

**BRITANNIA ESTATES HOMEOWNERS ASSOCIATION**  
**RULES & REGULATIONS AND ARCHITECTURAL STANDARDS**  
(Amended by BEHA Board on November 16, 2006)

**GENERAL OVERVIEW**

This document is revised and approved by the Board of Directors on November 16, 2006. The Board of Directors may amend these Rules and Regulations from time to time, as authorized by the Britannia Estates Homeowners Association (here forth referred to as either "BEHA" or "Association") governing documents.

Under the Association Declaration of Covenants, Conditions and Restrictions and Bylaws, the Board has the authority and responsibility to enact Rules and Regulations for the purpose of preserving the visual appearance of the community and furthering health, safety and peaceful co-existence among neighbors. Support for these provisions already exists, in a general sense, in the Association Declaration of Covenants, Conditions and Restrictions recorded August 30, 1988, or the Association By-Laws recorded August 30, 1988 which pre-date most of the community's physical existence. The Association documents are recorded at Off. Rec. 13804 page 2317 - 2359 Public Records of Miami-Dade County. These updated and amended Rules and Regulations and Architectural Standards will also be recorded in November or December 2006 in the Miami-Dade County Public Records.

Planned communities are, by their nature, structured with rules and regulations intended for the best interests of all residents. It should be understood when moving into a planned community that rules and regulations exist for the common good and must be honored. Included are some examples to emphasize this.

Homeowners are expected to maintain their properties in compliance with the BEHA rules and regulations set by the Board in furthering the aesthetic beauty of Britannia and maintaining or enhancing property values for us all. [See "Declaration..." Art. VII, Sec. 2]. Homeowners accept these covenants and restrictions as a condition of ownership in Britannia. [See "Declaration..." Art. XVIII, Sec 3]. Homeowners shall not do anything on or in a Unit which may be or may become an annoyance to the Association or any other homeowner or resident of Britannia. [See "Declaration..." Art. XIII, Sec. 1]

In summary, homeowners by virtue of purchasing a home in Britannia, agree to abide by and follow all of the BEHA Rules and Regulations and governing documents requirements. Failure of a homeowner to do so subjects them to fines, and may lead to legal actions and costs associated with them.

BEHA individual members, the BEHA contracted Management Company, security vendor, and/or any other vendor the Board of Directors may subcontract with, to assist in providing periodic inspections of the community to ensure compliance with these Rules and Regulations.

The Board of Directors of Britannia ("BEHA Board") meets regularly on the third Thursday of the month, normally at the Ruth Kruse Community School at 11001 SW 76 Street, Miami, Florida, or at a location that the BEHA Board is able to secure that is in an accessible and safe environment for the association members, pursuant to the BEHA Board's sole discretion. The meeting notice and location is posted each month 48 hours before the meeting next to the stop sign at the entrance of the community.

For the purpose of these Rules and Regulations document, the term "community" may be used to describe the premises of Britannia or the BEHA common area property.



## **RULES AND REGULATIONS**

### **EXTERIOR PAINT, FENCE, & ROOF**

1. On June 28, 2000, the Board approved a "Resolution as to Paint Colors" addressing approved colors and maintenance issues. The Resolution (recorded in the public records of Miami-Dade County August 2, 2000 Off Rec. 19223 page 3705 - 3717) accompanies this Rules and Regulations and Architectural Standards document and is incorporated within this document without having to be fully re-stated in the context of this document.
2. Re-painting: Owners will be required to re-paint their homes or a section of same in the event of peeling of exterior walls or trim, streaking or staining of the exterior finish or fading of the color.
3. Owners must obtain Board approval when changing the house's color. Britannia colors are painted on the wall of the pool cabana facing the "tot lot"/playground area and can be obtained at a Sherwin Williams paint store. A store near to Britannia is located at Sunset Drive (SW 72 Street) and 108<sup>th</sup> Avenue.
4. Houses adjacent to each other may not be painted the same color. Homeowners who disregard this policy will be fined and may be referred to the association's attorney for corrective action.
5. The community was built with white roofs. Roofs must be kept white and free of mildew and dirt. The minimum standard "white" is identical to the color on file at Sherwin Williams and Guarantee Management for exterior walls in Britannia. Roofs may be whiter than this minimum standard, but NOT tending toward grays, blacks or other colors. Roof tiles must be flat and of ceramic or concrete material. Homeowners should seek Board approval if replacement tiles may appear to differ from their existing roof tiles or risk corrective action.
6. All exterior fences must be painted white. Owners will be required to repaint their fence, if it is peeling, looking dirty or has been the target of graffiti.
7. All exterior doors/garage doors must be painted white, with the same color standard detailed in Rule #5.

