

# SAN REMO GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC

## ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of Units, use of Common Elements and Limited Common Elements.

11.2 SCOPE; REMEDY FOR VIOLATION. These By-Laws are reasonably calculated to promote the welfare of the Unit Owner. The violation of such By-Laws shall bar any Unit Owner or his family and invitees for the use of the Common Elements, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Declaration and these By-Laws.

11.3 INITIAL BY-LAWS. These By-Laws (Use and Decorum) hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. The Unit Owners shall, at all times, obey the same and use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said By-Laws are as follows:

- a. The sidewalk, entrances or passages and all other Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.
- b. The personal property of all Unit Owners shall be stored within their Condominium Units; provided, however, that no Unit Owner may store any personal property on, or make any use of any patio or balcony appurtenant to his Unit, which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.
- c. No garbage cans or other unsightly articles shall be placed on the patios, balconies or common elements, nor (subject to the provisions of Florida Statutes §163.04, to the extent applicable) shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors, stairways, balconies or patios, nor hung outside the Unit, nor exposed to or on any part of the Common Elements or porches within any Unit. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.
- d. No Unit Owner shall allow anything whatsoever to fall from any window, balcony or doors of the premises.
- e. All garbage and trash shall be properly disposed of in trash receptacles provided for that purpose. For sanitary reasons, all trash, except newspapers, shall be placed in plastic bags and tied securely before being placed in trash receptacles.
- f. No Unit Owner or resident shall direct, supervise or in any

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manner attempt to assert any control over the employees of the Association.

- g. The parking facilities shall be used in accordance with the regulations adopted by the Sponsor and thereafter by the Association. Sponsors assignment of parking shall be final. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twelve hours, and no repair, except emergency repair, of vehicles shall be made on the Condominium Property. No commercial vehicle, truck, camper or recreational vehicle shall be parked on the Condominium Property. No boat, boat trailer, or like vehicle shall be left or stored on the Condominium Property. "Commercial vehicle" shall be defined to mean any vehicle displaying advertising, commercial or business names or other signs and the like. Personal street vans shall be permitted to be parked upon the Condominium Property. Bicycles shall be parked in the areas, if any, provided for that purpose. Absent such parking areas bicycles shall be kept in the Unit.
- h. No Unit Owner shall make or permit any disturbing noises in the buildings by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.
- i. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit that is visible from outside the Unit or Condominium Property, nor shall tinfoil or other material be used to cover any windows or doors so as to be visible from outside the Unit.
- j. The Association may retain a pass key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board. Where such consent is given, the Unit Owner shall provide the Association with an additional key for use by Association pursuant to its right of access to the Unit.
- k. No cooking shall be permitted outside the Unit nor shall any goods or beverages be consumed outside of a Unit, excepting in areas designated for those purposes by the Association and except within a Unit's patio or balcony.
- l. No inflammable, combustible or explosive fluid, chemical, or substance shall be kept in any Unit except those required for normal household use.
- m. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his patio or balcony prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or

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- Association for clearance to install or remove hurricane shutters.
- n. No commercial or business activity shall be conducted in any Unit. No Unit Owner may actively engage in any solicitations for commercial purposes on the Condominium Property, nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Board.
  - o. Each Unit Owner shall park his automobile in his assigned space. All parking spaces not assigned shall be unreserved and may be used by Unit Owners with a second vehicle or by guests of the Unit Owners, provided, however, that spaces designated for the temporary parking of delivery vehicles, or vehicles operated by handicapped persons may be restricted for such use.
  - p. No Unit Owner shall, in any way, interfere with the construction, sale or rental of any Unit by Spons