Las Ramblas

SINGLE-FAMILY HOMES OF FONTAINEBLEAU LAKES WEST HOMEOWNERS' ASSOCIATION, INC.
("ASSOCIATION")
RULES AND REGULATIONS

Pursuant to the Covenants, Rules, and Regulations filed with Miami Dade County (Reference: Book 26262/Page 1963registered Statement of Restrictions and Agreements ("Statement"), the Association hereby adopts the following Rules and Regulations ("Rules"). These Rules govern the use of the Common Areas and Fontainebleau Lakes Townhomes West and are designed for the mutual benefit of all home and lot owners ("Owners"). The Rules are binding and may be enforced against all Owners, residents, tenants, guests, employees, and invitees. Violation of these Rules shall be subject to all applicable Florida Statutes and the provisions of the Declaration of Association. You can access HOA documents, request Forms, and the HOA website through your My Property App (Community/Documents and click on the link to open the HOA Dashboard.

I. MAINTENANCE AND APPEARANCE (Covenant Sections 11 & 12)

1. To maintain the standards of the Association, all properties and improvements to which they are subject must be kept in a good and safe condition, clean, neat, and attractive.

2. (1) Soft Rule: Residents must clean roofs, walls, and driveways whenever they appear dirty, based on reference images provided by the Association that clearly illustrate what constitutes "clean" versus "dirty."

3. (2) Hard Rule: Regardless of appearance, all roofs, walls, and driveways must be cleaned at least every two (2) years, and fences must be repaired or replaced when wood shows signs of deterioration.

4. Fences: Restoration, repair, or replacement of fences will only be required when they are visibly deteriorated, show signs of mold, or exhibit structural damage.

5. Modifications of any kind, including Driveway expansions, must be approved by the HOA, or violation fees will be assessed.

6. All property and improvements must be maintained in good working order and be in an attractive, painted, and finished condition. This includes but is not limited to drains, mailboxes, and fences.

7. Roads, streets, pathways, sidewalks, parking lots, and other paved or hard-surfaced areas intended for vehicular or pedestrian traffic ("pavements") must be kept clean and free of debris. Damaged or eroded areas of pavements should be repaired, replaced, or resurfaced as appropriate.

8. Owners or their agents must not block or restrict access to Association personnel on the property.

9. Trees, shrubs, or landscaping that alter the appearance of a dwelling, at the sole discretion of the Architecture Committee, must not be removed from any dwelling without first receiving written approval from management.

10. No dwelling should emit loud, noxious, or offensive noises or odors. According to the Miami-Dade County Ordinance, noise must cease from 11:00 PM to 7:00 AM.

11. Holiday lights must be removed within a reasonable time. The last day must be February 7 of that year.

12. Regardless of what the Declaration contains, to the contrary, any sign or signal must conform to design guidelines adopted from time to time by the ARC.

II. HURRICANE STORMS (Covenant Section 13.4)

1. Any hurricane protection device or shutter that is visible from the exterior of a home must be of a type approved by the Association. Under no circumstances shall the association be responsible for the installation, configuration, maintenance, or removal of any storm shutter.

2. The installation of hurricane shutters, other than those provided by the Association, if applicable, will require the approval of the ARC.

III. TYPES OF HURRICANE SHUTTERS (Florida Statue Section 720.316)

1. Accordion and Roll-up Hurricane Shutters: Accordion and roll-up hurricane shutters may be kept closed only during hurricane season, and not at any other time. Accordion and roll-up hurricane shutters shall not be permitted in window or door openings surrounded by stucco trim or in the front elevation of a dwelling. Accordion-style and roller shutters can be kept closed during hurricane season ONLY.

2. Canopy-Type Hurricane Shutters: Canopy-type hurricane shutters shall not be permitted in window or door openings surrounded by stucco trim or on the front elevation of a dwelling.

3. Panel and Wood Panel Hurricane Shutters: Panel and wood panel hurricane shutters may be installed up to 50 hours before a hurricane is expected. Panel hurricane shutters and wood paneling must be removed within a reasonable period after the association ceases to be under any type of tropical storm or hurricane watch/warning.

