

## LIMITATIONS FOR USE OF COMMON AREAS

Adopted by the Board of Directors on \_\_\_\_\_, 20\_\_\_\_

In order to create a safe environment for all members of Millennium Townhomes Association, Inc. (the "Association"), the following rules and restrictions have been adopted by the Board of Directors (the "Board"). This list is not exhaustive. Every attempt has been made to address situations that could cause a safety or liability issue through the use of common areas located within the development. This is an evolving document that may be amended from time to time by the Board in accordance with the Declaration and Bylaws.

If you have any questions regarding these rules or any projects that you wish to undertake in the common area in front of your unit, please contact the Board of Directors in writing at [board@mtownhomes.com](mailto:board@mtownhomes.com).

- **Authority.** These rules and restrictions are adopted pursuant to the authority granted to the Board of Directors under the Declaration of Covenants, Conditions, and Restrictions ("Declaration"), the Bylaws, and the Articles of Incorporation of the Millennium Townhomes Association, Inc. (the "Association"), as well as Florida Statute Chapter 720 (Homeowners' Associations). In the event of any conflict between these rules and the Declaration, Bylaws, or applicable law, the Declaration, Bylaws, or applicable law shall control.
- **Definitions.** As used herein: "Common Areas" shall have the meaning set forth in the Declaration and generally refers to the areas in front of and around individual units, including driveways, walkways, and landscaped areas that are not designated as Limited Common Areas. "Unit Owner" means the record owner(s) of a unit within the Association. "Board" means the Board of Directors of the Association. "Builder-Grade Standard" means the original materials, specifications, finishes, and quality installed by the developer at the time of initial construction of the development.
- **Applicability.** These rules apply to all unit owners, tenants, guests, invitees, family members, and any other persons using the common areas. Unit owners are responsible for ensuring that their tenants, guests, and invitees comply with these rules. Violations by a tenant, guest, or invitee shall be treated as violations by the unit owner.
- **Compliance with All Laws.** These rules are in addition to any other applicable federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Miami-Dade County codes and Florida Statute Chapter 720. Compliance with these rules does not relieve unit owners of the obligation to comply with all applicable laws.
- **Jurisdictional Limitations.** The authority of the Association and its Board of Directors is limited exclusively to the property, common areas, limited common areas, and units within the boundaries of the Millennium Townhomes development as defined in the Declaration and recorded plat. The Association has no authority to enforce its rules, levy fines, or take any action against properties, individuals, or entities outside of the development, including but not limited to adjacent homeowners' associations, neighboring properties, or public rights-of-way. Complaints regarding nuisances originating from properties outside of the development — including but not limited to noise, animals or livestock (such as roosters or chickens from neighboring communities), odors (including marijuana or other smoke), light pollution, or any other disturbance — are outside the Association's jurisdiction and cannot be addressed by the Board. Unit owners experiencing such issues are encouraged to: (a) contact the neighboring property's homeowners' association directly, if applicable; (b) file a complaint with Miami-Dade County Code Enforcement; (c) contact Miami-Dade County

Animal Services for animal-related nuisances; (d) consult with local law enforcement if the disturbance constitutes a violation of county or state law; or (e) for odor or smoke complaints, contact the Florida Department of Health or Miami-Dade County's Department of Regulatory and Economic Resources. The Association shall not be held liable for conditions or nuisances originating from outside the development's boundaries, and unit owners acknowledge that purchasing a unit within the development does not guarantee the Association's ability to control external conditions.

