

# Kendall Grove Homeowners Association, Inc.



## RULES AND REGULATIONS

Revised September 11th, 2013





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## Rules and Regulations Governing Your Association

The Rules & Regulations hereinafter enumerated as to the Homeowners Property, the common elements, the limited common elements, the homes and the Homeowners (the "Homeowners") shall apply to and be binding upon all homeowners. The homeowners shall at all times obey these Rules & Regulations and original Kendall Grove Rules and Regulations agreement and shall use their best efforts to see that they are faithfully observed by their families, guests, invitee, servants, lessees, person for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules & Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors.



*The following is a summary of the Rules and Regulations for you Association. These Rules and Regulations include additional Rules and Regulations which have been adopted by Las Americas at Kendall Homeowners Association, Inc. d/b/a Kendall Grove Cluster Association Board of Directors.*

- a. Violations should be reported to the person appointed by the Board of Directors or the Association to receive such notices. Said person shall be designated hereinafter as "Manager".*
- b. Violations will be called to the attention of the violating owner by the Manager and management will also notify the Board of Directors.*
- c. Disagreements concerning violations will be presented to and judged by the Board of Directors or the VCC to take appropriate action. Such judgment of the Board of Directors or the VCC shall be final*

## Maintenance by Owners



### Standard of Maintenance

Subject only to the obligation of Homeowners to maintain front yards all lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat, and attractive condition consistent with the general appearance. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of the lot. The homeowner must maintain any portion of the Common Areas that is not readily accessible to the rest of the Association. The owners of all lots shall at all times maintain the lots, including the shrubbery, trees and landscaping thereon, in a neat, green and trim condition.

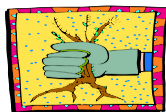
No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on any lot and no refuse pile of other unsightly object shall be placed or allowed to remain thereon. This includes vehicle parts, tires and unregistered/uninsured vehicles.

The property, buildings, improvements and appurtenances shall be kept in a clean, neat and attractive condition and all buildings and structures shall be maintained in a finished, neat and attractive condition. Broken or cracked windows must be replaced.

All driveways and other paved or pebbled areas shall be kept in a neat and orderly condition.

In the event the owner or owners of any lot fails to maintain such lot in accordance with the above requirements of this paragraph, the appropriate actions will be taken as stated in the By-Laws, which are to have been provided to the owners at the closing.

**Weeds and Refuse** No weed, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.



**Lawn Maintenance Standards:**

The following maintenance standards (the “Lawn Maintenance Standards”) apply to landscaping maintained by an Owner:



- ⇒ **Replacement of Annuals**—Annuals are to be replaced semi-annually or as needed
- ⇒ **Trees**—Trees are to be pruned as needed
- ⇒ **Shrubs**—All shrubs are to be trimmed as needed
- ⇒ **Grass**—22 cuts annually or as needed

**a) Cutting Schedule**

Grass should be cut 22 times per year or as needed, on a regular schedule which maintains the grass in a neat and appropriate manner.

**b) Edging**

Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall **not** be permitted.

**c) Mulch**

Re-mulching of beds is recommended twice a year.

**d) Insect Control and Disease**

Disease and insect control shall be performed on an as needed basis.

**e) Fertilization**

Fertilization of all turf, trees, shrubs, and palms should be performed annually or as needed.

**f) Weeding**

All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveway, and expansion joints shall be removed as needed. Chemical treatment is permitted for this purpose only.

**Irrigation** Irrigation systems shall be maintained in such a manner so as to cause no stains on Homes, structures or paved areas.

All portions of lots not improved with structures or paving shall be kept as lawns or grass, except those portions planted with trees, shrubs, bushes and other plantings. In addition, all lands forming portions of a public right of way shall be grassed.

## General Provisions

To maintain certain aesthetic and safety standards within the community, the following regulations shall apply:



**Holiday Lights and Other Lighting** Except for seasonal holiday lights, all exterior lighting shall require the approval of the Board of Directors as set forth in this Declaration. The Board of Directors may establish standards for holiday lights. The Board of Directors may require the removal of any lighting that creates a nuisance (e.g. unacceptable spillover to adjacent lot).

