

Rules and Regulations Murano Homeowners Association

(Reference Declaration section)

1. **Maintenance of lots and dwelling unit (4.1)**
 - a. Each owner shall maintain, repair and replace at their own expense all improvements on the owner's lot including, lighting, fences and screening, sprinkler systems, sidewalks, mailboxes and landscaping, utility lines, ducts, conduits, pipes, wires, utility fixtures and appurtenances with service only the owner's lot.
 - b. Each owner shall maintain, repair, irrigate, cultivate and, upon death, removal or destruction of any tree planted by the Developer in the Owner's lot, replace the same.
 - c. Each owner shall be responsible for the care and maintenance of all portions of the lots, including without limitations, any portion subject to the lake maintenance easement.

2. **Alterations and improvements (5.2)**
 - a. No construction or remodeling of dwelling unit or alterations shall be permitted to be made (other than within the unit), without the written approval of the Directors.
 - b. No structure of any kind, including without limitations, additions, improvements, modifications, exterior painting, landscaping, replacement of exterior doors or windows, mailboxes, pools, fence, walls, pavement, patios, terraces, gazebos, sheds, huts, screening or screened enclosures, tree forts, playhouses or garages, shall be erected or altered, unless first approved by the Directors.
 - c. Any request for approval by the Director of any improvement shall be in writing including a \$50.00 for review. Plans and specifications or other details as the Association may deem reasonably necessary in connection with its determination as to whether or not it will approve same.
 - d. The plans and specifications shall show the nature, kind, shape height, materials, color and location of all proposed improvements and certify that such are in compliance with applicable county regulations and ordinances.

3. **Residential purposes (5.3)**
 - a. Lots shall be used for residential purposes only. No commercial or business occupations may be carried on any lot except for the construction development and sale or rental of dwelling units by the Developer.
 - b. An owner may conduct business from a dwelling unit to the extent such business may be conducted solely by means of regular US mail or electronic communications (telephone, facsimile, internet e-mail, and similar means) and does not involve the presence of other person (costumers, contractors, frequent parcel delivery), provided that such business is in compliance with all governmental requirements.

4. **Single family units(5.4)**
 - a. Each unit shall be occupied by no more than one family. The term "family" means:
 - i. A group of persons related to each other by blood, adoption or marriage, together with any minor children entrusted to the care of any such persons
 - ii. A group of two persons not related by marriage, who maintain a common household, together with persons related to them by blood, adoption or

Rules and Regulations Murano Homeowners Association

- marriage together with any minor children entrusted to the care of any such persons.
- iii. A family shall also include any person residing in a dwelling unit who is performing child care, nursing, housekeeping or other domestic services for the owner or any member of the family.
 - iv. In no event shall the total number of persons residing in a dwelling unit exceed eight persons.
5. **Garage(5.5.2)**
- a. No carports shall be permitted.
 - b. Garage doors shall be kept closed at all times except when vehicles or persons enter or leave the garage.
 - c. No garage shall be permanently enclosed, converted or otherwise remodeled to allow for occupancy thereof.
6. **Parking(5.5.4)**
- a. Vehicles shall be parked only in the driveways serving the dwelling unit.
 - b. No vehicles shall be parked on any roadway, swale, sidewalks or any other unpaved portion of the property, including unpaved portions of any lot.
 - c. No owner shall conduct or permit to be conducted repairs(except in an emergency) or restorations of any motor vehicle or other vehicle upon any portion of the property. Board will allow routine maintenance for no more than 48 hours per occurrence.
7. **Prohibited Vehicles(5.5.5)**
- a. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, any trucks, including pick-up trucks with more than 3/4 ton capacity, tractors, mobile homes, recreational vehicles (not including sport-utility vehicles commonly used as private vehicles), campers, camper trailers, boats and any watercraft, and any trailers for boats, watercraft or any vehicles shall not be parked anywhere on the Property, unless parked in an enclosed garage or in a portion of the Lot completely enclosed by a perimeter fence approved by the Directors.
 - b. Unless located with an enclosed garage, stored vehicles, vehicles which are obviously inoperable, and vehicles that do not have a current operating license or tag shall not be permitted on the Property.
 - c. Police cars shall not be considered commercial vehicle.
8. **Antennas and Aerials(5.5.9)**
- a. Except as approved by the Directors, no antennas or aerials shall be placed upon the Property, unless completely inside a Dwelling Unit. Satellite reception dishes with a diameter in excess of Eighteen (18") inches shall be permitted only if completely enclosed by a fence of landscaping meeting the requirements of the Directors. Dishes may not be placed on the front of the property. No more than one satellite dish may be placed at a time.
9. **Signs, Flags and Banners (5.5.10)**
- a. "For sale" or "For rent" signs shall be subject to requirements set by the Directors as to number, size, letterings and location.
 - b. No other sign, advertisement or notice shall be permitted on the Property unless specifically permitted by the prior written consent of the Directors.
10. **Maintenance of Premises (5.5.11)**

