

**RESOLUTION OF BOARD OF DIRECTORS
OF
SAGA BAY PROPERTY OWNERS ASSOCIATION, INC.
RATIFYING RULES, REGULATIONS AND GUIDELINES**

WHEREAS, Saga Bay Property Owners Association, Inc. ("Association") is the entity responsible for the promulgation and enforcement of rules and regulation in accordance with Article IV, Section 2, Article V, Section 9 of the various Declarations of Restrictions and Protective Covenants for Saga Bay recorded in the Public records of Miami-Dade County Florida as follows:

Section One, Part One, Official Record Book 8272 at page 409
Section One, Part Two, Official Record Book 8595 at page 1463
Section One, Part Three, Official Record Book 8595 at page 1480
Section One, Part Four, Official Record Book 8611 at page 472
Section One, Part Five, Official Record Book 8611 at page 498
Section One, Part Six, Official Record Book 8683 at page 1695
Section One, Part Seven, Official Record Book 8755, at page 1160
Section One, Part Eight, Official Record Book 9402 at page 133
Section One, Part Nine, Official Record Book 9402 at page 113

as well as Article VI, Section 4 of the Associations' By-Laws; and

WHEREAS, the Association is also empowered to enforce the Residential Covenants set forth in Article VI of the various Declarations of Restrictions and Protective Covenants; and

WHEREAS, the Association has previously adopted and published both Rules and Regulations, and Guidelines with respect to the enforcement of the Residential Covenants, a copy of which is annexed hereto as Exhibit "A"; and

WHEREAS, the Association, historically, may not have fully enforced those restrictions and guidelines, but wishes to do so in the future and ensure that all members are likewise aware of the requirement to comply therewith.

NOW, THEREFORE, the Board of Directors adopts and approves the following Resolution:

1. The rules and guidelines attached hereto as Exhibit "A" are ratified and shall remain in full force and effect unless and until terminated, modified or otherwise revised by the Board of Directors.

2. Notwithstanding any prior lack of enforcement of any rule or guideline, all owners shall be made aware that the Association intends to fully enforce the rules and guidelines as set forth herein in the future.
3. The Association shall deliver to each owner a copy of this Resolution along with the rules and guidelines annexed hereto.

THIS RESOLUTION was considered at a meeting held the 10th day of December 2020, at which a quorum of Directors was present. The number of Board members who voted in favor of this Resolution is 7. The number of Board members who voted against this Resolution is 0. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

**SAGA BAY PROPERTY OWNERS
ASSOCIATION, INC.**

By: Chris Westgate
Chris Westgate, President

Date: 2/26/2021

**SAGA BAY PROPERTY OWNERS ASSOCIATION
RULES AND REGULATIONS**

SBPOA-RR-98-01

**Approved by Saga Bay Property Owners Association
Board of Directors**

On June 18, 1998

1.0 Purpose

1.1 The purpose of this document is to detail the specific rules and regulations as they relate to the Declaration of Restrictive Covenants of the Saga Bay Property Owners' Association (SBPOA).

2.0 Definitions

2.1 For the purposes of this document "governing documents" shall refer to legal documents of Saga Bay Property Owners' Association and shall include but not be limited to the Articles of Incorporation, Declaration of Restrictions and Protective Covenants, Association Bylaws, and these Rules and Regulations as they may be amended from time to time.

2.2 The Management Group. A contracted service to provide management and administrative support functions to operate the Saga Bay Property Owners' Association.

I. EXTERNAL ALTERATIONS, MODIFICATIONS, AND ADDITIONS.

A. No building may be erected nor exterior modification to a home or lot made without written application to and prior approval from the Environmental Committee. These include, but are not limited to; exterior paint of a different color, the installation of security grilles, the installation of outside antennas and satellite dishes of not more than (1) meter, and construction of swimming pools. Requests are to be accompanied by an architect's drawing or a copy of a survey showing the proposed modification, and a description of the materials to be used. This request should be made using the Attachment A form.

B. It is the homeowner's responsibility to obtain all needed approvals from the Association and the County before any alteration or construction is begun.

C. The Environmental Committee may deny approval if, by majority vote, it finds the proposed modification to be incompatible with our governing documents or aesthetically incompatible with the community's desired appearance.

