

**A RESOLUTION OF  
MILLENNIA PARK HOMEOWNERS ASSOCIATION, INC.  
BOARD OF DIRECTORS ADOPTING THE  
SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR MILLENNIA PARK**

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions for Millennium Park ("the Declaration") was recorded on March 21, 2012, at OR Book 10350, Page 1807, et seq. and an Amendment to Declaration ("the First Amendment") was recorded April 21, 2014 at OR Book 10733, Page 2566, all of the Official Records of Orange County, Florida (together, the "Declaration"); and

WHEREAS, Article X, "Restrictive Covenants," Section 1 and Section 40 of the Declaration provides for the amendment, expansion or modification of Article X by Millennium Park Homeowners Association, Inc. (herein after the "Association"); and

WHEREAS, the Board of Directors has determined it is necessary to amend the Use Restrictions contained in Article X of the Declaration;

WHEREAS, such amendment to Article X of the Declaration, a copy of which is attached hereto, does not require a vote of the Owners of Residential Property; and

WHEREAS, a copy of the proposed amendment to Article X of the Declaration has been provided to the Members by first-class United States mail on February 4, 2022.

NOW, THEREFORE, BE IT HEREBY RESOLVED by Millennium Park Homeowners Association, Inc., the attached "ARTICLE X, RESTRICTIVE COVENANTS," incorporated herein as "Exhibit A" shall be replace Article X of the Declaration as originally recorded on March 21, 2012 and amended by the First Amendment of the Declaration recorded on April 21, 2014.

ADOPTED by Millennium Homeowners Association, Inc., Board of Directors at a duly called meeting held the 23rd day of February, 2022.

By: Ana Luisa Lomnitzer  
Ana Luisa Lomnitzer, as President of the Association

Ray Stodge  
Witness Printed Name: Ray Stodge

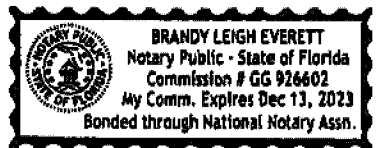
STATE OF FLORIDA  
COUNTY OF ORANGE

Trey Silcjo  
Witness Printed Name: Trey Silcjo

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 8th th day of March, 2022, by Ana Lomnitzer, as President of MILLENNIA PARK HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Company, who  is personally known to me or  has produced driver's license as identification, Florida Driver's License No. \_\_\_\_\_

(NOTARIAL SEAL)

Brandy Leigh Everett  
Notary Public State of Florida



**ARTICLE X**  
**RESTRICTIVE COVENANTS**

Adopted and Amended on February 23, 2022  
By the Board of Directors for  
Millennia Park Homeowners Association, Inc.

Section 1. Applicability. This Article X contains restrictive covenants applicable to the use of all or certain portions of the Property, as more particularly set forth herein (“**Use Restrictions**”). All Owners are hereby given notice that use of the Residential Property and the Common Property is bound, restricted and limited by the Use Restrictions, as they may be amended, expanded and otherwise modified consistent with the provisions of this Article X. Each Owner, by acceptance of a deed or title to for any portion of the Property, hereby acknowledges and agrees that the use and enjoyment and marketability of the Residential Property can be affected by the Use Restrictions and that the Use Restrictions may change from time to time, and all purchasers of any portion of the Property are hereby placed on notice that the Use Restrictions as initially set forth in this Article X may have been amended, expanded or otherwise modified. Copies of the current Use Restrictions may be obtained from the Association. The Use Restrictions shall be applicable to such portions of the Property immediately upon conveyance thereof by the Declarant. The Use Restrictions do not, however, constitute all restrictions, restraints, criteria, conditions or constraints associated with the development of the Property and the Property is also subject to restrictions, restraints, criteria, conditions or constraints as set forth in any and all permits or approvals applicable to development of the Property, including, but not limited to, all such restrictions, restraints, criteria, conditions or constraints set forth in any Plat or PSP/DP.

Section 2. Land Use and Building Type. No Lot, nor building on a Lot, shall be used for any purpose other than residential purposes and no Lot shall have more than one (1) residential structure. ~~Temporary uses by Declarant and its affiliates or assigns for model homes, sales displays, parking lots, sales offices, and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes, improvements, installations, alterations and/or construction may be made in buildings erected on Lot by the Declarant or its affiliates without the written consent of the ARB or the Board of Directors as provided herein, except the Association may convert space in the Clubhouse to office space to provide for onsite management at such time it is feasible to provide onsite management as determined by the Board of Directors. Such right to provide onsite management does not require the Association to provide onsite management. No changes, improvements, installations, alterations and/or construction to Residential Property may be made without the written consent of the ARB or the Board of Directors as provided herein. Any changes, improvements, installations, alterations and/or construction to Residential Property which do not have an approved ARB application are not subject to the notice requirements of Article IX, “Architectural Control,” as such Article IX does not address unapproved changes, improvements, installations, alterations and/or construction and such Article IX addresses non-compliance with approved ARB applications only. ***All ARB applications must have the written signature of approval of a member of the Board of Directors or ARB. ALL ARB APPLICATIONS ARE APPROVED CONDITIONAL PENDING ANY REQUIRED PERMITS FROM ORANGE COUNTY AND/OR THE CITY OF ORLANDO.***~~

