

Miami Lakes Loch Andrews Homeowners' Association

LOCH ANDREWS RULES

July 22, 2024 - Revision 8

ANNUAL ASSESSMENTS

- 1) Assessments and the corresponding budget notice will be mailed to each homeowner in May. Assessment payments are due June 1st and will become delinquent June 15th. If the Assessment payment is not received by June 15th, a 10% late charge is added to the Assessment and billed to the Owner. After July 1st, additional collection costs of \$25.00 per month will accrue until the Assessment is paid. The Board reserves the right to place a lien on the property for non-payment.

CARE AND APPEARANCE OF INSPECTIONS

- 1) Care and Appearance inspections will be done every 30 days during the first week of every month. The first notice of violation will be given at the time of discovery and the homeowner will have a given number of days (as indicated on the notice) to remedy the violation. In the event a homeowner has not completed the work and has not contacted the Association within the required days, a second notice will be sent and a fine will be assessed. If the violation continues to be ignored, will be turned over to our association attorney until the violation is remedied.
- 2) The Board has established a Violation Fee Review Committee and those wishing to dispute a Violation Fee may present their case to the Committee for consideration.
- 3) Fines:

Florida Statute 720.305

The association may levy reasonable fines of up to \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association's bylaws, or reasonable rules of the association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1000.00 in the aggregate unless otherwise provided in the governing documents. A fine of less than \$1000.00 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

A fine may not be imposed without at least 14 days notice to the person sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the board, who are not officers, directors, or employees of the association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by maturity vote, does not approve a proposed fine, it may not be imposed. If the association imposes a fine, the association must provide written notice of such fine by mail or hand delivery to the parcel owner and if applicable, to any tenant, licensee, or invitee of the parcel owner.

If violation is not resolved, the fees will be turned over to the Association's attorney

Example: If you walk your dog without a pooper-scooper or a bag to pick the poop up, you will receive a warning. The 2nd time you walk your dog without picking up their poop, you will receive a fine.

Example: If your awning is in need of cleaning or replacement, you will receive a warning. If repair is not made in the allotted amount of time you will receive a fine.

Example: If you leave your dog on the patio unattended you will receive a warning. The second time your dog is left on the patio you will be issued a fine.

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CARE AND APPEARANCE RULES

- 1) The Board must approve all alterations to the original exterior design of the townhouse, patios, stairs and landing.
 - a. The Board must approve lower deck dividers.
- 2) House numbers are required.
- 3) Exterior surfaces should be cleaned semi-annually: October through November and again April through May. All stains, mold and mildew must be removed. Please include sidewalls, steps, lower decks, island curbing.
- 4) Awnings must be cleaned annually.
- 5) Front entry wood beams, wood frame on Bahama shutters and wood eaves and sidings on 2-story homes must be replaced when in rotted condition.
- 6) Bahama shutters must be cleaned and painted as needed and the wood frame must fit snugly.
- 7) All interior and exterior fences must be kept painted and in good repair.
- 8) All surface conduits, such as satellite dish wiring, telephone wiring; drainpipes and alarm boxes must be painted the same color as the townhouse wall. Additionally, end units must paint the roof-side of their sidewall.
- 9) Entry slate that has deteriorated must be replaced. Since slate is expensive and hard to find, any tile that is dark gray, non-slip and not shiny may be used. Adjoining units must replace their tile at the same time and with the same tile. Original slate must be kept in good repair.
- 10) All land and lakeside planting beds including islands must be landscaped and maintained in a neat and attractive manner.
- 11) Homes at the end of interior streets must landscape and maintain the planting bed at the end of the street.
- 12) All weeds and debris such as palm fronds, coconuts and leaves must be picked up and removed on a regular basis. All debris must be bagged as they will not pick up otherwise.
- 13) Cabbage and coconut palms and other trees shall be kept free of debris and trimmed on an annual basis.
- 14) Trees and shrubs that are removed for any reason must be replaced with a comparable tree or shrub within six months of removal.
- 15) Trash containers and recycle bins can only be put out the night before pick-up after 6:00pm and they must be removed on the day of pick-up and stored in an inconspicuous place. Pick-up days are Tuesday and Friday. Recyclables are picked up on **Fridays only**.
- 16) Ladders, garden hose or cleaning equipment, pots, etc. must be stored inconspicuously and must not be able to be viewed from any other property.
- 17) Patios are not to be used as a garage for storage.

PAINTING OF TOWNHOMES

- 1) We will paint as a community every 5-7 years or as determined by the Board.
- 2) Everyone will be given six (6) months notice of a Paint Project.
- 3) All homeowners have the right to hire a contractor of their choice to paint their homes.
- 4) Painting must occur during the time period designated by the Board.
- 5) The Paint Committee will choose the paint color and all homeowners will have an opportunity to give their input prior to painting at a one time special meeting.
- 6) Loch Andrews custom paint colors are available at Pinturama, 16181 NW 57th Avenue, 305.624.4456, and all paint must be purchased from the Pinturama to maintain a consistent appearance.

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GENERAL COMMUNITY RULES

- 1) Garage sales are not permitted on the premises.
- 2) Basketball hoops are not permitted on the premises.
- 3) Do not dispose of cigarettes or other tobacco products in the lake or on the street.
- 4) Do not dispose of junk mail by throwing it on the ground in common areas. Pick up and discard it at your home, in your trash.
- 5) For uniformity, all units with side yards must have brown river rocks.
- 6) Exterior light fixtures must be kept in good repair. All lights must have a cover. If you cannot find a cover for your exposed bulb, the light fixture must be replaced.
- 7) Do not place trash on your island when putting it out for pick-up. Trash should be placed in front of or on the side of the island.

