

# Fiesta Homeowners Association, Inc.

## Rules and Regulations

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### ARTICLE I. GENERAL PROVISIONS

Article 10 of the Declaration of Covenants (the “Declaration”) addresses certain rules of the Association. The Declaration gives the Association the power to issue rules and regulations supplementing or otherwise amplifying the rules found in the Declaration. Each resident of the Association is responsible for knowing the rules of the Association, as well as following them. The Association will enforce these rules in order to make living in Fiesta an enjoyable experience for its residents.

The following Rules and Regulations are designed to make living for all residents pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. No regimentation is intended, but the Board has legal responsibility to administer the affairs of the Association to the benefit of the majority of the homeowners.

The Rules and Regulations hereinafter enumerated shall apply to and be binding upon all residents.

The residents shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitee, servants, employees, lessees, contractors and other persons for whom they are responsible and persons over whom they exercise control and supervision.

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Revision of these Rule and Regulations will be made if and when current rules became obsolete, inequitable, or fail to cover existing situations. Suggestion for such changes should be submitted (in writing) to the Association. The Board of Directors is anxious to reflect the wishes of a majority of the owners.

The Association, through the Board of Directors or its Agent, is primarily responsible for the enforcement of all Rules and Regulations; however, any owner(s) may, "as a good neighbor, politely call attention to rule infractions, either to the person violating the rule or in a written signed complaint to the Association. The Board of Directors may assign all or part of the responsibilities for compliance with these Rules and Regulations to the Agent of the Association.

Violations of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other owner(s) pursuant to the terms of the Declaration of Covenants, Restrictions and Easements for the Association.

Violations may be remedied by the Association by fine, injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person(s) violating the Rules and Regulations of the Declaration of Covenants, Restrictions and Easements, and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered waiver, consent or approval of identical or similar situations unless notified in writing by the Association.

### **ARTICLE II: DEFINITIONS**

ARC: As referred to herein, the term "ARC" shall refer to the Architectural Review Committee appointed by the Board of Directors.

Association: As referred to herein, the term "Association" may be interchangeable with the Board of Directors. Any Agent retained by the Association to act on its behalf may be included in this term, where applicable.

Agent: As referred to herein, the term "Agent" refers to any third party vendor whose services are retained by the Association.

Member: As referred to herein, the term "Member" shall be interchangeable with "Homeowner" or "Owner."

Resident: As referred to herein, the term "Resident" shall mean any person or persons residing within the property boundaries of the Association, including but not limited to any owner or renter.

### **ARTICLE III: PROMULGATION AND AMENDMENTS**

The Association will make best efforts to make sure these Rules and Regulations are available to download at no cost from the Association's website, [www.fiestahoa.com](http://www.fiestahoa.com). Those members without internet access will be provided one copy at no cost. Should any resident need an additional printed copy, they can purchase one from the Association.

Amendments to these Rules will be made from time to time, when needed, and will be provided to members at no charge. A current copy, as amended, will be available on the Association's website. Amendments may be made by issuing a completely new set of Rules or may be made by incorporation to any existing set of Rules at the discretion of the Board of Directors.

Section 13 of the Bylaws provides that the Association may enforce any amended provision of these rules thirty days after promulgation of said amended rules. Enforcement of any rules promulgated prior to said amendments are not subject to this rule, as long as the subject rules had been promulgated at least 30 days prior to enforcement of such.

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## **ARTICLE IV. RULES ENFORCEMENT**

The Board of Directors asks for the full cooperation in the observance of these rules designed to make Fiesta a pleasant place in which to live. Observance of these Rules and Regulations by owner(s), lessees, their families, guests, and employees of owners, and other person(s) over whom they exercise control and supervision is the responsibility of the Unit owner(s).

Violations should be reported to the Association or its designated agent.

Violations may be called to the attention of the violating owner(s) or other responsible person by the Association in writing.

The Board has the authority to fine residents for violations of these rules pursuant to Section 5(n) of the Bylaws of the Association (the "Bylaws"). The procedure for the issuance of said fines and the owner's right to a hearing may be found in Section 18, et seq. of the Association's By-Laws.

