

**COUNTRY CLUB OF MIAMI FAIRWAYS TOWNHOUSE ASSOCIATION #1  
RULES AND REGULATIONS**

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**Management Company**

The Manager of the property is authorized to enforce the rules and regulations of the Association.

**Maintenance Fees, Fines, and Assessments**

1. Maintenance fees are due on the first day of the month.
2. Any assessment or installment not paid within ten (10) days from the due date will be charged a \$25.00 (twenty-five dollar) late fee per month. The postmark date of the envelope cannot be dated after the 15<sup>th</sup> of the month.
3. The Association may place a lien against any unit for unpaid maintenance fee, fines, or assessments, with interest and reasonable attorney fees incurred by the Association incident to their collection or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records of Miami Dade County. The lien is in effect until all sums secured by lien 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 would be foreclosed against a property. If real property is foreclosed upon by another entity, the Association may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.
4. 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 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 assessments may not be avoided by waiver of the use of enjoyment of any common elements or by the abandonment of the unit for which the assessments are made.

**Maintaining/Upkeep of Units**

1. Each unit owner is responsible for upkeep of his or her unit both inside and outside. This includes maintaining in good condition and repairing the surfaces inside such as walls, ceilings, floors, stairway, all appliances including air conditioning, and floors. It also includes doors, windows, roof, gutter system, and exterior walls.
2. Windowsills, gutters, and exterior walls must be free of plants or decorations that will damage the area and/or encourage discoloring of the areas. Additionally, in order to avoid water intrusion and mold, all plants/trees must not touch the exterior walls.

### **Maintaining/Upkeep of Units - continued**

3. Unit owner shall not plant any species of plant or tree without permission of the Board. No species of plant or tree which might grow roots that can damage floors, walls, pavers, sidewalks, or the pipes of your home or your neighbor's home shall be planted. If you wish to make changes in landscaping, you **must**: submit to the HOA and Management a completed architectural application form, make sure that the plants/trees or other landscape material you place do not encroach on another townhouse property, and are not on the list of plants or trees that should not be installed because they endanger the environment. If you install new landscaping in an area, you must accept to take complete responsibility of the maintenance of it, including but not limited to costs, regular maintenance of the trees and/or plants, replacement when necessary, and complete and sign the update by homeowner agreement. Please consult with your neighbors to make sure that they do not object to the landscape work you plan to do. The resident who requests the original installation and their successors shall be responsible for routine maintenance such as periodic refreshment of color, resealing, repairs, etc. Do not plant any fruit-bearing plant/tree without prior approval of the Board; fruit bearing trees/plants encourage wildlife to encroach upon our property.

4. Always keep your front and back areas clean and free of trash.

### **Maintain/Secure Abandoned Unit**

The Association Board has the right to secure entry into any unit that is considered abandoned by the Board and/or left unattended. Additionally, the Board also has the right to perform necessary maintenance and cleanup the surrounding area both front and back. The cost of securing the unit, any maintenance performed, and cleaning the property shall be charged/billed to the owner and/or foreclosing bank. Repayment of these costs is enforceable.

### **Moving containers and rented bulk trash containers**

Moving containers and rented bulk trash containers are allowed for a limited duration of time with advanced written consent from both Management and the Board.

### **Noise Control**

Owners and occupants of units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television, amplifiers, or other loud speakers in said unit so as not to disturb other persons and parties occupying units in the surrounding area. 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 o'clock pm and the following 8 o'clock am, if the noise disturbs or annoys adjacent occupants. Nuisance, such as barking dogs will not be permitted.

### **Parking**

1. Each unit is allotted two (2) marked parking spaces in front of their unit; these spaces are restricted to the unit owner(s) and their guests. If a unit owner's marked spaces are used without permission, the unit owner may contact the towing company.
2. Parking on the grass, in front of the islands, or in the right-of-way between buildings, or behind buildings is not allowed. Any damage to landscaping by illegally parking should be paid by the unit owner.
3. T-parking behind vehicles is not allowed since it restricts the right of way for through traffic.
4. Vehicles with expired tags, invalid tags, or no tags, and vehicles, which are inoperative, cannot be parked or stored on the property. An inoperative vehicle is one that cannot legally and safely operate on the public roads of the State of Florida.
5. Boats, trailers, campers, RV's, and commercial vehicles cannot be parked overnight. Commercial vehicles are defined as any vehicle over one ton and all smaller vehicles bearing advertising signs or graphic markings and/or with ladder-racks or commercial accessories.
6. No mechanical work may be performed on vehicles within the CCMFTA#1 community property.
7. Parking rules will be enforced. Any illegally parked vehicle is subject to towing.

### **Patio/Screened Porch Areas**

1. No fences or hedges may be installed around or in a patio area that partially or completely enclose the back area in any way.
2. Pools are not allowed.
3. Any remodeling of the patio area to build a deck or install a screen should be presented to the Board/Association before work commences. Board approval and proper permitting with Miami Dade County Building and Zoning must be obtained before work begins. A copy of the permit and notice of completion/final must be provided to the Board.
4. The Patio shall not be used as a portable closet; large appliances are not allowed on the patio.

