

HAMILTON PLACE HOMEOWNER'S ASSOCIATION, INC.

RULES AND REGULATIONS

I. Introduction

1. The Rules and Regulations of The Hamilton Place of Homestead Homeowner's Association Inc. have been established in the best interest of all residents. They are based on the premise that comforts and enjoyment of living which depend upon respect for the rights and privileges of others. The Rules and Regulations are reasonable and will be uniformly enforced.
2. As used in these Rules and Regulations the term 'resident' refers to the unit owners, tenants and their families. 'Common areas' refers to green areas, sidewalks, driveways.
3. All owners, representative, residents or guests are bound by these Rules and Regulations, which are based on the following:
 - a. The provisions of the Articles of Incorporation, the By-laws and the Declaration of Covenants, Conditions, Easements and Restrictions.
 - b. Respect for the houses, lawns, landscaping, mailboxes and facilities for which all residents have a common interest; and
 - c. Consideration and respect for the rights of all residents to live in a tranquil and pleasant environment with reasonable security and safety.
4. In the event of a conflicting interpretation between these Rules and Regulations, the Declaration of Covenants, and the By-laws, and the State of Florida Statutes shall govern. In the event of a conflicting interpretation between the English and Spanish **version**, the **English version** shall govern.
5. The Board of Directors of The Hamilton Place of Homestead Homeowner's Association Inc. may modify these Rules and Regulations as they deem necessary for the safety, care, and cleanliness of the property and for the health, comfort and convenience of all residents.
6. A statement of agreement to abide by these Rules and Regulations is provided at the end of this document for the signature of each owner or tenant to be returned to the Association.

II. General use and occupancy

1. **OCCUPANCY LIMIT:** Each unit shall be occupied and used as a private residence by the owner and his/her immediate family or his/her tenants. The Board of Directors **must approve new owners and tenants prior to occupancy**. The maximum number of residents permitted to live in a unit is:
 - 2 bedrooms** – three or four (3 or 4) depending on ages
 - 3 bedrooms** – four (4) persons
 - 4 bedrooms** – four or five (4 or 5) depending on ages
2. **IMMORAL, OFFENSIVE OR UNLAWFUL BEHAVIOR:** Residents shall not use or permit the use of their premises for any immoral, offensive or unlawful purpose. No use may be made of the premises that would be in violation of any federal, state, county or municipal law, statute, ordinance or administrative rule or regulations. **Initials: _____**

3. **DAMAGE OF COMMON AREAS:** The unit owner is liable for all expenses of damage to the common area due to negligence of the residents, resident's family, guests, employees or agents. This includes damage, destruction or unauthorized removal of plant, grass or trees.
4. **NOISE:** No resident will permit noise in such a manner to disturb or annoy residents between the hours of **10:00 PM – 8:00 AM. Parties will be allowed as long you keep it inside of your property and the music at the right decibel according to the law.**
5. **GUESTS:** When guests are to occupy a unit in the absence of the resident, the Association must be notified at least three (3) days in advance. Notification shall include the names of guest and the duration of their stay.
6. **OBJECTS IN COMMON AREAS:** Personal property may not be placed, stored or maintained in common areas.
7. **LOITERING:** Loitering is prohibited in the common areas. Playing is prohibited except for those designated areas (open area).
8. **MECHANICAL WORK:** No vehicle shall be repaired within any Property, except on emergency basis i.e. (flat tire, replace dead battery). No vehicle shall be left within the Property for more than one (1) business day if not capable of self-propulsion. It will be towed.
9. **EXTERIOR OF RESIDENCE:** Each owner shall maintain all structure (including residences, driveways) located on a Lot in a neat, orderly and attractive manner and consistent with the general appearance of the development. The color of the houses will remain the same and when need to be painted is at the owner expenses.
10. **HURRICANE SHUTTERS:** Must be installed forty-eight (48) hours prior the storm. The shutters **MUST** be removed forty-eight hours (48) after the storm passed. This is a **FIRE SAFETY HAZARD.**
11. **TRASH CANS & BULK TRASH:** All garbage, plastic bags, boxes must be inside of your trash cans. Containers must be stored as close to the unit as possible, from the sidewalk to the unit. They are not to be stored after the sidewalk. Containers are to be brought out no sooner than the night before and are to be brought back in for storage the same day of pick up. Bulk trash is to be taken out no sooner than the night before their pickup day, You can verify with the county by calling: (305) 224-4860 or visit their website at: www.Cityofhomestead.com
12. **RESIDENTS COMPLAINTS:** Complaints should be made in writing and submitted to the Association. Residents will be contacted in writing as to the resolution of the complaint.
13. **MAINTENANCE FEES:** Monthly Maintenance Fee is due on the first day of the month. Owners will be charged a fifteen (\$ 15.00) late fee if payment is received after the fifteenth of the month. Failing to pay will be sent out to collection with the lawyer.
14. **VEHICLES:** Must have a current tag and be in operable condition or they can be towed without warning.
15. **PARKING:** No parking on grass or in the street obstructing the right a way or the vehicle(s) can be towed at the owner's expense with no warning.

