

# *Ventura at Turtle Creek Condominium Association, Inc.*

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Reproduced from the Declaration of Condominium of Ventura at Turtle Creek, a Condominium recorded at O.R. Book 5722 page 5966 of the Public Records of Brevard County Florida

## **12. USE RESTRICTIONS**

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. This is a residential Condominium, and therefore, each of the Units shall be occupied only as a one family residential private dwelling by no more than six (6) persons in a three (3) bedroom nor more than four (4) persons in a two (2) bedroom Unit at any one time. No Unit may be divided or subdivided into a smaller Unit. No Unit shall be used for commercial or business purposes, including but not limited to, daycare operations or home office activities.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only (or the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, 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 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.

12.4 Lawful Use. No immoral, Improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing of Units. All leases or occupancy agreements of Units (collectively, "Lease Agreements") are subject to the following provisions:

12.5.1 All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association;

12.5.2 All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least thirty (30) days prior to commencement of the lease term;

12.5.3 The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be one hundred dollars (\$100.00) and may be increased from time to time to the maximum rate allowable by law (the "Lease Application Fee");

12.5.4 The Association or its designee shall conduct a background check on each prospective tenant at such Owner's cost and expense, such expense being separate from the Lease Application Fee;

12.5.5 Upon receipt of an application signed by the Owner and tenant and the Lease Application Fee, the Association shall approve or disapprove the tenant, The Association and its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Section, or for the method or manner of conducting the investigation. The Association and its agents or employees shall not be required to specify any reason for disapproval;

12.5.6 No Lease Agreement may be for a term of less than seven (7) months;

12.5.7 No Unit may be leased more than two (2) times in any calendar year;

12.5.8 The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

12.5.9 The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner and shall be charged as a Specific Charge against that Owner's Unit secured by a lien upon the property against which such Specific Charge is made in accordance with this Declaration, including without limitation, attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy; and

12.5.10 All Lease Agreements shall require the Unit to be used solely as a private single family residence.

## 12.6 Resale Restrictions.

12.6.1 No conveyance of a Unit, by parties other than the Developer or Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an officer of the Association, stating that all Assessments and charges have been paid in full, is recorded together with the instrument of conveyance. The Board of Directors shall furnish such certificate upon receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing.

12.6.2 The provisions of this Paragraph 12.6 shall not be applicable to Developer or Institutional Mortgagees.

12.7 Signs. No signs shall be displayed from a Unit, from anywhere on the Condominium Property or from any vehicle parked on Condominium Property, unless such signs are posted by the Board or at the Board's direction.

12.8 Prohibited Vehicles. No commercial trucks 'or vans or other commercial vehicles shall be parked on Condominium Property except with the written consent of the Board. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it or is used in a trade or business. No campers, recreation vehicles, boats, boat trailers or personal watercraft may be parked on the Condominium Property.

No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion the Common Elements or Limited Common Elements. No dilapidated, rundown, wrecked or non-functional vehicles shall be permitted on the Common Elements or Limited Common Elements. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services or to any vehicles of Developer ("Service Vehicles"). Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation (or a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Unit irrevocably grants the Association and Its designated towing service the right to enter the Limited Common Element Assigned Parking Space and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason or such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. An affidavit of the person posting the foresaid notice stating that it was property posted shall be conclusive evidence of proper posting.

12.9 Regulations. Reasonable Rules and Regulations concerning the use and operation of Condominium Property may be made and amended from time to time by the Board. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

12.10 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, 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 Units. Developer may make such use of the unsold Units, and Common Elements, as may facilitate such completion and sale, including without limitation, maintenance of a sales office, showing of the property, and the display of signs.

12.11 Children. Children shall be allowed.

12.12 Alteration of Exterior Appearance. No newspaper, aluminum foil, reflective film, nor any other material shall be placed over the windows of any Unit. All drapes or curtains shall show a white or light tan color to the outdoor side of such drapes or curtains. No reflective film or other

type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the Board of Directors. All such window treatments, if approved, shall have an exterior appearance of white. Any alterations, decorations, repairs or replacements which have an effect on the exterior appearance must be first approved by the Board of Directors.

12.13 Use of Property. No articles shall be hung or shaken from the doors, windows, or balconies, no articles shall be placed upon the outside window sills, or outside of balcony railings of the Units. Balconies are not to be used for storage.