**The community association manager does not have authority to sign and approve ARB applications. All incomplete applications which are missing the required documents, samples, signature and date, and information are deemed incomplete and will be automatically denied. The Owner may submit another application with the required information. The Owner is responsible for submitting a completed application.**

Section 3. Inspection and Noncompliance. The ARB or the Board of Directors shall have the right to enter upon and inspect any Lot at any time prior to, during or after changes, improvements, installations, alterations and/or construction of or on any Lot without a written approval of an ARB application and/or permits as required by the City of Orlando and/or Orange County. The ARB, Board of Directors, or any agent of the Association shall provide the Owner of any Lot of the unapproved changes, improvements, installations, alterations and/or construction and such Owner shall immediately remove any such changes, improvements, installations, alterations and/or construction and restore the Lot to its condition.

~~Section 3.~~ Section 4. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Declarant, or any assignee of the Declarant, in dredging water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, and the activities of Declarant, or any assignee of the Declarant, or any Owner in connection with the installation of wells, pumps or sprinkler systems, as approved by the Association, shall be in compliance with applicable governmental requirements.

~~Section 4.~~ Section 5. Subdivision or Partition. No portion of the Property or a Lot shall be subdivided or partitioned.

~~Section 5.~~ Section 6. Use of Utility Easement Areas. Utility easements, conservation easements and drainage easements are reserved as shown on the recorded plats covering the Property, as provided in this Declaration, recorded in the Official Records of Orange County, Florida, or as established by stand alone easement documents. No structure, planting or other material may be placed or permitted in these easements that will interfere with or prevent the maintenance of utilities, conservation and/or drainage. Specifically, no easement may be enclosed by fences, shrubs, pavers or plants. The area of each Lot included within these easement areas shall be maintained continuously by the Owner of the Lot, except as may be provided herein to the contrary and except for installations for which a public authority, agency or utility company is responsible. All utilities and lines within the ~~subdivision~~ Property, whether in the street rights-of-way or in utility easements, shall be installed and maintained underground. Use of conservation areas and/or drainage easements for recreational purposes is strictly prohibited. Owners shall not feed any wildlife or stray animals in the conservation areas and/or drainage easements.

~~Section 6.~~ Section 7. Restriction Against Short Term Rentals and Sub-Leasing. There shall be no “short term” rental or sub-leasing of any dwelling or Lot, or portions thereof, on any Lot. For the purposes of this Declaration, a “**short term**” rental shall be defined as any rental for a period of less than six (6) full calendar months. To help facilitate the issuance of gate cards, key fobs, passes and access to common areas, each owner must provide a copy of the lease and/or rental agreement to the management company in order to authorize the issuance of gate cards, key fobs and passes.

Section 7 Intentionally Left Blank and deleted

Section 8. Garages. A private enclosed garage for not less than two (2) cars or vehicles, with at least one single overhead door, must be constructed and maintained at all times in conjunction with any residence constructed on each Lot. No additional garage may be constructed on a an improved Lot, unless the ARB has first approved the plans nor prior to the construction of a residence on the Lot. All garages must have garage doors that are operated by electric garage door openers that are, at all times, kept in good, safe, and operable condition, and all garage doors must remain closed at all times, save and except only for the temporary opening of the same in connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored in a garage. For the purposes of this Declaration “items customarily kept or stored in a garage” do not include inventory or supplies for the operation of an Owner or Resident’s business.

Section 9. Driveways and Sidewalks. All driveways that load to a street (i.e., driveways that do not load into an alley) must be constructed of driveway pavers. All driveways shall be continuously maintained from the garage front to the street/alley abutting the Lot. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be acceptable by the ARB or Board of Directors. All sidewalks adjacent to a Lot are to be maintained by the Owner of the Lot and must be free and clear of mildew and/or standing water.

Section 10. Additional Structures. No outbuilding, garages, shed, tent, trailer, pergola, outdoor kitchen, screen enclosure, concrete or pavers, decking, or temporary building of any kind shall be erected or constructed without the prior written authorization of the ARB or Board of Directors, which shall only be approved provided that the proposed structure is in harmony with the architecture of the main residence, ~~and~~ does not detract from the appearance of the ~~subdivision~~ Property, or negatively impact property values in the subdivision Property, or are in violation of any local ordinances and water management district restrictions, including, but not limited to, the prohibition by such ordinances and water management district restrictions requiring 30% of each lot to be sod and/or landscaping.

Section 11. Walls, Fences, Hedges, Pavers and Hurricane Panels. No fence, wall or other similar structure shall be erected on any Lot unless the materials and color are in accordance with such standards as may be adopted by the ARB and/or the Board of Directors and the location, and dimensions thereof are marked on a survey or site plan or site plan, submitted with sample colors and/or materials along with an ARB application, and approved in writing by the ARB or the Board of Directors. All fences shall be constructed of powder coated aluminum or PVC fencing of a style from time to time approved by the ARB and/or Board of Directors. The ARB and/or the Board of Directors shall have the right to adopt such standards as it deems advisable in regard to the location and height of and colors and materials for any fences or walls installed within the Residential Properties. In no event shall any wall or fence exceed six (6) feet in height.

