



WINDWARD AT ISLANDS AT DORAL RULES AND REGULATIONS

The following Rules and Regulations have been adopted by the Board of Directors of Windward at Islands of Doral Neighborhood Association, Inc. ("Association"). The Rules and Regulations of Windward at Islands at Doral (the "Community") are intended to promote the health, safety and welfare of the Owners and residents, and their enjoyment of the Community, in addition to preserving property values and advancing other shared interests. The Association was established to own, manage, operate, and maintain the common areas, and to perform the duties of the Association as provided by the recorded governing documents for our community, including regulation and enforcement. The Association's regulations are not limited to the items covered in these Rules and Regulations, and you will find additional specific and comprehensive information in the Declaration for Windward at Islands at Doral, ("Declaration"), as amended from time to time. Violations of any of the Rules and Regulations, the Declaration, any Amendments and exhibits thereto, and any other official documents of the Association are subject to enforcement actions by the Association's Board of Directors, which may include levying fines. If you have any questions or concerns regarding these Rules and Regulations, please contact the Association's management company, or the Board of Directors, as further provided herein.

I. CODE OF CONDUCT

A. COMMUNITY APP REGISTRATION

All residents of Windward are required to download and register themselves and all residents of the Home (including minors) in the Association's Community app: **My Property Access**. All vehicles associated with the Home which are parking in Windward must also be registered. It is also required that all Owners and occupants maintain and update the information in the app no more than thirty (30) days after any changes in occupancy or vehicle registrations. Failure to comply with the registration requirements may result in the issuance of a violation. Any resident that is unable to download the registration app on the Association's Community app will be required to fill out a hard copy Registration Form with the Association's Management Company.

B. DISTURBANCES

No resident shall make or permit any disturbing noises on any lot or in any Home which will interfere with the rights, comfort, or conveniences of other residents. Sound and music should only be played at normal decibels and contained inside the Home and/or each Home's back patio when in exteriors. No resident shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, stereo, television, radio or sound amplifier in their Home or their vehicle within the community in such a manner as to disturb or annoy any residents or occupants. The operation of such devices in a loud or continuous manner between the hours of 11:00 pm and 7:00 am is considered a noise disturbance and may result in the issuance of a violation. The Board and/or the Association's management agents, in addition to any resident of the community, may request municipal police assistance from the City of Doral Police Department to enforce such disturbances of the peace.

C. NUISANCE

No noxious, illegal, obscene, or offensive activity shall be carried on upon any lot, nor shall any use or practice be permitted that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the community.



D. MINORS

Children under the age of twelve (12) shall be accompanied by an adult at all times. Adults will be responsible for all actions of their minor children, their guests and invitees, at all times when in and about the community, including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Painting or drawing with chalk or any other product on the paved surfaces or sidewalks of the Association property is prohibited.

E. OWNER AND RESIDENT RESPONSIBILITY

The Owner of the Home is responsible for the adherence to the community’s rules and regulations by his or her family members, tenants, occupants, guests, invitees, contractors, and subcontractors. Failure of an Owner or tenant to comply shall be grounds for an enforcement action which may include, without limitation, legal action to recover sums due for damages, injunctive relief, or any combination thereof. The Association reserves the additional right to fine or suspend use rights for noncompliance with the governing documents and these Rules and Regulations.

F. TIME SCHEDULES: The following activities are restricted to the listed times.

Moving in or out	Monday - Friday	9:00 am to 5:00 pm
Truck deliveries (Big items)	Monday – Friday	9:00 am to 5:00 pm
	Saturday	10:00 am to 5:00 pm
Repairs (other than emergencies)	Monday - Friday	9:00 am to 5:00 pm
	Saturday (Only minor repairs)	10:00 am to 2:00 pm

G. FINES AND VIOLATIONS

Failure to comply with the rules and regulations may result in fines being assessed against the Owner, who shall be entitled to a hearing before the Violation Committee. Any violation, mischief or vandalism committed by any member, guest, invitee or agent of the Owner or its tenants, will be assessed to the Owner. Before any fine is levied, the violator will be provided with a single notice and an opportunity to be heard pursuant to Florida Statute Section 720.305(2).

H. REPORTING NON-COMPLIANCE

As a resident of this community, you have a duty to report any activities that violate community rules, or that could cause harm to or additional expense to the Association for repairs or replacements of community property. You may report an incident, damage, unauthorized alteration, complaint, or any suspicious activity to the management company. The following contact information is provided for your reference, depending on the urgency or severity of the issue to be reported:

When reporting non-compliance with our community’s rules and regulations, you should:



1. Provide as much detail as possible including address, time, number of people involved, etc.
2. If appropriate, you may provide photographs or videos to document the situation (without endangering yourself or others)
3. Send the information promptly to the Association's Property Manager or the Board of Directors.

Bear in mind that Whatsapp, the Directors' personal phone numbers, or other informal communication channels are not appropriate to report or inform the Association about any issues, as these are NOT monitored by the Association through the Board of Directors or the Property Manager.

II. VEHICLES

A. SPEED LIMIT

There shall be no reckless driving or driving at speeds in excess of fifteen (15) miles per hour on all the interior roadways of the Community. All State, County and municipal laws shall apply to driving within the Community. **We have many children in our Community- Please observe the 15-mph speed limit.** Speed bumps have been placed around the clubhouse. Caution your guests to observe the speed limit, as you are responsible for them.

B. ENTRANCE

Our community utilizes a license plate recognition software. Only vehicles duly registered to a Home are allowed to enter through the resident's lane. Visitors, even those frequently visiting Windward, should only use the visitor's lane. Gates are timed for one vehicle. Tailgating is not allowed. Respect the distance from other vehicles as the camera may not read your plate if your vehicle is following too close to another one. The Association is not responsible for any damage to your or your guests' vehicles caused by challenging the gates. Do not enter through the exit gates.

C. PARKING

No parking is allowed on streets, sidewalks or on the grass anywhere in the community. Each Home is permitted to have three (3) cars registered which may only park within the Home's available private parking spaces: two (2) in the driveway, and one (1) inside the garage. Guest parking is only permitted within the host Home's private parking, or in available guest parking spaces. Residents are prohibited from parking in visitor spaces. No vehicles displaying commercial advertising shall be parked within the public view. Violators' cars will be tagged and/or towed at owner's expense. Tarpaulins, covers or any other type of concealing drape are not permitted anywhere within the public view. Parking regulations are in effect 24 hours a day, seven days a week and may be enforced by security personnel.

D. REPAIRS

No repair or maintenance, except emergency repair, of vehicles shall be made within Windward at Islands at Doral, except in the garage of a Home. No vehicles shall be stored on blocks. Dirty oil from oil changes must be disposed of by taking it to an approved location for recycling. It is illegal to dump used motor oil into storm drains or in the trash. Inoperable vehicles may only remain at Windward for a maximum of twelve (12) hours, except if parked inside the Home's garage.



E. COMMERCIAL AND RECREATIONAL VEHICLES

Commercial and recreational vehicles are not allowed to park in Windward, except when in the process of being loaded or unloaded or providing a service. Residents may not use their driveways to store recreational vehicles, boats, or Jet Ski, unless it fits inside their enclosed garage.

F. CAR WASH/PET GROOMING SERVICES

Car washing and mobile pet grooming services may only be provided by such service vehicles parked in the Owner's driveway, using the Home's water supply. No sidewalks or any other common area or utilities shall be used for these purposes. All waste must be properly disposed of in the Home, not in the common containers or around the community.

III. COMMON AREAS

A. KEYED COMMON AREAS

Only one (1) key or access mechanism to enclosed common areas, including the pool, playground or community pedestrian access doors, is allowed per registered adult resident. For security purposes, security personnel or any other representative of the Association are not authorized to provide access to keyed common areas to a resident or guest.