### **LANDSCAPING**

8. Definition of a tree. A tall woody plant at least ten (10) feet tall characterized by a single trunk (in most instances) with branches and green leaves rising at an appreciable distance from the ground and having enough leaf growth to create shade for the average adult at noon-time sitting at the base of the tree. This definition does not include the condition of the tree prior to trimming. Nor does it include a potential condition. It is the condition of the tree immediately after trimming. Tall stumps are NOT trees. Tall stumps with some leafy growth on them are NOT trees. The MINIMUM standard is that, were a photograph to be taken of the tree immediately after trimming, the leafy area would constitute 50% of the overall surface area of the tree in the photograph. This standard does not apply to new trees during the first year after planting. It does thereafter. This standard does not apply to vegetation in the common areas.
9. Homeowners are responsible for maintaining the landscaping/trees on their property, in accordance with all applicable county ordinances. The lawn service provided only maintains the lawn in front yards and all common areas in order to maintain uniformity of appearance. The Association is responsible for only the landscaping (trees and sod) in the common areas.



10. No trees or grass planted by the developer or the Association may be removed without Board approval. This includes common ground areas and homeowner's front and side yards. The homeowner is subject to a fine and the cost of replacing the tree with one of equal size.
11. The grass in front of a unit, the trees by the house, the shrubs and gardens the owner has planted are the responsibility of the unit owner. The homeowner may trim the tree(s) (keeping in mind the definition of a tree in rule #8), fertilize the grass or re-sod the area and/or treat the grass for pests at the unit owner's expense.
12. Tree and plant trimmings from a homeowner's front, side or backyard are to be disposed of by the homeowner either by reducing the cuttings to fit into a garbage can or trash bag for removal by the bi-weekly garbage pick-up OR by calling any landscaping service for prompt removal. Calling the county solid waste department for pick-up is inadequate, due to the time delay by the county in responding to the request. Relocating the trimmings to community common areas is forbidden, does not constitute proper disposal and may subject the homeowner to fines and other sanctions for diminishing the visual appearance of Britannia. **NOTE:** If canned or bagged, the bi-weekly garbage pick-up will very likely take it.

#### **AUTHORIZED ENTRANCE & PARKING**

13. All homeowner vehicles, including those of tenants residing in Britannia as renters or residents, must have a BEHA community DECAL on the vehicle, located on the driver's side of the vehicle windshield. The decal assists BEHA security in identifying vehicles that belong in the community. **NO EXCEPTIONS WILL BE MADE.** Full enforcement of the parking decal system shall begin on December 1, 2006, whereby vehicles without decals may be denied entry into the community by BEHA security. Homeowners are responsible for attaining a decal for each of their vehicles when they purchase a home in Britannia or during the homeowner vehicle decal registration process in 2006. All homeowners must register their vehicles (up to three) with BEHA security guards. The registration forms must be completely filled in, where they will be filed with the BEHA Management Company. Homeowners will be required to list frequent guests that visit Britannia. This is important because BEHA security will only allow non-decaled vehicles to enter and receive a guest permit/document if the visitor's name is listed on the form as a homeowner's frequent guest, or if a homeowner answers the BEHA security guard's phone call and authorizes entry.
14. Homes are only authorized for three (3) registered vehicles to receive parking decals. However, homeowners that require more than three (3) decals may make a special request to Guarantee Management for BEHA Board approval on a case-by-case basis. The first three decals issued to an individual BEHA unit are free of cost to the homeowner/tenant, but the expense for each additional decal authorized by the Board must be paid for by the homeowner or tenant. If a car is sold, either notify Blue Knight that the prior decal is to be voided or remove the decal prior to delivering the car to the buyer and record the updated new vehicle information associated with the decal with the BEHA security vendor.
15. Guest Parking Spaces - BEHA guest parking spaces are common area property. Vehicles that have the required community DECAL may park for no more than forty-eight (48) consecutive hours in BEHA guest parking spaces. For vehicles that park in violation of this rule, BEHA security shall place a sticker on the window or windshield advising of the violation. If the car remains in violation of this rule, or if a vehicle is a repeat violator of this rule, the car may be towed at the owner's expense.
16. NO vehicle may block or impede a homeowner's driveway, parking space, front door, or in any way impede the access to and from a homeowner's driveway. No vehicle may park on BEHA common area in