In no event shall a fence be erected in the easements on any Lot, along a sidewalk and/or erected in any way to block the line of sight of traffic. All Lots with a property line adjacent to

a sidewalk have a minimum setback of six (6) feet; however, such Lot may have a ten (10) foot utility easement and each Owner of the Lot has sole responsibility determine the applicable setback or easement and comply with the setback and/or easement requirements applicable to their Lot. Any fence installed in violation of these requirements is subject to immediate removal upon notice of such violation.

Should a privacy fence be approved by the ARB or Board of Directors for installation, it is agreed and understood that such fence will be six (6) ~~feet~~ feet in height with a self-closing gate. No chain link, wood, livestock or barb-wire fences shall be installed on any Lot under any circumstances. No Owner shall make or permit any opening to be made in any Declarant or Association erected wall or fence, except as such opening is installed by the Declarant or Association. No building wall or masonry wall or fence of any kind, or any association landscaping or buffer improvements, shall be demolished or removed without the prior written consent of the ~~Declarant~~ Association and the Architectural Review Board and/or the Board of Directors. Declarant shall have the right, but not the obligation to assign all or any portion of its rights and privileges under this Section 11 to the Association.

Any dispute as to the height, length, type, design, composition or material shall be resolved by the ARB or Board of Directors, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any improvement unless written approved by the ARB or Board of Directors. All hurricane or storm shutters may be installed on or stored on the exterior of any improvement of any Lot one week before an anticipated landfall of a hurricane or storm and must be removed one week after such landfall unless written approved by the ARB or Board of Directors or such landfall prohibits ingress and egress to the Lot.

Section 12. Landscaping. A landscaping plan for each Lot or building must be submitted to and approved by the ARB or Board of Directors in writing. Unless the ARB or Board of Directors finds that extenuating circumstances exist, the ARB shall not approve any landscaping plan that does not include elements such as sod, trees, shrubs, ground cover and full irrigation systems in front yards, side yards and between the sidewalks and roadway curbs. Sod ~~must be Floratam St. Augustine grass or its equivalent, and~~ will be required on all yards. Prior to completion of any changes, improvements, installations, alterations and/or construction of a residence upon any Lot, the Owner thereof shall be required to plant required shade trees. In the event any such shade trees on any Lot shall die or become diseased, as determined by a certified arborist, the Owner thereof shall replace the tree(s) within thirty (30) days. All Lots must be kept mowed, edged and free of weeds with all shrubs and trees trimmed and pruned. The Association has the right, but not the obligation, to have any Lot with grass in excess of 8" mowed at the Owner's expense and such charge shall be added to the Owner's account and be the responsibility of the Owner.

A ~~Xeriscape~~ or Florida-friendly landscape landscaping plan designed and constructed in accordance with the definition of such terms in section ~~737.185~~ 720.3075(4)(a) and (b), Florida Statutes ("the Statute"), as amended from time to time, shall be permitted. Any ~~Xeriscape~~ or Florida-friendly landscape landscaping plan shall be subject to review and written approval by the ARB or Board of Directors, consistent with the terms of this Declaration and the Rules and Regulations of the ~~ARB Association~~, including, but not necessarily limited to, any Rules and Regulations of the ~~ARB Association~~ or Use Restrictions enacted by the Association governing the implementation of ~~Xeriscape~~ or Florida-friendly landscape landscaping plans within the

Property. The Association can require modifications to the Florida-friendly landscape landscaping plan as long as the modifications are not inconsistent with the Statute.

Section 13. Maintenance. Except as and to the extent that maintenance obligations are specifically assigned to and performed by the Association, each Owner shall maintain its Residential Property, including all landscaping and improvements, in a manner consistent with this Declaration, the Rules and Regulations of the Association and the Community-Wide Standard, including, but not limited to, maintaining and irrigating the lawns and landscaping lying between the boundary of such Owner's Residential Property and any public right-of-way or any community wall or fence; provided, however, that no Owner shall remove any trees, shrubs or other vegetation from these areas outside such Owner's Residential Property without the prior written approval of the Association. All Owners maintain the exterior of their dwellings and must repair damages to their dwellings within thirty (30) days of notice of any violation, including, but not limited to repairs to stucco, paint, trim, windows, doors, sidewalks, driveways, walkways and garage doors.

Section 14. Mailboxes. No mailbox or paper box or other receptacle of any kind for the use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design, color and type of said material for said boxes or receptacles shall have been approved in writing by the ARB or Board of Directors. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to the individual dwellings, the type and placement of such receptacles shall be determined in writing by the ARB or Board of Directors.

Section 15. Utility Connections. All connections for utilities including, but not limited to, potable water, reclaimed water, sewerage, electricity, gas, telephone and television or cable shall be underground from the proper connecting points to the improvement in such a manner to be acceptable by the governing utility authority.

Section 16. Approved Buildings. All construction, reconstruction and repair work shall be performed by a licensed residential building contractor approved by the Declarant, the Association, or the ARB. If a Lot has been sold to an approved contractor, any subsequent purchaser is required to comply with this paragraph.