12.14 Charcoal Broilers, etc. Charcoal broilers or small open flame burners, electric grills or gas grills are not permitted to be used on balconies or any of the Common Elements, Limited Common Element and/or units.

12.15 Storage Areas. All storage must be kept inside the Unit. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Common Elements and Limited Common Elements cannot be used for storage purposes.

12.16 Refuse. All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers. Trash bags are to be placed in the proper disposal location for pick-up.

12.17 Animals. Unit Owners or occupants of a Unit (regardless of the number of Owners or occupants for any one Unit), may maintain two (2) household pets per Unit, each not to exceed 50 lbs at full maturity as verified by a veterinarian certificate or letter and for only as long as they do not become a nuisance or annoyance to neighbors. Household pets are limited to domestic dogs, domestic cats or caged birds. Unit Owners or occupants of a Unit may maintain one (1) fish tank not to exceed fifty-five (55) gallons. In no event shall household pets be kept, bred, or maintained for any commercial purpose.

Unless the Association has designated a particular area on the Condominium Property for pet defecation, household pets must be taken off the Condominium Property for that purpose. Unit Owners must pick up all solid waste of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be tied up or leashed to any object on the Condominium Property. Pets may not be kept in a Limited Common Element. The Association has the right to pick up loose pets and/or report them to the proper authorities. Violation of the provisions of this Section shall entitle the Association to all of its rights and remedies, including without limitation, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. Without limiting the right of the Association to establish policies in other matters affecting the Condominium, the Association may make reasonable rules and regulations regarding pet ownership in the Condominium. Notwithstanding anything herein to the contrary, if any animal permitted to be kept by an Owner shall become a nuisance to other Owners and such nuisance is not corrected after written notice to the Owner, the Board shall have the right to require the Owner to remove such animal permanently from the Property.

12.18 Balconies/Lanais. All balconies and lanais shall only contain patio furniture and other outside living items. No spas or hot tubs, or Jacuzzis shall be permitted in the Limited Common Elements. The screened area shall not be replaced with glass or other solid material.

12.19 Flags. Notwithstanding anything in this Declaration to the contrary, any Unit Owner may display one portable, removable United States flag in a respectful way; provided, further, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans' Day Unit Owners may display an official flag of the United States Army, Navy, Air Force Marine Corps and Coast Guard. Flags may not exceed four and one-half feet (4W) by six feet (6').

12.20 Weight and Sound Restrictions. Hard and/or heavy surface floor coverings, such as tile, wood, etc., may be permitted throughout the Unit, provided, however, use of a hard and/or heavy surface floor covering in any location within the Unit must be submitted to and approved by the Board of Directors and also meet applicable structure requirements. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board of Directors and be compatible with the structural design of the building and be adequately insulated from sound transmission. The Board of Directors may require the review of a structural engineer at the Unit Owners expense. All other areas of the Unit which do not receive the approved hard and/or heavy surface floor coverings are to receive sound absorbent, less dense floor coverings, such as carpet. No carpet of any type may be placed on the patio or balcony. Floor coverings on balconies shall be limited to a maximum composite thickness of ½" and a maximum composite weight of four (4) pounds per square foot including setting bed and/or adhesive materials, unless approved otherwise by the Board of Directors and compatible with the structural and architectural designs. The Board of Directors will have the right to specify the exact material used on balconies. These use guidelines are consistent with good design practices for waterproofing and structural design. Owners will be held strictly liable for violation of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations.

12.21 Mitigation of Dampness and Humidity. No Owner shall install, within his or her Unit, non-breathable wall coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Owners, whether or not occupying their premises, shall periodically run the air conditioning system to maintain the temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit and/or premises. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer makes no representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same.

12.22 Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated, it shall be the responsibility of all Unit Owners to deliver a set of keys (or access card or code, as may be applicable) to their respective Units to the Association to use in the performance of its functions. No Unit Owner shall change the locks to his or her Unit without so notifying the Association and delivering to the Association a new set of keys (or access card or code, as may be applicable) to such Unit. The Association shall have the right to adopt reasonable regulations from time to time regarding access control procedures which shall be applicable to tenants, guests and Unit Owners.

12.23 Additional Use Restrictions. In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern the use, maintenance, and operation of the Common Elements. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements. Such rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations. The rules and regulations recited herein may not be amended except by an appropriate vote of the membership.