front of or adjacent to a homeowner's property without the express prior consent or authorization of the homeowner whose property is affected. Violators of this rule may be towed at the owner's expense.

17. Streets and Roadways – Streets in the community are BEHA common area property. Vehicles that have the required community DECAL may park for up to twelve (12) hours on the street, as long as the vehicle is NOT in violation of rule #15, and subject to request by BEHA security for relocation of the vehicle for any reason deemed necessary by BEHA security, law enforcement personnel, or other public service first responders.

18. A vehicle without a DECAL that is authorized to enter the community as "guest" shall receive a guest permit/document from BEHA security upon entering Britannia.

19. After 12:00 AM (midnight), any vehicle parked in BEHA common area property that does not have a DECAL may be towed at the owner's expense. This shall occur regardless of whether or not a vehicle contains a guest permit/document or not.

20. Commercial Vehicles may not be parked overnight in the community without the prior approval of the BEHA Board of Directors. Commercial Vehicles may be parked on the property during the day in connection with activities permitted under the Declaration of Covenants, Conditions and Restrictions for Britannia (e.g. lawn maintenance, utility workers, or other service personnel), or for temporary periods when lawful and permitted work is being conducted on the property (e.g. deliveries or repairs to a Unit). The following definition applies for the purposes of this section: "Commercial Vehicles" means vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial marking, signs, displays, equipment, tools, inventory, apparatus or otherwise indicates a commercial use, including any vehicle having more than two axles or more than four wheels or both. Exceptions to this rule and definition are law enforcement vehicles and fire department officers' vehicles.

Noncommercial vehicles which comply with the definitions established in this Rule may be parked on a Unit Owner's property, and the BEHA Board hereby gives its written approval for any homeowner or legal resident to park a complying noncommercial four wheel vehicle on the homeowner's or resident's property. "Noncommercial Vehicles" are defined as four wheel (a) passenger automobiles, (b) vans, (c) Sports Utility Vehicles and (d) pick up trucks. The following definitions apply for the purposes of this section: "Vans and sport utility vehicles" means vehicles which are used solely as a passenger vehicle and not as a "commercial vehicle," as that term is defined elsewhere in this section. This rule is intended to specifically permit the parking of a passenger and like windowed vans such as Dodge Ram 1500, Plymouth Voyager, Chevrolet Astro, Ford Aerostar and all other vehicles of similar design and which are within 5% of the height, width and length of such vehicles. "Pick up trucks" means vehicles with an enclosed cab area, an attached bed, and not as a "commercial vehicle," as that term is defined elsewhere in this section. This rule is intended to specifically permit the parking of a pick up trucks such as Dodge Ram 2500, Chevrolet Silverado, Ford F-150 and all other vehicles of similar design (with a maximum of four wheels) and which are within 5% of the height, width and length of such vehicles. The term "sport utility vehicles" is specifically intended to include such vehicles as Ford Explorer, Jeep Grand Cherokee, Dodge Durango, Toyota Land Cruiser, Hummer H1 and H2, and all other vehicles of similar design and which are within 5% of the height, width and length of such vehicles, and which are not used for commercial purposes. Vans, trucks and other sport utility vehicles which are not contemplated by this section are prohibited.