Section 17. Pets, Livestock and Poultry. No livestock, poultry or animals of any kind, nature or description shall be kept, bred or raised upon any Lot; provided, however, that household, domesticated pets as allowed by the City of Orlando and Orange County code may be kept on each Lot so long as they are not kept, raised, or maintained thereon for any business, ~~or~~ commercial or illegal purposes, provided that they do not become a nuisance or annoyance and provided that no more than three (3) domesticated pets may be kept on any Lot at any one time. For the purposes of this section, a "nuisance or annoyance" is any pet allowed to run off leash, any unvaccinated pet, any pet allowed to approach or jump on other residents of the community uninvited, any pet allowed to defecate on property without the removal of the pet waste or any. All pets must be on a leash no more than six (6) feet in length and under the control of the Owner at all times. All pets must be vaccinated. All Owners must pick up pet waste. The keeping of pets shall be governed by these Use Restrictions and the Rules and Regulations of the ~~ARB~~ Association as well as Florida Statutes, Orange County and City of Orlando Ordinances and municipal codes. Dog houses/fenced runs and kennels shall be submitted for written approval by the ARB or Board of Directors.

Section 18. Commercial Trucks, Trailers, Campers, Recreational Vehicles and Boats; Parking Restrictions. No commercial vehicle, recreational vehicle (including, but not limited to, personal water craft, all-terrain vehicles, off-road vehicles, three-wheelers, two-wheeled dirt bike motorcycles, golf carts, go carts, and boats), camper, mobile home, motor home, boat, house trailer, boat trailer, utility trailer, or trailer of any other description, shall be permitted to be parked or to be stored at any place on Property unless the ~~Declarant~~ Association designates specifically certain spaces for some or all of the above. For the purposes of this Declaration, “commercial vehicles” is defined as any vehicle with commercial identification, commercial vehicle tags (license plates), or commercial equipment, including, but not limited to, ladder racks and tool boxes. Provisions for temporary visitation may be established by the ARB or the Board of Directors. This prohibition of parking shall not apply to temporary parking of commercial vehicles to provide for the services advertised on the vehicle, and such as for pick-up and delivery of personal packages (no commercial shipments) and other commercial services, nor to vehicles for personal use (including personal water craft, recreational vehicles, boats and boat trailers). The prohibition of parking of these vehicles does not apply to the parking of such vehicles which are stored within enclosed garages, and are in acceptable condition in the sole opinion of the Board (which favorable opinion shall be changed at any time), nor to any vehicles of Declarant or its affiliates or any building contractor designated by Declarant in writing. Under no circumstances shall any of the vehicles identified in this section be parked on the streets or in guest parking areas nor is the maintenance of such vehicles allowed in the streets, guest parking areas or on any Lot.

Owners are liable for any damages to any common areas, including, but not limited to gate entrances, when bringing vehicles of any kind into and out of the community, including vehicles of their Residents, Tenants, Guests and Invitees. The cost of the damages are the responsibility of the Owner and will be added to their account. Non-compliance with this paragraph will be enforced by any action in law or equity permitted under these documents and/or the provisions for imposing fines.

Any vehicle parked in violation of these or other restrictions contained herein, or in the ARB's Rules and Regulations, may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. No notice is required for vehicles parked on easements or any portion of a Lot other than the driveway, parked in the driveway apron (area of driveway between sidewalk and street, which is owned by the Association), parked in fire lanes, parked in red or yellow painted areas, parked in front of fire hydrants, parked within twenty (20) feet of any intersection or parked obstructing the flow of traffic. No notice is required for vehicles identified in the first paragraph of this section 18 parked on the streets or in guest parking areas. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal or statutory act, by reason of such towing and once the notice is posted, if so required under this Declaration or the Rules and Regulations, neither its removal, nor failure of the Owner to receive it for any other reasons, shall be ground for relief of any kind. For purposes of this paragraph, “vehicle” shall also mean campers, mobile homes, personal watercraft, all-terrain vehicles, boats, and trailers of any kind, and recreational vehicles; and an affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

No vehicles commonly known as “three-wheelers,” “two-wheel dirt bikes,” “all-terrain vehicles,” “go carts,” “off road vehicles” or any other form of similar motorized transportation shall be operated on the Property.

Notwithstanding anything in the foregoing to the contrary, each Residential Property shall have a garage large enough to accommodate at least two (2) cars. Garage doors shall remain in operating condition and shall remain in the down position at all times, except when moving cars or transporting items to and from the Residential Property through the garage. Residents shall park their cars in their garages or when not possible, in their driveways, but in no case along the street or the right-of-ways. Guest of Owners and/or residents shall be instructed by the Owner and/or Resident to ~~take great care in parking~~ to park in the driveway of the host whenever possible, but if not possible to park in the guest parking areas. Proper authorization and a valid parking permit issued by the management company or the Association is required for overnight parking in guest parking areas (1:00 a.m. to 7:00 a.m.). Guests may park on the street short periods of time not to exceed six (6) hours, but in no instance shall Owners, Residents, Tenants, Guests or Invitees park any passenger vehicle more than twenty (20) feet in length on the street or in guest parking areas, park on the street between the hours of 1:00 a.m. to 7:00 a.m., park on the street between the hours of 7:00 a.m. to 8:30 p.m. on Tuesdays and Fridays or park on the street between the hours 5:30 p.m. to 8:30 p.m. Monday through Friday. No Owners, Residents, Tenants, Guests or Invitees may park on both sides of the street (first car parked determines the side of the street others are allowed to park on).

