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Recording Cover Sheet

Name of Document: RESTATED RULES AND REGULATIONS OF PEPPERMILL
AT KENDALE LAKES WEST CONDOMINIUM ASSOCIATION, INC.

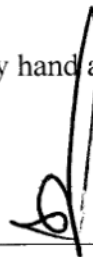
Affiant's Name: NESTOR POLO, President of Peppermill at Kendale Lakes West
Condominium Association, Inc.

Date of Document: AUGUST 11, 2014

**RESTATED RULES AND REGULATIONS OF
PEPPERMILL AT KENDALE LAKES WEST
CONDOMINIUM ASSOCIATION, INC.**

The undersigned President of **Peppermill at Kendale Lakes West Condominium Association, Inc.**, a Florida not for profit, which is legally described on Exhibit "A" attached hereto and which was established pursuant to the Declaration of Condominium for **Peppermill at Kendale Lakes West Condominium**, recorded in Official Records Book 10962 at page 1775 of the Public Records of Miami-Dade County, Florida, hereby certifies that in accordance with the By-Laws of **Peppermill at Kendale Lakes West Condominium Association, Inc.**, the amendment to Rules and Regulation attached as Exhibit "B" were duly adopted by the Board of Directors of the Association on August 11, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of office this 22 day of August, 2014.



Nestor Polo, President

State of Florida)
County of Miami-Dade)

BEFORE ME, the undersigned authority, this day personally appeared Nestor Polo, President of **Peppermill at Kendale Lakes West Condominium Association, Inc.**, a Florida corporation not for profit, and known to me to be the person who, as such officer, executed the foregoing Certificate and who acknowledged before me that he has executed the same as such officer of said corporation; that he produced this Driver License as identification, he did not take an oath, and that the seal affixed to said Certificate is the true and genuine seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 22 day of August, 2014.



Notary Public, State of Florida at Large

Lissett Moreno

Printed Name of Notary Public

My Commission Expires:

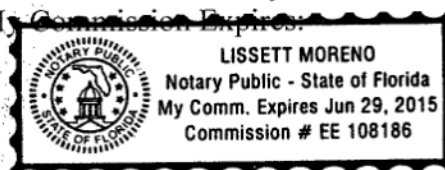


Exhibit "A"
Legal Description

A portion of Tract 7, "KENDALE LAKES WEST SECTION TWO", according to the Plat thereof as recorded in Plat Book 98 at Page 15 of the Public records of Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Tract 7; thence South 87 degrees 43 minutes 40 seconds West Along the South line of said Tract 7 for 143.00 feet; thence North 2 degrees 16 minutes 20 seconds West at right angles to the last and next described courses for 87.00 feet; thence South 87 degrees 43 minutes 40 seconds West for 213.00 feet; thence North 2 degrees 16 minutes 20 seconds West at right angles to the last and next described courses for 66.71 feet; thence South 87 degrees 43 minutes 40 seconds West for 3.83 feet; thence North 2 degrees 16 minutes 20 seconds West at right angles to the last and next described courses for 18.50 feet; thence South 87 degrees 43 minutes 40 seconds West for 6.00 feet; thence North 2 degrees 16 minutes 20 seconds West at right angles to the last and next described courses for 239.67 feet; thence North 87 degrees 43 minutes 40 seconds East for 6.00 feet; thence North 2 degrees 16 minutes 20 seconds West at right angles to the last and next described courses for 18.50 feet; thence North 87 degrees 43 minutes 40 seconds East for 3.83 feet; thence North 2 degrees 16 minutes 20 seconds West at right angles to the last described course for 114.83 feet; thence North 87 degrees 41 minutes 28 seconds East for 330.98 feet to a Point of Curvature; thence Northeasterly, Easterly and Southeasterly along a circular curve to the right having a radius of 25.00 feet and a central angle of 90 degrees 02 minutes 12 seconds for an arc distance of 39.29 feet to a Point of Tangency; thence South 2 degrees 16 minutes 20 seconds East for 520.42 feet to the Point of Beginning; (last mentioned three courses being coincident with the boundary of said Tract 7), all lying and being in Dade County, Florida.

Exhibit “B”
Restated Rules and Regulations

PEPPERMILL AT KENDALE LAKES WEST CONDOMINIUM ASSOCIATION, INC.