B. PLAYGROUND

The use of the playground is limited to children under twelve (12) years old. Any person over this age will be asked to leave the installations when not supervising a child. Continuing violations of this rule may result in a violation notice from the Association and notification of law enforcement. No cooking or beverages shall be consumed in the playground. No jumping over the perimeter fences is permitted.

C. POOL

All persons using the Community swimming pool do so at their own risk. There are no lifeguards or other trained personnel supervising pool activity. The pool is open from dawn until dusk. No swimming is permitted after dark. No diving is permitted. Persons without swimming skills must be accompanied by a person with swimming skills, regardless of age. Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the swimming pool. No water safety equipment may be used at any time except for a lifesaving emergency. Please shower before entering pool. Persons using creams or oils shall cover furniture with beach towels or other covering protection. No glassware, breakable bottles, pets, or bicycles are allowed in the pool area. All guests must be always accompanied by a resident. Parties, events, social gatherings, or celebrations are not allowed inside or around the pool deck. Residents should use their own access mechanism to enter the pool premises. The maximum bathing load for the pool is ____ persons. Security personnel, Association Management, the Board Directors, and any other Association personnel, are not authorized to provide access to a resident who does not carry their own access mechanism.

D. HELMETS

Properly fitted and securely fastened helmets are recommended for all bicyclist younger than 16 years of age, in compliance with Florida Statutes.



E. LAKES

Swimming, diving, boating and personal watercraft (e.g., jet skis, etc., except for sailboats), and fishing in the Community lakes are strictly prohibited. Please be advised that common areas in and around lakes may contain wildlife, such as alligators, snakes, and ducks. The Association is not responsible for monitoring such wildlife or notifying Owners or other persons of the presence of such wildlife. No motorized vehicles of any type shall be used on any lakes in the community. Do not throw anything (stones, food, garbage, trash, etc.) into the lakes.

F. CLUBHOUSE RENTAL (See Guidelines - Appendix C)

The clubhouse is available to residents, on a first-come, first-served basis, for private parties and non-commercial events for a period of four (4) hours. The maximum capacity of the clubhouse is _____ people. Residents must contact the management company at least two weeks in advance to reserve the clubhouse, based upon availability. A completed rental agreement, with required information and all fees, must be submitted to the management company no later than five (5) business days in advance of any reservation. Events may not cause excessive noise and shall end no later than 8:00 pm. The Association reserves the right to immediately terminate any clubhouse rentals causing an unreasonable disturbance within the Community.

Fee Schedule

Rental fee	\$200.00 owners / \$250.00 tenants
Additional hour fee	\$50.00
Cleaning fee	\$50.00
Deposit (refundable)	\$150.00 owners / \$200.00 tenants

G. DAMAGE TO COMMON AREAS

An Owner shall be liable for any damage to any Common Areas caused by the negligent or intentional acts of the Owner, or such other persons utilizing the Common Areas through or under such Owner, including, but not limited to, their family members, guests, residents, tenants, invitees, agents, contractors, and subcontractors, as well as their pets. The Home owned by that Owner shall be subject to an Individual Assessment for any such expense.

H. FRONT ENTRANCE

Pedestrians who are entering the community should only use the pedestrian door entrances located on each side of the vehicle entry and exit lanes. The front entrance is under continuous video surveillance. Under no circumstance should a person, either walking or using a stroller, bicycle, scooter, skateboard, hoverboard, etc., enter using the designated vehicle lanes. Violators shall be subject to fine. The Association will not be held liable or responsible for any injuries or damages resulting from improper use of or challenging the entry or exit arm poles or gates.

IV. MAINTENANCE AND COMMUNITY STANDARDS

A. LANDSCAPING

All alterations, additions, or changes of the front landscaping of any Home must receive prior written approval from the Association. 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 Home, unless



approved by the Association. The Association will cut and edge the lawn in the front of each Home but will not be responsible for any landscaping improvements or maintenance of plants, ground covering or shrubs that differ from the original planting installed by the Developer. In the event the plant bed(s) as initially installed by Developer are modified, then such Owner and/or resident shall be solely responsible for maintenance of such plant bed(s). Weeds are not permitted to remain in any portion of a Lot or Home. Residents are responsible for maintaining their rear backyards in a clean, neat, and safe condition. Failure to maintain any plants, shrubs, trees, planters, approved modifications or decorations, or other portions of a Lot or Home may result in issuance of a violation. Failure to correct such violation as required, after reasonable written notice thereof, may result in the Association exercising its right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Home or Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. All costs thereof, plus administrative and legal fees and costs incurred, shall be assessed against the Owner as an Individual Assessment.

B. ARCHITECTURAL MODIFICATIONS

The Association must give written approval for all exterior alterations, additions, improvements, structural changes, and landscaping of homes PRIOR to any work being performed. Approvals are subject to architectural control guidelines and permits may be required to ensure compliance with the City of Doral code. The Association shall be provided with a copy of all permits.

C. ANTENNAS, SATELLITE DISHES AND AERIALS

No antenna or aerial of any type shall be placed upon the roof of a unit or any other common area without written permission from the Association. Approval is required for satellite dishes, which may be placed in your back yard or in an easily concealable location.

D. DECORATIONS

All exterior decorations including but not limited to light fixtures, decorative planters, sculptures, and statues, are not permitted unless approved by the Association. Holiday decorations and exterior holiday lights must be removed no later than fifteen (15) calendar days after holidays are over.

E. WINDOWS, AWNINGS AND SHUTTERS

No awnings, canopies or shutters shall be affixed to the exterior of your unit and no foil, window tinting film or shielding material shall be placed on windows or sliding glass doors without prior approval from the Association.

F. BARBECUE GRILLS

Grills are prohibited on any portion of the common areas, driveways, sidewalks, and streets of the Community.

G. SIGNS

No sign or advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of any Home or Common Areas.

H. CONDITION OF THE PROPERTY



From time to time, the property manager and the Violations Committee will survey the community to be sure there are no signs of neglect or needed upkeep. If such conditions are found with your property, you will receive a written notice requesting that you take prompt corrective action. If you fail to do so within a reasonable period, under the governing documents, the Association may arrange for the work to be done and the expense may be assessed as an Individual Assessment against your Home. This applies to all portions of the property, including backyards, fences, entries, torn or missing window screens, etc. No unsightly objects including broken down vehicles, toys, and/or sports equipment are to be left visible on the property. Each unit owner is also responsible to maintain their driveways and patios in good condition, including pressure cleaning when necessary, and the upkeep and removal of any weed or roots between pavers that could damage the adjoining homes. An administrative fee may be assessed to the unit's account at the third (3rd) notice of violation, in addition to fines that may be assessed for non-compliance.

I. BASKETBALL HOOPS

Basketball hoops are not permitted to be attached to the exterior of a home, and any portable basketball hoops must be stored out of view at sundown.

J. ADDITIONS TO UNIT

No Home shall be enlarged by extending its boundaries by encroaching into common areas adjacent to property lines or by extending into the air space above the roof of a unit. No portion of the shared greenery between homes, including the side areas of corner units, should be used for personal purposes, including but not limited to landscaping, workmanship, entertainment, or storing of belongings.

K. FENCES

Owners are responsible for the maintenance and repair of their fences. Shadow box fencing repairs require a permit from the City of Doral which must be attached to your Architectural Modification Request (AMR). Any fence maintenance and/or repair also requires the joint agreement of all the Owners sharing the fence.

L. ROOFS

The Association is responsible for the maintenance of the Community roofs and the painting of the exterior of all homes. However, if any such maintenance or additional painting is due to the negligence of any Owner, the cost will be assessed as an Individual Assessment against the Home.