IV. PARKING (Covenant Section 9.6)

1. Commercial vehicles, recreational vehicles, boats, and trailers (including but not limited to camping, boating, residential, or any other type of trailer) must be kept in the garage of the dwelling and are not permitted anywhere else on the property. property of the subject. However, effective July 1, 2024, House Bill 1203 prevents HOAs from restricting the parking of personal vehicles, including pickup trucks and work vehicles (that aren't commercial motor vehicles) in driveways or other areas where owners have a right to park. The law still allows HOAs to restrict "commercial motor vehicles" (CMVs), but these are defined as vehicles exceeding 26,000 pounds, which are typically large trucks.

2. Contractors can park on the street from 8 AM – 7 PM Monday – Saturday while they work.

3. Commercial vehicles must not be parked or stored for a period greater than (8) hours, 8am to 7pm.

4. Overnight parking will not be permitted on streets, lawns, or areas other than property driveways or garages, without the prior written approval of the Association.

5. Any vehicle that continues to be illegally parked for a period of twenty-four (24) hours from the time the violation notice is placed on the vehicle will be towed.

6. No Owner shall conduct or allow any motor vehicle repair or restoration to be conducted on any part of Association property, except within the garage of their residence. The Association may allow exceptions to the rule in cases of emergency.

7. No vehicle which cannot operate on its own power shall remain on the property for more than 12 hours except in the garage of a home, if any.

8. All homes that have a sidewalk may park 2 vehicles parallel in the driveway and one vehicle may park parallel to the road, provided they do not block the sidewalk which must maintain 32 inches of clearance to remain ADA compliant (the width of a wheelchair).

9. Each unit has a total of 7 overnight visitor passes per month.

10. Overnight parking in the visitor spots will require an overnight pass. Security can provide passes up to 48 hours, anything that exceeds this amount will need to be approved by management. Note: If your visitor will be staying more than 2 consecutive nights, please request an extended pass from management.

V. GARBAGE (Covenant Section 13.3)

1. Garbage, dirt, debris, clippings, discards, or waste (“garbage”) may only be kept in closed containers, trash cans, or other garbage collection facilities. Trash bins will be hidden from view and kept in a clean and sanitary condition. Garbage will not be deposited, disposed of, or maintained in any other part of the subject's property.

2. Trash left by Owners or Owners' agents must be removed, and all areas left in a clean condition, before the end of that day.

3. Trash should not be placed outside the residence for collection before 5:00 p.m. the day before the scheduled service. All containers must be removed from the curb or building facade after collection, no later than 5:00 a.m. the following day.

4. Open burning of garbage is not allowed.

VI. PETS AND ANIMALS (Miami Dade Regulation Section 5-20)

1. Owners may have up to two (2) household pets, subject to Section 5-20 – Regulation on dogs in public areas.

2. No animals of any kind are to be bred, educated, or kept on property for any commercial purpose.

3. Each owner will be responsible for the activities of their pet. All pets must be carried or kept on a leash when out of the home or in fenced areas.

4. Pets must not be an unreasonable nuisance or annoy other residents. The Association's determination that a kept animal or pet is a nuisance shall be final and binding on all parties.

5. No pet shall be outside of a dwelling unless the said pet is kept on a leash or within an enclosed portion of a dwelling yard if any. No pet or animal should be left outside unattended or "tied outside" in common areas or outside of a dwelling.

6. Owners must not allow pets to defecate in any area other than the owner's residence or designated "pet walking" areas on the property. The person who will walk the pet or the Owner must clean up any material created by the pet.

7. The Association may require any pet to be immediately and permanently removed from the subject's property due to violation of these Rules and the governing documents. Pets must be removed within forty-eight (48) hours of giving notice of removal of any pet.

8. Unless otherwise stated, the general rules and regulations applicable to pets do not apply to emotional support or service animals.

