

## MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM

### Acknowledgement of Rules and Regulations

**New Purchase \_\_\_\_\_ New Lease \_\_\_\_\_ Occupancy \_\_\_\_\_**

I, \_\_\_\_\_ and \_\_\_\_\_ who will reside at \_\_\_\_\_ at Miller Sixty-Seven Townhouses Condominium Association acknowledge that I/we are in receipt and have read and understand the Rules and Regulations given by the seller or landlord and agree to abide by them or any further changes/additions to them.

I understand that all persons living in my home over the age of 18 will be screened and approved by the association and any unapproved tenants will be evicted at the Unit Owner's expense.

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Tenant's or Buyer's Signature

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Date

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Print Name:

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Tenant's or Buyer's Signature

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Date

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Print Name:

# **MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.**

## **RULES & REGULATIONS (Revised July 13, 2015)**

The Board of Directors as provided in the Declaration of Condominium and By-Laws has adopted the following Rules & Regulations for the maintenance, conservation, and beautification of the condominium property, and for health comfort, and general welfare of the unit owners and occupants:

### **SINGLE-FAMILY RESIDENCES:**

1. As per the Association documents, it is not permissible to sublease a unit by either owner or renter.
2. Condominium units are single-family residences and as such among of people to live in each unit is limited to four (4).

### **COMMON AREAS:**

1. All doors leading from the condominium buildings shall be closed at all times except when in actual use for any purpose other than ingress or egress.
2. The sidewalk, entrances, passages of the condominium buildings shall not be obstructed or used for any purpose other than ingress and egress.
3. No condominium unit owner or resident shall engage in repair of motor vehicles, boats, or trailers within the common elements other than for an emergency.
4. None of the common elements shall be decorated or furnished by any Condominium unit owner or resident.
5. Any use of the pool facilities must respect the rights of other unit owners and residents conform to applicable standards of health and safety. Individuals are expected to abide by the rules posted in the pool area. Those using the pool are responsible for cleaning up all trash in the pool areas incidental to their use (i.e., cans, cigarette butts, food, paper, etc.). The pool shall be used during daylight hours and all person using the pool do so at their own risk. Children under thirteen (13) years of age are not permitted to be in the pool area unless accompanied by an adult. There are no pool parties allowed without prior approval of the Board/Association.
6. No glass or bottles are permitted in the pool area.
7. After using the umbrella in the pool area, please ensure to turn umbrella to down position.

**ARCHITECTURAL:**

1. Small satellite dishes (as defined 15" in diameter or less) may be installed upon obtaining the architectural approval from the Board/Association.
2. Without the prior written consent of the Association, no owner shall cause or permit anything to be placed on the outside walls of any building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof. Also, the unit owner may not cause or permit the enclosure either partially or entirely, or any exterior portions of the building.
3. No signs regarding rental or sale of property are permitted to be posted in the windows or any common area of the property.
4. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the exclusive common area or the common areas.

**GARBAGE:**

1. All garbage and debris is to be deposited only in the facilities provided for that purpose. Large garbage items (i.e., rugs, appliances, furniture, etc.), should be deposited outside on the east side of the property located in front of building 7 on Miller Road, where it can be picked up by special City garbage collectors. The limited common elements and the common elements shall be kept free and clear of rubbish, debris and other unsightly materials which are provided for that purpose.

**PARKING:**

1. Parking areas shall be solely for parking automobiles and motorcycles, no commercial vehicles, or trucks, regardless of size and/or weight, are permitted to park overnight.
2. Due to limited visitor parking, no assigned parking space should be left open overnight.
3. There is an assigned parking space per unit. Visitor or second cars are allowed to park in the authorized marked areas on a first come, first serve basis. Any vehicle parked in an unauthorized or unmarked area shall be towed without any prior notice at the owner's expense.
4. Parking on the concrete ends, double parking and/or parking in an unoccupied unit spot will result in towing without prior written notice and at the owner's expense.
5. Guest parking is for an amount of time not exceed forty-eight (48) hours. All guests and/or owners who overstay the deadline will be towed at the vehicle owner's expense.
6. Unit owners shall not transfer or assign use of their parking spaces except in connection with the sale of the condominium unit.
7. If you have a vehicle that has a hitch on the back, please assure that it does not overhang on the concrete side of sidewalk.
8. No vehicle shall be driven at speed greater than five (5) miles per hour on Condominium property.