M. TRASH DISPOSAL

Garbage and unwanted items are to be disposed inside the trash cans of each home, no exceptions. If scheduling a bulky pick-up for items such as unwanted furniture, a paper with the order number must be plainly visible. No obstructing of sidewalks, grass, common areas or right of way is permitted. Receptacles may not be placed outside for pick up before 6:00 pm on the date before the pick-up, and they must be returned to the home on the same day. All waste must be kept inside the trash containers, not around, close, or next to them. Each resident shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. No overflow and/or receptacles being left open is permitted for sanitary reasons. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside



the Home or Parcel, or from any adjacent properties or streets. Trash bins are to be kept inside the Home's grounds, neatly organized inside garages, and under no circumstances may a resident leave receptacles in the adjoining areas of a Home, including driveways, green areas, Common Areas, or sidewalks.

N. PERSONAL PROPERTY

All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property may be stored on, nor any use made of, the Common Areas, any Parcel or Home, or any other portion of the Community which is unsightly or which interferes with the comfort and convenience of others. Bicycles, scooters, wagons, carriages, or shopping carts must all be stored inside the garage.

V. POLICIES

A. PETS

Two (2) domestic pets, weighing thirty (30) pounds or less, are permitted per unit for owners, upon previous registration, and approval by the Board of Directors. All pets shall be walked on a leash, **no exceptions**. Renters are not allowed to have pets.

B. RENTALS/SALES

Short-term rentals of any nature are strictly prohibited. Homes may be leased only in their entirety and no fraction of a unit may be rented separately. Each home is allowed to have only two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than thirty (30) days. Future residents must be approved by the association prior to move in. All leases or occupancy agreements shall be in writing and a copy of all leases of homes and/or sale contracts shall be provided to the Association in advance of any transfer. Renewals must submit a new and updated application package no later than 60 days before their current lease term expires. All rental applications are subject to Association approval. All leases shall provide, and if they do not, shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by a tenant or occupant in observing any provisions of the Governing Documents, including these Rules and Regulations.

C. COMMERCIAL ACTIVITIES

Garages sales are not permitted unless approved in advance by the Board of Directors. Solicitors are not allowed inside or around the Community or Common Areas. Printed materials of any nature are prohibited from being distributed to residents, either in person or by hanging on doors, except otherwise authorized by the Association. No door-to-door sales, advertising and/or propaganda of any nature is allowed.

D. HURRICANE SHUTTERS AND EMERGENCY PROCEDURES

Hurricane shutters may be hung only during a hurricane watch and/or warning and must be removed no later than seventy-two (72) hours after the danger has passed. If you are going to be absent during hurricane season or for an extended time, you must provide the management company with the name of a responsible firm or individual taking care for your Home. Shutters are not allowed to be left closed at any time other than during a storm event. Installation of permanent hurricane shutters (retractable, roll-up, etc.) requires approval by the Board of Directors.



VI. MISCELLANEOUS

1. The Association is NOT responsible for the insurance of any home. Each owner must secure adequate coverage against any damage or casualties to their Home. Nothing shall be done or kept within the Common Areas, or any other portion of the Community, including a Home or Parcel, which will increase the rate of insurance to be paid by Association.
2. No firearms or BB guns are permitted to be discharged in the Community. Hunting in the Community is prohibited.
3. Garage doors shall always remain closed, except when vehicular or pedestrian access is required.
4. Garden hoses shall be properly stored; no hoses shall remain uncoiled on a driveway or entrance.
5. Above-ground pools, hot tubs and spas are not permitted.
6. No airing of rugs, mops, or drying of clothes or hanging of laundry on windows, railings or fences is allowed.
7. Responsibility for any accident or injury to owners, tenants, visitors, contractors, or subcontractors occurring on any Lot or Home is solely that of the owner.



APPENDIX
VEHICLES GUIDELINES AND PROCEDURES

1. ALL RESIDENTS' VEHICLES MUST BE REGISTERED IN THE COMMUNITY APP AND MUST DISPLAY A REGISTRATION DECAL. No exceptions.
2. Decals and parking authorization permits/passes are not transferable to another vehicle. You must obtain a new decal for a new vehicle and a new permit for each.
3. Only three (3) vehicles may be registered per home (two parked in the driveway, and one inside the garage). A fourth (4) parking pass may be issued to an Owners vehicle under very strict circumstances, as provided herein. Renters are NOT permitted to have more than three (3) vehicles parked and registered inside the Community. Under no circumstance may an Owner have more than one (1) parking pass at the same time.
4. Visitor parking is reserved for guests.
5. No parking on grass, sidewalks, blocking other vehicles, curbs, or fire lanes.
6. Residents must park in their own garage or driveway.
7. No boat, trailer, camper, golf cart or other type of recreational vehicle, commercial vehicle, van, truck, or private vehicle exhibiting advertising, shall be parked in driveways or visitor's parking.
8. No portion of a vehicle parked in the driveway of a Home may block or otherwise obstruct the Community sidewalk.
9. Any damages caused to the Association's property arising from vehicles parking on areas other than those assigned, will be charged to the vehicle's owner, or to the Owner or resident to which the vehicle is registered or visiting.
10. All vehicles parked at a visitor space after 1:00 a.m. are considered overnight parking.
11. Handicap parking spaces within the Community are for guests' and visitors' temporary use. Residents are required to utilize the private parking located in their garage and driveways, and should not use the handicap parking spaces overnight, or on a permanent or regularly basis.
1. No repair of vehicles shall be made on the Common Areas of the Community, or in any private driveway, except for emergency repairs such as a battery jump and/or changing a flat tire.
2. No tarpaulin or any covers on vehicles are permitted anywhere at the community.
3. Vehicle(s) which cannot operate on its own power, or a vehicle with a wrecked or disabled body structure, or leaking oils and fluids, or flat tires, shall not be allowed to remain on the premises more than 24 hours or they will be towed away at owner's expense.
4. Vehicles with no license plate or with an expired license plate shall not remain at the Community more than 24 hours or they will be towed away at owner's expense.
5. Reverse parking is not authorized at visitor spaces. All guest vehicles need to park front-in, so their license plate is visible.

VIOLATION PROCEDURE

TYPE	RESIDENT (1)	VISITOR
Parking overnight	- One (1) warning per month, and fine of \$25.00 assessed to the unit. - Towed at second (2nd) violation.	- Two (2) warnings per month. - Fine of \$25.00 assessed to the unit at second (2nd) violation. - Towed at third (3rd) violation



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Blocking a driveway	- One (1) warning per month - Towed (2) at second (2nd) violation and fine of \$25.00 assessed to the unit.	
Vehicle without decal and/or unregistered	- Three (3) warnings per lifetime-per car. - Violation notice issued the fourth (4th) time, and fine of \$100.00 per day up to \$1,000 assessed.	Not applicable.
Improper parking (3)	- Two (2) warnings per year, per occurrence. - Violation notice issued the third (3rd) time, and fine of \$100.00 is assessed to the unit, per occurrence.	
Speeding	- One (1) warning per year/per unit - Violation notice issued the second (2nd) time, and fine of \$100.00 is assessed to the unit.	
Parking on a surface not marked for parking (4)	Immediate tow. Recurrent violators will be also assessed a fine of \$100.00 per re-occurrence.	

- (1) Resident vehicles are those duly registered and verified in the app.
- (2) Security guard is under no obligation to notify about a vehicle being towed. However, a discretionary decision can be made to warn the resident if the situation is assessed and considered safe.
- (3) Improper parking includes, but is not limited to, parking in between parking spaces or delimited lines, not parking inside the unit's driveway limits, parking at a designated space but on top of grass, etc.
- (4) Surfaces not marked for parking include, but are not limited to, grass areas, sidewalks, curbs, etc.

