

DECLARATION OF CONDOMINIUM OF GARDENWALK CONDOMINIUM

Article 13 – RESTRICTION UPON USE

No owner, tenant or other occupant of a condominium unit shall:

- (a) use the unit for other than residence purposes (except that Developer may use a unit as a model for sales purposes);**
- (b) do any of the following without prior written consent of the Association board of directors: paint or otherwise change the appearance of any exterior wall, door, window, patio or any exterior surface; place any sunscreen, blind or awning on any exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building; plant any planting outside of a unit; erect any exterior lights or signs; place any signs or symbols in windows or on any exterior surface, erect or attach any structures or fixtures within the common elements; make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; nor fasten any objects to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure;**
- (c) permit loud and objectionable noises or obnoxious odors to emanate from the unit or the common elements which may cause a nuisance to the occupants of other units in the sole opinion of the board;**
- (d) make any use of a unit which violates any laws, ordinances or regulations of any governmental body;**
- (e) fail to conform to and abide by this declaration, the articles of incorporation and bylaws of the Association, and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the board of directors, or fail to allow the board of directors access to the unit as permitted by the condominium act;**
- (f) erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Association board of directors;**
- (g) permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common property;**
- (h) commit or permit any public or private nuisance in the unit or in or on the common elements;**
- (i) divide or subdivide a unit for purpose of sale or lease (however a unit may be combined with an adjacent unit and occupied as one unit);**
- (j) obstruct the common way of ingress or egress to the other units or the common elements;**

- (k) hang any laundry, garments or other unsightly objects which are visible outside of the unit;**
- (l) allow anything to remain in the common elements which would be unsightly or hazardous;**
- (m) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, and or fail to keep the unit and the limited common elements appurtenant thereto in a clean and sanitary condition at all times;**
- (n) allow any fire or health hazard to exist in or about the unit;**
- (o) make use of the common elements in such a manner as to abridge the rights of the other unit owners to their use and enjoyment;**
- (p) rent or lease a single room or less than an entire unit;**
- (q) lease a unit for a period of less than one month;**
- (r) allow any animals to be kept in the unit other than one dog or one cat, caged birds, or small marine animals in aquariums, all of which shall be kept in conformity with the rules and regulations of the board of directors of the Association, provided that in the event any animal becomes a nuisance to the other unit owners in the sole opinion of the board of directors, such animal shall be removed from the unit immediately; or allow any authorized pets to use the common elements except when on a leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the common elements; As of 2012, re dogs: only one is allowed whose weight is less than 35#**
- (s) park overnight boats, camper, motor home, trailer, mobile home or similar vehicle in any parking area, except as may be permitted in writing by the board and except service vehicles during the time they are actually serving the unit or common elements; or**
- (t) enclose a balcony, lanai or patio without the written consent of the board of directors as to installation and design of the enclosure. Once any such enclosure is installed, maintenance thereof shall be the sole responsibility of the unit owner;**
- (u) use or store a cooking grill in a manner inconsistent with or in violation of zoning fire regulations or ordinances. The Board of Directors may, at its discretion, preclude the use of cooking grills upon porches or balconies if it is determined the smoke or odor therefrom causes problems for adjacent units;**
- (v) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain or portion of the common elements so as to harmfully affect any lawn or landscaping or pollute the GARDENWALK CONDOMINIUM drainage system.**