RESTATED RULES AND REGULATIONS

AS APPROVED BY THE BOARD OF DIRECTORS
AUGUST 11, 2014

PREFACE: These Rules apply to all residents of and property within the geographical boundaries of Peppermill at Kendale Lakes West Condominium ("Community"). These Rules shall not supersede, but shall be supplemental to any provisions contained in any of the governing documents for the Peppermill at Kendale Lakes West Condominium Association, Inc. ("Community"). Anyone ignoring, disobeying or otherwise not observing these Rules may be denied the use of the relevant facility and may be fined in accordance with Florida Statute 718.303(3) and the governing documents. Laws of all governmental bodies prevail within the community. Residents are responsible for their occupants, licensees or invitees to comply with any provision of the declaration, the association bylaws, or reasonable rules of the Association.

ENFORCEMENT: The Rules and Regulations as set forth will be enforced in the following manner:

1. Residents shall comply with the Rules and Regulations of the Condominium, any and all rules and regulations that from time to time may be adopted, and the provisions of the Declaration By Laws and the Articles of Incorporation of the Association as may be amended from time to time. Failure of a resident to comply shall be grounds for action which may include, without limitation, an action to recover sums due to damages, injunctive relief, arbitration proceedings and/or fines.
2. The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine will be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing.
3. A fine of \$100 per violation will be assessed to the unit, or as much as Florida Law permits at the time.
4. The association shall deliver written notice of the violation to the unit owner and/or lessee containing the date, time and place of the meeting of the committee that will hear from the defaulting unit owner and/or lessee concerning the violation.

5. The association may suspend, for a reasonable time, the right of a unit owner, or a unit owners' tenant, guest or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.
6. In order to protect and maintain our community we have installed security cameras in all public areas. Please note that the violations detected and confirmed through safety videos will be fined as set through the rules of our community. In the case of a physical injury to any of the community facilities, all cost of repair and/ or attorney's fees, will be added to the fine.
7. Violations should be reported to management, in writing, not to the Board of Directors or to the officers of the Association.

USE/RIGHT OF ENTRY:

1. The condominium units shall be used only for residential purposes. Condominium units may not be used for any commercial use.
2. There shall not be kept in any unit any flammable, combustible or explosive fluid, material, chemical or substance except for normal household products.
3. Owners must abide by the Association's right of entry into units in emergencies. In case of any emergency originating in or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it or management shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit a key to such unit under the control of the Association. In the event, a key is not provided by the Owner, the owner shall be responsible for any cost and/or expenses suffered by the association at the time of entry.
4. No member shall allow the corridor entrance door to his or her apartment to remain open for any purpose other than for immediate ingress and egress.
5. No waterbeds are to be brought into the units for any reason whatsoever.

COMMON AREAS:

1. No person in a common area of the Condominium shall engage in loud, boisterous or disorderly conduct. Residents, their families and guests shall not appear in or use Clubroom, gym unless properly and fully clothed (proper attire including shoes and shirts).
2. When walking from the pool deck to your unit you must have proper attire. Wet bathing suites are not allowed through the common areas.
3. No garbage bags, shoes, boxes, or other articles may be placed in the common areas or on staircase landings.

4. Common areas and stairways may not be used to store size or cut any material or object. All such work must be completed within the unit and the unit door must remain closed.
5. Common areas shall not be obstructed, littered, defaced, altered or misused in any manner.
6. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other articles on any part of the common areas or recreations facilities, except those areas designated by the Board of Directors.
7. No resident shall make any addition or alteration to the common areas.
8. No resident shall place in the common areas, hallways, corridors any plants, mats, furniture or any other objects that can modify the appearance and decoration of such areas or cause an obstruction/safety hazard to others, unless authorized by the Board.
9. Unit Owners, residents, their families, guests, servants, employees, agents and visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon any roof area, meter room or other service room or service area.

EXTERIOR APPEARANCE OF BUILDING:

1. No sign, notice, advertisement or other lettering shall be exhibited, displayed, inscribed or painted or affixed in, on or upon any part of the Condominium property by any resident.
2. No "Sold" or "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Condominium Property or in any Condominium Parcel therein.
3. No awning, screening, shutter, canopy, television antenna or other projection shall be attached to or placed upon the outside walls, doors or roof of the building without the written consent by the Board of Directors of the Association.
4. Cable and television antenna installations, must be first approved by the Board.