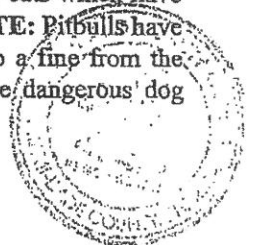
#### GENERAL PROVISIONS





BEHA Rules, Regulations & Architectural Standards, amended November 16, 2006

21. **Moving In or Out** cannot be done using an 18-wheel truck in the community. Britannia cannot accommodate a vehicle this size. One such vehicle damaged the entrance attempting to navigate the curved roadway. An option is to have the large truck remain outside the community on SW 112 Avenue in a "staging area" and use a smaller truck to relay contents to and from the house.
22. **Sale of homes** in Britannia need to be cleared through the BEHA management company for confirmation of maintenance or assessment fees, or fines paid or outstanding. The standard for management companies completing tasks for a closing is thirty (30) days. Accordingly, please involve the BEHA management company early in your sales process to avoid delays at the time of closing. In addition, take special note of rule #47 relating to leasing of homes in Britannia.
23. **Garbage cans/recycling bins** are to be placed outside at the end of each home's driveway the night before, or the morning of, the garbage pickup by Miami-Dade County Waste Division. The garbage cans are to be removed from view as soon after the pickup as possible and are to be stored behind the fence or in a location that is not visible from the street. Homeowners who disregard or violate this rule may have their cans/bins removed by BEHA security. Replacement costs as a result of this are the responsibility of the homeowner.
24. **Signs** of any kind in windows of units or adhered to the unit itself are NOT permitted. No signs of any kind are allowed in common areas. "For Sale" signs are permitted in front yards, but are not to exceed 8" x 10" in size. Any signs placed in common areas or exceeding the size limit will be removed.
25. **Basketball hoops** (both permanent and removable) must be placed within the homeowner's property line in such a manner that all play activity takes place within the homeowner's property and NOT in common areas. Those installed or used that involve BEHA common areas are in violation and may be removed by the BEHA at the owner's loss or expense.
26. **Operation of go-carts, mo-peds, motorized scooters, etc.** are NOT permitted in the community. Homeowners or their guests or residents found in violation of this rule may receive a fine. The exceptions to this rule are electronically powered golf carts operated by an adult with a valid drivers' license.
27. **Boats** must be kept inside garages or backyards in such a manner that cannot be visible from the front of the house or a neighbor's yard. Britannia has no storage facilities for boats.
28. **Trailers** are NOT permitted in Britannia. Homeowners or their guests or residents found in violation of this rule may receive a fine.
29. **Speed limits and stop signs** must be obeyed. Speed limits are posted and stop signs in place. There are many children in the community and everyone needs to exercise caution. Consistent violators in both these areas may be fined.
30. **Garage sales** are NOT permitted in Britannia. Homeowners or their guests or residents found in violation of this rule may receive a fine.
31. **Dogs and Cats** – Dogs and other pets are not allowed outside unleashed on BEHA common area property. Homeowners or their guests or residents found in violation of this rule may receive a fine. Please do not feed stray cats or dogs in the community. Please consider spaying or neutering any cats which have access to the outdoors so as to avoid overpopulation and homeless animals. **PLEASE NOTE:** Pitbulls have been illegal in Miami-Dade County since July of 1989. Anyone having one is subject to a fine from the county plus court action to remove the dog. To report a suspected pit bull, contact the dangerous dog



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inspector at the county's Animal Care and Control Division (305-884-1101, ext. 223). Acts of cruelty toward any animals (including lack of food, water or shelter) should be reported to Animal Care and Control (305-884-1101, ext 240). Abandoned dogs and dogs running loose should be reported to Animal Care and Control dispatcher (305-884-1101, ext 236).

32. Parties at the pool area are prohibited. Please also refer to the "Pool, Tennis Court, & Playground Rules" section near the end of this document.

33. Noise which has the potential to disturb neighbors is to be avoided between the hours of 11:00 p.m. and 7:00 a.m. under a county ordinance. In Britannia, the quiet hours are 11:00 p.m. to 8:00 a.m. Examples of "noise" may include, but not be limited to, loud talk, loud music, construction work, pressure-cleaning, car wash, grass-cutting or other lawn maintenance.

34. Guests' behavior will reflect upon the homeowner. Homeowners are responsible for the behavior of their guests while the guests are within the community. Homeowner or resident guest(s) found in violation of BEHA rules may subject a homeowner or resident to receipt of a fine.

