Eastwood Pines Townehome Association, Inc. Articles of Incorporation 1973 – 26 pages

TO STATE OF FLORIDA COT

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

PINELLAS PINES TOWNEHOMES ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 18th day of September, A.D., 19 73, as shown by the records of this office.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
19th day of September,
A.D., 1973.

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SECRETARY OF STATE

EXHIBIT D

Amended #2

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TOWNEHOMES - PHASE I

ARTICLES OF INCORPORATION

OF

PINELLAS PINES TOWNEHOMES ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes 1963, as amended, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be PINELLAS PINES TOWNE-HOMES ASSOCIATION, INC. For convenience the corporation shall referred to in this instrument as the Association.

ARTICLE II

PURPOSE

to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963 as amended to the operation of PINELLAS PINES, PHASE II, a Condominium, loca upon the following lands in Pinellas County, Florida:

(See Appendix)

2. The Association shall make no distribution of income its members, directors or officers.

ARTICLE III

POWERS

The powers of the Association shall include and be gover by the following provisions:

- 1. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in confl with the terms of these Articles.
- 2. The Association shall have all of the powers and duset forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the spowers and duties reasonably necessary to operate the condominium.

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POSITE & SHAHADY
ASSOCIATED IN FAST
TO BE ASSOCIATED IN

pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
- (b) To use the proceeds of assessments in the exercis
- (c) The maintenance, repair, replacement and operation of the condominium property.
- (d) The purchase of insurance upon the condominium property and insurance for the protection of the Association ar its members as unit owners.
- (e) The reconstruction of improvements after casualty and the further improvement of the property.
- (f) To make and amend reasonable regulations respective the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approve by not less than 66-2/3% of the votes of the entire membership of the Association before such shall become effective.
- (g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles the By-Laws of the Association and the Regulations for the use the property in the condominium.
- (h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
- (i) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
- (j) To employ personnel to perform the services requi for proper operation of the condominium.

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- 3. The Association shall not have the power to purchase unit of the condominium except at sales in foreclosure of lier for assessments for common expenses, at which sales the Assocition shall bid no more than the amount secured by its lien. I provision shall not be changed without unanimous approval of t members and the joinder of all record owners of mortgages upor the condominium.
- 4. All funds and the titles of all properties acquired the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Law
- 5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

MEMBERS

- 1. The members of the Association shall consist of all c the record owners of units in the condominium; and after termi tion of the condominium shall consist of those who are members at the time of such termination and their successors and assig
- 2. After receiving notice to the Association as required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Pinellas County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and delivery to the Association of a certified copy of such instrument thus becomes a member the Association and the membership of the prior owner is term
- 3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred i any manner except as an appurtenance to his unit.
- 4. The owner of each unit shall be entitled to at least vote as a member of the Association. The manner of exercisin voting rights shall be determined by the By-Laws of the Association.

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CAPBELLE SHAHADY
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CAPACITHER FAST
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POINTE 433 7/78

ARTICLE V

DIRECTORS

- 1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of five directors. Directoneed not be members of the Association.
- 2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board c directors shall be filled in the manner provided by the By-Laws
- 3. The first election of directors shall not be held untiafter the developer has closed the sales of all of the units of
 the condominium, or until developer elects to terminate its conof the condominium, or until after June 30, 1975, whichever occfirst. The directors named in these Articles shall serve until
 the first election of directors, and any vacancies in their
 number occurring before the first election shall be filled by t
 remaining directors.
- 4. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follow

NAME	ADDRESS		
W. Dean Hanson	2247 Palm Beach Lakes Bouleva		
	West Palm Beach, Florida 334		
Jed Boscoe	2247 Palm Beach Lakes Bouleya		
= = = = = = = = = = = = = = = = = = =	West Palm Beach, Florida 334		
	-Ē		
Henry Hendrichsen	2247 Palm Beach Lakes Bouleva		
	West Palm Beach, Florida 334		

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected

by the board of directors at its first meeting following the annual meeting of the members of the Association and shall ser at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successo are designated by the board of directors are as follows:

President:	W. Dean Hanson	
Vice President and Assistant Secretary:	Jed Boscoe	
Secretary-Treasurer:	Henry Hendrichsen	

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association shal be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any sett ment of any proceeding to which he may be a party or in which may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, ex when the director or officer is adjudged guilty of willful mis feasance or malfeasance in the performance of his duties; prov that in the event of a settlement the indemnification shall ap only when the board of directors approves such settlement and reimbursement as being for the best interests of the Associati The foregoing right of indemnification shall be in addition to not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

DY-LAWS

The first By-Laws of the Association shall be adopted by board of directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

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MORELL & SHAMADY
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ARTICLE IX

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 2. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Exc as elsewhere provided,
- (a) such approvals must be by not less than 66-2/3% the entire membership of the board of directors and by not less than 66-2/3% of the votes of the entire membership of the Association.
- changes in the qualifications for membership nor the voting ri of members, nor any change in Section 3 of Article III, withou approval in writing by all members and the joinder of all reco owners of mortgages upon the condominium. The Association may however, admit to membership owners of units in Pinellas Pines Townehomes, Phase II, on lands adjoining to the North, provide they are developed with substantially the same construction an contain no more than 52 units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.
- 4. A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Pinellas County, Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

MARWICK, PAUL, MORELLA SHAHADY ALLOHIEFYS ELIMITE CARE LIMITE CARE HINGEL PLONDA CHINE SAS 2778

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers of these Article of Incorporation are as follows:

NAME	ADDRESS
W. Dean Hanson	2/47 Palm Beach Lakes Boulevard
	West Palm Beach, Florida 33401
	(8)
Jed Boscoe	2247 Palm Beach Lakes Boulevard
	West Palm Beach, Florida 33401
Henry Hendrichsen	2247 Palm Beach Lakes Boulevard
	West Palm Beach, Florida 33401
IN WITNESS WHEREOF, the signatures this // t/, day o	subscribers have affixed their f September, 1973.
×	W. Dean Hanson
	Jed Boscoe
See See	Henry Hendrichsen

STATE OF FLORIDA

COUNTY OF PALM BEACH) ss.:

Before me, the undersigned authority, personally appeared W. DEAN HANSON, JED BOSCOE, and HENRY HENDRICHSEN, who, after be duly sworn, acknowledge that they executed the foregoing Article of Incorporation for the purposes expressed in such Articles th:

//x / day of September, 1974.

Notary Public, State of Florida a

My Commission Expiral Commission Expiral Commission Expiral Commission France for a Commission of Co

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WARWICK, PAUL STREET & SHAHADY ATTOHNEYS TEAR PRINTER EAST SOFFE PALTE WAT H PLACIL PLOHIDA ******* 495-777R

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Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East and run North 88° 45' 11" West a distance of 823.60 feet; thence run South 1° 14' 49" West a distance of 303.43 feet to the Point of Beginning; thence run South 1° 14' 49" West a distance of 305.00 feet; thence run South 9° 20' 13" East a distance of 313.55 feet; thence run North 89° 01' 33" West a distance of 463.95 feet; thence run North 1° 53' 04" West a distance of 427.52 feet; thence run North 88° 06' 56" East a distance of 302.00 feet; thence run North 9° 14' 15" West a distance of 174.96 feet; thence run South 88° 45' 11" East a distance of 160.00 feet to the Point of Beginning.

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McKEON CONSTRUCTION

Pinellas Pines Condominium

SALES OFFICE

1825 BOUGH AVENUE CLEARWATER, FLORIDA 33520

(813) 550 5401

TOWNHOMES, PHASE 1

ECTIMATED OPERATING BUDGET FOR THE INDIVIDUAL CONDOMINIUM UNIT



Pinellas Pines Condominium

SALES OFFICE
1825 BOUGH AVENUE
CLEARWATER, F.: ORIDA 33520
(813) 536-5401

OWNERSHIP OF COMMON AREAS (ITEM D-3 OF THE PROSPECTUS)

EASTWOOD PINES CONDOMINIUM

TOWNEHOMES, PRACE I

ESTIMATED OPERATING BUDGET FOR THE INDIVIDUAL CONDOMINIUM UNIT

(ITEM C-1 OF THE PROSPECTUS)

