

## **ARTICLE XVII. OCCUPANCY AND USE RESTRICTIONS**

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

**17.1 Occupancy.** Each Unit shall be used as a residence only. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, other than family of the Unit Owner or other person(s) who permanently cohabitates in the Unit with the Unit Owner, occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, a person shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 17 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with same with due regard for such purpose.

The rights of the Unit Owners to use any portion of the Association Property and/or the Common Elements shall be limited to the extent granted in, and subject to the restrictions of Section 3.4(d) hereof, and the obligation for the payment of assessments as set forth in this Declaration.

**17.2 Age.** There is no minimum age restriction or restriction on children occupying Units subject to Section 17.1 above.

**17.3 Pets.** Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain two (2) household pets (except fish for which there is no limit on the number) in his Unit, to be limited to dogs and/or cats (or other household pets defined as such and specifically permitted by the Association such as fish and caged (domestic type birds), provided that such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not kept, bred or maintained for any commercial purpose; (c) not left unattended on balconies

or in lanai areas, (d) generally, not a nuisance or safety hazard to residents of other Units or of neighboring buildings and (e) not a pit bull or other breed considered to be dangerous by the Board of Directors and prohibited by the Rules and Regulations; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall, and does hereby fully indemnify and hold harmless the Board of Directors, each Unit Owner and the Association in such regard. Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. Under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular the "Pit Bull", (as hereinafter defined), Chow, Doberman, Akita, German Shepard, Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. Exotic pets, snakes and other reptiles, pot-bellied pigs, chickens or other farm-type animals, or animals or pets other than dogs, cats, fish, and birds shall be prohibited. All pets (including cats) must be carried or kept on a leash no more than six (6) feet in length at all times when outside the Unit. No pet shall be permitted to roam free on condominium property, and all pets must comply with all applicable local government regulations or ordinances. Owners are responsible for picking up any and all pet waste to fully dispose of it in an appropriate trash receptacle. The failure to pick up pet waste, unreasonable barking, unreasonable aggression or safety hazards, and other violations of this provision shall constitute a nuisance. In the event that any pet kept on the premises shall constitute a nuisance in the opinion of a majority of the Board of Directors of the Association, then the owner, when so notified in writing, shall be required to immediately remove said pet from the premises. No pets may be kept on balconies when the Owner is not in the Unit. The Board shall have the authority to adopt reasonable rules and regulations regarding maintenance of any pet in the community, which may include, but shall not be limited to, the requirement to register all pets with the Association, the requirement to submit photographs of each such pet, the requirement to submit samples necessary to identify and register the pet's DNA, to require a non-refundable pet fee to be paid in an amount deemed appropriate by the Board in order to offset any costs associated with the general maintenance and cleanup of such pets and damages or costs incurred by the Association upon a violation of the pet restrictions, and/or to impose additional weight and/or breed restrictions. Feeding of birds or wild and/or stray animals shall be prohibited, unless otherwise permitted by written rules and regulations adopted by the Board.

**17.4 Alterations.** Without limiting the generality of Section 9.1 hereof, but subject to Section 10 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof).

**17.5 Use of Common Elements.** The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

**17.6 Nuisances.** No nuisances (as defined by the Association) shall be allowed on the Condominium Property. Unreasonable sounds, lights, odors, smoke, visual appearances, or conduct or use of the units or common property caused or committed by any owner, tenant, guest, their vehicles, musical instruments/stereos/televisions, pets, or other conditions that

become an unreasonable annoyance, or otherwise unreasonably interfere with the peaceful possession and proper use of the condominium property by residents or guests shall be prohibited. The Board shall have the discretion to determine nuisances in the community, and all nuisance activity must be immediately ceased upon notice from the Association. The owner shall be responsible for any and all costs or expenses associated with nuisances caused by the owner, tenant, occupant or guest of the unit. All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium property. No activity specifically permitted by this Declaration shall be deemed a nuisance.

**17.7 No Improper Uses.** No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.7. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.