The acceptance by a purchaser of a unit of the warranty deed conveying the title shall be considered notice of the enforcement provisions of these Rules and Regulations.

## **ARTICLE V. RESALE OF UNIT**

All prospective buyers of units must be pre-approved by the Association prior to occupying a unit. There are no exceptions.

The Association will put forth its best efforts to review and approve applications for new owners. However, it is the responsibility of the new owner to notify the Association far enough in advance to ensure that the Association has enough time to process the application and screen the applicant. In no case shall the Association be obligated to review any application submitted for approval prior to 30 days after submission of a fully completed application to the Association, including all required documentation.

**Permanent occupancy of units is limited to those persons identified on the purchase application.**

The application fee for new owners is \$100 per unrelated person. Additionally there is a charge of \$90 per adult person (over the age of eighteen), for a background check. Both of these fees are payable to the Association.

The seller (current owner) shall provide the purchaser with the following Association documents:

- Articles of Incorporation
- Bylaws
- Declaration of Covenants
- Rules and Regulations, as amended

All of these documents are available on the Association's website at no cost to members.

Written approval is required in recordable form for the proper legal transfer of title. The written approval will be issued by the Association, or through its agent, if any.

Units can be sold to a corporation, partnership, professional association or similar non-personal entity provided unit is used for residential purposes.

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### **ARTICLE VI: LEASE/RENTAL OF UNIT**

*Article 10.20 of the Declaration provides general guidance to owners regarding the leasing or rental of units. The following rules and regulations shall provide further clarification regarding the Association's policy on the leasing or rental of units. However, shall there be any conflict between these rules and the Declaration, the Declaration takes precedence. It is the resident's responsibility to be familiar with both these rules and those outlined in the Declaration.*

**No units may be rented prior to one year after the unit is purchased. The Association reserves the right to pursue any and all legal action against any member who violates this rule.**

All prospective renters of units must be pre-approved by the Association prior to occupying a unit. There are no exceptions.

The Homeowner intending to lease his/her unit or any interest therein shall give notice in writing to the Association of such intention, together with the name and address of the intended lessee, such other information as the Association may require and the terms of the proposed transaction.

No Homeowner(s) may lease his/her unit until they receive written approval from the Association. The submission of an application form provided by the Association and a copy of the lease, payment of monies due to the Association as enumerated herein and an interview of the prospective occupants must occur before the Association will consider approving any prospective occupants.

In order to provide the Association with sufficient time to process such requests, the above items should be provided to the Association no less than thirty days prior to the date of occupancy contemplated.

The owner(s) shall provide the proposed lessee with a copy of all rules and regulations of the Association.

Renewal or extensions of existing leases shall require Association approval. The Association reserves the right to deny any renewal or extension of any lease. If the Association has received complaints regarding said occupants or the occupants have violated the Association's rules and regulations in any manner, the Association may not approve any lease extension.

**Occupancy of units is limited to those persons identified on the rental application. No additional persons may occupy any unit without the prior approval by the Association.**

During the period that the unit is leased by the owner, such owner loses the privilege he/she would normally exercise in respect to all common areas in the Association, such as the use of the swimming pool or resident parking space. Also, the owner must provide the gate opener (clickers) to the lessee by the starting date of the lease.

Lessee(s) must conform to and abide by all times the rules of the Association as set forth herein.

The application fee for renters is \$100 per unrelated person. There is an additional charge of \$90 per adult person over the age of 18, for a background check. These fees are payable to the Association.

### **ARTICLE VII: RESIDENTIAL PURPOSES ONLY**

*Article 10.18 of the Declaration provides general guidance to owners regarding the use of the units. The following rules and regulations shall provide further clarification regarding the Association's policy on the use of the units. However, shall there be any conflict between these rules and the Declaration, the Declaration takes precedence. It is the resident's responsibility to be familiar with both these rules and those outlined in the Declaration.*

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Units are for residential purposes. No manufacturing, sales, commercial or distribution activities shall be permitted by any resident on the property of the Association. In addition, all other activities determined by the Board of Directors to constitute a business practice inconsistent with appropriate use of a residential unit shall not be permitted on the premises.