PROCEDURE FOR DECALS

All resident vehicles need to be registered in the Community App. Upon registration, it is the resident's responsibility to contact our Property Management Company to schedule the pickup of their decals. For security reasons, **only authorized representatives of the association are allowed to provide and/or place the identification decals inside a vehicle.**

Documents that need to be provided to obtain a decal and/or verification in the app are:

- Current Driver's License
- Current car registration showing a valid address inside Windward (*)
- Current insurance policy card

(*) If a car is registered under a different name than that of the resident, a **notarized** letter from the vehicle's owner must be provided acknowledging the permanent use of the vehicle by the unit's resident.

Decals are not transferable between vehicles. You must obtain a new decal for all new vehicles.



OVERNIGHT VISITOR PARKING

Each unit is entitled to five (5) overnight guest parking passes per month. Unused parking passes do not rollover to the next month. Under no circumstance will a unit receive more than the prescribed number of passes. All visitors parking overnight need to be registered in the App **BEFORE 1:00 am**. The following rules apply:

- Overnight parking is considered as such when a vehicle is left parked after 1:00 am in a visitor space.
- The resident of the Home is responsible of making sure that their guest's vehicle is duly registered in the App as an overnight visitor.
- The Association will not consider a vehicle that has been left overnight as authorized if it was not registered before 1:00 am., even if the unit had parking passes available.
- The App will immediately block any future overnight parking passes for those units that have exhausted their five (5) pass monthly limit.

Be advised that overnight passes are limited to the number of visitor parking spaces available in the Community each night, and are assigned on a first-come, first-served basis. The App will block the issuance of any additional overnight parking passes when the availability of visitor spaces is exhausted.

Residents may request an overnight pass with the guard at the guardhouse in case they have limited access to the App.

LONG-TERM PARKING

A guest vehicle is considered parked long-term when needing overnight parking for more than five (5) days in a row. Each unit is entitled to two (2) long term parking authorizations each year, per vehicle, for a maximum period of fifteen (15) days. All long-term visitors needing long-term parking need to be registered in the App **AND** a parking permit authorization needs to be requested from the Property Management Company. The following rules apply:

- Long-term parking is considered as such when a guest needs parking for more than five (5) consecutive days.
- The resident of the Home is responsible of making sure that their guest's vehicle is duly registered in the app as a long-term visitor.
- The Association will not consider a vehicle that has been left parked long-term as authorized if it was not registered in the App **AND** does not show a valid long-term parking authorization in its windshield.

FOURTH PARKING PASS

Owners with more than three (3) cars duly registered and verified in the App, may request a **TEMPORARY** parking pass. Renters are not permitted to receive parking passes for more than three vehicles. The following requirements need to be met:

1. All vehicles and residents need to be properly registered and verified in the App.



2. Driver's Licenses of all driving adults need to match the Windward address where the resident lives. NO EXCEPTIONS.
3. Registration of **all** vehicles in the Home need to match the Windward address where the resident lives. (*)

(*) If a car is registered under a different name than that of the resident, a **notarized** letter from the vehicle's owner must be provided acknowledging the permanent use of the vehicle by the resident.

4. Parking passes are only to be issued in cases where there exists a licensed driver, who is also registered as a resident in the Community, for **EACH** car, for example:

An owner wishes to receive a fourth parking pass as his household has increased since moving to Windward. Initially, his two children were minors, but now they have grown up and each one has their own car. This owner has now 4 vehicles needing parking in the community: his personal vehicle, his wife's, his son's, and his daughter.

For a fourth parking pass to be approved, the Owner needs to:

- Make sure all his children and wife are duly registered as residents of his home.
- Provide valid driver's licenses for all (listing his Windward address).
- Provide each vehicle's registration listing his Windward address.
- Provide a letter to the Association explaining the need of a fourth parking pass.

Please bear in mind the following:

- **Having a fourth vehicle parking pass is a privilege, not a right.** Our community was developed to accommodate only three (3) cars per unit as established in our Declaration.
- Approvals of parking passes are discretionary nature. The Association reserves the right to approve and revoke a parking authorization at any time.
- Due to the limited number of visitor parking spaces in the community, only twelve (12) parking passes can be issued per month. These spaces will be clearly marked around Windward.
- In the case where there are more than twelve (12) eligible vehicles needing a parking pass, the permit will be issued in the following manner:
 1. A lottery-like process will be open on the day of each monthly Board meeting, to adjudicate a special pass for twelve (12) vehicles, for a period not exceeding thirty (30) days.
 2. After the first thirty (30) days, priority will be given to the other vehicles who did not receive a parking pass and are still needing one (subject to verification), and a new lottery-like process will be held on the next Board meeting for the remaining spaces (if any).
 3. After a vehicle has ended its first period of thirty (30) days, and in the case where there are no other vehicles needing a **first-time** special parking pass, parking passes can be renewed. Spaces will be also assigned by a lottery-like process and, if selected, the unit owner must provide again the same documents for verification and provide a \$75.00 parking fee which covers thirty (30) more days of parking.



4. Prorated parking passes are not available. The use of a special parking permit begins on the first day of the month and expires on the last day, respectively.
5. Unit owners in possession of a parking pass are required to park only in their designated spaces. The Association will make every effort to accommodate each vehicle near their residence, however, a close location is not guaranteed.
6. The lottery-like process for first time and renewals will be held only and exclusively at the Board's monthly meeting. Owners need to have expressed their interest in applying for a pass no later than 12:00 pm on the day of the meeting. Untimely applications will not be considered, and no exceptions will be made.



APPENDIX

CLUBHOUSE RULES OF USE

The Board of Directors (the “**Board**”) of Windward at Islands at Doral Neighborhood Association, Inc. (the “**Association**”) has enacted, at a duly called meeting of the Board, the following Rules and Regulations in connection with the rental of the clubhouse at Windward at Islands at Doral:

1. Any duly-registered resident, in good standing, who is not in violation of any of the Association’s Governing Documents, which shall include a property owner over the age of eighteen (18) years whose obligations to the Association are not delinquent by more than thirty (30) days, and Association-approved lessees whose obligations (if any) to the Association are not delinquent (all collectively the “**Applicant**”), shall be permitted to rent the Clubhouse, the Pool Terrace (the area at the pool which is under the concrete overhang), the side terraces (uncovered East and West sides of Clubhouse), and/or any combination thereof (all collectively the “**Facilities**”), for their exclusive use for private events, for their own personal use or for the use of a member of their immediate family.
2. **No portion of the pool, pool deck, lakes, playground, parking, or green common areas shall be subject to rental at any time.** Under no circumstance shall equipment, decoration or any other party paraphernalia be permitted in these areas. All activities must be confined within the inside of the Clubhouse, side terraces or pool terrace. Pool parties or any events involving the pool are strictly prohibited. No games or other recreational activities shall be held in or around the pool. The swimming pool area is off limits due to liability insurance restrictions and as there are no lifeguards on the premises.
3. Association functions shall have priority over private use by any Applicant. For official meetings and official functions of the Board of Directors, Committees, and the Association there shall be no charge for the use of the Facilities.
4. The Facilities can be rented for a period of four (4) hours, between 10:00 am to 8:00 pm, Monday to Sunday. If the Event time exceeds these parameters, additional hours can be added at a rate of \$50 each additional hour or any part of an hour. If no additional hours have been included in the rental agreement and the event exceeds the contracted times, each additional hour or any part of an hour will be deducted from the Deposit based on a rate of \$50.00 per hour. There can be only one event per day. All rentals are on a first-come, first-served basis, and subject to availability.
5. All requests to rent the Facilities shall be submitted to the Association’s property manager on a form provided by the Association, which may be changed from time to time by the Association. Complete requests must be submitted no later than ten (10) days prior to the scheduled event (but no more than one year in advance). Late submissions will be accepted in the sole discretion of the Association, depending on whether the Association has a reasonable amount of time in which to properly accommodate the request. Requests can be submitted by delivering the form to the off-site property management office, or by sending the form via email to an address as may be provided by the property manager. Applicants are responsible for making sure that their request forms have been properly received by the



property manager. Requests shall be noted and filed by the property manager and marked on a calendar maintained for this purpose by the property manager, on a first-come, first-served basis. Reservation requests shall not be accepted unless accompanied by payment of all required fees and deposits, and receipt of a fully executed application form. Any changes to approved reservations must be communicated to the property manager for approval as soon as reasonably possible, but in no event less than five (5) days prior to the date of the event.