GARBAGE/TRASH:

1. All boxes, cardboards, and /or furniture must be taken to the main trash room dumpster. All boxes must be dismantled before throwing into the dumpster.
2. No construction material shall be sent down the garbage chute or left in the garbage chute room.
3. Any worker needing to dispose of construction materials must take the material with them. They will not be permitted to dispose of it in residential dumpster area.
4. You are responsible to ensure that your garbage bag does not contain any bouncing liquid or punctures that might cause a leak which can stain the property carpet/walls. (Anyone who stains the walls/ hallways will be fined and will have to cover any additional cleaning charges.)
5. Do not send small children to throw away the trash.
6. No article, big or small can be dragged down the hallway.

7. Boxes cannot be disposed down the trash chute; you must take them to the garbage area and leave them there.
8. No wipes, pads, tampons, paper towels, napkins, plastic materials, cotton, hair and any other product other than toilet paper can be flushed down the toilet. These products affect the pipes of the community. In the event, this rule is not abided by, the pipes will need replacement and/or repair costing the community unwanted costs.

BALCONIES:

1. No barbecues, electronic grills, gas grills, outdoor kitchens, fryers or open fires are permitted on balconies and/or common areas (or within the unit).
2. No tiles or other flooring material should be used in the balconies, unless approved by the Board of Directors of the Association.
3. No rugs, clothing, towels, mops, rags, sheets, blankets or other objects may be shaken, dusted, hung or exposed on any part of the common elements and/or balconies or in any part of the exterior of the building.
4. Nothing may be left on a balcony that may detract from the appearance of the building. This prohibition shall include, but not limited to, laundry, bathing suits, towels, beach mats and mops.
5. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on balcony or sun deck ledges. No objects shall be hung from balconies or window sills.
6. Balconies may not be used as storage areas.
7. Balconies may not be used to store, size, or cut any material or object. All such work must be completed within the unit and the unit door must remain closed.
8. Objects may not be placed on balconies that may create a risk of injury should they fall.
9. Nothing (including water and CIGARETTES) may be dropped, thrown or poured from balconies.
10. The hosing, watering of plants on balconies, and sweeping and/or mopping shall not be done in a manner, which unreasonably disturbs persons residing in other apartments.
11. Chlorine, detergent and/or other cleaning products shall be not be used while hosing or watering plants on the balcony.
12. Smoking is prohibited in the common areas of the building, and disposal of cigarettes/ ashes or any other object down the balcony is strictly prohibited as this falls on other resident's balconies and on cars parked below. Please be extremely cautious of this.
13. Owners and/or residents shall remove all movable objects, including furniture, from the balconies, if they will not be in residence during the hurricane season.
14. No furniture which extends higher than the rail or railing on such balcony or which may be visible from outside the condominium buildings, including without limitation, umbrellas or tables, shall be kept or placed on any balcony.

TELEVISION AND SATELLITE DISHES:

Satellite Dishes can be installed in accordance with the Rules and Regulations of the Association. The Association, prior to satellite dish installation must approve the method of installation. To maintain the aesthetic appeal of the Condominium, residents will be required to mount their dish on a tripod on their balconies. No items may be permanently affixed to the outside walls, balcony, railing, terrace floor or roof and no exterior wall penetrations are permitted when running cables.

NOISES/NUISANCE:

1. Each resident is entitled to quiet enjoyment of his/her apartment as well as the outside and common facilities; therefore, certain standards for individual behavior are necessary to assure harmonious living. No loud radios, stereos or TV's between the hours of 10:30 PM and 8:00 AM. Owners should have a sense of pride in ownership and an obligation to respect the rights of others. Residents who are not owners and guests have an equal obligation. No parties or Loud Noises after 10:30PM.
2. Owners shall not use or permit the use of their premises in any manner which would be disturbing to or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.
3. Carpentry, carpet-laying, tile-laying, picture-hanging or any trade (do-it-yourself work) involving hammer or drill work, etc., must be done between the hours of 8:00am to 4:00pm Monday thru Friday and Saturday 9:00am to 3:00pm.

CHILDREN:

All children shall not be permitted to play, ride bike, roller blade, skate board, skate or play ball in the walkways, corridors, common areas or stairways of any condominium building or any form or fashion disturb the quite enjoyment of owners.

CAR REGISTRATION/PARKING

1. All vehicles need to be registered and identified with a Condominium decal if not, vehicles will be towed away at the vehicle owner's expense. In order to receive a permanent decal, your car registration and driver's license needs to be up to date with the permanent address.
2. Parking decals are non-transferrable and non-assignable. Each car must be registered and issued a decal.
3. Owners, residents, tenants, and guests who violate the Rules and Regulations shall be liable for, but not limited to, any damage to the buildings, amenities and recreation areas, grounds, individual units, and any other common elements of the Association caused by receiving deliveries or the moving/removing of furniture and possessions to and from the building, any damage inflicted by their automobiles to automobiles in adjacent spaces or driveways.

