

These use and restrictions are from Directly Condominium documents for:
Marbella at Spanish Wells I

OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

19.1 Occupancy. Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, or stockholder, employee or designee of a corporate lessee or sublessee, (iii) a partner, employee or designee of a partnership, lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom, plus two additional persons. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this subdivision 19.1 shall not be applicable to Units used by Developer for model apartments, sales offices management services, or other development or sales activities.

As used here, "temporary occupancy" shall be deemed to mean occupancy of the unit for less than 30 consecutive days.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Unit for more than one (1) month without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 19 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

19.2 Children. Children shall be permitted to reside in Units, subject to the provisions of subsection 19.1, above.

19.3 Pets. Except for fish, each Unit (regardless of the number of Owners) may maintain

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therein up to two (2) household pets, to be limited to domestic dogs not to exceed thirty (30) pounds each, or domestic cats, or caged birds, or one (1) fish tank not to exceed 55 gallons, provided they are not kept, bred, or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. All pets must be registered and approved by the Board, which approval may be given or withheld in the sole discretion of the Board. Notwithstanding the foregoing, any request for installation of a fish tank exceeding 55 gallons must be submitted and approved by the Board of the Association, which approval may be given or withheld in the sole discretion of the Board, and be compatible with the structural design of the Building. The Board may require review of such request by a structural engineer at the sole expense of the Unit Owner. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Residential Unit. Pets may not be kept in a Limited Common Element. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Without limiting the generality of Section 20 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. No one other than a Unit Owner is permitted to keep any pets.

19.4 Alterations. Without limiting the generality of Section 11.1 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, pools, whirlpools or saunas or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in section 11.1 hereof). Without limiting the generality of subsection 11.1, hereof, no Unit Owner shall cause or allow any mechanical, electrical or structural alterations, improvements or changes to the interior of any Unit without submitting professional sealed and prepared plans to the Association and without obtaining the prior written consent of the Association (in the manner specified in subsection 11.1 hereof). Notwithstanding anything to the contrary herein, no part of a Unit which has been designated by Developer for use as a garage for automobiles shall be utilized as a bedroom, den, family room, living room or any other living quarters.

19.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. This shall clarify that the attic areas located above the garages are Common Elements and as such shall not be used by the Unit Owners for personal storage or otherwise. Violation of this provision shall be a violation of this Declaration and may be a violation of the applicable fire codes governing the Condominium.

19.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

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19.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction there over, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 19.7.

19.8 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations- or other applicable provisions of any agreement, document or instrument governing the Condominium. Leasing of units may also be subject to the prior written approval of the Association and the Association may deny permission to lease any Unit on any reasonable grounds the Association may find. No lease shall be approved for a term of less than thirty (30) days or one (1) calendar month, whichever is less, and no single Unit may be leased more than three{3} times in any one calendar year. The Association shall have the right to require of all tenants that they deposit in escrow with the Association a sum not to exceed the equivalent of one (1) month's rent which may be used by the Association to protect against damages and to repair any damage to the Common Elements or other property owned by the Association resulting from acts or omission of tenants (as determined in the sole discretion of the Association). Regardless of whether or not expressed in the applicable lease, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall also comply with and be subject to the provisions of Section 20 hereof. This Section shall also apply to subleases and assignments and renewals of leases. No lease approved by the Association shall be amended or modified without the Association's approval.

The Association may charge a lease approval fee not in excess of any amount provided for in the Act (as it may be amended from time to time) as a maximum amount for such fees, but no fee shall be charged in connection with the approval of an amendment, modification or extension of a previously approved lease.

In making its determination as to whether to approve a lessee of a Unit, the Association shall not discriminate on the grounds of race, gender, religion, national origin, familial status or physical or mental handicap; provided, however, nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease or lessee.

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19.9 Exterior Improvements Landscaping. Without limiting the generality of sections 11.1 or 19.4 hereof, 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 building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor to 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.

None of the balconies that are contiguous to Units and designated as Limited Common Elements under the Declaration may be enclosed, glassed in or screened in, nor may any Unit Owner alter the configurations of such balconies, or hang plants, draperies, screens or other items therefrom.

19.10 Unit Floor Coverings. All Units above the first floor shall always have floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may only be installed, upon prior written approval of the Board of Directors, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring must always be approved in writing by the Board or its representative prior to installation and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring.

19.11 Effect on Developer; Association. The restrictions and limitations set forth in this Section 19, except subparagraph 19.1, 19.2, 19.3, and 19.8, shall not apply to Developer, nor to Units owned by or leased to Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 19. for good cause shown.