- **Marijuana and Controlled Substances.** The Association acknowledges that the use of marijuana for medical purposes is permitted under Florida law for qualifying patients with a valid Medical Marijuana Use Registry identification card. The Association does not have the authority to prohibit the lawful use of medical marijuana within a unit owner's private residence. However, unit owners who use any form of smoked or vaporized substance (including but not limited to marijuana, tobacco, hookah, or similar products) are expected to take reasonable measures to prevent smoke and odors from unreasonably affecting neighboring units and common areas. If odors originating from within the development become a persistent nuisance, the Board may request that the unit owner take corrective measures, such as using air filtration, ventilation, or confining use to enclosed interior spaces. The Board's authority in this area is limited, and unit owners who believe that marijuana use by a neighbor within the development constitutes a nuisance may pursue remedies through local code enforcement or the courts. The Association makes no representation regarding the legality of recreational marijuana use and shall not serve as an enforcement body for state or federal drug laws.
- NO unauthorized structural attachment to the building structure or fences through the use of any attachment hardware is allowed. This prohibition includes, but is not limited to, signs, shelves, plant pots, hooks, and decorative fixtures. **Permitted Attachments:** (a) For neighborhood safety, security camera equipment and floodlights are permitted if installed onto the building structure per manufacturer recommendations and applicable building codes. Security cameras shall be positioned so as not to record the interior of any neighboring unit. Any camera found to be directed into a neighboring unit's windows or private areas shall be removed or repositioned within forty-eight (48) hours of written notice from the Board. (b) Small roof structures, awnings, or overhead covers may be attached to the building structure with prior written approval from the Board. Before purchasing any materials, the unit owner must contact the Board to obtain the current approved materials, colors, and design specifications for roof attachments. All roof attachments must: (i) be designed and installed by a licensed and insured contractor; (ii) comply with all applicable building codes, including wind load requirements for Miami-Dade County; (iii) not extend beyond the boundaries of the unit owner's assigned common area; (iv) not impede drainage or direct water runoff onto neighboring units or common areas; and (v) be maintained in good condition by the unit owner at all times. The unit owner shall submit construction plans or drawings to the Board for approval prior to installation. The unit owner assumes all responsibility for maintenance, repair, and any damage caused by the roof structure, including damage to the building structure to which it is attached. **INSURANCE LIMITATION:** The Association's master insurance policy shall NOT cover any attached roof structure or awning installed by a unit owner. In the event of damage caused by a covered peril, the Association's obligation shall be limited to repairing the building structure to its original condition; the replacement or repair of any owner-installed roof attachment is the sole responsibility of the unit owner and must be covered under the unit owner's HO-6 policy.

- Bonfires and tiki torches are NOT allowed whatsoever. **Permitted Grills and Fire Features:** Covered BBQ grills and open fire grills are permitted, subject to the following safeguards: (a) all grills must be placed on a non-combustible surface (e.g., concrete, pavers, or a fire-rated grill mat); (b) a fire extinguisher rated for grease and Class B fires must be readily accessible within ten (10) feet of the grill at all times during use; (c) grills must never be left unattended while in use or while still hot; (d) all grills and open flame devices must maintain a minimum distance of ten (10) feet from any building structure, roof overhang, attached awning, or personal property of neighboring units, and two (2) feet from adjacent grass, trees, fences, or other foliage; (e) open fire grills must be equipped with a spark screen or spark guard to prevent embers from escaping; and (f) unit owners shall comply with all applicable fire codes and Miami-Dade County regulations. The unit owner assumes all liability for any fire damage, personal injury, or property damage resulting from the use of any grill or fire feature in the common areas.
- **Exterior Maintenance Responsibility.** Each unit owner is responsible for the routine cleaning, washing, and upkeep of the exterior surfaces of their unit that are adjacent to or visible from the common areas, including but not limited to the front entry door, door frame, garage door, and any exterior walls or trim within the unit owner's assigned area. Unit owners shall keep these surfaces free of dirt, mildew, stains, cobwebs, and general deterioration. Pressure washing of these surfaces is permitted and encouraged at least once per year. The Association shall be responsible for building-wide repainting only when the Board determines, in its sole discretion, that a full building repaint is warranted; individual unit exterior touch-ups between building-wide repaints are the sole responsibility of the unit owner. Failure to maintain exterior surfaces in acceptable condition may result in the Board contracting for cleaning or maintenance at the unit owner's expense after fourteen (14) days' written notice.
- NO painting, staining, or alteration of the color or finish of any fences, exterior walls, or building structure is allowed in the common areas of the development without prior written approval from the Board. When the Board authorizes a building-wide repaint, the color, finish, and schedule shall be determined by the Board. Unit owners may not independently repaint exterior surfaces in a color or finish that differs from the community standard without prior written approval. Unit owners who wish to perform touch-up painting between building-wide repaints must contact the Board in writing at [board@mtownhomes.com](mailto:board@mtownhomes.com) to obtain the current approved paint color, finish, and brand specification to ensure an exact match.
- NO stagnant water features or standing water are allowed. This includes plant pots without adequate drainage. Fountains are permitted only with prior written approval from the Board and under the condition that the water recirculation system operates continuously during daylight hours (a minimum of twelve (12) hours per day). Mosquitoes can reproduce rapidly in standing water. The county may issue citations and fines for failure to mitigate potential mosquito breeding grounds. If a unit owner fails to maintain a fountain in operational condition, the Board may require its removal within fourteen (14) days of written notice.
- The blocking of any gates connecting limited common areas to common areas in the development from opening freely through the use of any object is strictly prohibited. Accessible gates are required by the county for fire safety and emergency access purposes. Unit owners shall verify that all gates will be able to open freely before the installation of any permanent or temporary structure, landscaping, or personal property. Any obstruction found blocking a gate shall be removed within twenty-four (24) hours of written notice from the Board. If not removed, the Board may remove the obstruction at the unit owner's expense.

