

**RULES & REGULATIONS**  
**ADOPTED BY THE BOARD of DIRECTORS**  
**SAWGRASS VILLAS CONDOMINIUM ASSOCIATION, INC.**

**Revised May 5, 2016**

**1. Common / Limited Common Areas:**

- a) All parts of the Condominium Property must be kept in a clean and sanitary condition.
- b) Unit owners and residents may not install fencing, landscape lights, trees, shrubs, plants of any kind or borders around the plant beds on the Common Areas without the prior written consent of two-thirds of the total voting interests of the Association. Potted plants are permitted but only at the doorway of both the upper and lower units only.
- c) No bicycles, toys, chairs, basketball hoops, or any other items of personal property shall be left out when not in use. No baby carriages, motorcycles, baby strollers, shopping carts, bicycles, skate boards, storage or other containers, roller skates, roller blades, toys, trash cans, garbage cans, adult or child car seats, benches, tables, or chairs, or other personal items are allowed to stand in areas that would create a safety risk or inhibit ingress and egress to any unit.
- d) Skateboards, unlicensed and/or uninsured electric and/or gas powered vehicles, and scooters may not be used within the Condominium Property. The Association is not responsible for any injury or property damage caused as a result of such activities.
- e) No clothes, towels, rugs, mats, bedding, or similar items may be hung or displayed on any railing, stairway, window, or other Common Elements. In addition, none of these items may be shaken from any balcony, window, or Limited Common Elements.
- f) Outdoor display of seasonal holiday lights is permitted, so long as the soffit, fascia, door trim, or siding is not punctured or pierced in any way. Lights may be strung by the use of suction cups on the windows, or any other method that would not do harm to the buildings and Common Elements. All lights and decorations must be removed within 10 days of the end of the holiday, and may not be installed sooner than 30 days before the holiday.
- g) For purposes of making any changes to the Common or Limited Common Elements, an "Application for Change to Common or Limited Common Elements" form must be filled out and submitted to the Association for approval along with copy of license and insurance of the contractor performing the work. Work must be approved **BEFORE** any work commences.
- h) Owners and residents are responsible for any damage caused by their tenants, occupants, guests, licensees, or invitees. Notwithstanding the above, the Association may pursue any claims against or take any actions against any tenant, occupant, guest, licensee, or invitee that causes damage.
- i) Unauthorized climbing on the roofs is not permitted. The Association will not be held responsible if any person is injured or killed from being on a roof for any reason or if any property damage or any injury should occur as a result.
- j) **Fireworks are not permitted anywhere on the Condominium Property.**

**2. Animals and Pets:**

- a) Unit owners may own and keep domestic pets in their units. All pets must be kept on leashes, whenever the pet is outside the unit.
- b) All pets must be registered with the Association by submitting the pet registration form. A copy of vaccinations, county license and picture must also be submitted to the Association within thirty (30) days of obtaining the pet.

- c) Pet owners are responsible for the immediate retrieval and disposition of their pet's waste. For your convenience there are 3 pet waste stations within the community which also has the waste bags.
- d) Pet owners assume liability for all injuries, damages or nuisance(s) to persons or property caused by the pet, or resulting from its presence at the Condominium.
- e) Pets must be removed from the Condominium Property if the pet is potentially dangerous, vicious, unreasonably annoying to other residents, or has in any way become a nuisance.

### **3. Trash / Recycling:**

- a) All trash, refuse, garbage shall be enclosed in plastic trash bags and deposited into containers intended for such purpose, only at such times, and in such manner, as the Condominium Association shall direct.
- b) No litter or any type of trash shall be placed or left upon the Common or Limited Common Elements, except in containers, and **only** on days of garbage pickup.
- c) Containers may be brought out the evening before pickup and **NO SOONER**. The container shall be placed inside the garage of the unit by 8:00 p.m. on the day of pickup.