**17.8 Floor Coverings.** Without limiting the generality of the approval requirements set forth in Section 9 of this Declaration, no hard-surfaced floor coverings such as wood, tile, marble and stone shall be installed in any second floor Unit or its appurtenant Limited Common Elements unless same is installed with sound-absorbing backing meeting the requirements, from time to time, of the Association. No hard-surfaced floor coverings such as wood, tile, marble or stone shall be installed on any first floor unit or its appurtenant Limited Common Element unless same is installed with moisture barrier material which meets the requirements adopted by the Board from time to time. Prior to installation of such floor coverings, the Owner must submit an application to the Board providing the information and samples necessary for the Board to determine whether the proposed floor covering and appropriate sound and moisture barriers meet the Board's requirements and sound absorption and moisture barrier standards. Any such flooring that is installed in violation of this provision, or that does not meet the minimum standards for sound-absorption at the time the flooring was installed must be immediately removed upon notice from the Association, at the owner's sole expense. Once the sound absorption and/or moisture barrier material has been installed, such material must be inspected by the Association prior to the hard-surfaced floor covering is installed.

**17.9 Exterior Improvements; Landscaping.** Without limiting the generality of Sections 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to: awnings, signs, storm shutters, screens, window tinting, furniture, generators, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.

**17.10 Relief by Association.** The Association shall have the power (but not the

obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

**17.11 Parking.** The Board shall have the authority to regulate parking throughout the community, and adopt reasonable rules and regulations. All vehicles must adequately fit into designated parking spaces and shall not be parked in any area that is not a designated or approved parking area. The Board shall have the authority to adopt additional rules and regulations regarding parking in the community, including but not limited to prohibition of repairs to vehicles on Association property, limitation on size, limitations on boats, trailers, recreational vehicles and similar items, or other reasonable rules designed to enhance safety and/or the appearance of the condominium property. The Board shall have the authority to tow any vehicle parked in violation of the Association's rules and regulations to the fullest extent permitted by law. Vehicles that continuously or repeatedly leak fluids or otherwise unreasonably damage the common elements or limited common elements may be required to be removed from the community, and the unit owner is responsible for any and all costs for damages to condominium property that requires the Board to incur additional expenses other than the typical expenses incurred in the periodic cleaning and maintenance of the common elements, as determined by the Board.

#### **ARTICLE XVIII. SELLING, MORTGAGING, OCCUPANCY AND LEASING OF UNITS**

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community, the occupancy, sale and transfer of Units shall be subject to the following provisions.

**18.1 Sales, Leases, and Transfers (including Gifts) of Units.** Unless otherwise provided herein, all sales, gifts, or other transfers of ownership interests in units and all tenant occupancy as described herein shall be required to receive the advance written approval of the Board or its authorized agent in order to be effective, in accordance with the application and approval process adopted by the Board. The Board may promulgate application forms that must be completed and provided to the Board in advance of the transfer, lease, or occupancy, and the Board may charge a non-refundable application fee in an amount up to the highest amount permitted by law. An application and required fee must be provided not less than fifteen (15) days prior to the proposed sale, transfer, lease, or occupancy. The application and approval process must take place before the close of any transfer, lease, or occupancy. The Board shall have the authority to perform credit and/or criminal background checks on all proposed purchasers, tenants, and occupants as a part of the application processes. The Board shall have the authority to adopt standards for qualifications of ownership, tenancy, and occupancy in regard to enforcing this provision including but not limited to the ability to deny transfers, leases, or occupancy based on qualifications adopted by the Board that are in the best interest of the safety and well-being of the community. In the event that a sale, transfer, or lease is disapproved by the Board, the Association shall have no obligation to purchase the unit or to provide an alternative transferee or tenant.

(a) **Exceptions:** The advance approval process shall not apply to sales or transfers as a result of a mortgage foreclosure or Association lien foreclosure sale, to any transfers by devise or inheritance, or any other similar non-voluntary transfer. However, all