35. Owners' complaints about anything in the community should be in writing to the management company (Guarantee Management). If the management company cannot solve the problem(s), it will bring them to the BEHA Board's attention. Neither the BEHA Board, nor the management company, will mediate between homeowner disputes. If a complaint falls within the scope of the function of the management company or the BEHA Board, every effort will be made by the management company or the Board to solve it. Complaints of a personal nature between owners or residents can be resolved by the parties resorting to professional mediators listed in the Greater Miami phone book and/or yellow pages.

36. Remedial action taken by the BEHA Board to correct rule violation or other problem caused by a homeowner or his/her guest(s) - be it landscaping issues, paint issues, repairs, or any other matter, may be charged back to the responsible homeowner's account. Otherwise, remedies for violations include fines, suspension of rights to use the pool, tennis court, or playground, and other various legal actions as warranted.

## ARCHITECTURAL STANDARDS

37. Any additions, patios, porches, etc. require architectural committee or BEHA Board approval and must meet all Miami-Miami-Dade County specifications and permits. Any such work completed without prior approval or proper permits will be reported to building and zoning. Aluminum roofs are not permitted. Some aluminum roofs pre-date this regulation and are exempt, pending BEHA Board review and decision.

38. Iron security bars are not permitted on the exterior front of homes. They may be installed on the sides and rear of units and must be white in color. Prior approval of the Board is required. [Some homes have iron security bars on the exterior, which pre-date this regulation and are exempt.]

39. Hurricane shutters are permitted, but all permanent hardware must be white in color. Prior approval of the Board is required. Hurricane shutters may only be left on the unit up to forty-eight (48) hours before and up to forty-eight (48) hours after a "hurricane watch" is officially in effect for the area Britannia is located in.

40. No fountains, memorials, statues, etc. of any kind are permitted in the front yards or areas.



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41. Satellite dishes should be installed in such a manner to be as least obtrusive and conspicuous as possible. Pursuant to federal law, the BEHA Board has the authority to dictate the size of satellite dishes in the community. Accordingly, authorized satellite dishes are small sized (e.g. the small Direct TV dishes), no larger than twenty-four (24) inches. Satellite dishes are prohibited from being placed in the front area of a home. Homeowners are encouraged to seek BEHA Board approval prior to installing their satellite dishes to ensure compliance with these reasonable regulations, or risk being subjected to a corrective action.
42. Window treatments must be suitable for a community such as Britannia. Newspaper or aluminum foils are NOT approved window treatments. Homeowners are encouraged to seek BEHA Board approval prior to installing window treatments to ensure compliance, or risk being subjected to a corrective action.
43. Installation of artistic concrete or pavers in driveways must be gray and require BEHA Board approval. Britannia grays are painted on the wall of the pool cabana facing the "tot lot"/playground area and can be obtained at a Sherwin Williams paint store. A store near to Britannia is located at Sunset Drive (SW 72 Street) and 108<sup>th</sup> Avenue. Certain homes with artistic concrete or pavers installed prior to September 1, 1995 are exempt from this regulation, as reviewed and determined by the BEHA Board.
44. Dirty or dilapidated awnings must be removed or replaced.
45. Colors for new awnings are to be either hunter green or royal blue as approved by the Board on 01/21/1998. Awnings and colors prior to September 1, 1995 are exempt from this regulation for as long as the awnings are in good condition, as determined by the BEHA Board. At such time as the awnings become dirty or in a state of disrepair, they must be removed or replaced. Replacements shall be either hunter green or royal blue as already described herein.
46. Commercial grade lighting on or about the home is NOT permitted. Owners shall apply for approval of the BEHA Board for any change or addition to the exterior lighting of their units.