4. You are responsible of ensuring that your parking space remains clean and stainless at all times. If you notice a liquid dripping from your vehicle, place a cardboard under it to avoid stains to the cement.
5. Vehicles with company logos/ advertisements/ flat tires/ broken cannot park on the property.
6. No mechanical work / fixing/ working/ washing of vehicles on the property are strictly prohibited.
7. Residents with one vehicle must park in designated parking space. Parking in guest parking space for more than 72 hours is not allowed.
8. Vehicles must be parked head in, License tag must be visible at all times.
9. All vehicles improperly parked are in violation of the Condominium Rules and Regulations and will be towed away at owner's risk and expense at any time without prior notice.
10. Vehicles with expired Tags or Temporary Tags more than 30 days old are not allowed, and will be towed away.
11. SPEED LIMIT IS 5 MPH.
12. Boats, boat trailers, commercial vehicles, vehicles with ladders or equipment shall NOT be permitted on the condominium property.

PETS:

1. With the exception of fish, a unit owner may keep a maximum of one (1) pet.
2. Pet may weigh no more than twenty five (25) pounds full grown.
3. The term "pet" shall be limited to dogs, cats and birds.
4. Pets must be registered with a picture at the Management office and a copy of current vaccination record is required for the file.
5. Only Unit owners are entitled to having pets, within the guidelines of the Rules and the Governing documents. Renters are prohibited from having pets.
6. The only permissible pet is of the usual domestic variety (dog, cat, bird and fish)
7. Pets on Peppermill at Kendale Lakes Condominium premises must be on a leash at all times.
8. Pets may not be kept on balconies where they may disturb other residents by barking, etc.
9. Pets are not allowed in the pool area, club house, or any common areas not designated as a doggy area.
10. Pets must be carried from your apartment through the corridors, elevator and lobby area into the designated doggy station area.
11. Pet owners shall assume full responsibility for any damage to persons or property caused by their pet.
12. No animal shall be allowed to commit a nuisance in any public portion of the condominium building or property.
13. In the event a pet should defecate in common grounds, it is the owner's responsibility to clean up the soiled area.

FACILITIES AND AMENITIES:

POOL & JACUZZI:

1. Please make sure you follow the rules posted on the pool deck. Pool hours are from '8:00 a.m. to 9:00 p.m.' and is closed from "9:00 p.m. to 8:00 a.m.".
2. Swimming is at your own risk (no lifeguard on deck.)
3. An adult must accompany children under the age of 12.
4. Pool deck furniture may not be removed from pool area
5. No pets are allowed in the pool or sundeck.
6. No topless sunbathing.
7. No one is allowed to enter the building dripping.
8. Food or drinks/glass containers are not permitted in pool or deck area.
9. Visitors need to be accompanied by owner of lessee at all time to use this facility.

CLUBROOM:

1. These Rooms may be used for social events by the residents of Peppermill at Kendale Lakes Condominium Association, Inc. and by the Board of Directors to hold meetings.
2. Residents will be able to reserve the rooms of the amenities areas for special events by contacting The Management Office after they have fulfilled all the requirements.
3. Non Refundable fee for rental use shall be determine from time to time by the Board of Directors. At time of rental a cleaning deposit of \$200.00 is required, yet refundable upon a clear inspection from management.
4. All children 16 and under must be accompanied by an adult in all amenity areas.
5. No pets are allowed in the Clubroom.

GUESTS/VISITORS: Owners are fully responsible for their guest's adherence to these Rules and Regulations of the Association.

1. Any visitor staying for more than a month (30 days) is considered a resident and must complete the full application process.
2. Exception: Visitors staying for over a month must go to office and provide proof of residency of where they currently reside in order to extend their stay.
3. The maximum number of visitors allowed per unit: 2

ARCHITECTURAL MODIFICATION:

1. An Architectural Modification Form must be submitted and approved (7-10 business days) prior to installation of any including but not limiting to satellite dish, wood, tile stone or marble flooring (SOUND CONTROL

REQUIREMENTS). The application must include sound control material specifications and testing data for approval.