GARDENWALK

Rules & Regulations

Adopted by the Board of Directors on May 17, 2007

1. Screened patio or balcony area may be used for attractive outdoor furniture, thriving plants, electric grills, and storage of bicycles only. No other item may be used or stored in this area.
2. Only white or cream window treatments are permitted. Stickers and decals are NOT permitted to be put on any windows.
3. All window sills must be kept clear of any bottles, plants, figurines, etc. This includes shampoo bottles in the bathroom window sill.
4. Nothing may be left in the common areas. This includes the area outside of the front doors, outside of the screened in patios in the rear of the building, any area of grass, on any sidewalk, any area of the parking or drive area, and any of the recreational areas.
5. All garbage must be placed into the proper garbage facility provided by the Association. No furniture, such as mattresses, box springs, dressers, couches, loveseats, tables, chairs, bookshelves, entertainment centers, grills, and Etc... are permitted to be discarded at the garbage facility provided by the Association. These items must be removed from the property by the owner or tenant. Violation of this policy will result in fines.
6. One animal per unit is permitted. Dogs must not exceed 35 lbs. at full weight. Cats are not permitted outside the unit at any time. Feces must be picked up and deposited into the garbage facility provided by the association. Dogs must be kept on a leash at any time it is outside of the unit. The Board of Directors can require removal of any animal for violation of these policies.
7. No recreational or commercial vehicles are permitted to be parked in the community overnight. Commercial vehicles include any vehicle with any kind wording (magnets must be removed at night) or ladder racks.
8. The fitness center will be made available 24 hours a day by placing a \$20.00 key deposit with the Association. All trash must be picked up and lights turned off after use.
9. Swimming Pool Rules
 - a. The swimming pool is available from Dusk until Dawn and has no lifeguard on duty.
 - b. Anyone who uses this amenity does so at their own risk, and must obey all posted rules.
 - c. No more than two guests per unit are permitted.
 - d. Anyone under the age of 12 must be accompanied by a parent or guardian over the age of 16.
 - e. No animals are allowed in the pool area.
 - f. Food in the pool area must be contained in paper or plastic containers and eaten at one of the tables.
 - g. ABSOLUTELY NO GLASS is permitted in the pool area.
 - h. People wearing bandages, children in diapers of any kind, or individuals suffering from incontinence are not allowed in the pool.
 - i. Proper swimwear must be worn – no cutoffs or T backs permitted.
 - j. No loud noise or horse playing, in the opinion of the board or board representative, will be permitted.
 - k. No diving
10. The management office must be given a key to each unit for pest control service and emergencies.

12. Contact information of each owner and occupant must be provided to the management office.
13. The clubhouse will be available for private parties by rental. A deposit of \$200.00 must be placed at time of reserving the room. A rental fee of \$50.00 must be paid before the key will be released. The clubhouse must be cleaned and left in the same condition it was received in. Any cleaning or damage charge will be taken out of the deposit.
14. The barbeque and picnic areas cannot be reserved. These areas will be available on a first come first serve basis. The grills and tables must be cleaned after use, and all trash must be placed into the proper receptacle provided by the association.

ADOPTED RULE

TRANSFER, SALE, LEASE, OR OCCUPATION OF A UNIT

In order to maintain a community of congenial residents and thus protect the value of the condominium units, no unit may be transferred, sold, leased, or occupied except in compliance with the provisions below:

A. Transfers Subject to Approval. Except as provided below, no unit owner may lease, or dispose of a unit or any interest therein by sale or other transfer, including but not limited to by gift, devise or inheritance without prior written approval of the Association, except that Association approval shall not be required for a unit owner to transfer or lease a unit to his or her spouse, another member of the Association or to a trustee if the unit owner, his or her spouse, or lineal descendants are the sole beneficiaries of the trust. No unit owner may allow anyone to otherwise occupy unit owner's unit without prior written approval of the Association. The Association may delegate its approval or denial authority to a single director, a committee or an agent.

B. Approval of Leasing. All leases, including lease extensions and renewals shall be subject to prior approval of the Association which shall not be unreasonably withheld. Not less than twenty (20) days prior to the commencement of the proposed lease term, a unit owner or his or her agent shall apply to the Association for approval of such lease; if desired, the board of directors may adopt an application form. The unit owner or the intended lessee shall furnish such information as the Association may reasonably require. It shall be the unit owner's obligation to furnish the lessee with a copy of all condominium documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the condominium documents. It shall be the duty of the Association to notify the unit owner of approval or disapproval of such proposed lease within fifteen (15) days of the submittal of a complete application. No application shall be deemed complete unless: 1) all required information is provided and 2) all applicable application transfer fees are paid in full.