### ARTICLE VIII: GARBAGE

*Article 10.02 of the Declaration provides general guidance to owners regarding garbage. The following rules and regulations shall provide further clarification regarding the Association's policy on garbage. However, shall there be any conflict between these rules and the Declaration, the Declaration takes precedence. It is the resident's responsibility to be familiar with both these rules and those outlined in the Declaration.*

#### General Rules:

1. Garbage containers are not allowed in front of any unit without prior approval of the Association.
2. Garbage is picked up on Tuesdays and Fridays.
3. Recyclables are picked up on Fridays only.
4. Bulk trash is picked up according to the schedule promulgated by the City of Margate. If garbage does not fit in a garbage can, it cannot be put out for pick up other than on bulk trash days.
5. Garbage containers and recyclable bins may not be put out for pickup prior to 6:00 P.M. the day before garbage pickup.
6. Garbage containers and recyclable bins must be moved to the back of the unit no later than by 10:00 A.M. on the day following garbage pick up, or the owner will be subject to fine and/or the subject container or bin may be confiscated, with the cost of removal being assessed to the owner.
7. Regulation size trash bags may be put out on the day of garbage collection ONLY. No retail bags may be used (i.e. Publix, Wal-Mart, Target) All bags must be secured.
8. Garbage containers must be marked with the complete street address of the unit owner (i.e. 4444 Jubilee). All unmarked containers will be subject to removal without notice by the Association.
9. Garbage must be placed only in designated areas, which include a) at the end of the unit's designated parking space or b) at the end of the swale. Please be respectful of your neighbors.
10. No trash or garbage, cans, supplies, milk bottles, or other articles shall be placed outside the Unit, including, but not limited to in front of any unit except in the prescribed areas and on the days designated by the Association (Tuesdays & Fridays)

The Association takes violation of these rules very seriously, as the Association is incurring needless expenses (i.e. cleanup, pest and rodent removal costs) as a result of those owners not following the rules. **The Association has implemented a zero tolerance policy for violations of these rules.** Violators will be required to reimburse the Association for clean up expenses and a fine of \$50.00 will be imposed for each violation of any part of this Rule.

### ARTICLE IX: PETS

*Article 10.13 of the Declaration provides general guidance to owners regarding pets. The following rules and regulations shall provide further clarification regarding the Association's policy on pets. However, shall there be any conflict between these rules and the Declaration, the Declaration takes precedence. It is the resident's responsibility to be familiar with both these rules and those outlined in the Declaration.*

The following is strictly prohibited and will result in the issuance of a violation letter and fine:

1. Failing to clean up after your pet
2. Dogs outside of a unit without a leash
3. Letting a dog defecate on the area immediately in front or back of any home

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4. Under no circumstance are pets allowed in the Swimming Pool and Cabana Areas.
5. Pit-bulls on Association property
6. Pets unattended outside the unit
7. Commercial breeding of pets

The following is required when walking a dog on Association property:

1. The dog must be on a leash
2. The person walking the dog must have a bag or similar item on their person, visible to others, for clean up
3. All excrement must be immediately cleaned up by the person walking the dog

Failure to abide by the above will result in a fine.

Ordinary house pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, aquarium fish, small snapping turtles, and tortoises, domesticated rabbits, rats and mice and creatures normally maintained in a terrarium or aquarium are permitted and subject to the guidelines in these Rules.

Animals not generally maintained as pets, such as large reptiles (snakes), anthropoids, felines other than cats, canines other than dogs, rodents, and other creatures other than those listed above, or not maintained in a terrarium or aquarium, are prohibited.

The number of ordinary house pets, excluding caged birds or those in a terrarium or aquarium are not to exceed two (2) per unit, each weighing 50 lbs or less.

NOTE: City of Margate Ordinances also require clean-up and failure to do so may result in a ticket being issued to the offender.

No pets shall be left unattended outside the Unit, and no pet shall be left inside a unit for a period of time exceeding 36 hours, such as weekend, without attendance.

Pet owners are responsible for any property damage, injury, or disturbance their pet(s) may cause or inflict.

All pets must have and display, as appropriate, evidence of all required registrations and inoculations.

