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Use Restrictions

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 as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. This restriction 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 incident to residential use.

12.2 Occupancy in Absence of Owner. In order to foster a stable residential community and prevent a motel-like atmosphere, if the Owner and his Family who permanently reside with him are absent from the Unit and are not occupying it, and the Unit is not leased, the Owner may permit his Unit to be occupied by his Guests only in accordance with the following:

- (A) **Closely Related Guests.** Any person who is the parent, child or sibling of a Unit Owner or of the Unit Owner's spouse, if any, may occupy the Unit in the absence of the owner. That person's spouse and children if any may accompany him.
- (B) **Other Guests.** House Guests not included within 12.2(A) are permitted for occupancy in the Unit Owner's absence, provided such Guests stay no longer than four (4) weeks, or are otherwise subject to an approved Lease.

12.3 Exceptions. 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. The making of one exception shall not be construed as a precedent for later exceptions.

12.4 Exterior Improvements; Landscaping. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings, fences or windows of the building without the prior written consent of the



Association, nor shall any Owner modify or alter any landscaping on the Condominium Property. Curtains, blinds, shutters, levelers, or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced with acceptable items. An Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, and an Owner may display, in a respectful way, portable, removable, official flags, no larger than 41/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Additionally, an Owner may display a religious object on the mantel or frame of the door of the Owner's Unit that is no larger than 3 inches wide, 6 inches high and 1.5 inches deep.

12.5 Minors. Minors shall be allowed. However, Unit occupants under eighteen (18) years of age shall be supervised by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

12.6 Pets. The owner of each Unit may keep up two (2) pets of a normal domesticated household type (such as a cat or dog) in the Unit. Tropical fish or caged birds in reasonable numbers are also permitted. Notwithstanding, Pitt Bulls, Rottweilers and any aggressive dogs are expressly prohibited. Pets may not roam free on the Condominium property and must be caged, carried under the owner's arm or leashed at all times while on the Condominium property outside of the Unit. Pets shall not be left unattended outside the Unit or in open areas such as terraces, balconies, patios or similar areas. Commercial activities of any kind involving pets are prohibited, including without limitation breeding, training, grooming, veterinary services and boarding. The Board of Directors may impose reasonable rules and regulations governing the keeping of pets in the Condominium, including restrictions on where pets may be walked. The ability to keep a pet is a privilege, not a right, and the Board of Directors may revoke the privilege, and order and enforce the removal from the Condominium of any pet which becomes a source of unreasonable annoyance or nuisance to other residents, or whose owner repeatedly refuses or fails to abide by this Section 12.6. No pets of any kind may be kept in leased Units or Units occupied by Guests in the absence of the owner. No pets shall be allowed in or around the pool area.

12.7 Nuisances. An owner shall not use his Unit, nor permit or condone its use, 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 shall any Owner 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 times conduct themselves in a peaceful and orderly manner. The owner of each Unit is responsible for the conduct of all persons occupying the Unit.

12.8 Signs. No person other than the Developer may post or display "For Sale," "For Rent," "Open House" or other similar signs anywhere within the Condominium or on the



Condominium property, including displaying such signs in the windows of Units or motor vehicles.

12.9 Use of Common Elements. Common walkways, stairways and other Common Elements shall not be obstructed, littered, defaced or misused in any manner.

12.10 Terraces, Balconies and Porches. Terraces, balconies, porches and other similar areas shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, outdoor cooking of any kind, hanging or cleaning of rugs or other household items, or for storage of bicycles, grills, or other personal property. No Unit Owner shall install any water line or source of water or any heat source (whether electric, gas, wood burning or otherwise), on any terrace, balcony or porch. No fan shall be installed on any terrace, balcony or porch without the prior written approval of the Association, and no fan shall contain any lights or light fixtures.

12.11 Parking. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association, and in accordance with the Association's rules and regulations concerning the same. Each Unit Owner agrees to notify all Guests of the regulations regarding parking, and to require Guests to abide by such parking regulations. No parking of commercial truck of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily for purposes of actual construction or repair of a structure, or moving in or out and for moving or transferring furniture or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreational vehicles, shall be permitted to be parked overnight. Notwithstanding, vans equipped for personal passenger use shall be permitted. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored on the Condominium Property, and none of the foregoing, or any other type of vehicle shall be used as a temporary or permanent domicile or residence while on Condominium property. Any vehicle or item prohibited by this paragraph may be removed by the Association at the expense of the Unit Owner responsible for the same, for storage or public or private sale, and the Unit Owner shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Unit Owner will be permitted on Condominium property.

12.12 Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, wood, etc., will be permitted throughout the Unit, provided, however, use of a hard and/or heavy surface floor covering in any upstairs Unit must be submitted to and approved by the Board of Directors and also meet applicable structure requirements. The Board of Directors shall have the right to impose requirements on the installation of the floor coverings, including but not limited to sound proofing. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board of Directors, and be compatible with the structural design of the building and be adequately insulated from sound transmission. The Board of Directors may require the review of a structural engineer at the Unit Owner's expense. All other areas of the Unit which do not



receive the approved hard and/or heavy surface floor coverings are to receive sound absorbent, less dense floor coverings, such as carpet. Owners will be held strictly liable for violation of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations.

12.13 Mold. By reason of climate and humid conditions in South Florida, mold, mildew, toxins and fungi may exist and/or develop within the Unit and the Condominium Property. Certain molds and mildews may become toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildews, toxins and/or fungi and to have released Developer and the Association from all liability resulting from the same. No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall coverings or low permeance paints. Each Unit Owner shall operate the air conditioning system in the Unit, whether or not occupied, to maintain a temperature not exceeding 78 degree Fahrenheit to minimize humidity in the Unit. If the Association reasonably believes the provisions of this Section are not being complied with, the Association shall have the right (but not the obligation) to enter the Unit without consent of the Unit Owner and turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required herein, with all utility consumption costs to be paid by Owner. To the extent that electric service is not available to the Unit, the Association shall have the further right, but not the obligation, without consent of the Unit Owner, to connect electric service to the Unit with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, and the Association shall have the right to lien the Unit for any unreimbursed amounts.

12.14 No Soliciting. Soliciting is strictly forbidden. Unit Owners shall notify the Manager if a solicitor appears so that appropriate action can be taken.

12.15 Antenna and Similar Devices. No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the Association in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Association.

12.16 Solar Collectors. Solar Collectors shall be permitted only at locations and on structures as are first approved in writing by the Association.

12.17 Open Houses. No Unit Owner may hold or conduct an open house for sale of the Owner's Unit without the prior written approval of the Association.

12.18 Garage Sales. Garage sales are strictly forbidden.



12.19 Other Use Restrictions. In addition to the use restrictions set forth herein, all use restrictions set forth in the Master Declaration are incorporated herein by this reference. The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Units, Limited Common Elements and Common Elements as long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration. 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 for good cause shown.