For the safety of the residents of Millennia Park, owners and their tenants, guests, invitees and/or agents are required to comply with the posted speed limit and any traffic signs.

No vehicle covers (protective covers) allowed on parked vehicles. No washing, repairing or maintenance of vehicles allowed on streets or guest parking areas. No repairing or maintenance of vehicles allowed in driveways except for tire changes due to a flat tire, charging batteries, or similar emergency repairs. All vehicles must have valid tags and be operational at all times.

Section 19. No Outdoor Drying. No clothing, laundry or wash shall be aired or dried outside of any building or structure on an Lot and no outdoor drying apparatus shall be placed on any Lot, unless such clothing, laundry, wash or drying apparatus are fully screened from view from adjacent property and streets by fencing or landscaping. Such clothing, laundry, wash or drying apparatus shall not be placed outside before sunrise and shall be removed from the exterior of the Lot by sunset each day. Under no circumstances is clothing, laundry, wash or drying apparatus allowed to be placed on the front of any Lot, or the rear or side of any Lot adjacent to a street or alley unless screened by fencing or landscaping.

Section 20. Unit Air Conditioners, Screen of Equipment and Reflective Materials. No air conditioning units may be mounted in or through windows or walls ~~unless approved by the ARB~~ except central air conditioning units or heat pumps. No building on any Lot shall have any aluminum foil placed on any window or glass door or any reflective material or other materials (except for standard window treatments) placed on any window or glass, except such as may be approved in writing by the ARB or the Board of Directors for energy conservation purposes. All central air conditioning units or heat pumps, l.p. tanks, and pool pumps and other equipment must be screened from view from the street by a thirty inch (30”) high shrub or approved fencing or if the rear yard of the Lot abuts a water retention area or pond, then



screened from view from the water retention area or pond by appropriate landscaping. All masonry walls and ~~wood~~ fences erected for such purposes must be painted and be within the color scheme of the building. All such fences and walls shall be maintained by Owner. The placement of air conditioning units or heat pumps in side yards is not permitted.

Section 21. Exterior Antennas. No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of eighteen inches (18”) in diameter shall be permitted on any Lot or improvement thereon, except that ~~Declarant and its affiliates~~ shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines. The location of any approved satellite dish must be approved in writing by the ARB or the Board of Directors, which may require appropriate screening; provided, however, that the satellite dish shall be allowed in the least obtrusive location where the satellite signal may be received.

Section 22. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Declarant or its affiliates during construction periods unless required by local ordinances or municipal codes during reconstruction of any structure after casualty.

Section 23. Skateboard Ramps. No ramps or other structures for skateboards, roller blades, scooters or similar equipment shall be permitted on any Lot or on the Property at any time.

Section 24. Solar Heating Panels. For aesthetic purposes, the location, type and design of solar heating panels must be approved in writing by the ARB or the Board of Directors prior to installation, which may require landscape screening if not placed on the roof of the building.

Section 25. Basketball Goals and Equipment. No basketball goals, backboards, poles or other equipment may be installed, located or maintained on any Lot other than temporary basketball goals which are used in driveways and which must be stored inside a garage or other permitted structure on a Lot when not in use.

Section 26. Children’s Play Structures. Prior to the placement on any Lot, the location of any children’s play structure, whether temporary or permanent, shall be approved in writing by the ARB or the Board of Directors in its sole discretion. Children’s play structures shall not have any material coverings or canopies except those approved in writing by the ARB or the Board of Directors, which may require a specific type, design, material and color. The ARB or the Board of Directors, in its sole discretion, may require children’s play structures to be partially screened by landscaping, trees, fences or walls. Playground structures must be positioned in the rear yard of the residence and no closer than ten feet (10’) from the side property line. This section applies to trampolines.

Section 27. Outside Storage and Storage Sheds. Outside storage and/or storage sheds or similar structures are not permitted on any Residential Property or Lot.

Section 28. Owner’s Obligation to Rebuild. If all or any portion of a structure or improvement on any Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such structure in a manner which will substantially resort it to its appearance and condition immediately prior

to the casualty; provided, however, that the foregoing obligation of an Owner to rebuild, repair or reconstruct shall not apply to the extent that maintenance obligations are assigned to and performed by the Association pursuant to ~~Section 13 of this Article 10~~ Article X, Section 13. Reconstruction shall be undertaken within two (2) months after the damage occurs, unless prevented by governmental authority, in which case reconstruction shall be undertaken within the time allowed by governmental authority. Owners are obligated to secure any Lot damaged or destroyed by fire or other casualty to prevent trespass and/or injury by and/or to any person.

Section 29. Soliciting. No soliciting shall be allowed at any time within the Property.