- Jungle gyms, swing sets, trampolines, and heavy playground equipment are NOT permitted in common areas. Freestanding portable basketball hoop equipment is allowed, provided it does not encroach on neighboring property or obstruct driveways, walkways, or fire lanes. When not in use, basketball hoop equipment must be stored on the unit owner's driveway and positioned up against the garage door. The unit owner assumes all liability for any injury or property damage caused by the use of recreational equipment in the common areas.
- **Prior Approval Required.** Before beginning any project, modification, or improvement of any kind in the common areas, unit owners must submit a written request to the Board and receive written approval before commencing any work. For any modification that involves replacing or altering existing materials (including but not limited to doors, pavers, paint, roofing, fencing, or landscaping), the unit owner must request and obtain the current list of approved styles, colors, materials, and specifications from the Board before purchasing any materials. The Board shall respond to written requests within thirty (30) days. The Association shall not be held responsible for any projects that have already started or have been completed without prior written approval from the Board or by a general member vote. Any unapproved projects shall be removed and the area restored to its original condition (including but not limited to grass, trees, and concreted areas) at the sole expense of the unit owner within fourteen (14) days of written notice from the Board. The respective unit owner shall be responsible for all damages and shall be subject to fines and penalties as set forth in the Fine Schedule attached hereto.
- The use of an unlicensed and/or uninsured contractor for any work in common areas is expressly forbidden. Before beginning work of any scope, unit owners must submit to the Board: (a) the contractor's name and contact information; (b) proof of a valid state or local contractor's license; (c) proof of general liability insurance with a minimum coverage of \$1,000,000; and (d) proof of workers' compensation insurance (if applicable). Work shall not commence until the Board provides written approval of the contractor.
- If a project requires digging or excavation of any kind, the unit owner and/or contractor must contact 811 (Sunshine State One Call) before doing any digging or construction work in a common area to identify underground utility lines. The unit owner shall provide documentation of the 811 findings to the Board before work begins.
- Flowering trees and fruit trees are NOT allowed in common areas as they may cause maintenance concerns and may attract unintended pests to the development. Any tree planted in a common area must be at least six (6) feet away from all fences and building structures, measured from the center of the tree trunk. The unit owner assumes all responsibility for pruning, maintaining, and irrigating any planted trees or landscaping in their respective common area. In the event that a unit owner sells their unit, any trees must be removed at the seller's expense prior to closing unless the buyer provides written acknowledgment to the Board agreeing to assume all current maintenance responsibilities and liability for the trees.
- Unit owners are responsible for maintaining the landscaping in their respective common area in a neat, clean, and aesthetically appropriate condition consistent with the community standards. Failure to maintain landscaping may result in the Board contracting for maintenance at the unit owner's expense after fourteen (14) days' written notice.
- Trees, shrubs, or any vegetation or objects that overhang into common areas assigned to other unit owners are NOT allowed. The unit owner responsible for the overhanging vegetation shall trim it back to the boundary of their assigned area within fourteen (14) days

of written notice from the Board. If not corrected, the Board may hire a contractor to perform the trimming at the unit owner's expense.