9. All residents will refrain from feeding any birds, ducks, or stray animals within the subject property.

VII. NEW RESIDENTS SCREENING (Covenants Section 14.14)

To ensure the safety and security of the community, all new residents over the age of 18 are required to undergo a background check prior to moving in. The specific fees and application forms are available at the management office. Move-ins will not be authorized until the screening process is complete. Under F.S. 720.303(5)(c)2, information obtained in connection with the approval of a lease or sale is not accessible to other owners.

VIII. COMMON AREAS (Covenant Section 9)

A. Club House Large Conference Room

1. Anyone wishing to reserve the conference room must first open a ticket requesting the desired date. Once the ticket is received, the Administration will send the official request form to the applicant's email address to complete the reservation process. The reservation fee is $1,000.00, plus a rental fee of $250.00 payable to the Association, and a cleaning fee of $200.00 payable to Sharp Property Services LLC.

2. All payments related to conference room reservations must be made by bank transfer, money order, or credit card. The security deposit may be paid by check.

3. Residents must supervise and are responsible for any actions of guests whom they allow to attend the proposed event or gathering. The clubhouse property can not be used for commercial purposes.

4. No illegal or disruptive activity should be allowed. Disturbing noise levels, whether in the form of conversation, music, or any other source, are prohibited.

5. Parking on the street, lawn, or within any area other than designated parking spaces is strictly prohibited. The designated area for your event will be marked with-in orange cones and should be the only area for parking during the event. Violation of this rule may result in the vehicle being towed at the owner's expense and the immediate forfeiture of the security deposit. The event or meeting must conclude no later than 11:00 p.m. between Sunday and Thursday or at 2:00 a.m. on Friday or Saturday. The conference room cannot be reserved for use on holidays. No exceptions will be made without the prior written approval of the Administration.

6. Decorations that are secured to walls with objects such as thumbtacks, tape, or staples are prohibited. The use of decorations such as glitter and confetti is also prohibited.

7. After using the conference room, residents must remove all items brought during the rental period. If tables and chairs were rearranged during the rental period, they must be returned to their original position. Before returning the security check that was deposited, a complete inspection of the Clubhouse must be made to check for any damage.

B. Swimming Pool

1. The pool area may be used from sunrise to sunset. The pool can not be used for commercial purposes.

2. All people using the pool facilities must shower before entering the water.

3. No glass or animals will be allowed inside the fenced area of the pool or within 50 feet of the unfenced pool.

4. No food or drink will be allowed in the pool or on the wet pool deck.

5. Swim at your own risk. The pool areas are not supervised by lifeguards during their hours of operation.

6. People who are not good swimmers should be accompanied by people who can swim whenever they are in the pool or on the pool deck.

7. Flotation devices are permitted, but their use by non-swimmers requires direct supervision in the water by a responsible individual.

8. Individuals who are unable to swim 25 yards without stopping and cannot handle themselves well in the water are prohibited from reaching areas where the water is higher than shoulder level. To prevent accidental loss or damage, we recommend that personal pool toys be left at home.

9. No person who has contagious diseases that can be transmitted through the use of the pool or suspects they have them should enter the water.

10. Appropriate swim attire (swimsuit) must be always worn.

11. Persons not educated in the use of the bathroom must wear waterproof pants or underwear when using the pool. Diapers (cloth and disposable) are prohibited.

12. Animals are not permitted in the pool or on the pool deck unless required in accordance with applicable laws and regulations.

13. The pool may be closed due to weather warnings, fecal accidents, chemical balance, or general maintenance and repairs.

14. The pool and pool area will be closed during electrical storms or when rain makes it difficult to fully see any part of the pool or the bottom of the pool. The pool will be closed after the first sound of thunder or the first sight of lightning and will remain closed for 30 minutes after experiencing the last. Everyone must leave the pool deck immediately when directed by staff.

C. Fitness Center

1. The hours of use will be from 5:00 am to 11:00 pm. The fitness center can not be used for commercial purposes.

2. Residents ages 14 or older are authorized to enter and use the gym area. If the resident is between the ages of 14 through 17, they must have the consent of their parents or guardian as evidenced in the SOS registration community app. ALL residents must be registered in the SOS app for gym use.