Section 30. Drainage. All stormwater from any Lot shall drain into or onto contiguous or adjacent street right-of-ways, drainage easements, or retention areas, all in accordance with the applicable governmental approvals. Stormwater from any Lot shall not be permitted or allowed to drain or flow unnaturally onto, over, under, across or under any contiguous or adjacent Lot unless a drainage easement shall exist for same and same is done in accordance with any and all applicable governmental permits and approvals. All work done on any Lot affecting or pertaining to the Lot grade, original drainage plan, the flow of surface water, stormwater drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be in accordance with the site grading and drainage plans for the Lot as approved by the City of Orlando with written approval by the ARB or Board of Directors. Owners are specifically on notice a rear yard cannot be covered 100% in pavers or concrete and installation of additional pavers and concrete on any Lot must provide for 30% of the Lot to be sod and/or landscaping as required by local ordinances, municipal codes and restrictions imposed by the water management district.

Section 31. Flags. Display of flags is permitted on Lots only as and to the extent permitted, pursuant to Section 720.304, Florida Statutes, as amended from time to time.

Section 32. Solar Equipment. No solar heating equipment or devices are permitted outside of any enclosed structure on any Lot, except such devices whose installation and use is protected by federal and Florida law. Notwithstanding such protection, an application for such equipment or device must be submitted for written approval to the ARB or Board of Directors prior to the installation and approval and will be granted only if: (i) such equipment or device is designed for minimal visual intrusion when installed (i.e., located in a manner which minimizes visibility from the street or any adjacent Lot and is consistent with the Community Wide Standard); and (ii) the equipment or device complies to the maximum extent feasible with the ARB requirements.

Section 33. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style which are pre-approved by the ARB or Board of Directors. Such containers shall be screened from view outside of the Lot except when they are being made available for collection and such screening must be submitted for written approval by the ARB or Board of Directors. Storing of trash containers on the side of the building without screening is not permitted. Such containers must be stored in garage if there is no approved screening. Such containers shall be placed outside the day before collection and must be removed the same day after collection. Rubbish, trash and garbage must be removed from Lots and may not be permitted to accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot. Plant and tree debris and clippings must be stored in garage or screened areas until the night before collection.

Section 34. Spa and Pool Equipment. All spa and pool equipment stored on any Lot shall be blocked from view from outside the Lot. No above ground pools shall be installed on any Lot. All spas and pools must have written approval by the ARB or Board of Directors prior to installation.

Section 35. Street Lighting. Street lighting shall be provided in accordance with the City of Orlando subdivision regulations. All lighting shall be maintained by the Association and/ or the appropriate utility provider, its successors and assigns.

Section 36. Use of Name "Millennia Park". No Owner shall use the name "Millennia Park" or any logo associated with such name and used by the Declaration, its successors and assigns, in connection with the Property, or any derivative of such name or logo in any printed or promotional material or in any activity, without the ~~Declarant's~~ Association's prior written consent. ~~Declarant~~ Association may, however, use such names and logs with respect to any property or other development activities of the Declarant Association, without the consent of any party, including any Owner.

Section 37. Signs. No sign, poster, display, billboard or ~~other~~ advertising device of any kind shall be displayed to the public view on any portion of a Lot or on Common Property without the prior written consent of the ARB or Board of Directors. ~~Except signs, regardless of size used by the Declarant, its successors or assigns, including builders for advertising during construction, sales and leasing period.~~ No sign, poster, display, billboard or advertising device of any kind shall be permitted to be placed inside a Residential Property or on the outside walls of the Residential Property so as to be visible from the exterior, nor on any Common Area, or on any dedicated streets, drainage easement areas, conservation area, entry way or any other dedicated areas. No sign, poster, display, billboard or advertising device are permitted on or in any vehicles within the Property. However, one (1) discreet, professionally prepared "For Sale" or "For Lease" sign not more than four (4) square feet may be placed on the street side of the Lot, subject to prior written approval by the ARB or Board of Directors. Any Owner shall place only one "For Sale" or "For Lease" sign up at a time, even if such Owner owns multiple Lots, and whether or not such Lots are adjacent to each other.

Section 38. Window Treatments. Any window treatments installed within any house constructed on a Lot that are visible from adjoining Lots or Common Streets and Roads shall be limited to white or off-white.

Section 39. Lakes and Ponds. No fishing, boating, swimming or any other type of recreational activity shall be permitted in or around the lakes and ponds.

Section 40. Outdoor Kitchens, Fireplaces and Outdoor Rooms. Any outdoor kitchen, fireplace or outdoor room, whether enclosed or not enclosed, shall require written approval by the ARB or Board of Directors and such application for approval shall be submitted in accordance with the Article IX and Article X. Owners are required to obtain permits from the City of Orlando.

Section 41. Pavers and Concrete. The installation of additional pavers and/or additional concrete slabs, other than those originally installed on the Lot when the dwelling was built, require an ARB application to be submitted to the ARB or the Board of Directors for approval.

No installations can begin prior to receiving the written approval. All ARB applications must contain a copy of the survey or site plan or site plan with the location of planned installation indicated on the survey or site plan or site plan. The ARB application must indicate the square footage of the planned installation, the square footage of the Lot (which can be found on the Orange County Property Appraisers website: <https://ocpaweb.ocpafl.org/dashboard>), and must indicate the square footage of existing structures, walkways, driveways, and any other existing paved or concrete areas. Pavers in rear and/or yards cannot more than 50% of the rear and/or side yard. All Lots must have a minimum of 30% sod and/or landscaping. Owners who violate the requirement for Lots to be a minimum of 30% sod and/or landscaping will be responsible to the Association for any monetary penalties imposed against the Association by governmental agencies for such a violation. No installation shall be constructed to create stormwater runoff onto another Lot.