Initials:_____

16. YARD SALES: Are not permitted in the Association as there is no room for vehicles to park. Violators will be fined for non compliance.

III. SALE/LEASE OF UNIT

1. All provisions of the Declaration of Covenants, Conditions, Easements and Restrictions relating to the sale or lease of the units shall be strictly enforced.
2. Lease shall be for one year and not automatically renewable. Lease renewal request may be examined by the Screening Committee and approved by the Board of Directors. A copy of the lease shall be submitted to the Association. Sub-leasing is prohibited.
3. Owners shall not sell or lease any unit without prior written notice to the Association.
4. Approval/Disapproval of the application will be given to the unit owner prior to sale/tenancy.
5. No purchaser/lessee shall move personal effects into a unit prior to receipt of approval of the Association. The owner of record at the time of violation will be subject to fine of \$100.00 / per day in violation.

All incoming Unit owners, Tenants and occupants are required to register with the Management Company by completing an application which discloses information regarding the identities of all people occupying the unit. Each registering unit owner, tenants or occupant shall receive and acknowledge receipt of a copy of the Association's Rules and Regulations. New lease or renewals shall be for the term of twelve months and contain an addendum provided by the Management office which binds the landlord and the lessee to abide by the By-laws, Rules and regulations, Articles of Incorporation and all applicable rules and regulations of the Association and in the event of a default by the lessee under any of the terms of these documents, the **Association shall have the right to terminate the lease and evict the lessee and recover any damages suffered by the Association, including but not limited to attorneys fees and cost.**

IV.COMMON AREAS

1. **LITTER:** No residents or their guest shall litter or any way contributes to unsightly, unhealthy or unsanitary condition to any part of the property.
2. **ALTERATIONS:** shall not be made to any common areas without the permission of the Association. No resident shall install any signs, wiring, antennas, machines or barbeque equipment on the exterior of the house or common areas.
3. **OUTSIDE APPERANCE:** Nothing shall be visible from the outside of a unit that detracts from the uniform appearance of the units. Ex: No Yard sales permitted, BBQ's, bulk trash on days not of pick up and driveway tarps.
4. **HURRICANE SHUTTERS:** Hurricane shutters must be Miami- Dade County permitted and inspected and meet the uniformity requirements of Puerta Del Sol.
5. **SPILLS:** Anti-freeze or engine oil is not permitted on the driveways. Fines will be enforced.

Initials:_____

V. ENFORCEMENT

Infraction of the By-laws or these Rules and Regulations must be called to the attention of the offender in writing by the Association with copy to the unit owner if this offense is committed by the tenant. The offender will be given the opportunity to correct the violation. If, after issuance of a written warning from the Association, the offender persists in the infraction, the Board of Directors may take action as it deems necessary including, but not limited to:

- (a) Assessments of a fine of not less than \$100.00 per day and/ or
- (b) Initiation of legal action.

Any acts or omission by the residents not heretofore mentioned or provided for in the Rules and Regulations but nonetheless infringe upon or deny the rights of all residents to live in a pleasant and tranquil atmosphere are hereby prohibited.

Every resident has the privilege to have these Rules and Regulations explained before signing the statement. This statement is added to insure that each resident will fully understand all provisions of the Rules and Regulations. Thus, if there are any violations, no resident can claim ignorance of the Rules and Regulations.

Board of Directors
The Hamilton Place at Homestead

RULES AND REGULATIONS RECEIPT

I here by confirm that I have received – **and will read** the copy of the Rules and Regulations governing the use, responsibilities, safety, security, trash, architectural control, parking rules, pets, sales or lease, recreational facilities, cleaning etc. This unit **cannot be subleased or sublet partial or total**. Approval for occupancy for the unit is hereby granted to the below owner and or renter , so long as the Rules and Regulations, and by-laws of the Association are complied with. The said approval is given with the full approval of the Board of Directors.

I understand that failure to comply with these Rules and Regulations and governing documents will result in fines and or evictions, as prescribed by the law.

Print name	signature	date
Print name	signature	date

Property address