

GOLFWOOD CONDOMINIUM NO. 1 INC,

12. **USE RESTRICTIONS**: The use of the condominium property shall be in accordance with the following provisions:

12.1 **Units**. Each unit shall be occupied by only one family at any time, as a residence and for no other purpose. No two (2) bedroom unit may be occupied by more than (6) persons. No business or commercial activity shall be conducted in or from any unit, including but not limited to holding any type of sales such as garage sales, estate sales, carport sales, junk sales, antique sales or moving sales. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. These restrictions shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incidental to residential use.

12.1.1 **Over 55 Community and Fair Housing Amendments Act – Compliance**. The purpose and object of this Section is to maintain a quiet, tranquil and single family oriented atmosphere with the residents 55 years of age and older living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Anything in any other provisions of this Declaration, Articles of Incorporation, Bylaws or Rules and Regulation to the contrary notwithstanding, this section shall take precedence over such other provisions.

(A) **Occupancy of Unit**. The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) (“Fair Housing Act”), which became effective March, 1989, as amended by the Housing for Older Persons Act of 1995, effective December 28, 1995, provides that communities cannot reject residents with children younger than eighteen years of age. However, these Acts provide that a community is exempt from this requirement if (a) at least eighty percent of the units are occupied by at least one person fifty-five years of age or older per unit; and (b) the publication of, and adherence to, policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five years of age or older (hereafter collectively referred to as the “Requirements for Exemption”), the Association intends that Golfwood Condominium No. 1, Inc., will be a community which falls within this exemption to the Fair Housing Act. Therefore, for so long as such provisions of the Fair Housing Act are in effect, (i) at least one occupant in each Unit in Golfwood Condominium No. 1, Inc., must be at least fifty-five years of age or older, except as hereinafter set forth; (ii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five years of age or older. The Board of Directors shall conduct a demographic survey of the owners and occupants of Golfwood Condominium No. 1, Inc., to establish the ages of all such persons and shall have the authority to promulgate and require completion and delivery of age verification forms and proof of age. As long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements of Exemption, including, but not limited to, insuring that not more than twenty percent of the Units in Golfwood Condominium No.1, Inc., are occupied only by individuals under the age of fifty-five. However, the Board shall have the absolute discretion to determine the occupancy policy of the Association regarding the twenty percent buffer, and may adopt a more strict policy including a policy requiring that all units be occupied by a least one person 55 years of age or older. An owner shall have the right to convey a Unit owned by such owner to a purchaser who

is less than 55 years of age but the Unit may only be occupied in accordance with this Section and the policies promulgated by the Board. In the event there is a change in the occupants of the Unit (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five years of age or older, the Unit Owner must immediately notify the Association of said change in writing. The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption.

(B) **Notice to Association.** Each and every time a Unit Owner intends to sell or transfer his Unit or any interest therein, he shall give written notice to the Association as required in Section 14 of the Declaration. The giving of the written notice shall constitute a warranty and representations by the Owner to the Association and any purchaser or transferee produced by the Association, as hereinafter provided, that the offer is a bona fide offer in all respects.

(C) **Lease.** No Unit Owner may lease his Unit unless at least one of the intended tenants is fifty-five years of age or older at the time of occupancy. Only entire units may be leased and subleases and the renting of rooms are prohibited. The Board, however, shall have the right, in its sole discretion, to waive the fifty-five or older requirement, but not if more than twenty percent of the Units will not have at least one occupant fifty-five years of age or older. The unit owner desiring the lease shall give written notice to the Association as required in Section 13 of the Declaration.

12.2 **Occupancy in Absence of Owner.** If the owner and his family who permanently reside with him are absent, and are not occupying it, and the unit has not been leased, the owner may permit his unit to be occupied by his guests only in accordance with the following:

(A) Any one person related to a unit owner within the first degree by blood, adoption or marriage, and that person's spouse and members of that person's family within the first degree by blood or adoption, are permitted to occupy the unit owner's apartment in the absence of the owner for a period not to exceed thirty (30) days. The number of occasions for this type of guest occupancy shall be limited to four (4) times in any twelve (12) month period.

(B) House guest not included within 12.2 (A) are permitted for only one (1) family occupancy in the unit owner's absence and then only with the proviso that the family consist of no more than four (4) persons. Such guests may stay only two (2) weeks and the number of occasions for this type of guest occupancy in any unit shall be limited to three (3) in any calendar year.

(C) All overnight guests who are not accompanied by unit owners must be registered with the Association office and authorized by written instructions from the owner to avoid having their presence challenged by other owners, security, or management.

12.3 **Exemptions.** Upon prior written application by the unit owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity.

12.4 **Occupancy When Owner is Present.** There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit in the presence of the unit owner with the exception of limit on total occupancy of a unit specified in Section 12.1

12.5 **Minors.** All occupants under eighteen (18) shall be supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

12.6 **Pets**. Unit owners are permitted to keep one (1) dog no more than 15 inches tall at the shoulder at maturity, or up to two (2) cats. In addition, unit owners may keep up to two (2) birds and tropical fish. Other non-customary, exotic pets are not permitted. Owners may not leave pets unattended outside where their noise may bother others. All pets must be carried or on a leash at all times when outside. Messes made by pets shall be removed by owners immediately. Guests are not permitted to have pets. In the sole opinion of the Board of Directors pets that are vicious, noisy, become a nuisance or are otherwise unpleasant may be ordered removed from the condominium property. In addition to the foregoing the Board of Directors may adopt other reasonable rules regarding pets.

12.7 **Parking**. No motor vehicle shall be parked on the condominium property except in such areas intended for that purpose. No vehicles which are used for commercial purposes, other than service vehicles, including trucks, temporarily present on business, may be parked on the condominium property. Other than service vehicles temporarily present on business, no vehicle displaying any signage, graphic, tools or equipment or towing a trailer may be parked on condominium property. Trucks (except as allowed above), boats, trailers, campers, travel trailers, mobile homes, mopeds and motorcycles, motor homes, recreational vehicles, and the like and any vehicle not in operable condition, missing body parts or not validly licensed, are not permitted to be on the condominium property. Permitted vehicles are limited to passenger cars, vans, sport utility vehicles and/or station wagons used for non-commercial purposes. For purposes of this Section 12.7, “van does not include pick-up trucks with camper tops. For purposes of this Section 12.7, a “van” is a four-wheel motor vehicle with a single enclosed passenger and cargo area, which vehicle is at least sixty (60) inches in height. Permitted vans are those which do not exceed eighty (80) inches in height or two hundred-five (205) inches in length.

12.8 **Nuisances**. No owner shall use his unit, or permit to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the condominium documents, and occupants shall at all time conduct themselves in a peaceful and orderly manner.

12.9 **Signs**. No person may post or display any signs including but not limited to “For Sale” or “For Rent” signs anywhere on the condominium property or units without prior approval of the Board of Directors. The Board may adopt rules regulating the size, and type of signs allowed.

12.10 **Use of Common Elements**. The common elements shall not be obstructed, lettered, defaced or misused in any manner. Porches, walkways, driveways, and parking spaces shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, for storage of bicycles or other personal property or for holding any type of sales, including but not limited to garage sales, estate sales, junk sales, carport sales or moving sales.

12.11 **Moving Procedures**. Persons moving furniture or other personal property into and out of units shall do so only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Saturday. Moving vans and trucks used for this purpose shall only remain on the condominium property when actually in use.