2. License, Permits & Liability is required to perform any regulated project.
3. A Construction deposit is required of \$300.00, this deposit is refundable after an inspection of the common areas and unit is completed and any permit(s) is/are closed.
4. Elevator use must be reserved within 48 hours prior to use and a \$50.00 Non-refundable deposit is required. Service Elevator hours are Monday to Friday 8:00AM to 5:00PM.
5. No garbage bags, shoes, boxes, or other articles may be placed in the corridors or on staircase landings.
6. Corridors and stairways may not be used to store size or cut any material or object. All such work must be completed within the unit and the unit door must remain closed.
7. Corridors shall not be used by tradesman or workers of any craft to store, size, cut or repair any material or object of any kind, especially inflammables. All work must be accomplished within the apartment.
8. Meter rooms are not to be used for storage.

ROOF:

No unauthorized individuals are permitted on the roof for any purpose. Owners shall be responsible for keeping their residents, families, guests, tenants, and employees off the roof.

INSURANCE:

Owners should obtain insurance coverage at their own expense for personal property and contents, as well as individual liability coverage for their own personal dwelling and its contents, and additional living expenses. The insurance purchased by the Association does not cover claims against an owner due to accidents occurring within the condominium unit nor does it cover casualty, theft, loss, or flood damage to the contents of a unit. Personal improvements including, but not limited to upgrades, floor coverings, tile, carpeting, padding, wall coverings, wallpaper, paint, paneling, ceiling treatments and built-ins are not covered by the Association's Policy. It is the responsibility of the individual homeowner to purchase and pay for insurance for all such risks. It is important for each homeowner to understand what his/her responsibility will be if a total loss to the unit is incurred. Professional insurance advice should be sought.

MOVE-IN-PROCESS:

1. In order to reserve the elevator, residents must notify the Management at least 48 hours in advance prior to moving furniture. Deposit of \$300.00 dollars is required at time of move. In the event any damage is caused to any common elements, such deposit will be non-refundable.
2. No moving after 4:00pm Monday – Friday.

3. No moving on Saturday, Sunday, or Holidays.
4. Moving vehicles or containers may not be left or stored overnight and must obey all rules pertaining to vehicles.
5. Temporary parking in the loading dock area is permitted while loading and unloading of materials; however, vehicle cannot be left unattended for lengthy periods of time.
6. Owners and Residents shall be liable for all damages to the buildings caused by receiving deliveries or moving or removing furniture or other articles to or from the buildings.

ELEVATORS:

1. Smoking is prohibited in all common areas within the building including elevators, lobby and corridors.
2. Bathers who use the elevators must be dry, wear shoes and proper attire.
3. Residents with bicycles or two wheels cart are to use the freight elevators and be careful not to damage walls or doors if padding is not on the elevators walls.
4. You must report to the office at least 2 days in advance to complete the corresponding form and schedule your move or delivery. *The corresponding fees must be paid in order to confirm the reservation.
5. Please be aware the elevators are being monitored via camera surveillance.

BICYCLES:

Bicycles may not be parked or stored in hallways, balconies, stairwells, meter rooms or any other common areas. References to bicycles in this section include tricycles and all other non-motorized, wheeled vehicles.

DAMAGE: Owners, residents, tenants, and guests who violate the Rules and Regulations shall be liable to, but not limited to, any damage to the buildings, amenities and recreation areas, grounds, individual units, and any other common elements of the Association caused by receiving deliveries or the moving/removing of furniture and possession to and from the building, any damage inflicted by the automobiles to automobiles in adjacent spaces or driveways.

BULLETIN BOARD:

A Bulletin Board is available at the Mail Box Room for exclusive use of the Association. The Bulletin Board will be used by the Association to post notifications, information and official announcements, etc.

HURRICANE/TROPICAL STORM:

1. Owner and/or Resident who plans to be absent from his unit during the hurricane session must prepare his unit prior to departure by:

- a. Removing all furniture and plants from his balcony;
- b. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage. Each member shall furnish management with the name of such firm or individual.

GOVERNING DOCUMENTS:

1. All Owners and/or Residents must abide to all of the restrictions, limitations and obligations of members as provided in the Declaration or as provided in the Declaration of Condominium.
2. Complaints regarding the services to the Condominium shall be made in writing mailed or sent via email to the management company.
3. The use of all recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish.
4. Payments of monthly assessments shall be made at the main administrative office or such other place as may be designated from time to time. Payments made in the form of check shall be made payable to the order of the Association. Payments of regular assessments are due on the first day of each month, and if made ten (10) or more days later, are subject to late charges, as provided by the Board of Directors.
5. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such unit owner or resident.
6. There shall be no solicitation by any person anywhere in the buildings for any cause, charity or any purpose whatever, unless specifically authorized by the Board of Directors.