

# **Courtside Condominium Association**

## **Restrictions, Article VI**

Section 1. No dwelling unit in the Condominium shall be used for other than residence purposes (except that persons not of the same immediate family residing together may occupy a unit with written consent of the Board of Directors, which consent shall not be unreasonably withheld) and the Common Elements shall be used only for purposes consistent with the use of residences.

Section 2. A co-owner may lease his dwelling unit for the same purposes set forth in Section 1 of this Article IV, provided that written approval (which approval shall not be unreasonably withheld) of such lease transaction is obtained from the Board of Directors of the Association in the same manner as required in sales transactions as elsewhere specified in this Article VI. No rooms in any dwelling unit may be rented and no tenant shall be permitted to occupy except under a lease, the initial term of which is at least seven (7) days, unless specifically approved in writing by the Association. The Developer may lease any number of units in the Condominium in its discretion.

Section 3. No Co-owner shall make alterations in exterior appearance or make structural modifications to his dwelling unit (including interior walls through or in which there exist easement for support or utilities) or make changes in any of the Common Elements, limited or general, without the express written approval of the Board of Directors, including (but not by way of limitation), exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to Common Element walls between units which in any way impairs sound-conditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 4. No improper, unlawful or offensive activity shall be carried on in any dwelling unit or upon the Common Elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his dwelling unit or on the Common Elements, anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner will pay to the Association the increase cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animal shall be kept in the Condominium or permitted on the Condominium premises other than aquatic or marine animals in an aquarium maintained within a dwelling unit, domesticated cats, dogs under fifty (50) pounds, and birds in a cage maintained within a dwelling unit, and further provided that such animals shall be owned by a Co-owner. There shall be a maximum of two animals, domesticated cats or dogs, per unit and animals shall be taken off of paved and onto green areas for the purpose of relieving themselves. No animals or pets of any kind may be brought or kept in any dwelling unit or on any Condominium property by any guest or tenant of any Co-owner unless advance approval shall be obtained from the Association. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements. All dogs on the Common Elements shall be controlled by leash, held by a person of sufficient age, size, and discretion as to be able to exert complete control over such animal. Any person who causes or permits an animal to be brought to be kept on the Condominium property, shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain

as a result of the presence of such animal on the Condominium property. Any agent or employee of the Association, or any Co-owner or any member of the family of a Co-owner, shall have the right to seize, hold, contain and confine any animal found loose on the Condominium property, and to return the same to its owner or to deliver the same into the custody and control of any dog warden, police officer, or humane society, who will accept custody and control of such animal without liability of any nature for such action.

Section 6. The Common Elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except in garages and as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times, and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on or condition maintained by a Co-owner either in his dwelling unit or upon the common elements, which alters the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies and terraces, shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches, may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, other than in an enclosed garage, unless approved by the Board of Directors or unless parked in an area specifically designated therefore by the Association. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall, park his care in any garage, carport space or parking space provided therefore. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

Section 9. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10. No advertising shall be displayed which is visible from the exterior of a dwelling unit or on the Common Elements, including but not limited to "For Rent" or "For Sale" signs, nor shall any advertising sticker, sign, light or any other device of any nature whatever be attached to the glass surface of any door or window of any dwelling unit.

Section 11. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements except in such Co-owner's patio or deck area appurtenant solely to his unit, wherein Co-owner's planting shall be limited to plantings in containers, pots, boxes or tubs designed for planting purposes, having a design and being constructed of materials approved by the Association. All such plantings and all containers for them shall be maintained by the co-owner and shall not interfere with the owner of any adjoining view or enjoyment of his unit.

Section 12. No unsightly condition shall be maintained on any patio, and only furniture and equipment consistent with ordinary patio use shall be permitted to remain there during seasons when patios are reasonably in use, and no furniture or equipment of any kind shall be stored in patios during seasons when patios are not reasonably in use.

Section 13. Each Co-owner shall maintain his dwelling unit and any limited Common Elements appurtenant thereto, in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any elements in a dwelling unit which are appurtenant to any other dwelling unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guest, agents or invitees, unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility. Any costs or damages to the Association may be assessed to and collected from the Co-owner in the manner provided in Article II hereof.

Section 14. Owners and occupants of dwelling units shall exercise extreme care to minimize noises and in the use of musical instruments, radios, television sets and amplifiers, so as not to disturb the other persons occupying dwelling units.

Section 15. No garments, rugs, towels, sheets or other items may be hung from balconies, windows or other portions of the Condominium property.

Section 16. The residents of the condominium units shall endeavor to keep the garage doors down when it is not necessary for them to be open and shall hang white liners or drapes on all windows in their unit so the exterior of all units will appear uniform and white in color.

Section 17. The residents of all units in the condominium shall stay off of the adjacent golf course except when playing golf or making some other legitimate use of same.

Section 18. The Association or its duly authorized agents, shall have access to each dwelling unit from time to time during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacements of any of the common Elements. The Association or its agents, shall also have access to each dwelling unit at all times without notice, as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another dwelling unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his dwelling unit during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his dwelling unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 19. Reasonable regulations consistent with the Act, the Mater Deed and these By-Laws, concerning the use of the Common Elements may be made and amended from time to time by and Board of Directors of the Association, including the first Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I of these By-Laws. All copies of such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in number and in value.