6. The property manager must receive written notice as to the cancellation of any accepted reservation no later than ten (10) days prior to the scheduled event date. **Cancellations received less than ten (10) days prior to the scheduled event will result in the forfeiture of the non-refundable rental fee.**
7. The Facilities may only be reserved for private, non-commercial events. The following events shall **not** be permitted to take place at the Facilities: (a) any event that might imply or infer partisanship or political support of any candidate, political party, or any group on the part of the Association; (b) any event containing advertising; (c) any event where an admission fee is charged (including but not limited to classes where fees are charged); (d) any sporting, fitness, etc. event; (e) any event that could reasonably be considered vulgar, obscene, pornographic, offensive, or defamatory to any individual or group; and/or (f) any illegal activity.
8. **The Applicant must be personally present during the entire time that the Facilities are reserved.** Applicant may access the clubhouse up to three (3) hours prior to the scheduled event for the purposes of set-up.
9. The Applicant renting the Facilities shall be provided with keys to access the Facilities for purposes in connection with the rental. Keys must be picked up from and returned to the security officer at the front gate at the accorded times. The Applicant is responsible for recording at the log the pick-up and drop off time of the keys and should be prepared to show a valid ID, attendees list, and authorization of rental from the property manager. Keys may not be provided to anyone other than an Applicant and shall not be provided by the Applicant to anyone else (including but not limited to relatives and vendors). Applicant agrees to pay for all costs incurred by Association in connection with lost keys or damaged access control property, including but not limited to the costs incurred to re-key, repair, and/or replace locks or access equipment.
10. The Applicant must procure a list of attendees to the property manager no later than 5 days before the Event. A copy of this list shall be made available by the Applicant to the security officer at the entrance upon picking up of keys. No visitor or vendor will be allowed inside the community if not in this list. No exceptions.
11. The Association shall not be responsible for providing security, crowd control, valet parking, lifeguards, or supervision in connection with the scheduled event. Applicant understands that Applicant is solely responsible for providing these items.



12. Prior to the use of the Facilities by the Applicant, the Association's designated representative shall inspect the Facilities. The Association's designated representative shall re-inspect the Facilities after the scheduled event. If the Facilities are in their original condition and there are no other charges owed to the Association by the Applicant, the security deposit shall be refunded. If the Facilities are not in their original condition or there are other charges owed to the Association by the Applicant, such costs and charges shall be deducted from the security deposit. Any amount then remaining in the security deposit shall be refunded to the Applicant. If damages exceed the security deposit, the unit owner's account will be charged accordingly. The Applicant is responsible for cleanup immediately following the scheduled event and must be such that the clubhouse is left in the same condition as it was in prior to the event.
13. Applicants are allowed to bring in furniture or furnishings at their own expense and must remove such items by 8:00 pm on the day of the event. Any furniture or furnishings removed by the Applicant from the Facilities shall be returned to their original position, and in their original condition, immediately following the event. No furniture that is physically secured or attached to Association property, including but not limited to pool chairs and tables, shall be removed at any time. Vendor's equipment, including but not limited to rental furniture and decorations, should be promptly removed on the day of the event. The Association is not responsible for any lost, damaged, or misplaced belonging, and any item left on the clubhouse will be deemed abandoned and discarded.
14. All events shall be confined to the Facilities, or the specific portion thereof that has been reserved. The Applicant must advise all guests of the Association's rules, guest parking areas that are available, and rules related to parking (as more fully addressed in Paragraph 15 herein). All guests must go directly to the area where the event is taking place, and no wandering around the community, loitering, or making of disturbing noises shall be permitted. The event may not extend to any hallways or other common areas, inside or outside. Common areas adjacent to the specific portion of the Facilities being rented may be used by other residents of the community during the event.
15. **On-site parking is extremely limited.** Parking for the event shall be in designated guest spaces only. The Applicant is solely responsible for planning of any additional parking that may be necessary, which shall be off-site. At no time may vehicles be parked in the roadways and sidewalks, blocking driveways, or in such a way as to cause a nuisance to anyone else's enjoyment of the Association's Common Areas or the property of any home. Parking at the front of the clubhouse and the mailbox area is strictly prohibited. Violators will be towed at owner's expense.
16. The number of persons permitted at the Facilities at any given time may not exceed the maximum number of persons allowed for such occupancy, per the Fire Department or any other authority/code-having jurisdiction over the Facilities.
17. Events for minors (those under 18 years of age) are required to be continuously monitored, chaperoned, and supervised by the Applicant. Two (2) adults must be present for every ten (10) minors in attendance.



18. All food items brought onto the Clubhouse must be pre-cooked. No cooking of any kind, including but not limited to any open-flame cooking (e.g., barbecue grills), shall be permitted inside for any reason. No cooking appliances or devices (e.g., barbecue grills, electric grills, microwave ovens, etc.) shall be permitted inside the Facilities at any time. Food warming trays must be used only under the strict, constant, and uninterrupted supervision of a properly trained caterer or attendant. No food or beverages shall be sold at any event.
19. **Smoking is prohibited at the Facilities, including the inside of the clubhouse, side terraces and the enclosed pool terrace.** Any possession and/or consumption of alcoholic beverages at the Facilities must be in compliance with all applicable laws pertaining to such possession and/or consumption. Notwithstanding the foregoing: (a) alcohol use shall be limited solely to the inside of the Clubhouse only; (b) no alcohol shall be permitted on the Pool Terrace, the side terraces, or any other Common Areas; (c) no glass whatsoever shall be permitted on the Pool Terrace or the side terraces; and (d) no food or drink whatsoever shall be permitted in the pool.
20. No candles, bonfires, fire-pits, other open flames, explosives, or fireworks are permitted at any time, for any reason. Bounce Houses or similar type equipment are not allowed unless they fit in the uncovered areas located on the East and West side of the clubhouse (side terraces). The use of confetti, glitter, fog or foam machines, rice, candles, paint, or any other similar items that are difficult to clean or damaging to the Facilities, are strictly prohibited.
21. Use of the Facilities by the Applicant and all guests must at all times comply with all applicable laws and rules pertaining to such use. The facilities shall not be used for any unlawful purpose, nor shall the Facilities be used in any manner that would unreasonably interfere with the rights, comforts, or convenience of others on or about the property or in the community. Music and other noise shall be maintained at a volume sufficiently low enough so as not to disturb others on or about the property or in the community. Playing of loud or amplified music is not permitted. Speakers must be placed on tables or elevated stands away from walls to reduce transmission of sound and/or vibrations to adjacent parts of the property. Foam rubber pads or other similar acoustical materials must be placed beneath each speaker. Doors and windows must remain closed during the event. The Applicant and all vendors and guests must comply with all applicable noise ordinances. Security deposit will be forfeited and an additional fine of \$100.00 will be assessed to the unit if Police are summoned for any nuisance call.
22. Any decorations must be applied in a manner so as not to cause any damage to any area of the Facilities. They must not be attached to or hung from any fire sprinklers, ceilings, lights, or wallpaper, and must be fire retardant. The use of tape, nails, tacks, staples, and any substance or item which may cause permanent damage to the Facilities are not permitted to be used to attach decorations or other items to the walls, doors, door trim, windows, furniture, or any other surfaces at the Facilities.
23. Applicant agrees to remove and properly dispose of all personal property immediately after the event, such as dishes, food, bottles, trash, decorations, etc., and to leave the Facilities in



the same condition as was prior to the event. Nothing should be left in the restrooms, and the garbage disposal must be empty. All trash and garbage should be properly bagged, sealed, and deposited in the outside trash containers of the Applicant's home. All spilled liquids or foods must be cleaned from all floors and surfaces. The event must end by the pre-designated time, at which time the Facilities must be restored to their original condition, vacated of all people, all lights turned off, window shades placed in the "up" position, adjacent restrooms left in their original condition, doors locked, and the Facilities secured. The Facilities must be restored to their original condition no later than 10:00 pm on the day of the event or a cleaning/event debris removal fee will be deducted from the security deposit.