The following is an estimate of the monthly costs which will be incurred by each condominium owner for the operation of his unit:

ELECTRICITY	, \$	45.00
PROPERTY TAXES		30.00
MAINTENANCE FEES *		38.00
WATER AND SEWER		16.00
TOTAL	\$	129.00

Estimated Monthly Maintenance Fee of \$38.00 per unit includes:

1977 PLANNED LANDSCAPING .89 PESTICIDES & FLRTILIZER 7.44 MOWING, EDGING, ETC. 1.04 LEGAL & PROFESSIONAL FEES OFFICE - MISC. SUPPLIES, BANK, . 63 BOOKKEEPING POOL 3.42 SERVICE RESERVES FOR MAINTENANCE 1.00 STREETS 4,00 BUILDINGS 1.41 POOL 1.78 GARBAGE PICK-UP INSURANCE (FIRE, FLGOD, LIABILITY) 10.96 3.39 UTILITIES (ELECTRICITY & WATER) . 59 REPAIRS AND MAINTLNANCE MISCELLANEOUS (PERMITS, TAXES, .20 LICENSES, MISC.) 1.25 FIRE PROTECTION \$ 35.00 TOTAL FOR 1977

TOWNEHOWES, PHASE 1

PROPOSED BUDGET FOR 1977

EASTWOOD PINES TOWNEHOLES ASSCRIATION, INC.

(ITEM C-2 OF THE PROSPECTUS)

EASTWOOD PINES CONDOMINIUM

TOWNEHOMES, PHASE I

PROPOSED BUDGET FOR 1977

EASTWOOD PINES TOWNSHOMES ASSOCIATION, INC. (ITEM C-2 OF THE PROSPECTUS)

INCOME		\$25,536.00
LANDSCAPING PESTICIDES & FERTILIZER MOWING, EDGING, ETC.	\$ 600.00 5,000.00	*
LEGAL & PROFESSIONAL FEES	700.00	
OFFICE - MISC. SUPPLIES, BANK, BOOKKEEPING	400.00	
POOL SERVICE	2,300.00	
RESERVES FOR MAINTENANCE STREETS BUILDINGS POOL	672.00 2,688.00, 950.00	¥
GARBAGE PICK-UP	1,200.00	
INSURANCE (FIRE, FLOOD, LIABILITY)	7,370.00	
UTILITIES (ELECTRICITY & WATER)	2,280.00	
REPAIRS & MAINTENANCE	400.00	161
FIRE PROTECTION	840.00	
MISCELLANEOUS (PERMITS, TAXES, LICENSES, MISC.)	136.00	
	\$25,536.00	\$25,536.00

\$25,536.00 DIVIDED BY 56 UNITS, DIVIDED BY 12 MONTHS EQUALS A MONTHLY MAINTENANCE FEE OF \$38.00.

PINELLAS PINES CONDOMINIUM

OPINION OF TITLE & LEGAL DESCRIPTION

(ITEM D-1 OF THE PROSPECTUS)

OPINION OF TITLE

This is to certify that I, the undersigned attorney, have examined title to the real property described in the following plat:

PINELLAS PINES

CLEARWATER, FLORIDA

IN SECTION 28 and 29, TOWNSHIP 29 SOUTH, LANGE 16 EAST PINELLAS COUNTY, FLORIDA.

more particularly described as:

The NE 1/4 of the SE 1/4 of Section 29, Township 29 South, Range 16 East; AND Government Lot 1, Section 28. Township 29 South, Range 16 East; LESS the following parcels:

- A. That part thereof lying North of County Road 118.
- B. That part thereof platted as Sunrise Vista Subdivision, per the plat thereof recorded in Plat Book 28 at Page 11, Public Records of Pinellas County, Florida.
- C. That part thereof platted as Unit One of Sunrise Vista Subdivision, per the plat thereof recorded in Plat Book 33 at page 33, Public Records of Pinellas County, Florida.
- D. That part thereof platted as Unit Two of Sunrise Vista Subdivision, per the plat thereof recorded in Plat Book 33 at Page 86, Public Records of Pincilas County, Florida.
- E. That part thereof planted as Wolford's Replat of Sunrise Vista Subdivision, per the plat thereof recorded in Plat Book 33 at page 17, Public Response of Pinellas County, Plantda.

