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 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

DOCUMENT COVER PAGE

For those documents not providing the required space on the first page, this cover page must be attached.

It must describe the document in sufficient detail to prohibit its transference to another document.

An additional recording fee for this page must be remitted.

(Space above this line reserved for recording office use)

Document Title: RULES & REGULATIONS  
 (Mortgage, Deed, Construction Lien, Etc.)

Executing Party: EL PRADO XIII CONDOMINIUM ASSOCIATION

Legal Description: EL PRADO XIII CONDOMINIUM RULES AND REGULATIONS  
 (If Applicable)

As more fully described in above described document.

Return Document To / Prepared By:

JESUS A. RODRIGUEZ (PRESIDENT)  
EDUARDO CALLEJO (VICE-PRESIDENT)  
PEOLA TAURENA (TREASURER)

F.S. 695.26 Requirements for recording instruments affecting real property—  
 (Relevant excerpts of statute)

(1) No instrument by which the title to real property or any interest therein is conveyed, assigned, encumbered, or otherwise disposed of shall be recorded by the clerk of the circuit court unless:

(e) A 3-inch by 3-inch space at the top right-hand corner on the first page and a 1-inch by 3-inch space at the top right-hand corner on each subsequent page are reserved for use by the clerk of the court...

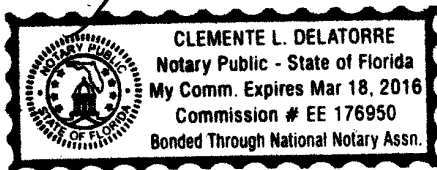
RULES AND REGULATIONS  
EL PRADO XIII CONDOMINIUM ASSOCIATION

**Condominium living requires that each owner regulate the occupancy and use of his unit and the common elements so as not to unreasonable disturb any other resident in the occupancy and use of his unit. With this in mind, certain initial rules and regulations have been established by *El Prado XIII Condominium* to protect each owner's right to the quiet enjoyment of his property. These rules and regulations are as follows:**

1. Each unit owner, at his own expense, shall maintain in good condition and repair his unit and all interior surfaces within or surrounding his unit (such as surfaces of the walls, ceiling, floors), and maintain and repair fixtures, including the air conditioning systems and all appliances in his unit.
2. Units shall be used *only for residential purposes, as a single family private dwelling for the unit owner, the members of his family and social guests and for no other purpose.* Units may not be used for business use or for any commercial use whatsoever.
3. One pet, which may be only a small caged bird, a cat or a dog, forty (40) pounds or under, may be kept in a unit. No pets shall be permitted on any condominium property (other than a unit) unless leashed or caged, as appropriate, and pets shall be walked only on condominium property designated by the condominium association. No pets shall be permitted in any recreation area at any time. Any unit owner who keeps a pet shall hold the association harmless against any and all claims, debts, demands, obligations, cost and expenses which may be sustained or asserted against the association or the board of directors because of acts of nay such pet committed in or about the condominium, and the unit will be responsible for repair of all damages caused by such pet. When you walk your dog you must clean after him.
4. Common elements shall not be obstructed, littered, defaced or misused in any manner.
5. No structural changes or alterations shall be made in any unit, except upon approval, in writing by the board of directors of the association and the approval of the institutional first mortgage, if any, encumbering said unit. Color change to the exterior of any unit must first be approved by the board of directors.
6. No unit owner or occupant of any unit shall post any advertisement or posters of any kind in or the unit of the condominium property except as authorized, in writing, by the board of directors of the association.
7. No clothes line or similar devices shall be allowed on any portion of the condominium property by any person, firm or corporation without the written consent of the board of directors of the association. No rugs, etc., may be dusted from the windows of the unit. All garbage and trash shall be deposited in the locations designated. Garbage must be put in sealed plastic and placed inside the container. Only those recyclable items allowed by the county will be permitted to be deposited in the recycle bins.

State of Florida, County of Dade  
Sworn to and subscribed before me this  
8<sup>th</sup> of July 2014

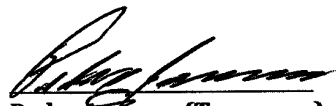
  
Clemente L. Delatorre



El Prado XIII Condominium Association, Inc.  
Per the Board of Directors:

  
Jesus A. Rodríguez (President)

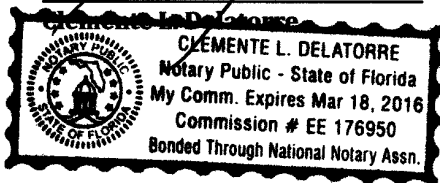
  
Eduardo Carreño (Vice-President)

  
Pedro Jaurena (Treasurer)