**OTHER PROVISIONS**

47. **Leasing/Subleasing of Home:** The Board of Directors recognizes that occupancy by unit owners is preferred as a means of promoting property values. However, there may be circumstances where leasing or sub-leasing of a unit is necessary. Consistent with Article XII, section 1 and section 3 [full text below] of the Britannia Estates Homeowners Association Declaration of Covenants, Conditions & Restrictions recorded August 30, 1988, all Unit Owners must follow the procedure set forth in this rule prior to any lease or sublease of their unit becoming executed and authorized. The Association Management Company will complete background searches on every prospective adult tenant as directed by the Board of Directors. Two (2) weeks prior to the commencement of the lease, the Unit Owner shall pay, via check or money order, to the BEHA Management Company \$100.00 for processing all paperwork related to an individual renting from the Unit Owner, and \$60 for each additional adult residing in the owner's leased unit. The Unit Owner must provide, two (2) weeks prior to the commencement of the lease, to the BEHA Management Company original documentation about all proposed tenants in the subject unit for photocopying and filing by the BEHA Management Company. Specifically, the Unit Owner must produce any two (2) of the following documents identifying the prospective tenant(s): a U.S. passport, valid current driver's license, social security card and any other documentation as the Board of Directors may require or authorize. If leasing to a foreign national as a prospective tenant, the Unit Owner must have and produce either a valid "green card" (permanent residency) or other valid documentation proving legal authorization for the tenant(s) to remain in the United States under applicable federal law. If the foreign national(s) is a student, the Unit Owner must produce a copy of the tenant(s) student registration and proof of payment of tuition for the next pending semester or education term. The Unit Owner, for any tenant that is a foreign national, must also produce a

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written summary to the BEHA Management Company describing the tenant's employment relationship or other legitimate relationship or reason for being in the United States. All visa or green card expiration dates of foreign nationals must be subsequent to the unit's lease expiration date. The Board of Directors, in its discretion, may waive any of these requirements upon good cause shown by the homeowner in a written request for waiver. "Good cause" may include, but not be limited to, responding to U.S. armed services' commitments or employment relocations or disruptions.

The following BEHA Declaration of Covenants, Conditions & Restrictions excerpt (page 12, dated August 30, 1988) is incorporated herein as part of this rule so that all BEHA leasing information and guidelines are readily accessible in one document. Please take special note of "Section 3" below.

**ARTICLE XII****Section 1. NOTICE**

(b) Lease. Any member intending to make a bona fide lease of his Unit or any interest therein, shall give to the Association, notice of such intention in writing, together with the name and address at the intended lessee, the term of the lease, a copy of the lease and such other information concerning the intended lessee as the Association may reasonably require. All such leases shall be in writing and shall be for a term of more than six (6) months. Further, all leases of units shall provide that the lessee shall be subject in all respects to the terms and conditions of this Declaration and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease. The lease shall also state who shall be responsible for payment of assessments which shall be assessed by the Association. The Association may require such other lease provisions as it shall from time to time deem appropriate. Unless expressly provided to the contrary in a lease, a member by leasing his Unit automatically delegates his rights of use and enjoyment of the Common Area to the lessee of the unit and in so doing, the Member relinquishes said rights during the term of the lease.

Section 3. FAILURE TO GIVE NOTICE. If the above required notice to the Association is not given, the Association may deny the unauthorized Owner, lessee or occupant of a Unit the use of the Common Area, and may take such other action at law and equity to divest the unauthorized Owner, lessee or occupant of record title and/or possession of the Lot and the Unit situated thereon.

**POOL, TENNIS COURT, & PLAYGROUND RULES**

The BEHA tennis court, pool facility, and playground are BEHA common area property.

A. No children are allowed in the pool or pool area without a homeowner present at all times. For the purpose of these rules, a child is defined as being under the age of sixteen (16).

B. No guest is allowed in pool, pool area or tennis court area without the homeowner being present at all times.

C. No rollerblading, skating, skate-boarding, or bike-riding in pool or tennis court area.

D. No bikes or bicycles of any kind are permitted inside of tennis court area.

E. Pool hours are: sunrise to sunset. Tennis court hours are from 8:00 AM to sunset.

F. No pets allowed in pool, tennis court, playground or pool parking area.



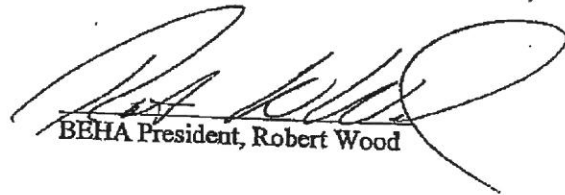
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G. The BEHA Board reserves the right to the prohibit use of these facilities for parties or functions of any kind. Also, please refer to rule #32.

