

Master Declaration for Sunset Lakes

In part states...

4. Assessments for Common Expenses.

4.1 Responsibility. Each OWNER shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES and for the payment of PARCEL ASSESSMENTS to the Master Association.

4.3 Determination of ASSESSMENTS for COMMON EXPENSES. Not less than 60 days prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year, which shall estimate all of the COMMON EXPENSES to be incurred during the fiscal year.

4.4 Notice of ASSESSMENTS. The MASTER ASSOCIATION shall then promptly notify all OWNERS, in writing, of the amount, frequency and due dates of the ASSESSMENTS for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget of the MASTER ASSOCIATION for the fiscal year.

4.5 SPECIAL ASSESSMENTS. If the expenditure of funds is required by the MASTER ASSOCIATION in addition to funds produced by the regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which may include ASSESSMENTS to provide funds to pay for an existing or proposed deficit of the MASTER ASSOCIATION, or for any additions, alterations, or improvements to any COMMON AREA, or for any other purpose. Where any such funds may be required for a specific PARCEL EXPENSE, the special ASSESSMENTS shall only be made against the applicable PARCEL (S) as special PARCEL ASSESSMENTS.

Architectural Control 5.1 Purpose. The Master Association shall have the right to exercise architectural control over ALL Improvements, to assist in making the entire Subject Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any Improvement including, but not limited to size, height, site planning, set-back exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria.

6. Use Restrictions and Maintenance Requirements

6.1 Air Conditioning Units. Only central air conditioning units are permitted without the prior written consent of the HOA. Wall and/or window units, are not permitted.

6.2 Automobiles, Vehicles and Boats. No vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer or vehicle other than a private passenger vehicle and no boat, may be parked or stored outside of a HOUSE overnight. NO overnight parking is permitted on ANY streets, lawns or areas other than driveways and garages.

6.3 Basketball Backboards. Professionally manufactured basketball backboards are permitted and must be approved by the HOA. No garage or roof mounted basketball backboards are permitted.

6.4 Beaches/Lake Banks. No owner shall create any beach or sandy area, or alter the design slope, contiguous to any lake or canal within the subject property. All lake banks shall be properly stabilized, maintained and sodded as designed and approved by the South Broward Drainage District.

6.5 Business Use. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the subject property nor within any unit.

6.10 Exterior Changes, Alterations and Improvements. No owner shall make any improvement without the prior written consent of the HOA.

6.11 Fences and Walls. Fences and walls shall not be permitted in the front of any unit. No fence or wall shall be installed without the consent of the HOA as to the location, height, type and materials of the fence or wall. All fences and walls must be maintained in good condition at all times.

6.12 Garages. No garage shall be permanently enclosed and no portion of a garage originally intended for the parking of an automobile, shall be converted into a living space or storage area without the written consent of the HOA. All garage doors shall remain closed when not in use. If any garage is enclosed, the garage door shall not be removed and the enclosure shall be performed in a manner such that from the outside of the unit it appears the unit still contains a garage.

6.13 Garbage Containers, Oil and Gas Tanks and Air Conditioners. All garbage and refuse containers, air conditioning units, bottled gas tanks and all permanently affixed swimming pool equipment and housing, shall be underground or placed in walled-in or landscaped areas and shall be appropriately landscaped, as approved by the HOA so that they will be substantially concealed or hidden from any eye-level view from any street or adjacent property.

6.14 Garbage and Trash. Garbage, trash, refuse or rubbish shall be regularly picked up and shall not be permitted to unreasonably accumulate. All types of garbage that is required to be placed near any street or at any particular area in order to be collected, may be so placed and kept after 5:00 p.m. on the day before the scheduled day of collection and any trash facilities must be removed on the collection day. All garbage must be placed in appropriate trash facilities and all containers or garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

6.16 Landscaping. All homes shall be tastefully landscaped in accordance with any criteria established by the HOA, to the waterline of any abutting lake and to the pavement edge of any abutting road. Lawns shall be primarily grass and shall not be paved or covered with gravel, artificial turf or other covering unless permitted by the HOA. All diseased or dead sod, plants, shrubs or flowers shall be promptly replaced and excessive weeds or unsightly growth shall be removed. All landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, fertilization, irrigation and weed, insect and disease control. Any underground sprinkler system which utilizes water supplied by a well, shall utilize a rust inhibitor system, so that rust deposits will not accumulate on any building, wall or paved area.

6.17 Leases. All leases of a home must be in writing and specifically be subject to the Declaration, the Articles and the Bylaws with copies delivered to the Master Association prior to occupancy by the tenant(s).

No lease shall be for a period of less than 6 months and no homeowner may lease his home more than 2 times in any consecutive 12 month period, without the consent of the HOA.

6.18 Maintenance. All units upon any property shall at all times be maintained in accordance with all applicable governmental requirements, in first class condition and good working order and in a neat and attractive manner. Exterior maintenance, including painting, shall be periodically performed as reasonably required. Paint colors shall not be materially changed from the prior existing color without consent of the HOA and all paint colors shall be harmonious with other improvements within the subject property. No excessive and/or unsightly mildew, rust stains, dirt or deterioration shall be permitted to accumulate on any building. All sidewalks, driveways, parking areas and other paved or hard-surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary. All curbing shall be repaired if damaged.

6.19 Nuisances. No nuisances shall be permitted within the Subject Property and no use or practice, which is an unreasonable source of annoyance to the residents within the Subject Property or shall interfere with the Peaceful Possession and proper use of the Subject Property by its residents, shall be permitted. No unreasonably offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times.