**El Prado XIII Condominium Association, Inc.**  
**Second page**

8. Owners and occupant of units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television, amplifiers of other loud speakers in said unit so as not to disturb the other persons and parties occupying other units. They shall not operate or permit to be operated a phonograph, radio, television or other loud speaker in any unit between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other occupants of the condominium. Nuisance, such as barking dogs will not be permitted at any time of the day.
9. No owner or occupant of a unit shall install wiring for electrical or telephone installation, nor install any type of television antennas, machines or air conditioning equipment, etc. except as authorized in writing by the board of directors of the association.
10. Oil change, auto repair, etc., will not be allowed under any circumstances on the premises.
11. All recreational vehicles, such as, boats, trailers, mobile homes, jet skies or any kind of commercial truck will not be allowed to park anywhere on the premises.
12. Every home owner is entitled to two parking spaces as assigned at the time of closing. A contract with a towing company has been signed and it is in service. Vehicles parked on the grass, in front of the mail box, garbage enclosures, will be towed away at the owners' expense. Cars with expired tags or left abandoned anywhere on the premises will be towed away. It is permitted to park on the right side of the 29<sup>th</sup> Lane from Friday 12:00 p.m. through Sunday 11:59 p.m. only.
13. Sale: A unit owner intending to make a bona fide sale of a unit or any interest in it shall give to the association notice of that intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the association may reasonably require, such information to be requested by the association within five (5) business days of receipt of the notice. The notice, at the unit owners' option, may include a demand by the unit owner that the association furnishes a purchaser of the unit if the proposed purchaser is not approved; and if that demand is made, the notice shall be accompanied by an executed copy of the proposed contract.
14. Lease: A unit owner intending to make a bona fide lease or renewal of lease of a unit or any interest in it shall give to the association notice of the intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the association may reasonably require, and executed copy of the proposed lease.
15. Failure to give notice: If the above required notice to the association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the association, at its election and without notice, may approve or disapprove the transaction or transfer of ownership, the association shall proceed as if it had the required notice on the date of that disapproval.
16. Costs: A unit owner who is required to give notice to the association of a transfer of ownership shall pay reasonable fee to the association in an amount determined by the regulations, but not exceed \$150.00, to cover the costs incident to the determination by the association. The fees shall be paid with the giving of the notice, and the notice shall not be complete unless fee is paid.

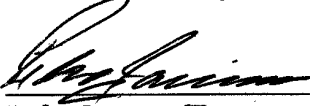
State of Florida, County of Dade  
Sworn to and subscribed before me this  
8<sup>th</sup> of July 2014.



**El Prado XIII Condominium Association, Inc.**  
**Per the Board of Directors:**

  
Jesus A. Rodriguez (President)

  
Eduardo Carreño (Vice-President)

  
Pedro Jaurena (Treasurer)

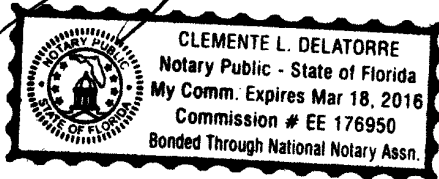
**El Prado XIII Condominium Association, Inc.**  
**Third page**

- 17. **Sale:** If the proposed transaction is a sale, then within fifteen (15) days after receipt of both the notice and required information, the association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and the Secretary of the association in recordable form. The certificate shall be recorded in the Public Records of Dade County, Florida, at the expense of the purchaser.
- 18. **Lease:** If the proposed transaction is a lease or renewal of a lease, then within fifteen (15) days after receipt of the notice and required information, the association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the association in recordable form, which at the election of the association, shall be delivered to the lessee or shall be recorded in the Public Records of Dade, Florida, at the expense of the lessee.
- 19. **Unauthorized Transactions:** Any sale, mortgage, lease, sublease, assignment of lease or renewal of a lease if not authorized pursuant to the terms of this declarations shall be void unless subsequently approved by the association.
- 20. **Default in payment for common expenses:** Assessment and installments thereof not paid within ten (10) days from the date when they are due will be charged ten (\$10.00) dollars late fee per month. The association has a lien on each unit condominium for an unpaid assessment on such unit, with interest and for reasonable attorneys' fees incurred by the association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of Dade County, stating the description of the condominium unit, the name of the record owner, the amount due and the due dates. The lien is in effect until all sums secured by have been fully paid. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The association may bring an action in its name to foreclose a lien in the manner a mortgage if real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.
- 21. **Liability for assessments:** A unit owner, regardless of how title is acquired including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessment may not be avoided by waiver of the use or enjoyment of any common elements or by the abandonment of the unit for which the assessments are made.
- 22. **Front porches** are considered common areas by the condominium documents; therefore, they cannot be enclosed. You must obtain the proper permit from the City of Hialeah (Building Department) to do any concrete slab of aluminum roof in your unit patio.

OTHER RULES AND REGULATIONS MAY BE ADDED OR CHANGED AS THE BOARD OF DIRECTORS SEE FIT.

State of Florida, County of Dade  
Sworn to and subscribed before me this  
8<sup>th</sup> of July 2014

Clemente L. Delatorre



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