I further certify that apparent record title to the land as described in and shown on the said proposed plat is in the following name:

McKeon Construction, a California corporation, duly authorized to do business in to Stat. of Florida.

and that the title to all of said land is in the name of said corporation as the fee simple title holder by virtue of a certain Warranty Deed described as follows:

Warranty seed dated June 23, 1972, executed by NEW MOBILE WORLD, INC., a Florida corporation, recorded on June 23, 1972 in Official Record Book 3818 at page 702 of the public records of Pinellas County, Florida.

I further certify that the above described property is:

Zoned RPD10 (10 units to the acre, multiresidential) and the Pinellas Pines Development complies with this zoning designation.

-1-



Pinellas Pines Condominium

1825 BOUGH AVENUE CLEARWATER, FLORIDA 33520 (813) 536-5401

TOWNHOLES, PLASE 1

IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM
(ITEM E OF THE PROSPECTUS)



Pinellas Pines Condominium

SALES OFFICE 1825 BOUGH AVENUE CLEARWATER, FLORIDA 33529 (813) 536-5401

TOWNHOMES PHASE 1

IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM (ITEM E OF THE PROSPECTUS)

THE STATEMENTS SET FORTH BELOW ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REPERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS CONTRACT OR PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND IP NOT UNDERSTOOD, PROSPECTIVE PURCHASER SHOULD SEEK LEGAL ADVICE.

- 1.) Oral representations cannot be relied upon as correctly stating the representation of the Developer. For correct representations, reference should be made to this contract and the documents required by Plorida Statutes Section 711.70 (1) to be furnished by a developer to a buyer or lessee.
- 2.) Location & Size of Condominium
 - A.) Name and location: Pinellas Pines Condominium Townsones:, County Road 118, one mile east of U.S. 19 in Clearwater, Florida.
 - B.) Maximum number of units that will use common facilities: The total Finellas Pines Townhomes project consists of 108 condominium units.
-).) Developer does not plan to lease units rether than sell them. There is in limited use a lease-purchase agreement which allows a purchaser to lease a unit for a maximum period of six months with a portion of the lease payments applied toward the down payment of the unit.

- 4.) Description of the Condominium
 - A.) Schedule of buildings: Each building constructed at Pinellas Pines Townhomes shall contain two-story units. The units shall be as follows:
 - Plan 2 Two-bodroom, 11 bath townhouse Plan 3 - Three-bodroom, 21 bath townhouse Plan 3A- Three-bodroom, 22 bath townhouse
 - B.) Total number of units the complete project shall consist of: $108\ \mathrm{units}$.
 - C.) A copy of the complete site plan showing all recreation facilities is included as Item D-2 of the Prospectus.
 - D.) The estimated latest date of completion of the entire project is January 1, 1978.
- 5.) Description of Recreational Facility The recreational facility included in the condominium is shown on the site plan. The recreation area consists of a swimming pool and bath facility located within Phase 1 of the development.
- 6.) Ownership of Recreational Facility
 - A.) The recreation area will be owned by the Pinellas Pines Townhomes Association and shall be used by the residents of all 108 units included in the development.
 - B.) The recreation area will be completed on or before January 1, 1974.
 - C.) The recreation area shall be constructed as follows:
 - 1.) Fool Approximately 22' wide by 38' long; kidney shaped; maximum depth of 6'; approximate capacity of 50 people; pool is not heated.
 - 2.) Deck Approximately 1500 square feet.
 - D.) The construction of the above described recreational facility is not contingent upon any other requirements.
 - E.) There are no leases of any type between the Association the Developer on the recreational area. The recreation area is the complete property of the Association.
- 7.) The condominium is part of a phase project. Refer to items under "Development" Commitment to Phase Development", which is included in the Prospectus,
- $\theta_{\rm e}$). The condominium is not created by conversion of an existing building.