Rules and Regulations Murano Homeowners Association

- a. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any portion of the Property
- b. No refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said Property shall be permitted to grow in excess of four inches.
- c. Trees must be kept trimmed to avoid hanging branches less than 6ft over sidewalk.

11. Animals and Pets (5.5.12)

- a. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property.
- b. Dogs, cats or other usual and common domesticated household pets not to exceed a total of three (3) may be permitted on a lot.
- c. Pets in which the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owner of other Lots or the owner of any portion of the Property, shall be removed upon request of the Board.
- d. Pets shall at all times whenever they are outside a Dwelling Unit be carried or confined on a leash held by a responsible person.
- e. No Owner shall be permitted to maintain on their Lot a pit bull terrier, pit bull terrier mix, or any other dog of mean or violent temperament or which otherwise evidences such temperament.
- f. Each owner shall promptly remove and dispose of waste matter deposited by their pet.

12. Fences (5.5.13)

- a. All fences are subject to the approval of the Directors.
- b. No fencing shall be permitted on the front yard portion of any Lot
- c. Fences are limited to chain link fences painted or colored green or black with such fence having a plant hedge abutting the interior of the fence, or fences made of white extruded aluminum
- d. Owners may install plants along fences as long it is not on common area.

13. Firearms (5.5.14)

- a. The discharge of firearms within the Property is prohibited. The term "firearms" include "B-B" guns, pellet guns and other firearms of all types and sizes.

14. Portable Buildings: Clothes Lines and Outside Clothes Dryer (5.8)

- a. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any portion of the Property for storage or otherwise, without the prior written consent of the Association.
- b. No clothesline or clothes pole shall be erected, and no outside clothes-drying is permitted except where such activity is advised or mandated by governmental authorities for energy conservation purposes.
- c. Only portable outdoor clothes-drying facilities approved by the Association are permitted, and same shall be removed or not in use.
- d. No swimming or motor boating will be allowed in such lake or canal unless and excepts as expressly permitted pursuant to any such rules, regulations and restrictions adopted by the Directors.

Rules and Regulations Murano Homeowners Association

- e. The personal property of any Owner shall not be kept outside the Dwelling Unit or fenced or walled in yard without the prior written consent of the Association.
 - f. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the Association.
15. Mailboxes (5.9)
- a. No mailbox, paper box, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without prior written approval of Directors as to style and location.
16. Late Charges and Collection of Assessments by Association (8.3)
- a. If any owner shall fail to pay any Assessment or installment thereof charged to such Owner within 30 days after the same becomes due, then a late charge of \$25.00, accruing as of the due date may be levied by the Board for each month the Assessment is unpaid.
17. Leasing Of Lots (12)
- a. For the first year after acquisition of a Lot, an Owner may not lease or rent the Lot or the Dwelling Unit.
 - b. Leases shall be approved or disapproved by the Association.
 - c. Lease together with leasing application and fee of \$150.00 shall be provided prior to the occupancy by the lessee.
 - d. No leases shall be less than one year.
18. Enforcement (17.4)
- a. In the event of a violation by any Owner of any of the provisions of this Declaration, or of the Articles or Bylaws, the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written Notice, or is not capable of being cured within such seven (7) day period, if the Owner fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the Association, the Association may, as its
 - i. option Impose a fine
 - ii. Commence an action to enforce the performance on the part of the Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief and/or
 - iii. Commence an action to recover damages, and/or
 - iv. Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration.
 - b. All expenses incurred by the Association in connection with the enforcement of this Declaration action against Owner, including reasonable attorneys fees whether or not incurred in legal proceedings, shall be assessed against the applicable Owner, and shall be due upon written demand by the Association.
 - c. The amount of any fine shall be determined by the Directors, and shall not exceed 1/3 of one months' Assessments per Dwelling Unit for the first offense, 2/3 of one months

Rules and Regulations Murano Homeowners Association

Assessments per Unit for a second similar offense, and one months' Assessment per Dwelling Unit for a third or subsequent similar offense.