- The use of common areas for the purpose of storing waste, personal property, equipment (including but not limited to bicycles, scooters, tools, and furniture), or large machinery is NOT permitted. Unit owners must store all personal property inside their units or garages. Items left in common areas may be removed by the Board after forty-eight (48) hours' written notice to the unit owner, at the unit owner's expense.
- The storage, breeding, and/or collection of wild, exotic, or disruptive animals is NOT permitted in common areas. This includes but is not limited to beekeeping, roosters, ducks, illegal animals, and large noisy birds such as parrots and macaws. Dogs, cats, and other common domestic animals are permitted but must be current on all vaccinations and protected against ticks and fleas. All pets must be leashed or otherwise restrained when in common areas.
- The leaving of any pet waste in the common areas is STRICTLY forbidden. Unit owners shall immediately clean up after their pets using bags or other sanitary methods. Violations shall be subject to a fine of \$50.00 per occurrence. Report any incidents to the Board. Repeat violations (three or more within a twelve-month period) may result in increased fines and/or restrictions on pet access to common areas.
- Excessive noise, loud music, or loud festivities that unreasonably disturb other residents are prohibited at all times. Between the hours of 11:00 PM and 8:00 AM on weekdays (Sunday through Thursday) and between midnight and 8:00 AM on weekends (Friday and Saturday), noise levels shall be kept to a minimum so as not to be audible beyond the boundaries of the unit owner's assigned area. Exceptions may be granted by the Board with prior written approval. The Board shall have sole discretion to determine what constitutes unreasonable noise.
- Permanent tents or canopies in the driveways or common areas of individual units are NOT permitted. Temporary tents or canopies are allowed for a maximum of twenty-four (24) hours and must be properly secured to the ground to prevent displacement by wind. Tents and canopies shall NOT be attached to any building structure whatsoever. The unit owner assumes all liability for any damage caused by temporary structures.
- Garbage and recycling bins may ONLY be placed on sidewalks beginning at 6:00 PM the evening before scheduled city garbage collection and must be returned to the inside of the unit owner's garage or placed up against the garage door of their respective driveway by 9:00 PM on the day of collection. Any alternative storage locations require prior written approval from the Board. The storage of garbage or recycling bins between driveways is FORBIDDEN unless the adjacent unit owner provides written consent. Bins left out on non-collection days are subject to a fine of \$25.00 per occurrence after written warning.
- **Children and Dependent Liability.** Children are the responsibility of their parents or legal guardians at all times. It is strongly recommended that children under the age of twelve (12) be supervised by an adult while in common areas. **DAMAGE RESPONSIBILITY:** Unit owners shall be held financially responsible for the full cost of repairing, replacing, or restoring any property damaged by their minor children, household members, guests, or invitees. This includes, but is not limited to, damage to: (a) Association property such as buildings, fences, gates, sidewalks, landscaping, lighting, and signage; (b) other unit owners' vehicles, personal property, or assigned areas; (c) limited common areas including driveways, pavers, and exterior surfaces; and (d) any other property within the development. The responsible unit owner shall reimburse the Association or the affected unit owner for all

repair or replacement costs within thirty (30) days of written notice and invoice. If the damage is to Association property, the cost shall NOT be funded through a special assessment or general Association funds; it shall be charged directly to the responsible unit owner. Unpaid amounts shall constitute a lien against the unit and may be collected in the same manner as unpaid assessments under Florida Statute §720.3085, including the recovery of attorneys' fees and costs. If the damage is to another unit owner's property (including vehicles), the responsible unit owner shall resolve the matter directly with the affected owner; the Association may assist in documenting the damage but shall not be a party to property damage disputes between individual unit owners. Unit owners are encouraged to ensure their HO-6 insurance policy includes personal liability coverage sufficient to cover potential damage caused by household members and guests.

