

**LUDLUM LAKE TOWNHOUSE SECTION II ASSOCIATION, INC.**

**RULES AND REGULATIONS**

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**INTRODUCTION**

The following Rules and Regulations have been carefully prepared to provide all owners with a set of procedures, policies and regulations designed to assure you of a comfortable and cordial living environment. Effective July 15, 2022 Ludlum Lake Townhouse Section II will be enforcing these Rules and Regulation attached hereto. If followed by each of us, they will enable Ludlum Lake Section II to function smoothly and cooperatively. Your unsolicited suggestions and recommendations for improving these rules and regulations are always welcomed by the Board of Directors. Please submit all suggestions and recommendations in writing.

Thank you,  
Ludlum Lake Board of Directors

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## **1. GENERAL USE AND OCCUPANCY**

- 1.1 Each of the units shall be occupied and used only as a residence by respective owners thereof, their tenant (prior approval having been obtained), families, servants and guests and for no other purpose.
- 1.2 No townhouse may be divided or subdivided into a smaller unit or any portion sold.
- 1.3 No unit, whether owned or leased may be used to conduct any trade or business.
- 1.4 Unit owners and lessees shall not use or permit any use of their premises which would constitute immoral, improper, offensive or unlawful use; further, no use may be made which would be in violation of any Federal, State, County or municipality law, statute, ordinance or administrative rule or regulation, or would be injurious to the reputation of the condominium.
- 1.5 No owner or occupant shall make or permit any noises that will disturb or annoy the owners or occupants of any of the townhomes in the development or do or permit anything be done which will interfere with the rights, comfort or convenience of other owners or occupants.

## **2. COMMON AREAS**

- 2.1 The common elements shall be used only for the purpose for which they are intended. Therefore, No parking on the green common areas are permitted. There shall be no parking on neighbor's property without the consent of the neighbor. Furthermore, all unit owners are required to use their assigned parking spaces to full capacity.
- 2.2 No owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common elements.
- 2.3 Defacing and/or destroying common property including and not limited to graffiti will lead to incurred charges to the perpetrator, its guardian and/or the invitee of such guest(s). If the invitee is a minor, invited by another minor, the parents and/or guardian of the owner, resident or occupant shall be responsible.
- 2.4 An owner shall be liable for the expense of any maintenance repair or replacement to the common elements rendered necessary by his negligence or by that of any member of his family, guests, employees, agents, tenants or the tenant's family, guest or invitees.

### **3. ARCHITECTURAL MODIFICATIONS**

3.1 Modifications to the outside appearance of the unit must be approved by the association. Contact the office to request the necessary forms. Examples of architectural modifications needing approval are as follow:

- I. Addition of outdoor lighting
- II. Painting of doors
- III. Painting of Exterior
- IV. Replacement of landscaping
- V. Sealing / painting of brick pavers
- VI. Tinting of windows

### **4. PARKING**

- 4.1 Commercial vehicles that have external equipment displayed such as ladders, lawn equipment, food fending, tow trucks, semi tractors, etc. are not allowed to park on the premises. *Violators will be towed without further notice.*
- 4.2 No inoperative automobiles, automobiles without license plates or with expired plates shall be parked stored or remain on the condominium property for more than forty-eight (48) hours. *Violators will be towed without further notice.*
- 4.3 No Mechanical or repair work shall be permitted on the condominium property.
- 4.4 No trucks, trailers, mobile homes, vans, campers, buses or similar vehicles shall be parked on the condominium property
- 4.5 No boats, rafts, Jet skis or canoes shall be allowed on the condominium property
- 4.6 Visitor parking spaces are limited to (24) hour use and parking on the grass is not allowed. *Violators will be towed without further notice.*
- 4.7 Unit assigned parking must be used to full capacity; a maximum of three (3) registered vehicles per unit.
- 4.8 Common areas may NOT be utilized for parking by unit owners, tenants or visitors to allow the flow of two-way traffic; emergency vehicles such as fire trucks/ambulance must be able to navigate without difficulty.
- 4.9 Permission for additional parking must be obtained by the association for special events.