LAKE MAINTENANCE

- 1) The Lake will be treated once a month for aquatic weeds.
- 2) The Lake will be cleaned of all debris once a month.
- 3) A yearly water quality test will be performed.
- 4) The aerators will be maintained as needed.
- 5) Pet feces, garbage, palm fronds, coconuts, tree trimmings and all other trash must not be thrown or swept into the Lake.
- 6) Plants, trees or foliage planted along the lake cannot be allowed to grow into the lake.
- 7) Please do not feed the ducks. Their waste pollutes the water, which increases maintenance costs.

PETS

- 1) Dogs must be walked on a leash on Fairway Drive and their waste must be picked up. Neighbors' yards and the perimeter wall area are not to be used to walk dogs. All dog Owners must take bag and paper and pickup their dogs poop. Responsible dog owners understand that pet poop has a bacterium that contaminates our water. Besides being a health issue, pet poop is unsightly and inconsiderate.
- 2) Dogs must not be left unattended on patios or back yards at any time. Pets cannot be left outside while you are at work or just running errands. Their barking disturbs and annoys your neighbors.
- 3) Cats must be kept inside or within the limits of your own property. Roaming cats can cause expensive damage with their claws to cars, canvas awnings and patio furnishings.

PARKING, ROADWAYS AND COMMERCIAL VEHICLES

BOATS – JET SKIS – MOTOR HOMES

- 1) Please observe the 15-mile an hour Speed Limit and stop and look both ways when entering Loch Andrews.
- 2) No on-road parking is permitted in the Community. Vehicles that park there obstruct drivers', pedestrians and bikers view on a portion of the road. This practice creates a dangerous condition due to the potential for leading to a serious accident and creates a potential liability for the association and the homeowners. A No Parking sign has been placed thru out the community any violators will be fined at owner's expense. Please make sure that your visitors also follow this rule.
- 3) Commercial vehicles are only allowed to park while performing commercial services. No homeowner or tenant may park a commercial vehicle, boat, jet ski or motor home in Loch Andrews.
- 4) All vehicles must have a current license tag and insurance.

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LEASING / SELLING OF PROPERTY

- 1) No Owner shall lease a lot during the first twenty-four (24) months of Ownership.
- 2) Any Owner who wishes to sell, lease, renew any lease, or otherwise transfer any interest in any Lot shall submit to the Board of Directors an application for approval, which shall be accompanied by such information as the Board may reasonably require. Only the entire Lot may be leased at any one time, such that there shall be no partial leases of any portion of any Lot. The Board have the right to disapprove of an application for lease, sale or other transfer for good cause. The Board shall consider the following factors constituting good cause for such disapproval:
 - a. The proposed purchaser, lessee, or transferee has been convicted of a felony involving violence to people or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude, or has been charged with any such felonies and the person was not acquitted, or the charges were not dropped.
 - b. The proposed purchaser, lessee, or transferee has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures, or bad debts, or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association.
 - c. The application for approval on its face indicates that the proposed purchaser, lessee, or transferee intends to conduct himself/herself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Association.
 - d. The proposed purchaser, lessee, or transferee has a history of disruptive behavior or disregard for the rights and property of others as evidenced by their conduct in other social organizations or associations, or by their conduct in this Association as a tenant, Owner or occupant of a Lot.
 - e. The proposed purchaser, lessee, or transferee failed to provide the information required to process the application in a timely manner or included inaccurate or false information in the application.
 - f. The owner requested has had fines assessed against him or her, which have not been paid.
 - g. All assessments and other charges against the Lot have not been paid in full.
- 3) Purchaser/transferee will assume all obligations and responsibilities of ownership as set forth under the terms and conditions of the Declaration of Covenants and By Laws as they pertain to the parcel.
- 4) Seller/transferor will make all Miami Lakes Loch Andrews HOA documents available to the proposed purchaser/transferee.
- 5) A copy of the closing statement and warranty deed will be provided to Miami Lakes Loch Andrews HOA at the time of closing. Mail to **GRS Management, Inc., 15280 NW 79TH PL, Suite 101, Miami Lakes, FL 33016**, or email to Customer@grsmanagement.com
- 6) Fees for the application and estoppel request are established in the application package, bank and title company requests, associations' attorney fees, interview approval, copy of Loch Andrews HOA Rules, and a full set of Loch Andrews documents. Additional background fees of \$125.00 for any member of the household over 18years of age
- 7) Prospective new lessees must submit an application, undergo a background check, and sign an agreement to abide by all rules and restrictions.
- 8) Absentee Owners must provide Miami Lakes Loch Andrews with a copy of the lease.
- 9) No Owner may rent their townhouse without the prospective tenant completing the application, background check, and copy of the lease, and receiving approval from the Association.
- 10) Absentee Owners are responsible for their tenants abiding by all the Rules and Regulations of Loch Andrews.

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- 11) Every effort will be made by the Board to conduct the interview in a timely manner.
- 12) Fees for the application and estoppel request are established in the application package. Additional background fees of \$125.00 for any member of the household over 18 years of age.