**Removal of Soil and Additional Landscaping** Without the prior consent of the Board of Directors, no Owner shall remove soil from a Parcel, change the level of the land within a Parcel, or plant landscaping with results in any permanent change in the flow and drainage of surface water within Kendall Grove. Owners may place additional trees within Parcels with the prior approval of the Board of Directors.

**Driveway Easement** The Owner shall be responsible to repair any damage to driveway, including but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless the Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement areas, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

**Animals** No animals of any kind shall be raised, bred or kept within Kendall Grove for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Miami-Dade County ordinances and in accordance with the Rules and Regulations established by the Board



from time to time. Notwithstanding the foregoing, pets may be kept harbored in a Home so long as such pets or animals do no constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. **No pet shall be permitted outside a Home except on a leash.** When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours after notice is given. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Pets defecating on or entering the property of another homeowner shall be declared a nuisance and removed from the community. Vicious or destructive animals shall be removed from the community. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

Felines must be collared, tagged and neutered; roaming cats may be captured and removed. The feeding of stray cats is prohibited.

**Nuisances** No nuisance or any use or practice that it is the source of unreasonable annoyance to others or which interferes with the peaceful possession, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No firearms be discharged within Kendall Grove. Nothing shall be done or kept within the Common Areas, Parcel, or Home which will increase the rate of insurance to be paid by the Association. Noise audible over 100' feet or noise audible within the sealed home of any neighbor is a nuisance.

**Personal Property** All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, Parcel or Home which is unsightly or which interferes with the comfort to the requirements.

**Storage** No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the Board of Directors, which approval and the procedure therefore shall conform to the requirements.





**Garbage Bins & Trash Removal** Garbage pick up is now scheduled for Kendall Grove area on Monday and Thursday. Recycling pick up is schedule every other Monday. Trash collection and disposal procedures established by the association shall be observed.

- a) Garbage and recycling of materials must be placed in the bins provided by Miami-Dade County Waste Management; no dirt or rocks in containers, and must have a lid or cover for each container, (this is a Miami-Dade County requirement)
- b) Garbage bin can be set out after 6:00 p.m. the night before of each day of pickup, and bins removed the same day by night fall.
- c) No outside burning of trash or garbage is permitted.
- d) Garbage and recycling bins must be maintained and stored out of sight except for pick-up days.

**Laundry** Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home and above the fence line.



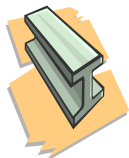
**Control of Contractors** Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer and/or Management shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

**No Structural Change** No Owner shall cut a window or any opening in a Zero Lot Line Wall nor shall any Owner make structural changes in a Zero Lot Line Wall, including, but not limited to change of paint color, without the express written approval of the Board of Directors. All changes to the owner's property requires the approval by the ACC and/or the Board of Directors of an Architectural Change form (ACC form) .

**Solicitation** There shall be no solicitation by any person anywhere in the community for any cause, charity or for any purpose, whatsoever, unless specifically authorized in advance by the Board of Directors. It shall be the duty of all residents to report solicitation to the property manager.

**Boundaries of Maintenance** Each Owner shall maintain the property from their Home boundary to the edge of the property. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

**Alteration and Additions** No material alteration, addition or modification to a Parcel or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC and/or the Board of Directors as required by the Declaration. No building, fence, wall or other structure shall be erected or maintained upon any lot, nor shall exterior addition, change or alteration thereof be made, until plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted and approved in writing by the Architectural Committee and/or the Board of Directors. The Board of Directors shall be permitted to employ aesthetic values in making its determination. Some alterations may also require Miami-Dade County approval.



**Signs** No sign (including brokerage or of for sale/lease signs), banner, sculpture, sticker, fountain, solar equipment, artificial vegetation, sports equipment, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of a Parcel of Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC and/or the Board of Directors.