### **Pets**

1. All dogs must be on leash when being walked. The unit owner must have a proper license and vaccinations must be up-to-date for all dogs and cats.
2. Dogs and cats are not allowed to run loose at any time day or night. If the pet becomes a nuisance (such as barking) and causes surrounding neighbors to complain, it is the owner's responsibility to solve the problem whether it is day or night. If this is not adhered to, it will constitute a violation, and the Association will act accordingly within their rights.
3. All droppings must be bagged and properly disposed. Your pet is not allowed to defecate on someone else's property, the common areas, or the golf course. If they do, use your pooper-scooper and properly dispose of the waste in your trash container.

### **Pets – continued**

4. Per Miami-Dade County law it is illegal to tether/tie a dog when not present.
5. Only Unit owners are allowed to have pets. Renters and leasers are not allowed to have pets.
6. Any unit owner that keeps a pet will 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 any actions of such pet in or around their unit, or anywhere in or around any place on the association property.

### **Playground**

Our Association does not have a playground. All owners and renters/lessees should remember that the Golf Course is not a playground, nor is it a picnic area or dog park. Additionally, the Golf Course does not allow fishing in lake or canal.

### **Satellite Dishes/Antennas**

Dish television satellites can only be installed in the rear of the units. They cannot be installed in the front wall or front roof sections of the units

### **Signs**

No unit owner or occupant of any unit shall post any advertisement or posters of any kind in or around the unit property unless authorized in writing to do so by the Board of Directors of the Association. One for sale or for rent sign is permitted if the sign does not exceed 12" x 12"; and it can be posted in a window or posted on the unit's property, but not on swale.

### **Structural and/or Architectural Changes**

1. No one is allowed to make any structural or architectural change{s} to their unit without submitting the change{s} first to the Association for approval and then to Miami Dade County Building & Zoning for permitting and final approval. Before the Association can approve the potential sale of a unit, any structural and/or architectural change{s} will either need to go through the correct approval process, or said changes must be reversed and the unit returned to its original state before the Association can approve the sale of unit.
2. Installation of hurricane shutters and replacement of sliding doors, windows, and unit front doors are structural changes requiring county permits. The Unit owner must submit proper paperwork to the Association through the Management Company for approval before submitting all to the County for the permit. A copy of both the permit and notice of completion/final must be provided to the Board.

### **Trash Containers/Recycling Bins and the Storage Location of such**

- 1.Trash and recycled items should be disposed of inside the container with the lid properly sealing in order to discourage rodents and wildlife entrance into the containers. Trash and recycling should not overflow, or be stacked up, so that the lid does not properly shut.
- 2.Trash and recycling containers may be placed by the curb after 6pm on the night before pickup. The recycle date schedule for our zip code is on the site: [www.miamidade.gov/solidwaste](http://www.miamidade.gov/solidwaste).
- 3.Trash and recycle containers should not be left out over night on the day after county pickup. They should be returned to their out-of-sight location on pickup day.
- 4.Trash and recycle containers should not be visible from the parking lot when stored away. They also cannot be stored in the common areas between buildings.

### **Trash-Bulk or Construction Debris**

- 1.The owner, at their expense, must remove all construction debris and/or big bulk items.
- 2.Miami-Dade County (311) will make two (2) big bulk pickups per address per year. Unit owner must call the County and get a ticket number. Bulk is placed in front of your door in your parking space and not on the swale. Unit owner shall advise the Management company/Board beforehand and give them the pickup registration number issued by Miami-Dade County.
- 3.Dumping on the swale is illegal. Unit owners will be fined and billed for the removal.

### **Unit Sale**

A Unit owner intending to make a bonafide 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. The Association shall request this information within five (5) business days of receipt of the notice of intention to sale by the Unit owner. The notice, at the owner's option, may include a demand by the Unit owner that the Association furnish a purchaser of the unit the proposed paperwork to be completed by proposed purchaser provided the purchaser's contact information is enclosed. Within (15) fifteen 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 president and the secretary of the association in recordable form must execute the certificate. The certificate shall be recorded in the public record of Miami-Dade County, Florida at the expense of the purchaser. There is a 200.00 fee for a background investigation of intended purchaser.

### **Unit Use/Rental**

1. Units shall be used only for residential purposes as single-family private dwellings. Units may not be used for any business or commercial use.
2. LEASE: A unit owner intending to make a bonafide lease, 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 an executed copy of the proposed lease. Within 15 days after receipt of that 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 Miami Dade County Florida at the expense of the lessee. There is a \$200.00 fee for a background investigation of intended lessee. Background checks, at the expense of the renter, must be run on anyone over the age of 18 years that will be residing in a rental unit. Additionally, the Unit owner desiring to lease their property shall remit a \$1,000 security fee. This security fee is for any potential damage to common property and will be held in a separate bank account.
3. Only 20% of the community is available for rent. It is the Association's goal to keep rentals to this minimum in order to preserve the integrity of the community. Also, a new owner must live in their unit for two years before they can rent the unit except for life change event(s) such as marriage, divorce, death, or job transfer.

### **Unauthorized Sales, Leases, Sublease, or Rental of Units**

1. Any sale, lease, sublease, or rental of a unit, or renewal of such, that has not gone through the Association's approval process shall be void unless subsequently approved by the association.
2. If Unit owner fails to give notice and fails to seek the proper approval of the transfer of 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 with the process as if it had the required notice and may charge the required fees including security deposit on rented/leased property to the unit owner.

### **Wildlife-Feeding**

Feeding of wildlife including but not limited to squirrels, ducks, geese, fish, raccoons, etc. on the Association or Golf Course properties is not permitted. Additionally, food for dogs, cats and other animals should not be left outside of a unit's courtyard wall in the front or in the back of the property.