H. Any and all additional rules and regulations posted on the premises of these BEHA facilities must be strictly adhered to and followed by BEHA homeowners, residents, and guests alike. Failure to do so may result in BEHA security prohibiting access to these BEHA common area facilities. Failure to abide by these rules or BEHA security instructions may constitute trespassing by the individual(s) who are in violation of these rules, and subject them to actions by law enforcement.

These BEHA rules and regulations will be enforced for the safety of everyone. Thank you for your cooperation and for helping all of us who live in Britannia be proud of our community.

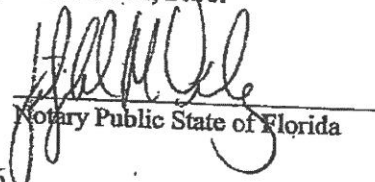
The Board of Directors re-adopted existing provisions and adopted new provisions on November 16, 2006.

  
BEHA President, Robert Wood

State of Florida  
County of Miami-Dade

Before me came Robert Wood, personally known to me, who signed the foregoing Rules, Regulations and Architectural Standards this 21<sup>st</sup> day of November, 2006.

My commission expires:

  
Notary Public State of Florida

Recorded: \_\_\_\_\_, 2006.  
Copy to Guarantee Management: \_\_\_\_\_, 2006.  
Copy to Homeowners: \_\_\_\_\_, 2006.



STATE OF FLORIDA, COUNTY OF DADE  
HEREBY CERTIFY that this is a true copy of the  
original filed in this office on 21<sup>st</sup> day of  
November, A.D. 2006  
WITNESS my hand and Official Seal.  
HARVEY RUVIN, CLERK, of Circuit and County Courts  
by [Signature] D.C.





CFN 2006R1255513  
OR Bk 25127 Pgs 0708 - 7187 (11pg)  
RECORDED 11/27/2006 13:37:17  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by  
and should be returned to:  
Steven A. Fein, Esq.  
FEIN & MELONI  
900 S.W. 40<sup>th</sup> Avenue  
Plantation, Florida 33317

**CERTIFICATE OF AMENDMENT TO THE  
RULES AND REGULATIONS OF THE  
BRITANNIA ESTATES HOMEOWNERS' ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS OF THE BRITANNIA ESTATES HOMEOWNERS' ASSOCIATION, INC. is made this 17<sup>th</sup> day of NOVEMBER, 2006, by the President and Secretary of the BRITANNIA ESTATES HOMEOWNERS' ASSOCIATION, INC. ("Association"), the homeowners' association operating Britannia Estates.

**W I T N E S S E T H:**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of the Britannia Estates Homeowners' Association, Inc. ("the Declaration") has been recorded at Official Records Book 1380, Page 2317, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Section III, Section 2F of the Association's Articles of Incorporation, and Article III, Section 11(g) of the By-Laws provide that the Board of Directors has the power to make and amend reasonable Rules and Regulations for the health, comfort and welfare of the members of the Association and concerning the use of the Property, and ; and

WHEREAS, amendments to the Rules and Regulations are to be certified of record as notice to the current and future owners of the property subject to the Declaration, the Rules and Regulations and the contents of said amendments.

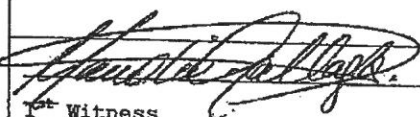
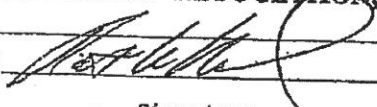
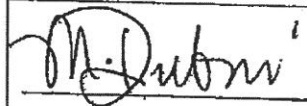
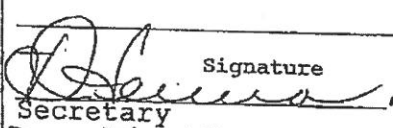
NOW, THEREFORE, the President and Secretary of the Association hereby certify the following:

1. That a meeting of the Association's Board of Directors was properly convened and conducted on November 16, 2006 for the purpose of adopting the amendments to the Rules and Regulations attached hereto and incorporated herein as Exhibit "A". At said meeting of the Association's Board of Directors, the Board unanimously approved and adopted the amendments to the Association's Rules and Regulations set forth on attached Exhibit "A".

2. That the adoption of the amendments appears in the minutes of the Association and is unrevoked.

3. That the amendments to the Rules and Regulations bind the land subject to the Declaration and operate as covenants running with the land.