D. The Environmental Committee shall approve or disapprove building and modification requests within thirty (30) days of receipt. Within two weeks following the Environmental Committee decision, the applicant may appeal to the Board of Directors.

II. APPEARANCE OF PROPERTY

A. It is the responsibility of each owner to maintain the condition of buildings and grounds in a clean and neatly landscaped condition so as to maintain the aesthetic appearance of this community. Each property owner is responsible to

maintain the condition of buildings properly painted and roofs free of debris and excessive mildew.

B. Lawns and gardens must be kept neat and trimmed. Bushes adjoining sidewalks must not overlap the sidewalk and trees must provide a minimum of six feet overhead clearance to passersby.

C. No garbage, refuse, rubbish, or junk shall be deposited or kept on any lot except in a suitable container, e.g., metal or heavy-duty plastic container with cover, which must be shielded from view from neighboring properties, streets, or common areas.

D. Garbage, trash, and rubbish shall not be placed at the street any earlier than sunset on the day before a scheduled pickup.

D. Holiday lighting is not to be installed before Thanksgiving and is to be removed by January 15.

III. RESIDENTIAL USE ONLY

A. No lot or any part of the properties shall be used except for residential purposes, except that a home business is permissible if there is no obvious business activity such as the reception of clients, supplies, or employees.

B. No building shall be erected, altered, placed, or permitted to remain on any lot of any part of the properties other than a residential dwelling, such construction is subject to the prior approval of the Environmental Committee.

IV. RENTAL PROPERTIES

A. Any homeowner who intends to rent their property must notify the Association in advance of any occupancy of the property.

B. When renting or leasing a property, the owner will require the prospective tenant to fill out an application form designed by the Association, which is to be submitted to the Management Group for approval together with a reasonable fee to be set by the Board of Directors. Application must be submitted to The Management Group no later than fourteen (14) calendar days prior to the intended date of occupancy. Failure to seek and obtain this approval will be considered a violation of the governing documents.

C. Renters are bound by the same obligation to honor the governing documents as is the owner. It is the owner's responsibility to ensure the renter is supplied with copies of the governing documents and the renter complies with these documents.

D. Property owners may assign their privileges for use of Common Areas in the Association to their tenants.

V. NOXIOUS OR OFFENSIVE ACTIVITY

A. No noxious or offensive activity (for example, excessive barking by dogs, or any frequent noise audible more than 100 feet away) shall be carried on or permitted upon any portion of the properties, nor shall anything be done or permitted thereon that may be or become a nuisance or annoyance to residents of the neighborhood or the surrounding areas.

VI. PRIVATE SCREENING, FENCES, AND WALLS

A. All walls, fences and protective screening areas must be approved by the Environmental Committee prior to construction. None will be authorized between the front plane of the house and the front sidewalk, although the Environmental Committee may at its discretion grant special approvals for fences between front plane of the house and the street where the intent is to close a gap between the house and the Association's surrounding fence.

B. Graffiti on exterior structures must be removed within five (5) working days.

C. Concrete or masonry fences or walls are prohibited, unless approved by the Environmental Committee. The Environmental Committee shall require (a) approval by adjacent property owners, (b) strict compliance by owner as to construction and maintenance, and (c) wall must be always maintained with uniform paint color at all times.

VII. DRYING AREAS

A. No clothing, laundry, or wash shall be aired or dried on any portion of the residential property in an area exposed to view from adjoining properties or the streets.

VIII. SIGNS

A. No commercial signs of any kind shall be displayed to the public view on any lot, except temporary signs not more than five (5) square feet advertising the property for sale or rent.

IX. ANIMAL CONTROL

A. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept, provided that they are not bred or maintained for any commercial purposes, and provided that they are in compliance with all applicable government regulations.

B. Dogs must not be allowed to create the following nuisances:

1. Dogs shall not be permitted to run loose.
2. Dog owners must remove wastes left by their pets on the property of others.

X. TEMPORARY STRUCTURES

- A. No structure of a temporary character, construction trailer, shack, garage, barn or other building shall be moved to, erected on, or used on any lot at any time.
- B. No canvas, pipe, or other type of carport shall be placed between the sidewalk and the front plane of the house on any lot.