Section 42. Painting. All Owners must submit an ARB application to the ARB or the Board of Directors for approval prior to painting their dwelling or any structure. All applications must include a color sample and indicate where each color of paint will be applied.

Section 43. Lease or Rental Properties. In accordance with Article X, Section 40, Subsection C (now Section 46 below) of the original Declaration all leased or rental properties, i.e., properties not owner occupied, are limited to two occupants per bedroom. All leases and rental agreements must be furnished to the Association for the issuance of devices, keys, passes and stickers for access to the Property and for use of Common Areas.

Section 44. Entry Gates. Owners, Residents, Tenants, Guests and/or Invitees entering the Property through the gates do so in a manner as to not damage the gates. No tailgating is permitted. Each Owner is responsible for the cost to repair any damages to the gates or any other common area resulting from the use of the gates or common areas by the Owner, their Residents, Tenants, Guests and/or Invitees and the cost to repair such damage will be added to the Owner's account.

Section 44. Nuisance. No Owner, Resident, Tenants, Guests and/or Invitees may engage in activities on any Lot, within any dwelling or on or in Common Areas which create monetary costs for the Association or create a danger to the health or safety of other Owners, Residents, Tenants, Guests or Invitees or that cause offensive odors, generate excessive noise or excessive traffic, that create unsightly conditions visible outside of the dwelling, or that create an unreasonable source of annoyance or nuisance to other Owners, their family, Tenants, Guests or Invitees. For the purposes of this section an "annoyance or nuisance" shall be any violation of these Use Restrictions, the Declaration, the Rules and Regulations, state law or local ordinances and municipal codes and includes, but is not limited to, civil unrest, criminal activity, traffic violations, unlawful assembly, use of common areas to the exclusion of others, disturbing the peace, trespass, the use of threats and operating a business from any dwelling which requires employees, clients, agents, invitees or vendors to enter into the Property for the purposes of engaging with the Owner at the Residential Property.

Section 45. Enforcement. All violations of this Article X shall require the Owner and/Resident, Tenants, Guests or Invitees to bring the Lot into or their activities into compliance with this Article X upon fifteen (15) days written notice except that violations involving the changes, improvements, installations, alterations and/or construction to a Lot without the submittal of an ARB form or an ARB form which was denied and/or conduct which

involves the health and safety of others. Such a violation for unapproved changes, improvements, installations, alterations and/or construction to a Lot without an approved ARB form and/or conduct involving the health and safety of others shall require the Owner to immediately cease and desist all unapproved changes, improvements, installations, alterations and/or construction on the Lot or cease the conduct which involves the health and safety of other Owners, their families, Tenants, Guests, and Invitees. Such Owner who commits violations involving the unapproved changes, improvements, installations, alterations and/or construction to a Lot without an approved ARB form and/or conduct which involves the health and safety of others shall be responsible to the Association for all fees and costs incurred for the enforcement of these Use Restrictions including, but not limited to, all legal fees and costs incurred, whether such legal fees and costs are incurred with or without litigation, including pre-suit mediation, litigation and appellate fees and costs.

All other violations under this ARTICLE X will be subject to receiving a violation notice and require the Owner to bring the property into compliance within fifteen (15) days. Should the violation still exist after the fifteen (15) day notice, the Association, at the discretion of the Board of Directors, may implement the fining procedures, and/or refer the matter to the association attorney for pre-suit mediation depending on the nature of the violation.

The Millennia Park Homeowners Association shall have, at all times, direct enforcement rights against the Owners, Members, Residents, Tenants, Guests and Invitees, jointly or severally, to enforce these Rules and Regulations and/or any other provision of the governing documents.

~~Section 40.~~ Section 46. Amendment to Use Restrictions. In furtherance of the purposes of this Declaration, ~~Declarant~~ Association and the Owners acknowledge the need for an ability to respond to unforeseen problems, changes in circumstances, conditions, needs, desires, trends and technology which affect the Property and Owners, and in furtherance thereof ~~Declarant Association~~ hereby establishes that the Association shall have the ability to enact, modify, expand, create exceptions to, limit, cancel and/or otherwise amend the Use Restrictions (for purposes of this Article X, hereinafter an “**Amendment**,” all upon the terms and conditions as set forth in this Article X. ~~Notwithstanding anything in the foregoing to the contrary, no Amendment of the Use Restrictions shall be permitted without the express written consent of the Declarant as long as the Declarant shall own at least five (5%) of the total number of Lots and Units within the Residential Property.~~ Additionally, No Amendment of the Use Restrictions may be made in violation of the following provisions, except as may be specifically provided for in this Declaration:

- A. Similarly situated Owners shall, to the extent reasonable ~~practicable~~-practical, be treated similarly.
- B. No Amendment of the Use Restrictions may abridge the rights of Owners to display religious and holiday signs, symbols and decorations inside dwellings on their Lots except that the Board may adopt time, plan and manner restrictions with respect to displays visible from outside the dwelling.
- C. No Amendment of the Use Restrictions may interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to limit the total number of occupants

permitted in each dwelling within rental property on the basis of size and facilities of the dwelling constructed on the Lot and such Lot's occupants' fair use of the Common Property.