Every female dog, while in heat, shall be kept confined in the unit by its owner in such a manner that she will not be in contact with another dog nor create a nuisance by attracting other animals.

If such pet(s) is vicious or is annoying to other owners, or otherwise becomes a nuisance, the Association reserves the right to have the pet removed from Association property.

No owner shall inflict or cause cruelty in connection with any pet.

### **ARTICLE X: PARKING**

There shall be one assigned parking space per unit (lot number) and must be used first by the unit owner before a guest spot is occupied. Those residents with more than two vehicles must park their 3<sup>rd</sup> vehicle in a guest spot not located in front of any unit (the vehicles may be parked in any guest spot on the side of the street where there are no homes). Complaints from residents regarding the taking up of two guest spots by a single resident on the street where they live will result in a fine to the offending resident.

Note: There is plenty of parking in the complex. There is no reason to take up a frequently used guest spot with your

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3<sup>rd</sup> vehicle. Please respect your neighbors and use one of the guest spots in areas infrequently used.

Throughout the complex, a number of spaces are designated "GUEST." Visitors must park their cars in these spaces and not in spaces with numbers, which are designated parking places. All guest spots are painted yellow and are easily identifiable. It is the responsibility of owners and tenants/renters to see that their visitors use these spaces.

**Parking Decals: All vehicles owned by residents must have a Fiesta parking decal affixed to the rear window or bumper of the vehicle. Vehicles without such decals will be subject to towing or police inspection. Decals are available from the Association. Proof of residency, as well as identifying information of the vehicle including a) Make b) Model c) Year d) Color and e) License plate number is required to obtain the decals. There is no cost to members for the parking decals for up to three decals. There is a \$5.00 charge if additional decals are needed. However, the Association reserves the right to limit the number of decals issued to any unit.**

The following is prohibited and will result in a fine and/or towing at the owner's expense:

1. Parking a vehicle on a sidewalk or swale, or blocking any part thereof with the vehicle.
2. Parking anywhere on Association property that is not either a designated parking space or a guest space.
3. Parking in a handicapped spot without the requisite placard or decal.
4. Parking in a guest spot without moving the vehicle at least once in a two-day period.
5. Servicing or repairing vehicles. However, in the case of emergency, such will be allowed with PRIOR permission of the Association.
6. No alterations to any parking space or parking curb are allowed without prior written approval/consent of the Association.
7. Boats, mobile homes, campers or trailers shall not be allowed on the property overnight.

### **ARTICLE XI: MOTOR VEHICLES (GENERAL)**

The following vehicles are prohibited and will result in a fine to the owner or towing:

1. Commercial vehicles (except as allowed under Article XII);
2. Vehicles displaying commercial signage;
3. Vehicles missing windows;
4. Vehicles carrying ladders (except as noted in Article XII);
5. Inoperable vehicles (Servicing or repairing vehicles is not allowed on Association property. However, in the case of emergency, such will be allowed with PRIOR permission of the Association);

All vehicles parked on the Association's property must have current and valid vehicle license tags from the state of registration properly attached to the vehicle.

Nuisance or Inoperable Vehicles. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise. No vehicles that creates a nuisance, a safety hazard or is inoperable shall be parked on Association property. The owner shall appropriately maintain vehicles. The cost of correcting damage to Association property caused by failure to so maintain a vehicle shall result in a fine or individual assessment to the owner who caused such damage, whether it was their vehicle, or that of a guest or tenant.

Vehicles that cannot operate under their own power and remain on the property for more than seventy-two (72) hours, shall be towed at owner's expense.

No boats, mobile homes, campers or trailers shall be allowed on the property overnight.

No vehicles shall have "FOR SALE" signs displayed, whether via a sign or by writing on the vehicle itself.

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The Association shall make a reasonable attempt to give notice to owners of offending vehicles. If such vehicles are not removed or the violation condition corrected, the Association may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

Any equipment that is attached to a vehicle that makes the vehicle look like a commercial vehicle is not allowed. Pick-up trucks with tools or materials in the bed of the truck must be covered. Nothing can be extending out the rear of the bed or sticking up from the bed. Example: Piping, wood, air tanks, etc.