**Pressure Treatment** Exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated as needed to maintain the aesthetic of the property.

**Roof Pressure Treatment** Roof must be pressure cleaned at least every three years. Homeowners are responsible for notifying Management when their roof was pressure cleaned.



**Paint** Homes exteriors including, but not limited to walls, doors, fences, walks, drives shall be repainted as needed to maintain the aesthetic of the property. Please refer to approved color chart.



**Hurricane Shutters Newly Installation** No hurricane or storm shutters shall be installed except of a type approved by the Architectural Control Committee and/or the Board of Directors and in accordance with all applicable ordinances of Miami



### **Hurricane Season/Installation and Removal of Shutters**

- Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time).
- Storm shutters shall only be installed during hurricane "WATCH" and hurricane "WARNING" situations.
- Panel style hurricane shutters may be installed up to fifty (50) hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed within a week after the passing of the hurricane

### **Hurricane Season/Owner or Occupant Absent from the Home**

- Each owner or lessee who plans to be absent from the home during the hurricane season must prepare the home prior to his/her departure by removing all furniture, plants and other removable objects from the exterior of the home. Leave all windows in the home tightly closed and secured.
- Each owner or lessee who plans to be absent from the community during the hurricane season must prepare the home prior to departure by designating a responsible firm or individual to care for the home during the owner's or lessee's absence in the event that the home should suffer hurricane damage.

**Responsibility for Damage** Owner shall be liable for all damages to common areas caused by receiving deliveries of or moving their furniture or other articles to and from community by whomsoever caused.

**Temporary Structure and Use** No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any of the lands within the Project at any time for a residence workshop, office, storage room, either permanently or temporarily, provided.

No canvas, pipe, or other type of carport shall be placed between the sidewalk and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots.

In order to prevent unsightly objects in and about each of the Homes to be erected in this Community, no gas tank, gas container or gas cylinder, except those used by portable barbecue grills, shall be permitted to be placed on or about the outside of any of the Homes built in this Community.

**Visibility at Street Corners** Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.



**Barbecues** Barbecues may be located or permitted only upon the back patio of a Home and upon such portions of the Common Open Space as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

**Personal Property** No articles of personal property of Owners shall be kept or maintained on any portion of the Common Areas.

No trade, business or any other type of commercial activity may be conducted upon ***any lot***.

No exterior radio, television or electronic antenna or aerial may be erected or maintained on any lot, without prior approval from the Architectural Control Committee and/or the Board of Directors.



## Vehicle Information and Procedures (Please read carefully)

### Parking



The common elements shall include, parking areas for automobiles of the Homeowners owners their guest, licensees and invites. No trucks or vans, other than pick-up trucks or vans not in excess of 3/4 ton capacity, or commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats, or boat trailers, horse trailers, mopeds or motorcycles shall be permitted to be parked in any common area, parking space or on the property, unless prior written approval of the Board of Directors of the Association is obtained or unless parked entirely within the residence garage.

The term "Commercial Vehicle" shall include (refer to page 16 for more details), but no be limited to all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or have printed on the sides of same reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services. Any vehicle parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for period of 24 hours from the time a notice of violation is place don the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or other wise, not guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, and trailers.

⇒ Towing company has free access to the community on a 24 hours basis. Improperly parked vehicles may be towed at the owners expense. Should you need to contact them, their phone number is posted on community property. In order to avoid having your improperly parked vehicle towed away, please note the following:



- 1) No vehicle belonging to a Homeowners, lessee, or to a member of the family or guest, tenant or employee of a Homeowners or lessees shall be parked in such a manner as to impede or prevent access to another parking space. Homeowners, lessees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Homeowners.
- 2) "No parking" areas, all entrances, driveways, passages, must be kept open and shall not be obstructed in any manner.
- 3) No motor vehicle in a derelict condition which cannot operate on its own power shall remain within the Homeowners Property for more than twenty-four (24) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Homeowners Property.
- 4) Do not park on the grass.
- 5) Do not park on the streets. This may not allow an emergency vehicle access to a homeowner.
- 6) Do not double-park vehicles.
- 7) No trucks, commercial vehicles, recreational vehicles, campers, mobile units, motor units, boats, boat trailer, house trailers, or trailers of every other description may be allowed to be parked in any common area, parking space or on the properties, unless prior written approval of the Board of Directors of the Association is obtained or unless parked entirely within the residence garage.