24. The Applicant must be present to communicate with all vendors delivering or removing items. No one from the Association or security company will sign for any vendor deliveries or pickups at any time. The Association and its agents will not be responsible for any personal items, at any time. Any personal items left behind following the event shall be considered abandoned and will be removed for disposal.
25. Security for the Association shall document and immediately report any damage to the Facilities in connection with the scheduled event. Such report shall immediately be provided to the Association's property manager. Security is authorized to ask anyone to leave the Association's property that is causing a nuisance, or damage to the property of the Association or to others. Security is authorized to contact the police if deemed necessary in the reasonable judgment of security personnel.
26. The Association reserves the right, prior to or during the event, to immediately revoke any approval to rent the Facilities and to immediately suspend the rights of the Applicant and his/her guests to use the Facilities, and to require the Applicant and his/her guests to immediately vacate the Facilities, if it is determined that there was a misrepresentation made to the Association in connection with the rental of the Facilities, if there is any damage caused to the Facilities or any portion thereof, if excessive noise or other disturbance goes unabated after warning, or if there should occur any violation of any applicable laws, rules, and/or the Governing Documents in connection with the rental of the Facilities. Such determination to revoke or suspend the referenced use rights shall be in the sole and exclusive discretion of any member of the Board of Directors, and/or the property manager. In the event of any such revocation or suspension, the rental fee shall not be refunded.
27. The Association reserves the right to cancel any Event due to unforeseen causes including, but not limited to, natural disasters, acts of God, etc. Furthermore, the Association reserves the right to cancel any Event to prepare for any forecasted tropical depressions, tropical storms, or hurricanes. In the event of such a cancellation, the Association at its sole and absolute discretion, will return any rental fees or Deposits paid as of the date of cancellation.
28. Violation of any of the Governing Documents, including these rules, is grounds for prohibiting an Applicant from using the Facilities for a period of one (1) year, or for the Association taking any other action that may be permitted by the Governing Documents and applicable law.



29. Applicant assumes sole and total responsibility for any property damage, injury, or accident to any person arising out of the rental and/or use of the Facilities. Applicant agrees on behalf of itself and its guests and invitees to release, defend, indemnify, and hold harmless the Association, its officers, directors, property managers, independent contractors, agents and/or employees, with respect to any and all claims and/or damages relating to any and all injury, disability, death, violations of law, or lessor damage to person or property, including attorneys' fees at both the trial and appellate levels, to the fullest extent permitted by law, arising out of Applicant's rental and/or use of the Facilities. Applicant represents and acknowledges that Applicant has a homeowner's insurance policy in force with liability coverage that will cover Applicant's rental of the Facilities. In the event of a claim, Applicant agrees that the Applicant's liability insurance coverage shall be primary.

30. No pets shall be permitted at the Facilities at any time.

31. Rental costs and fees shall be as follows:

FEE SCHEDULE

Type	Details	Fee	Refundable?
Rental fee	Covers the use of the clubhouse, uncovered side terraces and pool terrace (the area at the pool which is under the concrete overhang) for four (4) hours	\$200.00 owners \$250.00 tenants	No
Additional hour fee	Covers each additional hour or any part of an hour after initial rental period of four (4) hours has ended	\$50.00	No
Cleaning	Covers the additional costs incurred for cleaning.	\$50.00	No
Deposit	Covers damages to the Facilities	\$150.00 owners \$200.00 tenants	Yes. Refundable following inspection by the Association, minus any costs incurred to repair damage and/or for excessive cleanup; refunds will be processed within 30 days following the scheduled event.

All fees shall be paid via money orders or checks. No other forms of payment shall be accepted.

Make checks payable to Windward at Islands at Doral Neighborhood Association

32. Failure to comply with the regulations stipulated in this agreement, will lead to forfeiture of the security deposit.



33. No changes or modifications to this Agreement are valid or effective unless in writing and signed by an authorized representative of the Association.
34. These Rules shall not modify any portion of the Declaration, or the Association's Articles of Incorporation or By-Laws. The words used herein shall have the meaning as reflected in the Declaration, unless otherwise specifically stated to the contrary herein.
35. The foregoing Rules shall be applicable to all new applications to rent the Facilities received by the Association on or after _____.

HOLD HARMLESS AGREEMENT

The Association shall not be liable for any damages, losses or injury to persons or property occurring within the Facilities or upon Clubhouse property. Applicant agrees to hold harmless and indemnify the Association, its successors, agents, partners, Board members, managers, employees, assigns, and beneficiaries ("Indemnitees") from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Association or Association's Indemnitees, including reasonable attorney's fees and expenses, that may arise from (i) any act or occurrence on the premises, before, during, or after the Event, or in any way relating to the Events; or (ii) that may arise from Resident's failure to comply with this Agreement or any applicable laws as required herein (including, without limitation, any present or future federal, state or local laws, rules, regulations or ordinances). Resident further acknowledges and agrees that the Association shall not be liable to Resident or Resident's invitees, agents, contractors, or employees for any damages, losses or injuries to persons or property which may be caused by the acts, neglect, omissions or faults of any person (including, without limitation, any other owners or occupants of any portion of Windward at Islands at Doral) or which may result from any force majeure events, including fire, wind, explosion, falling plaster, steam, gas, electricity, water or rain or leaks from any part of the premises or from the pipes, appliances or plumbing works, or from the road, street or subsurface, or from any other place, or by any cause whatsoever. This indemnification shall survive the termination of this Agreement.

APPLICANT ACKNOWLEDGEMENT

I, _____ ("Applicant"), am an ☐ Owner ☐ Lessee (check one) at Windward at Islands at Doral Neighborhood Homeowners' Association, Inc., and have read, understand, and agree to abide by the foregoing rules in connection with my rental of the Facilities, as more fully outlined herein.

Signature of Applicant

Date

Time



APPENDIX

ARCHITECTURAL CONTROL GUIDELINES

In order to maintain the high standard of Windward at Islands at Doral, the Association must give written approval for all alterations, additions, improvements and landscaping changes. Failure to do so may result in violations, citations and/or fines, and you will be required to correct or remove to comply at your own expense. This application is named Architectural Modification Request or AMR.

GENERAL GUIDELINES

2. No building, exterior, wall, fence or other permanent or temporary exterior structure shall be commenced, erected or maintained, including but not limited to trailers, shacks, garages, barns, tiki huts, canvas, pipes or carports.
3. You may not change the exterior painted surface to any color that is different than that originally painted by the Association.
4. Any modification of the landscaping must be submitted with plans that include specifications showing the nature, kind, shape, height, materials, and location of landscaping improvements.
5. Any and all changes to your front walkway or driveway or addition to your back patio, such as awnings, fences, pavers, etc. must be submitted in writing for approval.
6. Allow at least a minimum of 30 days to process your request providing that the form is duly completed and signed with all the necessary requirements as outlined below.
7. Approval is valid for 45 days from the date of approval. Bear in mind that the finished construction must conform to the approved AMR.
8. The Association reserves the right to inspect the final result of the modification.