Vehicles with permanent lettering or signage must be covered by placing magnetic blocks matching the color of the vehicle over the lettering or signage which completely covers such lettering and signage at all times while parked on Association property.

Vehicles with expired tags & trailer may be towed without warnings.

Overnight Parking: No boats, camping vehicles, jetskis, vehicles with trailers, commercial vehicles, U-Hauls or moving vans are allowed to park on Association property overnight without the prior written consent of the Association.

Vehicles will be subject to being towed if in violation of any of the above Rules. Once the Tow Company is called, it is up to the towing company to release the vehicle. If the towing company does release the vehicle, the vehicle must comply with the Rules and Regulations or be driven off the property.

The Towing Company or the Association will not be responsible for any damage to the vehicle being towed. A copy of these rules has been provided to the Tow Company so that there are no questions as to what will be towed. The Tow Company currently being used by the Association is J & J Towing 954-972-0855.

### ARTICLE XII: COMMERCIAL MOTOR VEHICLES

*Article 10.03 of the Declaration provides general guidance to owners regarding commercial vehicles. The following rules and regulations shall provide further clarification regarding the Association's policy on commercial vehicles. However, shall there be any conflict between these rules and the Declaration, the Declaration takes precedence. It is the resident's responsibility to be familiar with both these rules and those outlined in the Declaration.*

The Declaration states that no commercial vehicles may be kept overnight anywhere on Association property, unless specifically approved by the Association. Further, the Declaration provides that the Association may designate areas within the community where commercial vehicles may be parked.

In an effort to balance the needs of all members of the community, the following is the policy of the Association regarding parking of commercial vehicles on Association property:

1. **Commercial vehicles, as defined below, which are owned or used by residents, may only be parked in designated areas.** Designated areas are defined as parking spots that are not located in front of any unit, or within 25 feet of the curb in front of any unit.
2. Commercial vehicles providing a service to the Association or to a member, within the hours as set forth below, may only park directly in front of the unit for which it is providing a service.
3. At no time will Commercial vehicles **bearing ladders or any other tools** on the outside of the vehicle be allowed on Association property, other than on vehicles providing a service to the Association or a member and within the allowed hours as set forth below.
4. At no time will Commercial vehicles other than those vehicles providing a service to the Association or a member be permitted on Association property **bearing signs or decals** visible from the outside of the vehicle,

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unless such signs or decals are covered up as described below.

Commercial vehicles are defined as follows:

*Commercial vehicle* includes all vehicles, motor vehicles, or trailers drawn by motor vehicles, when designed, used or maintained primarily for the delivery or transport of persons or property in the conduct of, or carrying on of, any commercial or business activity for pecuniary gain or profit and where the owner or operator of such business or commercial enterprise is required to obtain a Broward County occupational license pursuant to Broward County Ordinance 72-13 as amended, or for the solicitation of business or customers within Broward County. – *City of Margate Code of Ordinances Chapter 12 ¼-1.*

The Association reserves the right to amplify the definition of commercial vehicles under the City of Margate Code of Ordinances at any time.

Vehicles with permanent lettering or signage must be covered by placing magnetic blocks matching the color of the vehicle over the lettering or signage which completely covers such lettering and signage at all times while parked on Association property.

Hours of Outside Commercial Contractors: Commercial vehicles or trucks **providing a commercial service to the Association or to a resident** are permitted between the hours of 8 a.m. and 6 p.m. Monday through Saturday. Such vehicles are allowed on an emergency basis after hours. A sign noting such emergency, with the unit owner's address, must be displayed on any such commercial vehicle after the designated hours.

**Vehicles will be subject to being towed without warning, at the owner's expense, if in violation of any of the above rules.**

### ARTICLE XIII: POOL AND CABANA AREAS

#### General Rules:

Pool hours are from 5am-11pm. (Please respect the privacy of those neighbors living adjacent to the pool area). Pool gate shall be locked at all times. The pool is accessible only by means of a key. The police will be called if there is anyone in the pool or cabana area between the hours of 11 pm and 5 am. **The Margate Police will strictly enforce these rules, including but not limited to the arrest of anyone in the pool area after hours without proper ID showing that they reside in the Community.**

Use of pool and cabana area is restricted to residents and their guests. Guests must be accompanied by a resident. Persons not accompanied by a resident will be asked to leave and are subject to the trespassing laws of the State of Florida and the City of Margate. Unit owners will be responsible for the actions of their guests around the pool area.