C. Disapproval of Leasing. If the Association denies a proposed lease, lease extension, or renewal, the unit owner shall be notified of the reason for the denial, and the lease shall not be made or renewed. Any lease made in violation of this Declaration of Condominium shall be voidable. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors or any other reasonable factor:

1. The persons seeking approval (which shall include all proposed occupants) has been convicted (or a withhold of adjudication) of a crime involving violence to persons or property, or of any felony unless the person's civil rights have been restored.

2. The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the condominium documents; by way of example, but not limitation, a tenant taking possession of premises prior to the approval of the Association (except for lease extensions or renewals) as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the condominium documents.

3. A person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this condominium as a tenant, unit owner or occupant of a unit.

4. A person seeking approval has failed to provide the information, fees or appearance required to process the application in a timely manner or has misrepresented any fact on the application.

5. No unit may be leased if the unit owner is delinquent in any assessment payment due the Association, unless the unit owner and tenant agree in writing to an Assignment of Rent to the Association as provided below. Further, if a delinquency occurs during the term of the lease or any extension or renewal thereof, there shall be an automatic assignment to the Association of all rights of the unit owner to collect the rent for the unit. Each lease or rental of a unit shall be in writing and shall include, or if it does not shall be deemed to include, the following provision:

Assignment of Rent to Association. The parties hereto agree that GARDEN WALK CONDOMINIUM ASSOCIATION, INC. (the "Association"), shall be a third-party beneficiary to this agreement and that the tenant/lessee/occupant of the unit may be required to pay the rental payments set forth in this agreement directly to the Association in the event the landlord/lessor/owner is delinquent in the payment of regular or special assessments to the Association. The rental payments shall be used by the Association to bring the delinquent assessments current and shall be applied to all sums due (including assessments, interest, late fees, costs and attorney's fees) in accordance with Chapter 718, Florida Statutes, as may be amended from time to time. The parties agree that the tenant/lessee/occupant, upon receiving written notice (hereinafter referred to as "notice") from the Association by hand

delivery or certified mail, return receipt requested, shall make all rental payments to the Association until the delinquent assessments have been satisfied. The Association shall hand deliver or mail by certified mail, return receipt requested, a copy of the notice to the landlord/lessor/owner at the last known address of the landlord/lessor/owner. In the event the Association is required to file an action against the landlord/lessor/owner or tenant/lessee/occupant to collect the rent or otherwise enforce the terms of this provision, the prevailing party shall be entitled to its attorneys' fees and costs incurred both at trial and the appellate levels.

D. Approval of Sale or Transfer of Unit. The approval of the Association that is required for the transfer of ownership of units shall be obtained in the following manner. A unit owner intending to make a sale of the unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the board of directors along with such other information concerning the intended sale or transfer as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. Within twenty (20) days after receipt of such fully completed notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form.

E. Disapproval of Sale or Transfer of Unit. Approval of the Association shall be withheld only if a majority of the entire board of directors so votes. Except as further provided herein, if the Association disapproves a prospective purchaser and the unit owner so demands an alternative purchaser be provided, the Association shall have the obligation to purchase the unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty (60) days after written notice of disapproval, or at such later date as the parties may agree. The Association shall have no obligation to provide an alternative purchaser if the sale is denied because such sale would violate the terms of this Declaration of Condominium.

F. Screening and Application Fees. The Association shall impose a fee not to exceed one hundred dollars (\$100.00) per applicant or as permitted by law with the giving of notice of intention to sell, transfer, or lease of a unit. Said fee shall be paid each time such a transaction occurs except in the instance of an extension of a lease period. Said screening and application fee are to be set by the Board in compliance with applicable law.

G. Unauthorized Transactions. Any sale, transfer or lease not authorized pursuant to the terms of this Declaration of Condominium shall be voidable at the election of the Association; provided, however, that such voidability shall exist for a period no longer than one

(1) year from the consummation of such transaction, such consummation being evidenced by the recording of a deed of conveyance of the unit or by occupancy of the unit; provided further that the Association must commence an action to set aside such transaction within said one (1) year period.