**SAFETY:**

1. There shall not be kept in any condominium unit any inflammable, combustible, or explosive fluid.
2. Condominium unit owners, residents, family guests, servants, employees, agent and visitors shall not at any time for any reason whatsoever enter upon the roof, power rooms, service rooms or areas in the sewage treatment facility.
3. No condominium unit owner or resident shall engage in the repair of motor vehicles, boats or trailers within the common elements other than for emergency service.

**PETS:**

1. As of March 19, 2002, no new dogs will be permitted by present owners or tenants. Dogs allowed prior to March 19, 2002, will be grandfathered in, but cannot be replaced. No new owner or tenant applications will be approved if they have dogs as pets.
2. The few owners remaining with pets must have control of their pets at all times. Pets are not allowed to be unattended so as to cause disturbance (defecating in community, barking, etc.)
3. Permitted animals shall be restricted to 2 cats and caged birds that do not cause a noise disturbance. Cats must be kept indoors at all times.

**NUISANCE:**

1. No condominium unit owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loudspeaker in a condominium unit between the hours of 11:00 pm and the following 8:00 am. If the same shall unreasonably disturb or annoy other occupants of the Condominium.
2. There will be no owners allowed to serve as members of the Board of Directors if they are in violation of any of the Rules and Regulations and/or in arrears of their monthly maintenance fees.

**LEASES:**

1. No owner may lease their unit without prior approval from the Board of Directors. No one will be interviewed unless completed paperwork has been submitted to the property management company. Any owner having someone move into their unit without prior Board of Directors approval is in violation of the Condominium By-Laws and tenant will be subject to immediate eviction.
2. The association will require, as a condition to rent a unit, a security deposit **in the amount equal to one (1) month rent** which will be deposited into an escrow account maintained by the association. Within thirty (30) days after a tenant vacates the premises, the association shall refund the full security deposit or give written notice to the tenant of any claim made against the security deposit. Refund must be requested by the person

who submitted the deposit, in written to the management office, must indicate full name, telephone number, address of the unit rented and mailing address where the refund will be sent.

3. All purchase or lease applications received must have a fully executed lease agreement attached and must be accompanied by all the other documents requested including the screening fee in the amount of \$150.00.
4. All purchase or lease applications must be received by the 1<sup>st</sup> of the month to be processed by the fourth Thursday of the same month.
5. All leases are not automatically renewable and are good for one (1) year. Any extension of leases will be subject to approval by the Board of Directors.
6. No unit shall be rented that has not been occupied by the owner for less than one (1) year. If any tenant vacates the unit prior to meeting one (1) year in the unit, the unit must remain unoccupied until the anniversary of that lease has been satisfied.
7. There will be no lease approval issue for any unit that is not in compliance with the Rules & Regulations, that is in arrears in their maintenance payments, that has not owned the unit for a full year prior to rental and/or that not complied with the one year lease rule that is clearly stated in the By-Laws.
8. Any tenant not adhering to the rules and regulations will be subject to immediate eviction without notice at the unit owner's expense.

#### **MAINTENANCE FEES:**

1. Any and all maintenance payments that are returned for any reason whatsoever will be subject to a \$50.00 fee along with any other fees incurred by the management company.
2. Any owner not paying their maintenance and having fallen into a past thirty (30) days delinquency status with their unit rented will have the rent collected from the tenant until the account is current. Florida Statutes protect the association and demand the tenant to comply or be evicted.
3. Any renter found violating the rules and regulations will be evicted at the owner's expense. All management and legal fees will be charged to the owner.

#### **VIOLATIONS:**

1. Violations are subject to a fine up to \$1,000.00 per violation and a non-refundable \$50.00 administrative fee. You will be given the opportunity to attend a hearing panel meeting to state your case. Should you fail to attend the meeting, the fine will be assessed to your account by default.
2. Any owner found violating the rules and regulations will have seventy-two (72) hours to correct the violation. Should the violation not be corrected immediately, legal action will be commenced within five (5) business days. All legal fees will be paid by the unit owner.
3. All new owners must be provided by the By-Laws of the condominium prior to the sale being approved. New owners will be screened, and this is one of the requirements.