

GARDENS III OF ST. ANDREWS PARK

RESTRICTIONS UPON USE

13. RESTRICTIONS UPON USE. No owner, tenant or other occupant of a condominium unit shall:

(a) use the unit for other than residence purposes (except that Developer may use a unit as a model for sales purposes);

(b) do any of the following without prior written consent of the Association Board of Directors: paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface; place any sunscreen, blind or awning on any exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building; plant any planting outside of a unit; erect any exterior lights or signs; place any signs or symbols in windows or on any exterior surface; erect or attach any structures or fixtures within the common elements; make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; nor fasten any objects to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure;

(c) permit loud and objectionable noises or obnoxious odors to emanate from the unit or the common elements which may cause a nuisance to the occupants of other units in the sole opinion of the board;

(d) make any use of a unit which violates any laws, ordinances or regulations of any governmental body;

(e) fail to conform to and abide by this declaration, the Articles of Incorporation and Bylaws of the Association, and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors access to the unit as permitted by the Condominium Act;

(f) erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Association Board of Directors;

(g) permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common property.

(h) commit or permit any public or private nuisance in the unit or in or on the common elements;

(i) divide or subdivide a unit for purpose of sale or lease except to the owner of an adjacent unit (however, a unit may be combined with an adjacent unit and occupied as one unit);

(j) obstruct the common way of ingress and egress to the other units or the common elements;

(k) hang any laundry, garments or other unsightly objects which are visible outside of the unit;

(l) allow anything to remain in the common elements which would be unsightly or hazardous;

(m) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, and or fail to keep the unit and the limited common elements appurtenant thereto in a clean and sanitary condition at all times;

(n) allow any fire or health hazard to exist in or about the unit;

(o) make use of the common elements in such a manner as to abridge the rights of the other unit owners to their use and enjoyment;

(p) rent or lease a single room or less than an entire unit;

(q) lease a unit for a period of less than one month;

(r) allow any animals to be kept in the unit other than one dog or one cat, ~~cages~~ birds, and small marine animals in aquariums, all of which shall be kept in conformity with the rules and regulations of the Board of Directors of the Association, provided that in the event any animal becomes a nuisance to the other unit owners in the sole opinion of the Board of Directors, such animal shall be removed from the unit immediately; or allow any authorized pets to use the common elements except when on a leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the common elements;

(s) park overnight any commercial truck, boats, camper, motor home, trailer, mobile home or similar vehicle in any parking area (other than in an enclosed garage), except as may be permitted in writing by the Board and except service vehicles during the time they are actually servicing the unit or common elements;

(t) store a golf cart any place other than in that unit's carport or garage; or

(u) enclose a lanai or patio without the written consent of the Board of Directors as to installation and design of the enclosure. Once any such enclosure is installed, maintenance thereof shall be the sole responsibility of the unit owner; or

(v) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain or portion of the common elements so as to harmfully affect any lawn or landscaping or pollute The Plantation drainage system.