### **4. Sales and Leases:**

- a) Unit owners must notify the Association and Management, in writing, of their intention to sell or lease their unit. Notice must be provided by submitting an application to the Association at least 14 days in advance of occupancy. A copy of the contract or lease must accompany the Association's application along with a \$100 application fee which must be paid for before the application will be processed.
- b) A member of the Board will conduct an interview with the purchaser or tenant and issue a Certificate of Approval, if applicable.
- c) If the required notice is not provided or the tenant fails to attend an interview, it will be deemed violation of the Governing Documents by both the tenant and unit owner. The unit owner upon written request from the Association must evict the tenant(s) from the unit immediately. The Association may also pursue and any all other legal remedies available to it for the violation.
- d) Tenants shall provide the Association with the tenants' telephone and emergency contact numbers within 10 days of moving into a unit. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association or as necessary to prevent damage to the common elements or to a unit. This rule is equally applicable to any Leased units.
- e) All unit owners must also provide the Association with any change in their contact information within 10 days of the change. All new unit owners must provide the Association with a copy of a condominium unit insurance policy within 10 days of unit purchase and annually thereafter. Said insurance policy must insure the items referenced in Section 718.111(11) (f) (3), Florida Statutes, and conform to the requirements of Section 627.714, Florida Statutes, Florida Statutes. At a minimum, the insurance must cover the replacement value of these items.
- f) Upon written request from the Association, unit owners shall evict any tenant(s) within 30 days who in the opinion of the Association noticeably violate the Governing Documents or who otherwise cause a noticeable nuisance to other residents or who otherwise threaten the safety and well-being of Sawgrass Villas.
- g) Moving containers or pods may be left on driveways for up to 72 hours with written permission from the Board of Directors.

- h) Sawgrass Villa's condominium units are designed for single-family living. Individual units shall not be used for multiple family or multiple group living.

#### **5. Vehicles / Parking:**

- a) The following items may not be parked or kept upon any portion of the Condominium Property: (1) trailers, including commercial trailers; (2) containers; (3) motorcycles, (4) dually trucks; (5) campers; (6) motor homes; (6) recreational vehicles; (7) boats; (8) limousines, (9) unserviceable cars or trucks; (10) unlicensed cars or trucks; or (11) uninsured cars or trucks.
- b) No vehicle shall be allowed to park or drive on the grass, yard areas, beds, sidewalks or curbs.
- c) Tractor trailers are permitted to make deliveries to units if they are no longer than 28 feet. Tractor trailers longer than 28 feet are not permitted to enter the Condominium Property.
- d) Street parking is limited to guests in designated areas, or as the Board instructs.
- e) A maximum of two vehicles relating to any one unit (including vehicle(s) of the unit owner(s), of tenant(s) or of visitor(s) to that particular unit) may park on that unit's driveway. Vehicles may not extend into the road.
- f) Persons may not park vehicles on another unit owner's driveway without the unit owner's permission. The Association must be provided notice of the unit owner's permission.
- g) The speed limit within the Condominium Property is 15 MPH. No speeding, racing or reckless or illegal driving is permitted.
- h) All vehicles parked on driveways or the street must be of clean appearance and must be kept clean and in good repair.
- i) No items which could be deemed hazardous, including, but not limited to: chemicals, glass or tools should be left in the backs of open trucks or be otherwise accessible. Any item stored in the back of a truck must not exceed the height of the bed of the truck or hang out of the bed of the truck.
- j) Vehicles with oil leaks or other fluid leaks must be repaired immediately or removed from the Condominium Property. If there is an oil or other fluid leak, the vehicle owner and unit owner must clean and remove all of the leaked oil or fluid to the Association's satisfaction. If the oil or fluid is not cleaned and removed or is not done to the Association's satisfaction, the Association may perform the cleanup and removal at the vehicle owner's or unit owner's expense. The vehicle owner and unit owner shall reimburse the Association on demand for said costs.
- k) Vehicles violating any of these parking and traffic regulations or no parking signs posted or stenciled on the curb throughout the Condominium Property shall be subject to towing.

#### **6. Hurricane Shutters:**

- a) Owners wanting to install hurricane shutters can do so with Board approval of their plan, provided that the shutters are being installed by a professional, licensed and insured (including worker's comp. and liability), hurricane shutter company. Permits are the responsibility of the unit owner. All shutters must conform to Dade County Requirements. All shutters will be white in color. All shutters may be accordion style, or vertical style with, or without, automation. Remember, the outside of each unit is common property, and falls under the Association rules and regulations. However, any damage(s) caused by the installation of said shutters will be the responsibility of the unit owner.
- b) If there has been a hurricane warning or watch issued, hurricane shutters must be installed on your unit, or if professionally installed, closed on your unit, in advance of a hurricane. The Association maintains the authority, but not the responsibility or obligation, to install shutters at the cost of the owner. Liability for damages caused by non-compliance will be the responsibility of the unit owner.