- 9.) The condominium is completely under the control of the unit owners and the Association. No other person has control of any property that will be used by the unit owners.
- 10.) A copy of the Association Bylaws is attached to the Articles of Incorporation of the Association. These bylaws contain a summary of any restrictions which exist concerning the use of the condominium.
- 11.) There is no land offered by the Developer for use by the owners that is neither owned by them nor leased to them.
- 12.) Utilities which serve the project are as follows:
 - A.) Water supply: Pinellas County
 - B.) Sewer: Town of Largo
 - C.) Waste disposal, Town of Largo free Carting Ca
 - D.) Storm drainage; Provided by Developer in adjacent drainage canals.
- 13.) Maintenance & Operation Contracts All maintenance and operation contracts will be turned over to the Association as of February 1, 1975. There are no existing contracts which have a duration of greater than one year.
- 1^{l_*} .) The approximation of common expensed has been determined by dividing the total number of units complete on the date of the expense by the amount of the expense.
- 15.) The estimated operating budgets of the individual units and the Ausociation are included under Items C-1 and C-2 of the Prospectus.

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PINELLAS PINES CONDOMINIUM

PLOT PLAN (ITEM D-2 OF THE PROSPECTUS)

Attached is the PLOT PLAN showing the complete PINELLAS PINES DEVELOPMENT. Future phases shown on the drawing will be constructed at a time to be determined solely by the Developer.



OWNERSHIP OF COLLOG AREAS
(ITEM D-3 OF THE PROSPECTUS)

All common areas described in the documents of the Pinellan Pines Development will be owned by and are for the benefit of the unit owners. The title for these lands in in the name of the Association. There is no land or recreation lease between the Association and the Developer.

PINELLAS PINES ASSOCIATION, INC.

RULES & REGULATIONS

F

RESOLUTION 100573

RESOLVED, that the Pinellas Pines Townshome Association, Inc. adopt the attached rules and regulations as provided in \$10.7 of the Declaration of Condominium, Pinellas Pines Townehom J, Phase I, and in Article III 2. (F) of the Articles of Incorporation of Pinnilns Pinus Townshome Association, Inc.

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Prociles Pines Townshome Asso

CERTIFICATE

THIS IS TO CERTIFY:

- 1. The accached writing is a true copy of a resolution adopting rures and regulations concurring the use of concomminum property as provided in \$10.7 of the Declaration of Condominium or Princities Prince Townshomes, Phase I, and in Article III 2. (F) of the Articles of Incorporation of Pinellas Pines Townshome Association, Inc. The resolution was duly adopted by all of the correctors of Pinellas Pines Townshome Association, Inc. at a meeting held on October 5, 1973.
- 2. The emoption of the resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

EXECUTED at West Palm Beach, Plorida this 57 day of October, 1973.

SEAL

Harmmanar

William) Califuel By, W. GRAN HANSON,

Man Jane Hanson,

Man Jane Handelland ALLOSES HENRY HENDRICHES

PINELLAS PINES TOUNEHOME ASSOC.,

PINELLAS PINES TOWNEHOME ASSOCIATION, INC.

RULES AND RECULATIONS

1. THE POOL

- The pool shall be closed from 11:00 P.M. until B:00 A.M. daily.
- b) No pets are permitted within the pool enclosure.
- No drinking glasses or glass containers are permitted within the pool enclosure.
- d) Children under 9 years of age must be accompanied by an adult.

2. PETS

- a) Large dogs, in excess of 15 lbs., are not permitted,
- Dogs shall not be allowed to run free, but must be leashed when outside of a unit.
- Cat litter boxed are not permitted outside of the units, in the covered parking of ces or elsewhere.
- d) Dogs shall not be tied up or chained outside and left unattended.

3. PARKING

- Guests of the units are to park in the guest parking spaces provided.
- Guest parking spaces are not to be used as vehicle, boat, camper and/or trailer storage areas.

4. LAUNDRY

a) Articles of clothing, towels, or regs are not to be dried in the covered parking space, or railings or anywhere clso in public view.