

LIMITATIONS FOR USE OF LIMITED COMMON AREAS LOCATED BEHIND UNITS

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 limited common areas that are assigned to unit owners. 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 limited common area behind your unit, please contact the Board in writing at 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: "Limited Common Areas" shall have the meaning set forth in the Declaration and generally refers to the enclosed patio or yard areas located behind individual units that are assigned exclusively to specific unit owners for their use. "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 limited 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 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) Satellite TV hardware (dishes under one meter in diameter) is permitted in accordance with FCC Over-the-Air Reception Devices (OTARD) rules. (b) Security camera equipment and floodlights are permitted if installed per manufacturer recommendations and applicable building codes. Security cameras shall be positioned so as not to record the interior of any neighboring unit. (c) 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 limited common area; (iv) not impede drainage or direct water runoff onto neighboring units or common areas; (v) not exceed the fourteen (14) foot height limit; and (vi) 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.
- NO structures shall exceed fourteen (14) feet in height, measured from the finished ground grade at the base of the structure to its highest point, within the limited common area.

- Bonfires and tiki torches are NOT allowed whatsoever. **Permitted Grills and Fire Features:** Covered BBQ grills, open fire grills, and enclosed fire pits with spark screens are permitted, subject to the following safeguards: (a) all grills and fire features 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 any active grill or fire feature at all times during use; (c) grills and fire features 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, or attached awning, and two (2) feet from the limited common area perimeter fences to avoid potential heat damage; (e) open fire grills and fire pits 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 limited 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 limited common areas, including but not limited to the rear entry door, door frame, sliding glass doors, window frames, 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 limited common areas 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 to obtain the current approved paint color, finish, and brand specification to ensure an exact match.
- **PVC Perimeter Fence — Association Property; Unit Owner Damage Responsibility.** The PVC privacy fence surrounding the limited common areas is the property of the Association and was installed using the Association's initial funding. The Association shall be responsible for the normal maintenance, repair, and replacement of the fence due to ordinary wear and tear, weather-related deterioration, or damage caused by covered perils under the Association's master insurance policy. **HOWEVER:** If any section of the PVC fence is damaged as a result of the negligence, carelessness, misuse, or willful conduct of a unit owner, their tenants, household members, guests, invitees, contractors, or pets, the unit owner assigned to that limited common area shall be solely responsible for the full cost of repairing or replacing the damaged section(s) of the fence. This includes, but is not limited to, damage caused by: (a) improper installation or removal of attachments to the fence; (b) impact from vehicles, equipment, or personal property; (c) failure to maintain trees, landscaping, or other vegetation that causes damage to the fence; (d) damage caused by pets or animals belonging to or under the control of the unit owner; (e) damage caused by the unit owner's contractor during any approved or unapproved project; or (f) any other act

or omission attributable to the unit owner or persons under the unit owner's control. The cost of such repairs shall NOT be funded through a special assessment or from general Association funds. The Board shall obtain a repair estimate and provide the unit owner with written notice and an invoice. Payment shall be due within thirty (30) days of the invoice date. If the unit owner fails to pay within this period, the unpaid amount 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. The Board reserves the right to contract for fence repairs immediately when necessary to maintain the safety and appearance of the development, and to bill the responsible unit owner accordingly.

- NO stagnant water pits, ponds, or unchlorinated pools are allowed. 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 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 limited common areas. The unit owner assumes all liability for any injury or property damage caused by the use of recreational equipment.
- **Prior Approval Required.** Before beginning any project, modification, or improvement of any kind in the limited 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 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 limited 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 limited common area to identify underground utility lines. The unit owner shall provide documentation of the 811 findings to the Board before work begins.
- **Lawn and Landscaping Maintenance — Unit Owner Responsibility.** Because the limited common areas have been divided and assigned exclusively to individual unit owners, each unit owner is solely responsible for all lawn and landscaping maintenance within their assigned limited common area. This includes, but is not limited to: (a) mowing, edging, and maintaining all grass areas at a height and condition consistent with community standards; (b) pruning, trimming, and maintaining all trees, shrubs, hedges, and vegetation, including any trees or landscaping originally planted by the developer at the time of construction; (c) removing weeds, dead vegetation, and debris; (d) watering and irrigating as needed to maintain a healthy and presentable appearance; and (e) replacing dead or diseased grass, plants, or trees in a timely manner. The fact that a tree or other landscaping was originally installed by the developer does NOT relieve the unit owner of maintenance responsibility; once the limited common area was assigned to the unit, all maintenance obligations transferred to the unit owner. Failure to maintain the lawn and landscaping in acceptable condition may result in the Board contracting for maintenance at the unit owner's expense after fourteen (14) days' written notice.
- **Tree Requirements and Restrictions.** Flowering trees and fruit trees are NOT allowed in limited common areas as they may cause maintenance concerns and may attract unintended pests to the development. Any tree planted in a limited common area must be at least six (6) feet away from all fences and building structures, measured from the center of the tree trunk. All trees must be kept trimmed to a reasonable and safe height as determined by the Board; trees that are allowed to grow to a height that poses a risk to building structures, fences, utility lines, or neighboring properties during high winds shall be trimmed or removed at the unit owner's expense upon written notice from the Board. The unit owner assumes all responsibility and liability for any damage caused by trees in their assigned limited common area, including damage from falling branches, root intrusion, or wind events. 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.
- Trees, shrubs, or any vegetation or objects that overhang into limited 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 limited common areas for the purpose of storing waste, large machinery, or equipment is NOT permitted. Unit owners must store all personal property inside their units or garages. Items left in violation 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 limited 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.

- 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 limited 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 the PVC perimeter fence, gates, building structure, and shared infrastructure; (b) other unit owners' vehicles, personal property, or assigned limited common areas; (c) common areas including driveways, pavers, landscaping, 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.
- In the event of pouring concrete in limited common areas, the boundaries of the concrete pour must be at least two (2) feet away from any fence. The contractor must construct an elevation gradient within the paved area to provide proper drainage and to prevent the accumulation of water adjacent to the building structure or neighboring properties. The drainage plan must be submitted to the Board as part of the project approval process. A member of the Board or a Board-designated representative must witness the pour and verify drainage compliance before final approval of the project. The Board shall make reasonable efforts to schedule the inspection within seven (7) business days of the unit owner's request.
- Door Replacement — Owner Modifications at Own Expense.** Unit owners may replace the rear 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 limited common area adjacent to 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 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.

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 space behind their units while also keeping 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.