The AMR form must include the following:

1. Specifications of the proposed modifications as color, tile, brick, stains, style, and any other materials to be used.
2. A detailed plan or drawing with dimensions. An architectural rendering is not necessary, but it is preferable.
3. Letters from each adjoining homeowner(s) affected by the change must be included.
4. Samples of color, tile, brick or other materials being used.
5. The attached Architectural Modification Request (AMR) form must be used. No other form will be accepted.
6. Please submit completed form and any attachments to our property manager.

Authorized work hours are from Monday to Friday from 9:00 am to 5:00 pm.

For further information, consult with our Property Manager.



APPENDIX PET RULES

The possibility to have and keep an animal or pet is a privilege, not a right, and the Association is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the community or in any way causes any damage to the property. A determination by the Board that an animal or pet kept in a home is a nuisance shall be conclusive and binding on all parties. Be advised that Windward at Islands at Doral **does NOT** allow renters to have pets. All pet-owners should abide for the following rules:

1. All pets need to be registered with the Association. NO EXCEPTIONS. Upon registration a sticker will be provided to the pet owner. The sticker needs to be placed somewhere visible from the exterior of the home and protected from the elements. For current residents, registration must occur within fourteen (14) days of obtaining a pet.
2. Windward distinctive tag shall be worn by all dogs when outside a home and around the common areas (Effective _____)
3. Dogs and cats must be licensed and vaccinated which must remain current.
4. All pets need to wear county license tag and identification that includes the name of owner, address, and contact information **at all times.**
5. All pets are **required to be on a leash on the Common Areas.**
6. Only two (2) domestic pets are permitted per home, weighing thirty (30) pounds or less.
7. Pets shall not be permitted outside a home unless such pet is kept on a leash or within an enclosed portion of a home.
8. Pets are prohibited to enter the playground, clubhouse, or pool areas.
9. No pet or animal shall be "tied out" on the exterior of the home or in common areas or left unattended in the patio.
10. Pet owners shall pick up all solid wastes from their pets and dispose of same in the pet disposal bins. Disposal of waste in other residents' garbage bins is **NOT** allowed.
11. No animals are permitted to remain in the community if they become an unreasonable nuisance or annoyance to other owners. THIS INCLUDES BARKING DOGS. When notice of removal of any pets is given by the Board, the pet shall be removed within forty-eight hours (48) of the giving of the notice.
12. Any resident who keeps a pet agrees to indemnify the Association and hold it harmless against any claims, losses or liabilities of any kind or character whatsoever arising from or related to the keeping of any such pet.
13. Under Miami-Dade County ordinance, it is illegal for residents to own or keep an American Pit Bull, American Staffordshire Terrier, Staffordshire Bull Terriers, or any other dog whose characteristics closely resemble those of the pit bull breed. As such, they are prohibited at Windward, and may be subject to impoundment by Animal Services.
14. No animals shall be raised, bred, or kept within Windward for commercial purposes.
15. No dog runs or enclosures shall be permitted on any home.

A security officer or any representative of the Association is authorized to request a pet's registration and check its county license status at any time. A violation may be issued immediately if any rules are not followed by a resident.



EXHIBIT 1 PET REGISTRATION FORM

All pets brought to Windward at Islands at Doral must first be registered with the Association. Owners must provide all required documents at the same time when registering a pet.

After approved, you are required and responsible to include your pet in your Community's App registration. Your pet is also required to wear a distinctive Windward registration tag, **AT ALL TIMES** when in any Common Areas, along:

- Pet's identification with name of owner, address, and contact information.
- County license registration tag.

Requirements:

- One-hundred dollars (\$100.00) non-refundable fee per pet. The fee includes Winward's distinctive collar.
- If registering a cat or dog, a Windward pet tag/collar needs to be purchased for each. Cost is ten dollars (\$10) each. Effective _____ all registered dogs and cats in Windward need to wear this collar.
- Current shot/vaccination records.
- Veterinarian's verification confirming all shots/inoculations are up to date.
- Miami-Dade County rabies license.
- A current photograph of the pet.

If registering an emotional support animal (ESA), please provide the following:

1. Written documentation from any federal, state, local government agency, or licensed healthcare practitioner, in official letterhead, that **has provided care/service to the resident on at least one occasion**, establishing that the person has a disability for which the ESA has been prescribed. The documentation does not need to state a diagnosis, but the condition needs to be listed in the Diagnostic and Statistical Manual of Mental Disorders.
2. Written documentation to establish the need for an ESA, in official letterhead, identifying the assistance or emotional support provided by the animal from any of the bodies or practitioners mentioned above.
3. If you require more than one ESA, these requirements need to be met **by each and all animals** and practitioner should include the specific need for each one.
4. The Association's Reasonable Accommodation Request Form, Animal Registration, and ESA Policy Policies and Procedures will be provided to any person making a reasonable accommodation request for an emotional support animal in the Association.

FLORIDA LAW PROVIDES THAT ANIMAL REGISTRIES, CERTIFICATIONS, AND SIMILAR ONLINE DOCUMENTS ARE NOT, OF THEMSELVES, SUFFICIENT TO SUPPORT AN ESA REQUEST. UNDER FLORIDA STATUTES, CRIMINAL PENALTIES MAY BE IMPOSED FOR THOSE SUPPORTING OR MAKING FRAUDULENT REPRESENTATIONS OF DISABILITY OR OTHER ENTITLEMENT TO USE AN ESA FOR PURPOSES OF HOUSING.

All documents are subject to verification.



PET REGISTRATION FORM

Pet #1	
Pet's name	
Owner's name	
Address	
Breed	
Age	
Gender	
Color	
Weight	
County tag #	
Veterinarian	
Veterinarian Phone #	
Veterinarian Address	
Emergency Contact	

Pet #2	
Pet's name	
Owner's name	
Address	
Breed	
Age	
Gender	
Color	
Weight	
County tag #	
Veterinarian	
Veterinarian Phone #	
Veterinarian Address	
Emergency Contact	



EXHIBIT 2
RESOLUTION OF ANIMAL FAIR HOUSING ACCOMMODATION POLICY AND PROCEDURES
OF WINDWARD AT ISLANDS AT DORAL NEIGHBORHOOD ASSOCIATION, INC.

WHEREAS, the Board of Directors (hereinafter "Board") of Windward at Islands at Doral Neighborhood Association, Inc., (hereinafter "Association") bears responsibility for the administration and management of Windward at Islands at Doral and related improvements; and

WHEREAS, The Association's Declaration of Covenants("Declaration") and Rules and Regulations contain pet restrictions (the "Animal Policy"); and

WHEREAS, Federal, State, and local laws require the Board to make reasonable accommodations in its policies and practices if said accommodation alleviates or ameliorates the effects of a disability which impairs one or more life activities.

WHEREAS, the Board of Directors hereby adopts these policies and administrative procedures with regards to requests made for emotional support and service animals.

NOW, THEREFORE, in consideration of the foregoing, it is hereby resolved as follows:

1. Any individual that requires a reasonable accommodation in the form of a waiver of the Animal Policy shall notify the Association and provide information to the Board of Directors in compliance with Federal, State, and local fair housing laws justifying the need for such accommodation. To facilitate the process, a package containing the Policy and Procedure for a Disabled/Handicapped Owner or Resident to Request Reasonable Accommodation and Animal Registration will apply and be used and may be obtained from the Association and must be fully completed. Although not required, the Association also requests that the Association's Request for Reasonable Accommodation Form be utilized. Any materially incomplete forms and/or material missing information may delay the Board's review process.

2. Owners or residents are prohibited from acquiring, maintaining, or bringing any pet/animal onto Association property in violation of the Animal Policy unless the animal has been approved and properly registered in accordance with the Reasonable Accommodation Policy and Procedure.