All persons under the age of sixteen (16) years of age must be accompanied by a resident over the age of twenty-one (21)

**THERE IS NO LIFEGUARD ON DUTY.** All persons using the pool do so at their **OWN RISK**. The Association assumes **NO RESPONSIBILITY** for any accident or injury in connection with such use or for any loss or damage to personal property. Persons using the pool agree not to hold the Association liable for any actions of whatever nature occurring within the pool and cabana areas.

Wheelchairs, strollers, and children's swimming aids are permitted.

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Everyone must shower before entering the pool. Excess suntan oil, lotion, tar and sand must be removed from body before entering the pool. The poolside shower may not be used to take showers with soap.

Chairs and lounges must be completely covered when in use with a towel, blanket, or sheet etc. Pool furniture cannot be reserved or removed from the pool area. All belongings should be removed when leaving the pool area. All refuse must be placed in containers provide for this purpose. We should keep our pool area clean at all times.

Per State of Florida code: NO FOOD OR BREAKABLE OBJECTS ARE ALLOWED IN THE POOL OR POOL AREA. NO INTOXICANTS ARE PERMITTED. NON-ALCOHOLIC BEVERAGES MUST BE IN PLASTIC CONTAINERS BUT NOT WITHIN FOUR (4) FEET FROM THE EDGE OF THE POOL. Any Association functions must have prior approval by the Board of Directors.

Children in diapers or under two (2) years of age are **NOT PERMITTED** in the swimming pool or at the pool edge. Children who are not toilet trained are not allowed in the pool. Persons having colds, coughs, inflamed eyes, infections, open sores, wearing bandages, skin lesions shall not use the pool.

**THERE IS NO NUDE SWIMMING ALLOWED AT ANY TIME (THIS INCLUDES CHILDREN OF ANY AGE).** Only conventional swimwear may be worn in the pool.

No pets are allowed in the pool area with the exception of service animals.

Pool users cannot indulge in games, running or horseplay. No pushing, dunking, profane language, diving or jumping in the pool will be permitted.

No resident shall in any manner operate, modify, alter, or make change to the pool equipment.

The Association may eject any person from the pool or the pool area for objectionable behavior, improper dress, and willfully violating these rules.

### **ARTICLE XIV: APPEARANCE OF UNITS**

Most residents of the community take pride in living here. If your property is dirty or not maintained otherwise, it affects your neighbors. Those residents that do not maintain the appearance of their homes will be subject to fines.

The front of your unit should be free of any objects other than a bench, chair or landscaping accouterments. The back of your unit should be similarly clear of objects. However, garbage cans, barbecue grills and chairs or benches are permitted. Please keep in mind that objects in front or back of your unit are an insurance hazard.

#### Hurricane Shutters

Hurricane shutters are only permitted during hurricane season, which runs from June 1 to November 30 of each year. Of course, should a hurricane watch or warning be issued before or after these dates, residents may put up shutters at these times.

The City of Margate Code of Ordinances states that shutters (temporary and permanent) must be removed/opened no later than 10 days after a hurricane watch or warning has been lifted, unless another watch or warning is imminent.

Permanent accordion or roll-up shutters cannot be left in a closed position other than as specified above without the written consent of the City Manager. A copy of the consent must be filed with the Association.

During hurricane season, in a room with two windows, one window may be covered by shutters at any time. All rooms

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in a home must have a means of egress for the fire department at all times other than during the times outlined above, meaning one window must remain open.

Violations of the above policy may be brought to the attention of the City of Margate Code Enforcement division.

### **ARTICLE XV: STORAGE**

No flammable, combustible or explosive fluids, chemicals, or substances shall be kept in any unit, its adjacent yard area or on the Common Elements except for propane tanks and those substances used for normal household use. Barbecuing shall not be permitted on patios. All barbecuing must be done at the minimum of ten (10) feet from the buildings.