3. Guests are responsible for their use of fitness equipment and do so at their own risk. Guests are responsible for knowing their personal physical limitations.

4. Guests must not enter the fitness center in wet bathing suits or bare feet.

5. No food, drinks, alcoholic beverages, breakable objects, or violent games will be allowed in the fitness center. Nothing that emits smoke of any kind will be allowed; this applies to cigarettes, drugs, etc.

D. Tennis Court Rules ([Florida Statute 720.304(1)])

1. Tennis Court Hours: 7 AM – 9 PM.
2. Use the tennis court at your own risk.
3. No food, glass or alcoholic beverages.
4. No pets.
5. No bicycles, rollerblades or skateboards.
6. Proper footwear required.
7. Children under the age of 12 must be accompanied by an adult.
8. Do not abuse the net or other equipment.
9. The tennis court can not be used for commercial purposes.
10. To use the tennis court, the resident must be present.

Reservations Note: Players must arrive at the tennis court 10 minutes before their reservation begins in order to confirm their presence. To ensure fair tennis court access for the entire community, unconfirmed reservations (no-shows) are a violation of the Rules. Repeated violations may result in a one-week suspension of reservation privileges after notice and an opportunity for a hearing, pursuant to Florida Statute 720.305. The complete Tennis Court rules are found in the SOS My Property App when making the reservation.

IX. Moving Trucks, Furniture Delivery Trucks, and Capsules or moving containers.

1. They are only allowed during the days and hours of Monday to Saturday from 8 a.m. to 7 p.m. Moving trucks are not allowed on Sundays and major US holidays. Without any exception.

2. You may not block a neighbor's driveway unless prior permission has been given by the owner/tenant of said property.

3. May not create a traffic hazard, community inconvenience, or nuisance. (For example, blocking both lanes on a two- way street). You must use only one side of the street parallel to the other. If the truck is small enough, you can use the driveway.

4. You must maintain a clearance of 15 feet on each side of a fire hydrant.

5. Cannot be left parked unattended and must be in the process of being moved out, except for weather-related issues (e.g., rain, lightning).

6. Overnight parking is not permitted under any circumstances. Furniture Delivery Truck
7. They are only allowed during the days and hours of Monday to Saturday from 8 a.m. to 7 p.m. Moving trucks are not allowed on Sundays or major U.S. holidays; no exceptions.
8. You must abide by the same rules and regulations as moving trucks.
9. Does not need management authorization. Moving Pods or Containers
10. It is only allowed to stand in the driveway of said property; no exceptions.
11. You may not park in the driveway of said property for longer than 72 hours.

Special Notes

- The owner/tenant must have the proper authorization from property management to authorize a moving truck, pod, or container to enter the community in advance. A copy of the clearance letter will also be provided to security staff at the guardhouse. If no authorization has been obtained, security personnel will notify your direct supervisor and property management immediately, and the move will need to be rescheduled until proper authorization has been obtained.
- Any inappropriate behavior by carriers or residents towards security personnel and/or neighboring residents is strictly prohibited.
- Failure to comply with the above rules and regulations may incur a maximum fine per violation to the property owner of up to $100 and not to exceed a total of $1000 per violation.

- The HOA management office can be reached by email: management@ramblashoa.org.
- You can access HOA documents, request Forms, and the HOA website through your My Property App (Community/Documents and click on the link to open the HOA Dashboard.

X. **ASSOCIATION PROPERTY DAMAGE**

Pursuant to Section 11.6 of the Declaration, any damage to Association property (including but not limited to gate doors, mechanisms, or common areas) caused by an Owner, their tenants, guests, or invitees, shall be the financial responsibility of that Owner. The Association will assess the actual costs of repair or replacement as an Individual Assessment against the Owner. Additionally, causing damage to Association property is a violation of the Rules. The Board may impose a fine of up to $100 per violation, up to the statutory maximum, after providing notice and an opportunity for a hearing pursuant to Florida Statute 720.305.