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10. Use Restrictions. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists.

10.1 Units. Each of the Units shall be occupied only as a single family residential dwelling by the Unit Owner, members of his family, his guests, invitees, and lessees, and in the case of lessees, their families, guests and invitees. So long as Developer owns a Unit, it or its agents may utilize a Unit or Units for a sales office, a model Unit or any other usage for the purpose of selling Units.

10.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities to the Units and the Unit Owners.

10.3 Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it, and all valid laws, zoning ordinances and regulations of the governmental bodies having jurisdiction shall be observed.

10.5 Leasing of Units. Leasing of apartment units is not restricted. Each unit owner may lease his apartment unit upon such terms and conditions as he may desire, provided that the lease of an apartment unit shall not discharge the apartment unit owner from compliance with any of his obligations and duties as an apartment unit owner. All of the terms and provisions of the Condominium Act, the Declaration, Articles of Incorporation, the By-Laws, and the rules and regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the rules and regulations of the Association, and the terms and provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.

10.6 Signs. No "For Sale" or "For Rent" signs or any other type of sign or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements or the Units, except for identification signs located on the exterior of the Building which are part of the original construction of the Building or signs which are located within the interior of the Building not visible to view from the exterior of the Building and except that the right is specifically reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Units it may from time to time own.

10.7 Parking Spaces. No trucks other than pick-up trucks with a capacity of less than or equal to one-half (1/2) ton, commercial vehicles, boats, house trailers, boat trailers, mobile homes, campers or trailers of any description shall be parked in any parking space except with the written consent of the Board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and such other services as may be necessary. The unassigned parking spaces shall be considered common elements available to all owners.

10.8 Rules and Regulations. Rules and Regulations concerning use of the Condominium Property shall be made by and may be amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Building upon request.

10.9 Clothes Drying. All outdoor drying of clothes by line, rack, balcony wall, railing or otherwise shall be prohibited.

10.10 Antennae. No television antennae or towers of any nature, except for satellite dishes not more than twenty-four (24) inches in diameter located above the garage and within five (5) feet of the east end of the garage, shall be erected on any part of the Condominium Property, and except that one television antenna or receiver may be used as a master antenna or receiver for each apartment building. Not more than three (3) HAM Radio Antennae may be erected by unit owners on the roof of the building. No such radio antennae may be more than twenty (20) feet in length. The right to erect said radio antennae shall be allocated to unit owners based upon the priority of unit owners based upon the priority of their request to erect such antennae made to the Association.

10.11 Cooking. No cooking of any nature whatsoever shall take place or be permitted on Unit balconies.

10.12 Pets. Owners, guests or lessees are not permitted to have dogs larger than lap dogs (small enough to be held in the owners' lap, and weighing less than 40 pounds) on condominium property or in the owners' units. Dogs, when not in owners' units must be on a leash and may be exercised on the condominium property in designated areas only. Owners, guests or lessees are liable for any damage to condominium property by action of his/her dog. Pet "accidents" occurring on any common area going to or coming from designated areas must be immediately cleaned up by the owner involved.

10.13 Children. There are no restrictions upon the residence of children.

10.14 Developer's Use. Until such time as Developer or its successors has completed all the contemplated improvements of the Condominium and closed the sale of all the Condominium Parcels, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Condominium Parcels. Developer or its successors and assigns may make such use of any unsold Units, and the Common Elements as may facilitate such completion and sale including but not limited to maintenance of a sales office, showing of the Units, and the display of signs.

11. Transfers of Condominium Parcels. There are none nor shall there be any restrictions or limitations upon the sale, transfer, conveyance, mortgaging, or other disposition of a Condominium Parcel.

12. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms and provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant thereto, as they all may be amended from time to time. Failure of a Unit Owner to comply shall entitle the Association or any aggrieved party to the following relief in addition to the remedies provided by the Condominium Act.

12.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act or neglect, or the act or neglect of any member of his family, his guests, employees, agents, invitees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.