XI. VEHICLES

- A. No commercial vehicles or trailers, except boat trailers as discussed below, may be parked or stored on any lot, unless they are within a garage or behind an approved enclosure, and are screened from the street. This prohibition does not apply to the temporary parking of commercial vehicles while effecting a commercial service. A commercial vehicle is defined as any vehicle of more than three-quarter ton capacity, or any vehicle with commercial lettering, or any vehicle with visible work equipment in or on it.
- B. Whenever possible, automobiles and other privately owned vehicles must be parked in driveways. No vehicle may be parked in a manner to block the sidewalk, nor on lawns or swales overnight.
- C. No repairs to any vehicle may be made within view of a neighboring property, street, or common area. Inoperable or unlicensed vehicles are not to remain within view of a neighboring property, street, or common area.
- D. Recreational vehicles are not permitted in the community.

XII. BOATS

- A. Boats of not more than twenty (20) feet in length may be stored on the rear portion of a lot, if they are on a transporting trailer and are screened from the streets.
- B. With the exception of lake front properties, not more than one (1) boat shall be stored on any improved lot. Boats may not be stored on unimproved or vacant lots.
- C. In addition to one boat on a trailer of no more than twenty (20) feet in length, lakefront owners may store on their beaches one additional boat of no more than twenty (20) feet in length for each twenty-five (25) feet of waterfront, provided

that these additional boats are their property or that of other Association residents.

XIII. BEACHES AND PARKS

- A. Association-owned beaches and parks are for the use of Association members, their families, tenants, and escorted guests only.
- B. Alcoholic beverages, glass containers, and pets are not allowed on Association owned beaches and parks.
- C. Swimming, wading, and any other use of beaches and parks are at one's own risk. Children under the age of fifteen (15) must be under the supervision of a parent or an adult designated by a parent. The beaches are off limits to all from sunset to 8AM.
- D. Trash is to be placed in the provided containers. In the absence of such containers, persons using the beaches and parks are responsible for removing their own trash.

XIV. LAKE

- A. The use of the lake is limited to the members of this Association, their families, tenants, and escorted guests, and is at their own risk.
- B. No boat longer than twenty (20) feet may be placed in or used on the lake. The offshore mooring of boats and rafts are prohibited.
- C. No motor other than an electrically powered motor may be used on the lake. All boats and boaters must have approved Coast Guard equipment and comply with Coast Guard standards.
- D. Spear fishing and fish netting are prohibited. Fishing with poles and lines is limited to members of the Association, their families, tenants, and escorted guests. The release of caught fish is encouraged.

XV. FINES

- A. In addition to other means for legal enforcement provided by government regulations, the Association may levy a fine not to exceed \$100 per violation against a member for any failure by the member, tenant, or guest to comply with any provision of the Covenants, Bylaws, or these Rules and Regulations.
- B. The Management Company, Environmental Committee, or other Board of Directors' appointee shall send a written first violation to the owner of record citing the Covenant, Bylaw, or rule violated, and informing the owner of record

that the alleged violation must be corrected, or an appeal received, within fourteen (14) days.

C. In the event the condition of the violation of XI (B) is not corrected, a second written violation letter will be sent to the owner of record citing the Covenant, Bylaws or rule violated and stating that the violations must be corrected, or appeal received within fourteen (14) days.

D. If the alleged violation is not corrected or an appeal received within fourteen (14) days, the Association may proceed with the fine and notify the owner of record that if the violation is not corrected within seven (7) days after issuance of the original fine, it will be considered a new violation each week it continues and an additional fine not to exceed \$100 per week will automatically incur, up to an aggregate of \$1000.

E. If an appeal is received, the Board will appoint an Appeals Committee to consist of three members of the community other than members of the Board, employees of the Association, or their spouse, parents, children, brothers, or sisters to conduct a hearing to determine the legitimacy of the alleged violation. The owner of record will be informed at least fourteen (14) days in advance of the time and place of the hearing. If the appeals committee does not approve the proposed fine by majority vote, it may not be imposed.

F. Fines are payable within thirty (30) days, after which the failure to pay the fine will in itself be considered a violation of these rules, and an additional fine of \$100 per week will automatically be levied, up to an aggregate \$1000.

G. Once a property owner has been warned about a violation, the Association is under no obligation to send another warning notice should the violation reoccur, and it may proceed to immediately levy a fine.

XVI. AMENDMENTS

A. These Rules & Regulations may be modified, deleted, or added to at any time by a two-thirds vote of the entire Board of Directors.