- The speed limit within the development is restricted to 10 MPH. The Board reserves the right to install speed monitoring or traffic calming measures. Failure to observe the speed limit may result in fines of \$100.00 per occurrence. Reckless driving within the development may result in additional penalties and reporting to local law enforcement.
- Moving trucks and large delivery vehicles are only permitted between the hours of 8:00 AM and 8:00 PM. Unit owners shall provide the Board with at least forty-eight (48) hours' advance notice of any scheduled moves.
- Unit owners must keep their vehicle registration information on file with the Association current. This includes promptly reporting any change in vehicle make, model, color, year, and license plate number, as well as the addition of any new permanent residents or their vehicles. Failure to update vehicle information within fourteen (14) days of a change may result in a fine.
- **Resident Use of Guest Parking — Strictly Prohibited.** The use of guest parking spaces by residents, their household members, or their registered vehicles is NOT allowed under any circumstances. This prohibition applies regardless of which guest parking space is used or which vehicle is parked. The Board shall maintain a registry of all resident and household member vehicles. Any registered resident vehicle found in a guest parking space shall be subject to immediate towing at the vehicle owner's expense without further notice.  
**HABITUAL VIOLATIONS:** A unit owner who commits three (3) or more guest parking violations within any twelve (12) month period shall be classified as a habitual violator. Habitual violators shall be subject to escalating fines: \$100.00 for the first violation, \$250.00 for the second violation, and \$500.00 for each subsequent violation within the same twelve-month period, in addition to all towing costs. The rotation of vehicles among different guest parking spaces, the use of different vehicles to occupy guest spaces, or any other pattern of conduct designed to evade or circumvent these parking restrictions shall be treated as a single continuing violation and shall be subject to the habitual violator penalties described above. Guest parking may not be occupied by the same vehicle for more than twenty-four (24) consecutive hours. Please refer to the Limitations for Use of Residential and Guest Parking Spaces document for additional parking rules.
- **Door Replacement — Owner Modifications at Own Expense.** Unit owners may replace the front entry door of their unit at their own expense, provided they first obtain written approval from the Board. **BEFORE PURCHASING:** The unit owner must contact the Board in writing at board@mtownhomes.com to obtain the current list of approved door styles, colors, materials, and hardware specifications before purchasing any replacement door. The replacement door must be consistent with the architectural style, color scheme, and material standards of the community as determined by the Board. Installation of any door that does not conform to the approved specifications shall be considered an unauthorized modification

and shall be removed and replaced at the unit owner's sole expense. All installation work must be performed by a licensed and insured contractor meeting the requirements set forth herein. **INSURANCE LIMITATION:** In the event of damage caused by a covered peril (including but not limited to hurricane, fire, flood, or other insured event), the Association's insurance obligation shall be limited exclusively to replacing or repairing the door to the Builder-Grade Standard. If a unit owner has upgraded their door beyond the Builder-Grade Standard, the Association and its insurer shall NOT be responsible for matching, repairing, or replacing the upgraded door. The unit owner assumes all financial responsibility for the difference between the Builder-Grade Standard replacement cost and the cost of their upgraded door. **REQUIRED ACKNOWLEDGMENT:** Prior to commencing any door replacement, the unit owner must sign a written acknowledgment (in a form provided by the Board) confirming that they understand and accept the insurance limitation described above. This acknowledgment shall be recorded in the Association's records and shall be binding upon the unit owner and all subsequent purchasers of the unit. All unit owners are required to maintain an HO-6 (unit owner's) insurance policy as a condition of ownership, as mandated by the mortgage lender. The Association's master insurance policy covers only the Builder-Grade Standard for common and limited common elements. Unit owners must ensure their HO-6 policy provides sufficient coverage to protect any upgrades or improvements made to their unit.

