

## **SUNSET PARADISE**

### **SUMMARY OF USE RESTRICTIONS**

A summary of specific restrictions contained in the Declaration regarding Condominium Unit Owners and Use of the Condominium Property are as follows:

A. **USE RESTRICTIONS.** In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner or occupant of a Condominium Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto.

#### **THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.**

1. Each Condominium Unit shall be used only for the purpose of a residence in which there shall not be more than six persons continuously residing, excluding visitors and guests.

2. Each Unit Owner shall maintain his or her Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his or her Condominium Unit, and each Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his or her Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

3. Each Unit Owner shall maintain his or her Condominium Unit in a clean and sanitary manner.

4. No Owner or resident of a Condominium Unit may make or permit any disturbing noises, as determined by the Board of Directors, in the Building or on the Condominium Property, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or Owners of the Condominium Property.

5. Each Unit Owner may identify his or her Condominium Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation.

6. No signs, advertising or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit or, Common Element or Limited Common Element; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors, except that the Developer can post such signs until all of the Condominium Units owned by it are sold.

7. No Unit Owner may dispose of a unit or any interest therein by lease without approval of the Association. The Association shall have the power to disapprove leases and reject the application for approval of a lease where a Unit Owner is not current in the payment of assessments unless the Unit Owner brings the assessment payments current. Further, no Condominium Unit shall be leased for a period less than the period required in order for the Condominium Property to avoid being classified as a "public lodging establishment" as defined in Chapter 509, Florida Statutes, nor shall any Condominium Unit be leased for a period less than thirty (30) days nor more than three (3) times a year. Also, while the purchaser or lessee of a Condominium Unit may be a corporation, general partnership, limited liability company or limited partnership, a corporate, limited liability company or partnership Unit Owner shall not be permitted to designate nor permit more than one (1) different occupant and their families, to occupy the Unit within any twelve (12) month period.

8. All damage to the Condominium Property caused by the moving and/or carrying of articles therein shall be paid by the Unit Owner or person in charge of such articles. The Association may require the Unit Owner to deposit funds with the Association as security for any damage caused by moving and/or carrying articles therein.

9. Soliciting is strictly forbidden. Unit Owners should notify the Association if a solicitor appears, and appropriate action will be taken.

10. No Owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on his Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the right of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner of a Condominium Unit commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

11. Each Unit Owner or resident shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Condominium Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Unit Owner's property by, through or under him do likewise.

12. Each Unit Owner or resident shall allow the Association or its authorized agent to enter any Condominium Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair and/or replacement of any Common Elements which include Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements which include the Limited Common Elements or to another Condominium Unit or Condominium Units.

13. Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a unit except by a plumber or electrician licensed in Pinellas County, Florida.

14. Unit Owners shall not alter, modify nor change the Condominium Units without the prior written approval of the Board of Directors. No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Buildings (including, but not limited to awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association; provided, however, any Unit Owner may display one portable, removable United States flag in a respectable way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than four and one-half feet by six feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags.

15. Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors.

16. Pets and Animals

- (a) All dogs and cats shall be contained in the Owner's Unit and when not within the Unit must be kept on a leash and not allowed to run free. Further, all pet Owners are responsible for cleaning up and removing any waste made by their pets on the Condominium Property. If a pet becomes a nuisance or an Owner does not abide by the Rules and Regulations established by the Board of Directors of the Association pertaining to pets, the Board of Directors of the Association can request a Unit Owner remove his or her pet at any time after approval of at least 67% of the Unit Owners. All such animals shall be licensed by the appropriate state or local authorities.
- (b) No horses, cows, goats, chickens, pigeons, parrots or any other such animals, fowl or reptiles shall be kept on any of the Condominium Property.
- (c) Commercial activities involving pets shall not be allowed.

17. No ceramic tiles or wood floors which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

18. To the extent the Developer installs any floor covering on the lanais, no Unit Owner shall change, modify or alter the floor covering without the prior written approval of the Board, including, but not limited to, the placement of any soft or water absorbing materials on the lanais.

19. Personal property of Unit Owners including bicycles and similar items shall be kept in the Condominium Units or storage areas for the Condominium Unit except when in use.

20. No Unit Owner shall cook or barbecue on his or her lanai or terrace area. All cooking and barbecuing may only be done in designated areas determined by the Association. In addition, no Unit Owner shall use his or her lanai or terrace area for the purpose of storing personal property.

21. No Unit Owner may enclose his or her lanai or terrace area.

22. All window coverings shall be lined with white or off white lining on the side exposed to the public, unless otherwise approved by the Board of Directors.

23. All garage doors shall remain closed when not in use.

24. No antennas, satellite dishes or similar items shall be permitted without the prior written approval of the Board of Directors of the Association, except with respect to the placement of satellite dishes in the designated area(s) established by the Board of Directors, so long as said satellite dishes do not exceed 34 inches in diameter.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Condominium Units, Limited Common Elements and Common Elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of the Declaration.