- c) Hurricane season runs from June 1 through Nov 30. If you are an absentee owner during these months, shutters are allowed to be installed on your unit. If the unit is occupied, and after the threat of a hurricane has passed, all shutters shall be removed from all openings within 10 working days.

**7. Empty Units:**

- a) If a unit is left unoccupied for 2 weeks or more, it must be left in a condition to minimize the risk of leaks, mold, mildew or other fungal growth for that unit or for surrounding units as follows:
  - i. Air-conditioning must be left on and the thermostat must be set to 80 degrees Fahrenheit or lower;
  - ii. The water supply valve to the unit must be turned off; and
  - iii. The electric breaker for the water heater must be turned to the off position (to help ensure no burnout of the element should the water level fall in the water heater).

**8. Miscellaneous:**

- a) The toilets, sinks, garbage disposal units, baths, showers, and other water apparatus within the units shall not be used for any purpose, other than that for which it is intended.
- b) Cooking oil, grease or similar substances should not be deposited into the sinks, garbage disposal units, baths, showers or water apparatus within the units.
- c) No flammable fluid, such as gasoline, kerosene, carbon tetrachloride, naphtha or benzene, or explosives, fireworks, or articles extra-hazardous to life, limb, or property, shall be used, or brought into any Unit, stored or stock piled.
- d) As per Martin County Fire Code, gas barbecuing, grilling and outdoor cooking of any kind and nature, is not permitted within 10 feet from any portion of the building, and in no case, shall it be permitted on porches.

**9. Association Responsibility:**

- a) The Association shall be responsible for the maintenance of the light sensors and bulbs that control the light fixture in the ceiling of the porches on the upper units to ensure that these are in working order. For reasons of safety, these lights must remain illuminated during hours of darkness.

**10. Unit Owner Responsibility:**

- a) Each unit owner shall be held accountable for any violation of the Governing Documents by the family members, guests, tenants, invitees, agents, or employees of the unit owner.
- b) If a unit owner's family member, guests, tenant, invitee, agent, or employee causes any damage to the Condominium Property, the unit owner is responsible for the damage and cost of repairs. This includes, but is not limited to, damage to sprinkler heads, outside components of buildings, street, sidewalks, lawn, landscaping, mailboxes, fencing, preserve, lighting fixtures, plumbing elements etc.
- c) No owner, resident, tenant, guest or visitor in Sawgrass Villas shall do anything, act or omission nor allow anything act or omission to be done which could create a hazard to, endangerment to, damage to, nuisance to or injury to any unit(s), Common Element(s), person(s), pet(s) or property

nor do anything, act or omission which contravenes any local ordinance or regulation or any local, county, state or federal law or regulation.

- d) The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association or as necessary to prevent damage to the common elements or to a unit. Unit owners shall provide a key for their unit to the Association. Should the unit owner or tenant change the locks, the unit owner shall provide the Association with an updated copy of the unit key.
- e) Each unit owner shall check or regularly have checked the water-tightness of their appliances, sink, bath, shower fittings and all other equipment or devices or appliances connected to the water supply or exposed to water within their unit.
- f) If any owner, resident or tenant suspects or discovers that there may be termites, mold or other issues with their unit, this not only puts their unit at risk but also the other unit in the building, and they must inform the Association of this suspicion or discovery immediately.
- g) It is recommended by the Association that the unit owner and / or tenants have their air conditioning units cleaned and serviced at least once a year.

#### **11. Enforcement:**

- a) In addition to all other remedies provided in the Governing Documents and by law, the Association may levy reasonable fines for the failure of the owner of the unit, or its occupant, guest, licensee, or invitee, to comply with any provision of the Governing Documents. Fines shall be levied in accordance with Chapter 718, Florida Statutes, and the Amended and Restated Declaration of Condominium.

#### **12. Definitions:**

- a) The term "Governing Documents" refers to the Amended and Restated Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations for Sawgrass Villas.
- b) The terms "Association", "unit", "unit owner", "Condominium Property", "Common Elements", and "Limited Common Elements" are defined by the Amended and Restated Declaration of Condominium and those definitions are incorporated by reference into these Rules and Regulations.