### **General**

- As a security measure, all automobiles doors should be locked.
- The owner or operator of any vehicles leaking oil onto Homeowners property shall be responsible for expenditures required to restore Homeowners property to a clean condition.
- No vehicles may operate and/or park on the Homeowners property with a loud radio or other music so as to annoy or distract others.

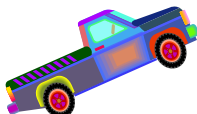
**Commercial Vehicles (see page 14 for rules  
and regulations)**

The term "commercial vehicle" is defined as:



- 1) Vehicles with lettering or advertising.
- 2) Vehicles registered as commercial vehicles.
- 3) Vehicles with extensions, ladders or attachments intended for commercial use.
- 4) Other vehicles classified by Governmental Agencies as commercial, excluding State or County passenger vehicles approved by the Board of Directors from time to time.

The term "truck" is defined as:



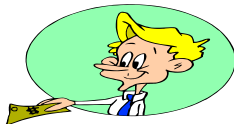
- 1) Vehicles with more than 4 tires.
- 2) Vehicles longer than 17 feet.
- 3) Vehicles used for storage.
- 4) Vehicles with toppers which extend over the sides or above the top of the cab.

The term "truck" shall exclude pick-up type vehicles provided said vehicles do not fall within one of the categories described above and have not been extended or modified.





## Collection Policy



Monthly maintenance assessment fees are due on the first (1) day of the current month. Payment must be made by personal check, cashiers check, **money order or On-line** and payable to: Kendall Grove Homeowners' Association, Inc.

Payments made shall be applied to interest, late charges **and/or other charges** first and then principal.

If your monthly maintenance assessment fee IS NOT in the management's office and/or the Association lockbox bank service ON OR BEFORE THE FIRST (1) DAY OF THE CURRENT MONTH, then your account will be considered DELINQUENT and subject to a late fee. You will receive a reminder letter when you are one month past due.

In the following month you will receive a letter informing you of your past due balance. This will serve as "FINAL NOTICE BEFORE INSTITUTING LEGAL ACTION"

### **NO MORE REMINDERS WILL BE SENT TO YOU**

If all the maintenance assessment fee due to the Association are not received by the **45th** day of the final notice request, then your account will be turned over to the Association's attorney for the placing of a CLAIM OF LIEN ON YOUR PROPERTY.

### **NO ATTORNEY WARNING LETTERS WILL BE SENT**

Once a lien has been placed against a home, no further notices will be sent. At this point, ALL COMMUNICATIONS WILL BE BETWEEN THE DELINQUENT ACCOUNT OWNER AND THE ASSOCIATION'S ATTORNEY.

Late charges are assessed for every month there is an outstanding monthly maintenance, special assessment or other balances due! For example: If you have not made a payment in the last two or more months and you send one month's payment; that payment will be credited to the most outstanding month and you will be charged a late fee for the current month.

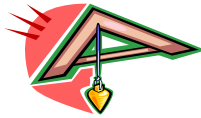
Both the Florida Statutes and your Association documents provide that you will be liable for attorney fees, collection and legal costs in the prosecution of delinquent maintenance assessments, which ultimately can lead to FORECLOSURE on your home and sale on the courthouse steps.

*You may avoid the expense and bother of collection costs or a law suit by voluntarily complying with your legal obligation to pay monthly maintenance assessment fees in a timely manner.*

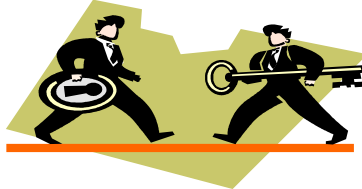
## ENFORCEMENT

Every owner, occupant or lessee shall comply with these Rules and Regulations as set forth herein, and any and all Rules and Regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an owner, occupant or lessee to so comply shall be grounds for action which may include, without limitations, an action to recover sums due for damages, injunctive relief or any combination thereof.

