

**PROPOSED  
AMENDMENT TO  
DECLARATION OF HOMEOWNERS OF  
OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.**

*[Substantial rewording of declaration. See provision for present Text. Provisions not explicitly addressed remain unchanged by this amendment.]*

**Article II  
PROPERTY RIGHTS**

Section 14. Parking. The Association shall be governed by the following restrictions regarding the parking of vehicles and use of the parking lot within the Association:

- (a) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. No vehicle may exceed the confines of the parking spaces. Resident parking shall be in the Homeowner's driveway or carport. The Lot Owner shall use such driveway or carport prior to using the common area parking. The maximum number of vehicles allowed per single family residence is two (2). Overnight guests shall obtain parking passes in advance of using the guest parking spaces on the Association property.
- (b) The speed limit in the Association shall be twenty (20) miles per hour unless otherwise posted. Violations of such speed limitations are subject to fining under Section 720.305 Florida Statute.
- (c) Owner agrees to notify all guest of the regulations regarding parking, to require guests to abide by such parking regulations, and to be jointly and severally responsible with Owner's guests for any violations, fines, fees, or damages incurred by the Owner's Guests. Guests may not park on the grass, within any common area not designated for parking, and may not park in the common areas so designated overnight.
- (d) No person shall park, store, keep or allow to be parked, stored or kept on any portion of the Association property any motor homes, commercial vehicles (for example but without exhaustion of possibility, dump trucks, motor homes, cement mixer trucks, oil or gas trucks, delivery vehicles of any type, vehicles with commercial advertising or signage for a business, or any vehicle which is registered as a commercial vehicle and/or which exhibits any commercial lettering on the outside of such vehicle including but not limited to magnetic or removable advertisements and vehicle wraps), recreational vehicles, mini-vans without full passenger accommodation and windows on all sides of the vehicle, dumpsters, storage containers, moving containers, van

campers, boats or other watercrafts, trailers, campers, or other motorized vehicles that are not four-wheel passenger automobiles, sports utility vehicles, passenger vans and passenger pick-up trucks at any time. Notwithstanding the foregoing, a commercial vehicle may be brought onto the Property temporarily by a contractor that has been hired by a resident or the Association during the time such contractor shall be performing work for that resident or the Association on a Lot or on the common elements; but under no circumstances may such vehicle be parked on the Property overnight. Notwithstanding the foregoing, Recreational Vehicles may be parked in a Lot Owners driveway, provided, it is concealed when not in operation.

- (e) No repairing of automobiles, trailers, boats, campers, or any other property of owner will be permitted on the property. While on the Association Property, no vehicle, either approved or unapproved pursuant to the terms of this Declaration, may be covered with a tarp, car cover, or other type of material or product designed to obscure the view of a vehicle and, or, protect the vehicle from the elements. However, a tarp, car cover, or other type of material may be used to protect the vehicle from the elements when the homeowner is not on Association property for extended periods of time, subsequent to written approval by the Board of Directors. Such approval may be rescinded by the Board at any time, without notice, and in the Board of Director's sole discretion. No vehicles which are inoperable, including those with expired registrations, may be parked or stored in driveways or any other common areas in the Association. No vehicle may be kept on blocks. No vehicles are permitted on the Property, which leak oil, brake fluid, transmission fluid or other fluid. Oil or fluid leaks into the parking areas are the responsibility of the owner of the vehicle. Any Damage from oil leaks will be repaired at the expense of the Owner of the Lot from which the offending motor vehicle originated. The sole exceptions to the repair restrictions of this Article shall be replacement of wiper fluid, replacement of wiper blades, and emergency repair limited to replacing a flat tire and replacing the battery.
- (f) No vehicle shall display signage of any type, including but not limited to, removable signs, for sale signs and political signs, for the purposes of this provision, bumper stickers shall not be considered signage. Any signage which is required to be displayed, by law, for the purposes of safety when utilizing and parking the vehicle, including but not limited to notices of disability, distance, handicap, and load shall not be considered a sign, for the purposes of this paragraph.
- (g) No Vehicle shall create a noxious condition on the Association property, by constituting a nuisance due to its noise level, disrepair, or exhaust levels. Such determinations may be made, but are not solely conditioned

upon, body damage, visible garbage, refuse, papers, and work materials in on or otherwise associated with the vehicle.

- (h) No vehicle shall remain parked and immobile in any single guest parking space for a period in excess of twenty-four (24) hours unless authorized by a parking pass to that effect.
- (i) Any vehicle parked in violation of this Declaration is subject to being towed and all costs and expense shall be paid by the owner of said vehicle. Parking of any vehicle on the Property contrary to the requirements of this Section shall constitute parking of such vehicle in an unauthorized location on the Property in violation of Chapter 715.07 Vehicles or Vessels parked on private property; towing, Florida Statutes, as that law now exists or may hereafter be amended from time to time, and the Association shall be permitted to avail itself of the rights provided in such Chapter, including without limitation the right to tow the vehicle from the Property after proper notice. The Board of Directors for the Association may institute guest and owner parking registration, including but not limited to, parking passes, in the future, without further amendment to this Declaration. The Association shall have the ability to adopt reasonable rules and regulations regarding the use of parking, parking spaces, and assignments of parking spaces in the Association. Such rules and regulations may include but not be limited to further vehicle descriptions that shall be limited in their ability to be parked at the Association as well as changes to the manner in which vehicle assignments are made and enforcement of guest, owner, and assigned parking occurs. All rules and regulations adopted by the Association which are not wholly inconsistent with this Declaration shall be authorized by this provision.