- **Paver Replacement — Owner Modifications at Own Expense.** Unit owners may replace or upgrade the pavers in the driveway or walkway area directly in front of their unit at their own expense, provided they first obtain written approval from the Board. **BEFORE PURCHASING:** The unit owner must contact the Board in writing at [board@mtownhomes.com](mailto:board@mtownhomes.com) to obtain the current list of approved paver types, colors, patterns, and material specifications before purchasing any replacement pavers. The replacement pavers must be consistent with the aesthetic standards of the community and must not impede drainage, alter grading, or create tripping hazards. Installation of any pavers that do not conform to the approved specifications shall be considered an unauthorized modification and shall be removed and replaced at the unit owner's sole expense. All installation work must be performed by a licensed and insured contractor meeting the requirements set forth herein. The contractor must ensure that all drainage grades are maintained or improved and that no water is directed toward adjacent units or building structures. **INSURANCE LIMITATION:** In the event of damage caused by a covered peril, the Association's insurance obligation shall be limited exclusively to restoring the area to the Builder-Grade Standard paver specification. If a unit owner has upgraded their pavers beyond the Builder-Grade Standard, the Association and its insurer shall NOT be responsible for matching, repairing, or replacing the upgraded pavers. The unit owner assumes all financial responsibility for the difference between the Builder-Grade Standard replacement cost and the cost of their upgraded pavers. **REQUIRED ACKNOWLEDGMENT:** Prior to commencing any paver replacement, the unit owner must sign a written acknowledgment (in a form provided by the Board) confirming that they understand and accept the insurance limitation described above. This acknowledgment shall be recorded in the Association's records and shall be binding upon the unit owner and all subsequent purchasers of the unit. All unit owners are required to maintain an HO-6 (unit owner's) insurance policy as a condition of ownership, as mandated by the mortgage lender. The Association's master insurance policy covers only the Builder-Grade Standard for common and limited common elements. Unit owners must ensure their HO-6 policy provides sufficient coverage to protect any upgrades or improvements.

## **ENFORCEMENT AND REMEDIES**

Pursuant to Florida Statute §720.305, the Association may levy fines against unit owners for violations of these rules. Before any fine is imposed, the unit owner shall be provided with at least fourteen (14) days' written notice of the alleged violation and an opportunity to appear before a committee of at least three (3) members (other than Board members or their spouses) to present a defense. Fines shall not exceed \$100.00 per violation per day, and shall not exceed \$1,000.00 in the aggregate for any single, continuing violation, unless otherwise permitted by law.

In addition to fines, the Association reserves the right to pursue any and all remedies available at law or in equity, including but not limited to injunctive relief, recovery of attorneys' fees and costs, and the suspension of common area use rights as permitted by Florida Statute §720.305.

## **DISPUTE RESOLUTION**

In accordance with Florida Statute §720.311, disputes between unit owners and the Association regarding the interpretation or enforcement of these rules shall first be submitted to pre-suit mediation before any legal action is filed. The costs of mediation shall be shared equally between the parties unless otherwise agreed.

## **SEVERABILITY**

If any provision of these rules is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such finding shall not affect the validity, legality, or enforceability of the remaining provisions, which shall continue in full force and effect.

The members and unit owners of the Millennium Townhomes Association are expected to abide by the above rules and regulations unless given an exception or granted written permission by the Board. In the event that other unit owners are conducting activities that may be disruptive or in violation of any of the above rules, please contact the Board in writing at [board@mtownhomes.com](mailto:board@mtownhomes.com).

Please remember that as an association of only 20 members, it is everyone's right and duty to obey and enforce the rules so that everyone may enjoy the common areas while maintaining a friendly and safe neighborhood environment. Let's all be considerate and strive to continuously improve the neighborhood. We thank you in advance for your understanding.

Sincerely,

The Board of Directors  
Millennium Townhomes Association, Inc.