- a) Notice: Association shall notify the owner, occupant or lessee of the infraction or infractions. The notice to owner, occupant or lessee shall also set forth the provisions of the Declaration of Homeowners, the Rules & Regulation, the Articles of Incorporation and/or these By-Laws which have allegedly been violated and a short statement as to the matters asserted by the Association.
- b) Non-compliance: The unresolved violations shall be presented to the Board of Directors by the Management Company at a meeting. At this meeting the Board of Directors will review the Violations and the notifications which were sent to the owner, occupant or lessee (as may be applicable). A letter will be drafted to be sent to the owner, occupant or lessee to inform them on the decisions made by the Board as to the enforcement of the Rules and Regulations. The owner, occupant or lessee shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and review, challenge and respond to any material considered by the Association. A written decision of the Board of Directors shall be submitted to the owner, occupant or lessee not later than thirty (30) days after the review of the letter from the owner, occupant or lessee and/or the review of the Violations which are not contested by the owner, occupant or lessee.

RULE CHANGES

The Directors of the Association reserve the right to change or revoke existing rules and regulations and make such additional rules and regulations from time to time, as in their opinion shall be necessary or desirable for the safety and protection of the homes and its occupants, and to promote cleanliness and good order of the property and to assure the comfort and convenience of the owners.



We the Board of Directors, would like to encourage your suggestions and participation. We all have a joint interest in our community and it is in our best interest to preserve it. If you would like to get involved in your community, please attend the Board of Directors meetings.

*PLEASE REFER TO YOUR ASSOCIATION DOCUMENTS FOR MORE DETAILED INFORMATION REGARDING THE RULES AND REGULATIONS AND ANY OTHER RULES AND REGULATION WHICH MAY NOT BE INCLUDED HEREIN*

**YOU CAN ALSO VISIT OUR WEBSITE TO FIND THE LATEST UPDATES AND ALL YOUR ASSOCIATION DOCUMENTS WHICH MAY NOT BE INCLUDED HEREIN**

**[WWW.KENDALLGROVE.ORG](http://WWW.KENDALLGROVE.ORG)**



## RULES AND REGULATIONS

Rules and Regulations published March 13th, 2001 were transferred from written format to a digital format on **July 10th, 2012**. From time to time future changes made to Rules and Regulations will be noted as changes on the subsequent revisions.

| Revised Date | Revision Made By | Revision Description   | Approved Minutes Date |
|--------------|------------------|--|-----------------------|
| 08/06/2012   | BOD              | Transferred written format to digital format of Rules & Regulations published March 13th, 2001 & added date of July 10th, 2012 to Rules & Regulations revision page.         | 07/10/2012            |
| 02/14/2013   | BOD              | Changed on Page 5 "Board of Directors and the VCC" to read "Board of Directors or the VCC"   | 02/13/2013            |
| 02/14/2013   | BOD              | Page 6, added after "shrubbery" the word "trees"   | 02/13/2013            |
| 03/14/2013   | BOD              | Page 7, changed 24 to 22. Added "or as needed" after semi-annually. On Cutting Schedule : deleted "at least" changed "24" to "22" and added "or as needed" after "per year". | 03/13/2013            |