*** SPEED LIMIT THROUGHOUT THE COMMUNITY IS 15 MILES!!!!!!
: CALL THE POLICE AND CONTACT MANAGEMENT.....
VIOLATORS WILL BE FINED.....**

GOLF CART POLICY

The Board of Directors of the Murano Homeowners Association (the Association"), pursuant to its rule-making authority hereby plans to adopt this Golf Cart Policy, to be effective on September 1, 2018. This Policy shall be part of the Association's rules and regulations. In the event of a conflict between the terms of this Policy and the terms of other Association rules and regulations, the terms of this Policy shall apply.

POLICY STATEMENT:

In an effort to allow the use of golf carts within Murano while attempting to promote safety within the community, the following policy will be established for all Owners who operate golf carts within the Association's community. While the Association does not advocate or endorse the operation of golf carts on its streets, it will, however, permit the use of golf carts on the private streets owned by the Association in accordance with this Policy. Compliance with this policy does not guarantee compliance with local, state or federal law and Owners are advised to investigate all other applicable laws or regulations. In order to assist in providing safety for everyone in the neighborhood the following registration requirements and rules have been established. Anyone operating a golf cart must be observant of, and attentive to, the safety of themselves and others including their passengers, other motorists, bicyclists, and pedestrians. Everyone who operates or rides in golf carts on the streets within Murano does so at their own risk. The neighborhood assumes no liability for permitting carts to be operated on the streets.

REGISTRATION:

1. A registration form and a release of liability and indemnification agreement (the "Registration Form") must be completed by each Owner who intends to use a golf cart on the private streets within the Association's community. A clear, color picture of the golf cart must accompany the registration form. Only Owners of record of property within the Association's community shall be entitled to register a golf cart in accordance with this Policy.
2. Upon receipt of the completed Registration Form and compliance with the requirements of this Policy, each registered cart will be issued a registration sticker to be displayed on the driver's side of the cart at all times.
3. A one-time \$ 5.00 registration fee must be paid by the Owner to cover sticker costs and any ongoing registration and administrative costs.
4. At the time of registration, the Owner must provide a certificate of insurance establishing that the operation of the golf cart is covered by a liability insurance policy with a combined single limit of at least \$100,000 per occurrence for bodily personal injury, including death and property damage coverage. The Association shall be named as an additional insured on any policy. The policy shall provide that the Association shall be given at least thirty (30) days' notice prior to the non-renewal, lapse, cancellation, or termination of the policy. Additionally, by completing the Registration Form, the Owner covenants and agrees to maintain this coverage as long as the golf cart is operated in Murano.
5. Registration and inspection will be handled by the Association's Managing Agent.
6. The registered Owner shall be responsible for all loss, damage, injury, claims or other liability resulting from the use of the golf cart within the Association's community, regardless of who may be operating the golf cart at the time the damage, loss or injury occurs

RULES:

1. Existing Golf Carts must be registered within 30 days of the date of this Policy. If there is a conflict a later date may be arranged with the Association's Managing Agent. All other carts must be registered within 10 days of obtaining the cart.
2. Drivers must be at least 14 years of age per the State of Florida.
3. Golf carts will adhere to the same driving and parking rules and laws as automobiles.
4. Driving or parking on sidewalks or grassy areas is prohibited.
5. Golf carts may only be driven between dawn and dusk unless equipped with headlights and brake lights in operating condition.
6. Drivers must pull over and yield to passing vehicles.
7. The speed limit for golf carts within the boundaries of Murano is not to exceed 15 mph.
8. No open containers or drinking while under the influence of alcohol or drugs.
9. All passengers must be properly seated while cart is in motion and may not be transported in a negligent manner or in a manner inconsistent with the cart manufacturer's recommendations. The number of passengers shall not exceed the seating capacity of the cart, including the driver.
10. Decals must be placed on rear panel driver side corner under tail light so it is visible.