Section 20. Except for transfer by gift or inheritance to a member of a Co-Owner's household, no Co-owner may dispose of a dwelling unit or any interest therein by sale or lease without written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

- (a) In the event a Co-owner desires to sell, rent or lease his dwelling unit, the Association shall have the option to purchase, rent, or lease said unit upon the same conditions as are offered by the Co-owner to any third person. Any attempt to sell, rent or lease said dwelling unit without prior offer to the Association, shall be deemed breach of this declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

- (b) Should the Co-owner wish to sell, lease or rent his dwelling unit, he shall, before accepting any offer to purchase, sell, lease or rent his dwelling unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors.
- (c) The Board of Directors, within twenty (20) days after receiving such notice, and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or, by written notice to be delivered to the Co-owner's dwelling unit (or mailed to the place designated by the dwelling unit owner in his notice), designate the Association, one or more persons who are then Co-owners, or any person or persons satisfactory to the Board of Directors, who is willing to purchase, lease or rent upon the same terms as those specified in the Co-owner's notice. The stated designee of the Board of Directors shall have thirty (30) days from the date of the notice sent by the Board of Directors to make a binding offer to buy, lease, or rent upon the same terms specified in the dwelling unit owner's notice. Thereupon, the dwelling unit owner shall accept such offer. Failure of the Board of Directors to designate such person or persons within said twenty (20) day period, or failure of such person or persons to make such an offer within said thirty (30) day period, shall be deemed as a consent by the Board of Directors to the transaction specified in the dwelling unit owner's notice, and the dwelling unit owner shall be free to make or accept the offer specified in this notice, and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his notice was given.
- (d) In the event any sale or lease transaction is consummated between a Co-owner and any proposed purchaser or lessee upon any basis other than as disclosed to the Association, the Association shall then have the same rights to disapprove the transaction and to furnish a purchaser or lessee (notice of its rights are as expressed immediately above in subsections(a) and (b) of this Section 20), and such right to disapprove and furnish a purchaser shall expire twenty (20) days after the Directors of the Association receive knowledge at a Director's Meeting of the actual terms of the transaction, or one (1) year after consummation of the original transaction, whichever occurs first.
- (e) The liability of a Co-owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said dwelling unit as provided herein. Every purchaser, tenant, or lessee shall take subject to these By-Laws, the By-Laws of the Association, the Master Deed, as well as the provisions of the "Act".
- (f) This section shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any dwelling unit; nor shall this section apply to a subsequent sale by the holder of a first mortgage who has acquired title to a dwelling unit by purchase at a sale pursuant to foreclosure of the first mortgage held by it on such dwelling unit

Section 21. The following regulations will apply with regard to the leasing of a unit in accordance with Section 112 of the Act:

- (a) A Co-owner, including the Developer, desiring to rent or lease a condominium unit for a period of longer than 30 consecutive days, shall disclose that fact in writing to the Association of Co-owners at least 10 days before presenting a lease form to a potential lessee, and at the same time, shall supply the Association of Co-owners with a copy of the exact lease form for its review for its compliance with the condominium documents.

A developer proposing to rent condominium units before the transitional control date shall notify either the advisory committee or each co-owner in writing.

- (b) Tenants or nonco-owner occupants shall comply with all of the conditions of the condominium documents of the condominium project, and all leases and rental agreements shall so state.
- (c) If the Association of Co-owners determines that the tenant or nonco-owner occupant failed to comply with the conditions of the condominium documents, the Association of Co-owners shall take the following action:
  - (1) The Association of Co-owners shall notify the co-owner by certified mail, advising of the alleged violation by the tenant. The Co-owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association of Co-owners that a violation has not occurred.
  - (2) If after 15 days the Association of Co-owners believes the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the co-owners on behalf of the Association of Co-owners, if it is under the control of the Developer, an action for both eviction against the tenant or nonco-owner occupant and, simultaneously, for money damages against the co-owner and tenant or nonco-owner occupant for breach of the conditions of the condominium documents. The relief provided for in this section may be by summary proceeding. The Association of Co-owners may hold both the tenant and the co-owner liable for any damages to the general common elements caused by the co-owner or tenant in connection with the condominium unit or condominium project.
- (d) When a Co-owner is in arrearage to the Association of Co-owners for assessments, the Association of Co-owners may give written notice of the arrearage to a tenant occupying the co-owner's condominium unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the Association of Co-owners. The deduction shall not constitute a breach of the rental agreement for lease by the tenant.

Section 22. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and By-Laws as the same may be amended from time to time. During the construction and sales period, the Developer or its agent, are irrevocably authorized permitted and empowered to sell, lease or rent dwelling units to any purchaser or lessee on any terms and conditions as it shall deem appropriate. For the purposes of this section, the construction and sales period shall be deemed to continue so long as Developer owns any dwelling unit which he offers for sale. Until all dwelling units in the entire Condominium project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model dwelling unit, storage areas, reasonable parking incident to the foregoing, and such access to, from and over the project as may be reasonable to enable construction and sale of the entire project by Developer. During the construction and sales period, Developer shall have full right to utilize all or any portion of any dwelling unit for office

and sales purposes or any other purposes reasonably incident to the development and sale of the project.