3. Rules and Regulations for ESA Animals:

(a) When outside of the unit, all animals must be accompanied by an attendant who shall if possible, have animal firmly held by collar and leash.

(b) No animals shall be permitted to run at large outside the unit.

(c) The owner/custodian of each animal and/or the individual walking same, shall be required to clean up after the animal and dispose of all solid waste.

(d) No animal shall excessively bark or act in an aggressive nature, including attacking or biting other residents and guests.



(e) The animal shall be vaccinated, and the Association shall be provided with evidence of same.

THIS RESOLUTION HAS BEEN ADOPTED AT A DULY NOTICED AND CONVENED MEETING OF THE BOARD OF DIRECTORS HELD ON _____, 20____.

_____ DIRECTORS VOTED IN FAVOR; and
_____ DIRECTORS VOTED OPPOSED
_____ UNANIMOUS

Dated: _____, 20____

By: _____
Secretary



EXHIBIT 3
RESOLUTION OF ANIMAL FAIR HOUSING ACCOMMODATION POLICY AND PROCEDURES
OF WINDWARD AT ISLANDS AT DORAL NEIGHBORHOOD ASSOCIATION, INC.

**Policy and Procedure for Disabled Owner or
Requester to Request Reasonable Accommodation - Animals**

Background: Under the Federal and State Fair Housing Acts, an owner or other requester who is disabled /handicapped may request reasonable accommodation(s) in the Association's rules, policies, practices, or services when such accommodation(s) may be necessary because of his/her disability/handicap. For more information on the rules pertaining to requests for reasonable accommodation, please review the Joint Statement of the Dept. of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act at www.usdoj.gov/crt/housing/jointstatement_ra.htm.

Objective: To establish policies and procedures for meeting the requirements of applicable state, federal and local law relating to disabled or handicapped individuals with respect to animals.

Policy: The policy of the Board of Directors of Windward at Islands at Doral Neighborhood Association, Inc., is to make every attempt to provide reasonable accommodations to disabled or handicapped residents in accordance with applicable state and federal law.

PROCEDURE RELATING TO ANIMALS

Submittal of Request: A disabled owner or requester is encouraged to complete the Association's form entitled Request for Reasonable Accommodation and provide documentation from a treating medical provider if required by the terms of the Request for Reasonable Accommodation. If the accommodation is granted, the owner or requester must complete the Animal Registration form. The completed forms should be delivered or mailed to the Association or its management office. The Association will consider all requests for a reasonable accommodation no matter how the request is made; however, use of the supplied forms will expedite the process.

Procedure for Reviewing a Request for Reasonable Accommodation: Upon receipt of the requested form (or information supplied) for a disabled owner or requester's request for a reasonable accommodation(s) from the Animal Policy, the request forms will be reviewed by the Board of Directors, and the owner or requester will be notified in writing of the Board's decision. If additional information is required by the Board, the submitting owner or requester will be so advised in writing. Additionally, it may be necessary for the Association's legal counsel to review the documentation submitted in support of a request for a reasonable accommodation. If the matter is referred to the Association's legal counsel, the owner or requester will be notified in writing. The Association endeavors to complete its review and provide a response within fifteen (15) days of receipt of the Request and any required supporting documentation.



If the request is approved, any decision of approval will be provided in writing. If disapproved, the reason for disapproval will be provided in writing. Delivery will be by e-mail if the Association has an e-mail address or by regular mail.

The Association may request advice from its legal counsel concerning any requests for a reasonable accommodation. **The requester consents to the disclosure of all documentation in support of the request to the Association's legal counsel.**

Additional Information

An individual's need for an accommodation may change over time as a result of changes in the individual's own level of disability/handicap or impairment, treatments available to mitigate a disability/handicap, and/or other circumstances affecting the individual. What qualifies as reasonable in one set of circumstances may not be reasonable or necessary in another. If and when circumstances change, it is your responsibility to notify the Association if you need, or no longer need, a reasonable accommodation and to update any information concerning the disability/handicap.

Maintaining an Assistive/Emotional Support Animal

Should a request for a reasonable accommodation to the Animal Policy be granted, the Association reserves the right, pursuant to Florida law, to pursue violations of the Declaration and Rules and Regulations of the Association with respect to the assistive/emotional support animal. Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled.

All information received by the Association in conjunction with a disabled owner's or requester's request for reasonable accommodation will be kept confidential. If any other resident or owner inquires as to why a special accommodation appears to have been made, the Association representative's response will be: "a fair housing reasonable accommodation has been granted."

No information will be provided regarding the nature of the disability.

Acknowledgment

I have received and read a copy of the Policy and Procedure for Disabled Owner or Resident to Request Reasonable Accommodation – Animals and I agree to abide by the regulations.

Requesting Party's Signature

Date

Printed Name of Requesting Party

Address



EXHIBIT 4
REQUEST FOR REASONABLE ACCOMMODATION

Name of Person Requesting Reasonable Accommodation: _____

Address: _____

Daytime Phone #: _____ Evening Phone#: _____

1. I am a person with a disability/handicap as defined by one or more of the following: **A physical or mental impairment that substantially limits one or more major life activities; or a record of having such an impairment; or is regarded as having such an impairment.**

If I am not the person with a disability/handicap, the following member of my household or a visitor has a disability as defined above:

Name: _____

Relationship to you: _____

2. As a result of this disability/handicap, I am requesting an exception to the Association's express, written and strictly enforced Animal Policy set forth in the Declaration of Condominium, as amended from time to time to allow an assistive/emotional support animal to reside in or visit my dwelling unit as a reasonable accommodation.

3. This request for a reasonable accommodation is such that the animal in question alleviates or ameliorates the effects of the disability.

Check only one of the following (a), (b) or (c) that applies:

(a) _____. The disability is physical in nature which is open and obvious, and it is clear which major life activities are impaired and how the animal will alleviate or ameliorate the effects of the disability. The Board may wish to meet with you if this line is checked.

(b) _____. The disability is physical in nature but either the disability is not open and obvious or it is not clear which major life activities are impaired or how the animal will alleviate or ameliorate the effects of the disability.

(c) _____. The disability is mental or emotional in nature.

If “(b)” or “(c)” above is checked, a letter from your medical provider must be submitted (i) indicating that the patient is under the care of the medical provider; (ii) the name(s) of the emotional support/assistive animal(s) involved; (iii) describing the major life activity or activities impaired; (iv) describing how the animal(s) alleviate(s) or ameliorate(s) the effects of the disability and (v) if more



than one (1) animal is involved, how each one by name provides the accommodation. All of such information must be contained in the medical provider’s opinion. If “(a)” above is checked, once the Board meets with you, the Board if appropriate may request such letter from a medical provider.

I understand that the information obtained by the Association will be kept completely confidential and used solely to evaluate my request for a reasonable accommodation. I understand that the Association is not requiring use of this specific form to make my reasonable accommodation request.

I understand that pursuant to Florida Statute Section 760.27(3)(c), an emotional support animal registration of any kind, including, but not limited to, an identification card, patch, certificate, or similar registration obtained from the Internet is not, by itself, sufficient information to reliably establish that a person has a disability or a disability-related need for an emotional support animal.

I understand that pursuant to Florida Statute Section 760.27(2)(4), supporting information from a health care practitioner, a telehealth provider, or any other similarly licensed or certified practitioner or provider in good standing with his or her profession’s regulatory body in another state may be acceptable, but only if such out-of-state practitioner has provided in-person care or services to the requestor on at least one occasion.

Please return this form, along with the Acknowledgment of Policy and Procedure for Disabled Owner or Requester to Request Reasonable Accommodation – Animals and any documentation if required above from a medical provider as promptly as possible so that the Association can evaluate your request.

Signed:

Date:

Requesting Party