

# Occupancy Restriction

---

## Declaration of Condominium

### **ARTICLE XIX - MISCELLANEOUS PROVISIONS & OWNER RESTRICTIONS**

**A. Occupancy and Use. The unit owner, or owner of a unit, shall occupy and use his condominium parcel as a private dwelling for himself and\* members of his family and social guests, and for no other purpose.**

1. In the event the unit Owner is a corporation, the unit shall be occupied and used by those stockholders, officers and directors of the corporation as may have been approved by the developer or the Management firm, if there is a Management Agreement in effect and thereafter by the Board of Directors of the Condominium Association.

2. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or **which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.**

3. The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the buildings except with the prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors.

4. No person shall use the common elements, or any part thereof, or a Condominium Unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

5. No unit owner shall show signs, advertisements, or notices of any type on the common elements or on his unit or within his unit which said signs, advertisements, or notices are visible from the exterior of the unit, without the prior written consent of the Association, with the exception of "For Sale" or "For Rent" signs, the size of which must be approved by the Association.

\*Note this uses the word "and" not "or"; therefore, owner and his family must reside in the unit. If family member resides in the unit without the owner, then he/she is considered a "tenant" per State of Florida.