### **ARTICLE XVI: OBSTRUCTIONS**

*Article 10.09 of the Declaration provides general guidance to owners regarding obstructions. The following rules and regulations shall provide further clarification regarding the Association's policy on obstructions. However, shall there be any conflict between these rules and the Declaration, the Declaration takes precedence. It is the resident's responsibility to be familiar with both these rules and those outlined in the Declaration.*

Sidewalks, driveways, or any part of the common property must not be obstructed in any manner. No workbench or contractor's equipment may be used on any sidewalks without the approval of the Association. No vehicle shall be parked obstructing any part of any sidewalk.

### **ARTICLE XVII: SIGNS**

*Article 10.08 of the Declaration provides general guidance to owners regarding signs. The following rules and regulations shall provide further clarification regarding the Association's policy on signs. However, shall there be any conflict between these rules and the Declaration, the Declaration takes precedence. It is the resident's responsibility to be familiar with both these rules and those outlined in the Declaration.*

No signs of any type may be exhibited, inscribed, painted or affixed to, in or upon any part of the Property without the written consent of the Association. No signs of any type shall be attached to or be visible from, the outside of any vehicle parked on the property. This includes but is not limited to, magnetic signs, metal signs, plastic signs, paper signs, and signs painted on a vehicle.

For sale or for rent signs: No "for rent" sign shall be displayed anywhere in the community at any time. No "for sale" sign may be displayed anywhere in the community at any time with the following exception: If you are holding an open house, you must request permission from the Association to display any sign during the open house. Signs erected or displayed without Association approval will be removed at the owner's expense.

### **ARTICLE XVIII: DESTRUCTION OR ALTERATION OF PROPERTY**

*Article 14 et seq. of the Declaration provides general guidance to owners regarding the architectural standards of the Association. Article 6.06 of the Declaration provides general guidance to owners regarding the ability of the Association to assess any member for damage caused to Association property. The following rules and regulations shall provide further clarification regarding the Association's policy on destruction or alteration of any property on the property of the Association. However, shall there be any conflict between these rules and the Declaration, the Declaration takes precedence. It is the resident's responsibility to be familiar with both these rules and those outlined in the Declaration.*

Changes to the appearance of any lot: The rule of thumb is: if someone on the outside of the unit can see any change

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you made to the appearance of the unit or the surrounding area, you must receive prior approval from the ARC before making any change(s). Generally, if the changes you are considering do not conform to the general appearance of the community, they will not be approved.

All units may only be painted colors approved by the ARC. You may not paint any part of your unit without first attaining approval of the ARC. Doing so could subject you to fine or legal action.

The ARC must first approve all contemplated changes to the unit or surrounding area. The requisite form is on the Association's website or is available at the office of the Agent of the Association.

The marking, marring, damaging, destroying or defacing of any part of the buildings, recreational facilities, parking and common areas will not be tolerated. The cost of repairing such items will be assessed against the owner or resident responsible.

### **ARTICLE XIX: NOISE/NUISANCES**

*Article 10.06 of the Declaration provides general guidance to owners regarding nuisances. The following rules and regulations shall provide further clarification regarding the Association's policy on nuisances. However, shall there be any conflict between these rules and the Declaration, the Declaration takes precedence. It is the resident's responsibility to be familiar with both these rules and those outlined in the Declaration.*

To avoid creating a nuisance within the community, stereos, musical instruments, radios and T.V. sets shall be played at a volume that the sound from these device(s) is contained within said unit.

Any ultra-hazardous activity permitted or undertaken by any resident within any portion of the property shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Association.

Loud noises (i.e. stereo systems, talking loudly) emanating from any unit after 10 P.M. or before 9:00 A.M. on any day are not allowed. Margate police will be called and a fine may be issued. Residents may have parties in their homes, but must keep in mind that your neighbors may be sleeping or disturbed by loud noises late at night or in the early morning. Please respect your neighbors, as we're sure that you would appreciate that they respect your rights.

### **ARTICLE XX: SOLICITATIONS**

There shall be no solicitation by any person anywhere on Association property for any cause, charity or purpose whatsoever, except specifically authorized by the Association.