### **5. FRONT YARD MAINTENANCE.**

- 5.1 Each homeowner is responsible for maintaining the front of their home. This means you are responsible for the following items:
  - I. Keeping your landscaping clean (Front patio area)
  - II. Keeping your watering hose rolled up
  - III. Keeping the front of the property free of debris
  - IV. Keeping your brick pavers free of oil stains
  - V. Trimming of trees

## **6. TRASH DISPOSAL**

- 6.1 Garbage cans and recycling bins will be kept totally out of sight from view of neighboring homes and streets. Garbage will be placed no sooner than 6:00 pm the night before scheduled pick-up and be put away after pick-up day. Currently, our garbage pick-up dates are Tuesday and Friday; Recycling is every other Tuesday, according to Miami Dade County recycling schedule.
- 6.2 Garbage should not be placed in the common areas. Please discard any trees, trash or old furniture by contacting Miami-Dade County online or calling 311 and scheduling a special pick up or shall be taken promptly to the county facility. Back yards are not to be used for long term trash storage as this causes unsanitary conditions.

## **7. HOLIDAY ORNAMENTS**

- 7.1 Holiday ornaments and/or decorations need to be removed right after the holiday season is over.

## **8. HURRICANE PROTECTION DEVICES**

- 8.1 A unit owner who plans to be absent during the hurricane season must prepare his unit prior to his/her departure by:
  - a) Removing all furniture, plants and other objects from his/her patio
  - b) Designating a responsible firm or individual to care for his/her unit porch and patio
- 8.2 Hurricane panels and accordions are only to be used during a threat of a hurricane and must be removed no later than five (5) days after such threat.

## **9. PETS**

- 9.1 No pets shall be left unattended so as to cause disturbance. Dogs **MUST** be on a leash, per Miami-Dade county ordinance and association practice.
- 9.2 Pets must not be allowed to relieve themselves on your **neighbor's lawn**, observe the ordinance and clean up after your pet and dispose of it safely. Association Green areas are for the use of all members, and no animal should be taken to those areas for solid excretion. *Fines will be imposed.*

## **10. OUTDOOR SPORTS EQUIPMENT**

- 10.1 Sports equipment needs to be put away after use (i.e. portable basketball basket).

## **11. PROPERTY RENT AND SALE PROCEDURE**

11.1 When renting or selling your unit, is required to submit a completed application and obtain approval from the association. Contact the management office for the necessary forms, allow 14 days for processing. (Pending Declaration of Covenants Amendments)

## **12. SIGNS**

12.1 Displaying of signs is not allowed on windows or any other portion of the main building structure; they are only allowed on the front yard of the property.

## **13. FINES POLICY**

If someone is believed to be in violation of any provisions of the Declaration and bylaws or the Rules and Regulations, a signed complaint must be submitted to the managing agent or a member of the Board of Directors.

The Board or Managing Agent, upon receipt of complaints, will then issue a written notice informing him/her of a time and place where the Board of Directors or its duly authorized committee, will conduct a hearing to review the complaint. At that time, the party will have an opportunity for defense. Should the violator choose not to be present for the hearing, they will be assumed guilty by default and all rights for appeal automatically waved.

If the complaint is found to be valid, the Board or Managing Agent will notify in writing and a fine may be charged to the assessment account of the owner of the unit in which the person resides and will be collected with the monthly assessment.

There may be a fine imposed for each violation provided that the party has not been fined for the same violation within the last year.

Unless otherwise stated in these rules and Regulations fines shall be levied at the amount of \$100.00 a day

### **TO ALL UNIT OWNERS AND TENANTS:**

These Rules and Regulations will be continuously enforced. Any violation or breach of the following Rules and Regulations, or the Declaration of Condominium shall be properly reviewed by a board appointed committee which may result in further actions taken against you.

Please, assist us in making this community better every day.