

## LIMITATIONS FOR USE OF RESIDENTIAL AND GUEST PARKING SPACES

*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 residential and guest parking spaces. 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, please contact the Board 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.
- **Applicability.** These rules apply to all unit owners, tenants, guests, invitees, family members, and any other persons using the residential driveways or guest parking spaces. 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, Florida Statute Chapter 720, and Florida Statute §715.07 (vehicles and vessels on private property). Compliance with these rules does not relieve unit owners of the obligation to comply with all applicable laws.
- **Resident Use of Guest Parking — Strictly Prohibited.** The parking of any vehicles in any of the four (4) designated GUEST parking spaces by residents, their household members, or any vehicle registered to or regularly associated with a unit is NOT allowed under any circumstances. For purposes of this rule, the Board shall maintain a registry of all resident and household member vehicles, including make, model, color, year, and license plate number. Any vehicle appearing on the registry that is found in a guest parking space shall be subject to immediate towing at the vehicle owner's expense without further notice. Residents are to park their own vehicles in their assigned driveway or inside of their garages.
- Should residents require an additional parking space, the paved area directly behind the driveway of the respective unit may be used as a third parking spot, provided that the vehicle does not obstruct the sidewalk in a manner that prevents pedestrian passage. This area is subject to all applicable county and municipal parking regulations. The Board asks that unit owners utilize this space before requesting any guest parking accommodations.
- All unit owners must maintain current vehicle information on file with the Association. This includes, but is not limited to: make, model, color, year, license plate number, and the total number of vehicles belonging to each unit. Vehicle information must be updated within

fourteen (14) days of any change. Failure to update vehicle information may result in a fine and/or the vehicle being treated as unauthorized.

- **Guest Parking Time Limit.** Guest parking spaces may only be occupied by the same vehicle for a maximum of twenty-four (24) consecutive hours. For any guest parking need exceeding twenty-four (24) hours, the unit owner must submit a written request to the Board in advance, specifying the guest's name, vehicle information, and the expected duration of the stay. The Board shall respond within a reasonable time. Unauthorized extended use of a guest parking space shall be treated as a violation subject to towing and fines.
- **Long-Term Guests.** Guests staying in a unit for longer than forty-five (45) cumulative days within any twelve (12) month period shall be classified as permanent residents. The corresponding unit owner must update their vehicle information data sheet with the Association to include the guest's vehicle information within seven (7) days of the guest reaching the forty-five (45) day threshold. Once classified as a permanent resident, the individual shall NOT be allowed to park their vehicle in any of the guest parking spaces. For purposes of this rule, days need not be consecutive; any combination of stays totaling forty-five (45) days within a rolling twelve (12) month period shall trigger this requirement.
- Guests and residents are permitted to park on the paved area adjacent to the sidewalk behind their driveway, provided that the vehicle does not completely block the walking path for pedestrians. A minimum of thirty-six (36) inches of unobstructed sidewalk width must be maintained at all times to comply with accessibility requirements.
- Parking on the grass is NOT allowed anywhere within the common areas or limited common areas of the development. Violations shall result in a fine of \$50.00 per occurrence.
- **Towing Authorization.** Blocking guest parking spaces with a parked vehicle, equipment, or any other obstruction is expressly FORBIDDEN. In accordance with Florida Statute §715.07, the Association is authorized to tow vehicles that violate these parking rules. Vehicles found in violation shall be towed at the vehicle owner's sole expense. All applicable towing signage shall be posted in compliance with Florida law. The Association, its Board members, officers, and agents shall not be liable for any costs, damages, or losses incurred by the vehicle owner as a result of an authorized tow. Additionally, unit owners responsible for the violation may be subject to fines as set forth in the Fine Schedule.
- **Habitual Parking Violators.** A unit owner or resident who commits three (3) or more guest parking violations within any rolling twelve (12) month period shall be classified as a habitual violator. Habitual violators shall be subject to escalating fines as follows: \$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 habitual violator designation shall remain in effect for twelve (12) months from the date of the most recent violation. During this period, any vehicle registered to, associated with, or reasonably connected to the habitual violator's unit that is found in any guest parking space shall be towed immediately without further notice and the unit owner shall be fined \$500.00 per occurrence.
- **Anti-Evasion Provision.** The rotation of vehicles among different guest parking spaces, the use of different or unregistered vehicles to occupy guest spaces, the temporary swapping of vehicles with other residents or third parties, or any other pattern of conduct that the Board reasonably determines is designed to evade, circumvent, or frustrate enforcement of these parking restrictions shall be treated as a single continuing violation attributable to the unit owner. The Board may consider circumstantial evidence, including but not limited to: the frequency and pattern of parking violations, the relationship between the vehicle occupant

and the unit owner, the timing of vehicle changes relative to prior violations or towing events, and any other relevant facts. Violations of this provision shall be subject to the habitual violator penalties described above and may result in the immediate towing of any vehicle reasonably connected to the evasion pattern.

- The parking of vehicles in the driveways of other units is NOT allowed unless both unit owners have entered into a written agreement, a copy of which must be provided to the Board. Either party may revoke this agreement at any time by providing written notice to the other unit owner and to the Board. Upon revocation, the vehicle must be removed within twenty-four (24) hours.
- Vehicle maintenance or repair work in driveways or common areas that takes longer than twenty-four (24) hours to complete is NOT allowed. For purposes of this rule, "vehicle maintenance or repair work" includes any activity that renders the vehicle inoperable, involves the disassembly of vehicle components, requires the use of jacks or lifts, or results in fluid spills or staining on the driveway or common areas. Vehicles that leak oil or other fluids onto the driveway or common areas must be cleaned immediately. Any vehicle deemed by the Board to be inoperable, abandoned, or in a state of disrepair for more than seventy-two (72) hours may be subject to towing at the owner's expense after written notice.
- Commercial vehicles, trailers, boats, recreational vehicles (RVs), and vehicles exceeding seven (7) feet in height may not be parked in driveways or guest parking spaces without prior written approval from the Board.

## **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. Towing of vehicles in violation of these rules is authorized pursuant to Florida Statute §715.07 and does not require the fine hearing process described above.

In addition to fines and towing, 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 amenities that residential and guest parking have to offer. 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.