

13.3 Pets and Animals.

A. Owners, tenants and Guests are permitted to have pets and animals as a privilege, only as follows:

1. Animals and pets shall be restricted to two (2) dogs and two (2) cats (but not more than two [2] of each), birds in cages in reasonable numbers, and fish in tanks. No such pet or animal shall be bred or kept for commercial purposes. The foregoing shall apply to visiting pets and animals as well. No other pets shall be permitted.

2. When outside of the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog or cat firmly held by collar and leash. No dogs or cats shall be permitted to run at large outside the Unit.

3. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.

4. The pet/animal owner and the Owner of the Unit involved shall be strictly liable for damages caused by the pet/animal to the Condominium Property.

5. Any pet/animal owner's privilege to have a pet/animal reside in the Condominium shall be revoked if the pet/ animal shall create a nuisance or shall become a nuisance.

6. There shall be no feeding of any animals or birds, whether a pet or not, anywhere on the common elements or Association property.

B. Exception. The provisions of this Section 13.3 shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

13.4 Vehicles and Parking. The following restrictions apply irrespective of whether the Condominium Property in question lie within areas owned by or dedicated to a governmental entity:

A. Prohibited Vehicles or Items. This Subsection A lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited anywhere on the Condominium Property, unless such vehicle or item

is also listed in Subsection B below, in which case it shall then be permitted: Dirt bikes, motorcycles, mopeds or other self-powered bicycles; trucks, except as otherwise allowed under Subsection B.6 below; agricultural vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; campers; recreational vehicles; motor homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; vans and sports utility vehicles, except as otherwise allowed under Subsection B.5 below; and boat and boat trailers; and other such motor vehicles.

B. Exceptions to Subsection A above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 13.4, and only provided that the vehicle can fit totally within the confines of a single parking space.

1. Moving vans for the purpose of loading and unloading, and only during reasonable hours.
2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Condominium Property, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
3. Service and delivery vehicles, servicing the Condominium Property, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.
4. Police and Emergency vehicles.
5. Certain vans and sports utility vehicles which are permitted. A two-axle van or sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the

first row of seating, which vehicle fits wholly within the confines of a single parking space.

6. Pick-up trucks which are permitted. A two-axle pick-up truck which is not a commercial vehicle as defined below, whether or not a camper top is added, shall be permitted.

Classifications and Definitions.

1. The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck, van or sports utility vehicle. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans and sports utility vehicles under Subsection B.5 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 13.4.
2. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

D. The following additional regulations apply:

1. No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. However, washing, waxing, or the changing of tires of a vehicle are permitted.
2. No motor vehicle which is of the type of vehicle which is unregistrable or which is not currently registered and licensed shall be driven or operated on any of the Condominium Property at any time for any reason.

3. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominium (except for landscaping equipment at the direction of the Board of Directors).
 4. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.
 5. No vehicle may be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and only for loading and unloading.
 6. Vehicles must be parked head-in, only, completely to bumper stops.
 7. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.
 8. There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner shall remove his/her vehicle for the time period requested, or become in violation of this Section 13.4. A vehicle which is not removed as required by this subsection shall be considered a Prohibited Vehicle under this Section 13.4.
 9. Vehicle washing is permitted only in designated areas, with water restriction rules imposed by governmental authority to be observed.
 10. No Owner or lessee, or their family members, Guests and invitees shall park in a limited common element parking space assigned to another Unit.
 11. The vehicle speed limit is 15 mph.
- E. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 13.4 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Condominium

Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 13.4.

- F. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a Prohibited Vehicle or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the Owner for himself/ herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a Charge, which shall be collectible by the Association as Charges are collected under this Declaration.

13.5 Nuisances, Ordinances and Laws. No Owner, occupant or Guest shall use any of the Condominium Property, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Condominium Property to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No instrument, stereo, radio or television shall be played between the hours of 11:00 p.m. and 8:00 a.m. if same can be heard by any other Owners or occupants.

- A. Flammable materials may not be stored on the Condominium Property.

13.6 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Condominium Property, including Units. Provisos. Notwithstanding the foregoing to the contrary:

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation.
- B. The practice of leasing Units shall not be considered as a business activity under this Section 13.6.