- D. No Amendment of the Use Restrictions may interfere with the activities carried on within a dwelling, except that the Association may prohibit activities not normally associated with property restricted to residential use, and any activities that create monetary costs for the Association or other Owners, that create a danger to health or safety of other Owners Resident, tenants, guests or invitees, that cause offensive odors, that generate excessive noise or traffic, that cause unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance other Owners, their family, tenants, guest or invitees.
- E. No Amendment of the Use Restrictions may require an Owner to dispose of personal property which it maintained in or on its Residential Property prior to the effective date of such Amendment of the Use Restriction, provided that such personal property was maintained, or such occupancy was in compliance with the Declaration and all Use Restrictions previously in force.

~~Section 41.~~ Section 47. Additional City Imposed Restrictions. In addition to the aforescribed Use Restrictions, the Property shall also be subject to any restrictive covenants that are required to be imposed upon the Property in satisfaction of the requirements imposed by the City of Orlando, including, but not limited to, restrictions in conjunction with the approval of a PSP/DP for the Property (“**City Use Restrictions**”) which City Use Restrictions shall constitute Use Restrictions for the purpose of this Declaration, subject to all of the foregoing terms and provisions of this Article X, except as and to the extent modified in accordance with this Section 41 45. In the event of any inconsistency between the Use Restrictions set for in Sections 1 through Section 47 of this Article X, and the City Use Restrictions, then whichever of such Use Restrictions or the City Use Restrictions is more stringent, more restrictive, or which creates a higher standard, shall be controlling.

Notwithstanding anything to the contrary contained in this Declaration, the City Use Restrictions may not be amended, removed, or superseded without prior written approval of the City Commission, which approval may be withheld in the Commission's sole discretion. Additionally, the City Use Restrictions may be enforced by the Association or any person owning any part of the Property. Lastly, the City shall have the right, but not the duty, to enforce the City Use Restrictions in the same manner as it enforces its ordinances and regulations.

~~Section 42.~~ Section 48. Additional FDEP Imposed Restrictions. The Property is located on or near portions of the former Cypress Creek Golf Course upon which certain agrichemicals, including but not limited to herbicides, pesticides, and fertilizers were lawfully applied, resulting in certain arsenic soil impacts. Portions of the Property have been or are being remediated to remove the identified arsenic impacted soil from all Lots and any community parks and to properly manage soils from the former Cypress Creek Golf Course in accordance with Florida laws and regulations and in cooperation with the Florida Department of Environmental Protection (“**FDEP**”) (the “**Soil Management**”).

**Activities**”). The Soil Management Activities, when complete, will include the recording of use restrictions on portions of the Property other than the Lots, as well as a restriction on the Lots prohibiting any use of groundwater from the Lots, including, but not limited to, as a source of potable water for irrigation (“**FDEP Restrictions**”). All Owners shall be deemed to have taken title to its Residential Property with knowledge of, and subject to the afore described risks and use restrictions and shall be deemed to release Declarant and the Association from any and all liability associated with the afore described risks, and further to have agreed to indemnify and hold Declarant and the Association harmless from and against any demands, actions, causes of action, suits, judgments, claims, liabilities, or damages (“claims”) arising from or related to the afore described risks or any violation of the afore described use restrictions by Owner or any family member, guest, invitee, tenant, employee, agent or other representative of Owner or any of Owner’s successors or assigns, including but not limited to any person or entity that is a successor or assign of Owner’s rights, title or interest in the Residential Property from or through an Owner, directly or indirectly, or is on or near the Residential Property as a direct or indirect family member, guest, invitee, tenant, employee, agent or other representative of Owner or any part of Owner’s successors or assigns.

To the extent this Declaration or any Plat grants Owner the right to use any portion of the Property that is subject to the FDEP Restrictions, such use shall be subject and subordinate to the FDEP Restrictions. The purpose and the powers of the Association shall also include responsibility for all aspects of compliance with FDEP Restrictions, including, without limitation, responsibility for all aspects of compliance with FDEP Restrictions, including without limitation, responsibility to complete and fulfill any and all obligations the Declarant, as may be required by the FDEP Restrictions, including, without limitation, responsibility to complete and fulfill any and all obligations of the Declarant, as may be required by the FDEP Restrictions, including but not limited to, enforcing compliance with all maintenance and inspection protocols set forth in the FDEP Restrictions.

The FDEP Restrictions may not be amended, removed or superseded without the prior approval of the Declarant and FDEP, which approval may be withheld in Declarant’s or FDEP’s sole discretion. Additionally, FDEP Restrictions may be enforced by the Association..

Section 49. Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions, and restrictions set forth in this Article X set or establish minimum standards in excess of applicable governmental regulations, including without limitation, building, zoning, land use and environmental regulations, the covenants, conditions and restrictions set forth in this Article X shall take precedence and prevail over less stringent governmental regulations.

Section 50. Conflict Between Documents. Should there be any conflicts between this Article X and any provision of any other Association document, including the Declaration, this Article X prevails.