Witnesses (as to both):		BRITANNIA ESTATES HOMEOWNERS' ASSOCIATION, INC.	
 1 <sup>st</sup> Witness <u>Claudia Gallagher</u> Printed Name		By:  Signature <u>Robert A. Wood</u> President Printed Name	
 2 <sup>nd</sup> Witness <u>Maria Duboue</u> Printed Name		ATTEST:  Signature <u>Doris Herrera</u> Secretary Printed Name	

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS:

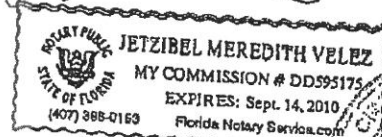
The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November, 2006 by Robert Wood, as President, and Doris Herrera, as Secretary of BRITANNIA ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced Drivers License as identification.

Florida

  
NOTARY PUBLIC, State of

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Britannia Estates Homeowners Association  
Board of Directors  
Resolution as to Paint Colors

The following are the approved colors for all homes in Britannia. This document has been approved by the Board of Directors June 28, 2000 and will be recorded with attachments of the Britannia paint color records on file at the paint store, Sherwin Williams Company 10855 Sunset Drive Miami, FL (telephone: 305-596-2612).

This reflects no major change in existing colors. It is an attempt to achieve consistency and predictability in community color palette. It is also geared toward improving property values and pride of ownership.

Non-pastel colors such as "Mamay" (terra cotta or orange) are not approved colors from this day forward. When these houses are due for re-painting, an approved color must be applied.

All houses, at the time of re-painting, are to be painted with a WHITE primer, then the paint color.

Houses adjacent to each other must be different colors.

**TRIM:** Dark Gray (formula: 1's B1-30, Y3-5; 5's B1-4Y22, Y3-25) This is on white houses only. All other houses have white trim.

**EXTERIOR WALLS:**

- A. Off-White (formula: 1's N1-2; 5's N1-10)
  - B. Dark Gray (formula: 1's B1-30, Y3-5; 5's B1-4Y22, Y3-25)
  - C. Light Gray (formula: 1's B1-10, W1-10; 5's B1-50, W1-50)
  - D. Blue — Named "Polar Blue" SW 1220
  - E. White Mountain Blue — Named "White Mountain" SW 1221
- \*\*CAVEAT:** This color, being so close to white, will tend to fade quicker. Homeowners who have this color are urged to choose another color from this list at the time of re-painting. Houses that appear to be white walls with white trim, due to fading colors, will be asked to repaint sooner than they would have been, if the wall color were more vibrant in the beginning.



(Britannia Estates Resolution as to Paint Colors - page 2)

- F. Peach — Named "Perky Peach" SW 1346
- G. Pink — Named "Foxglove Pink" SW 1598
- H. Yellow — Named "Silent Yellow" SW 1661
- I. Ivory — Named "Impressive Ivory" SW 2333
- J. Green — Named "Ocean Breaker" SW 1192

ROOFS:

ALL houses in Britannia were built with white roofs. The whiteness must be maintained by periodic pressure cleaning approximately every 2 or 2 1/2 years, or more frequently, if needed. The average person can discern a dirty roof. One should not have to be reminded to clean one's roof. A poorly-maintained home diminishes property values.

GARAGE DOORS:

Garage doors on ALL houses are intended to be white.

and front TR

Approved by Board of Directors June 28, 2000

T. Reeder  
Signature President

- \* Recorded: Aug. 2, 2000 w/ attachments by J. Hendricks J. Hendricks
- \* Copy to Guarantee Management w/ attachments by J. Hendricks Aug 18, 2000 J. Hendricks
- \* Copy to all Board members minus attachments by J. Hendricks Aug. 18, 2000 J. Hendricks
- \* Copy to all homeowners minus attachments September 22, 2000 by Guarantee Management

\* Copy Steve Fein, Esq. Aug. 18, 2000 J. Hendricks

State of Florida  
County of Miami-Dade

Signed before me by Tom Reeder who is personally known to me  
this 29 day of June, 2000.

Jane E. Hendricks  
Jane E. Hendricks



Jane E Hendricks  
My Commission CC581782  
Expires Oct. 03, 2000