## RULES AND REGULATIONS

| Revised<br>Date | Revision<br>Made<br>By | Revision<br>Description   | Approved<br>Minutes<br>Date |
|-----------------|------------------------|---|-----------------------------|
| 03/14/2013      | BOD                    | Page 7: On Fertilization from “four (4) times...” to end of the sentence and added “annually or as needed”.   | 03/13/2013                  |
| 03/14/2013      | BOD                    | Page 8: On General Provisions, changed “the development” to “the community”. Changed all “ACC” to “ACC or the Board of Directors” for the entire page.<br>On Driveway Easement: added the word “the” after “hold harmless”. | 03/13/2013                  |
| 03/14/2013      | BOD                    | Page 9: On Storage, changed “ACC” to “ACC or the Board of Directors”.   | 03/13/2013                  |
| 04/18/2013      | BOD                    | Page 10: a) Container-change wording to reflect that containers are provided by Miami-Dade County   | 04/10/2013                  |
| 04/18/2013      | BOD                    | Page 10: deleted item b   | 04/10/2013                  |
| 04/18/2013      | BOD                    | Page 10: item C) deleted<br>“Plastic bags cannot be put out overnight.”   | 04/10/2013                  |

## RULES AND REGULATIONS

| Revised<br>Date | Revision<br>Made<br>By | Revision<br>Description   | Approved<br>Minutes<br>Date |
|-----------------|------------------------|---|-----------------------------|
| 04/18/2013      | BOD                    | Page 10, Item c) Change from "Garbage should be set out at 6:00 a.m. each day of pick up" to "Garbage bin can be set out of after 6:00 p.m. the nigh before of each day of pick up"               | 04/10/2013                  |
| 04/18/2013      | BOD                    | Page 10: For Garbage Bins & Trash Removal: Added - Recycling pick up is schedule every other Monday.  | 04/10/2013                  |
| 04/18/2013      | BOD                    | Page 10: Control of Contractors—added— and/or Management  | 04/10/2013                  |
| 04/18/2013      | BOD                    | Page 10: No Structural Change—changed "ACC" to "the Board of Directors".  | 04/10/2013                  |
| 04/18/2013      | BOD                    | Page 10: No Structural Change—added at the end —"All changes to the owner's property requires the approval by the ACC and/or the Board of Directors of an Architectural Change form (ACC form). " | 04/10/2013                  |
| 04/18/2013      | BOD                    | All Pages—Changed "ACC" to "the Board of Directors"   | 04/10/2013                  |

| Revised<br>Date | Revision<br>Made<br>By | Revision<br>Description  | Approved<br>Minutes<br>Date |
|-----------------|------------------------|--|-----------------------------|
| 08/19/2013      | BOD                    | Page 13 through 16 were reformatted for ease of reading of the rules and regulations.  | 08/07/2013                  |
| 08/19/2013      | BOD                    | Added wording to pages 13 through 16 “and/or the Board of Directors” after the “Architectural Control Committee” where it showed on each page. | 08/07/2013                  |
| 08/19/2013      | BOD                    | Page 14 — cross reference <b>added</b> after...The term “Commercial Vehicle” shall include <b>(refer to page 16 for more details),</b>         | 08/07/2013                  |
| 08/19/2013      | BOD                    | <i>Page 16 — cross reference to Page 14. Added <b>(see page 14 for rules)</b> after <b>Commercial Vehicles</b> at the top</i>                  | 08/07/2013                  |
| 09/05/2013      | BOD                    | Page 17— Added wording in green: applied to interest, late charges <b>and/or other charges</b> first the                                       | 09/11/2013                  |

| Revised Date | Revision Made By | Revision Description  | Approved Minutes Date |
|--------------|------------------|---|-----------------------|
| 09/5/2013    | BOD              | Page 17— Changed “20th day” to “45th day” of the  | 09/11/2013            |
| 09/5/2013    | BOD              | Page 17— Changed: “you” from <del>suddenly.....</del> send one months payment   | 09/11/2013            |
| 09/5/2013    | BOD              | Page 18— Re-worded entirely the b) paragraph to comply with the current process.  | 09/11/2013            |
| 09/12/2013   | BOD              | Page 17— Added: <del>or On-line</del> <del>after</del> money order  | 09/11/2013            |
| 09/12/2013   | BOD              | Page 17— Deleted: Cluster out of Kendall Grove <del>Cluster</del> Homeowners’ Association, Inc. Name of our Association is Kendall Grove Home-owners’ Association, Inc. | 09/11/2013            |