## SUMMARY OF USE RESTRICTIONS (Important Information for New Owners) (Revised 2/22/2016)

A summary of the use restrictions imposed upon Unit Owners is as follows (for more detailed information see <u>Declaration of Condominium</u>):

- 1. <u>No commercial or other non-residential activity permitted (12.3.1)</u> Condominium property is intended for residential use only, no commercial, professional or similar non-residential activity requiring either maintaining an inventory or customer/ client visits may be conducted in a Unit upon Condominium Property.
- 2. Signs and lawn ornamentation restricted (12.3.2) A sign showing the Unit Owner's name will be permitted in accordance with specifications to be set forth by the Association. No other signs or advertisements will be permitted on or about the Units, Limited Common Elements, or Common Elements without the express written consent of the Board of Directors (BOD). 'For Sale', 'For Rent', or other similar signs cannot be displayed anywhere in or on the common elements or limited common elements. Lawn ornaments must first be approved through a building modification form and then approved by the Board of Directors, the ARC, and County Building Inspector.
- 3. <u>Restriction on antennas and similar reception devices (12.3.3)</u> All such reception devices will be limited to a certain size and placed only at approved locations. A modification application explaining the dimensions and where it will be located will be required before installation is approved by the Board of Directors.
- 4. <u>Common Area landscaping restriction (12.3.4)</u> No fence, barrier, wall or structure of any kind or nature shall be placed on the Condominium Property without prior written consent of the Board. Permission must be secured from the Board prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent Unit Owners. No tree with a trunks four (4) inches or more in diameter shall be removed or effectively removed through excessive injury without first obtaining permission from the Board.
- 5. <u>Noise Restrictions (12.3.5</u>) Each Unit Owner shall use his Unit in such a manner as to allow his neighbors to enjoy the use of their property. No exterior loud speakers, floodlights may be installed on any unit or balcony, patio or terrace without permission in writing of the Board.
- 6. <u>Restrictions on pets (12.3.6)</u> No dogs, cats, birds, reptiles, rabbits, livestock, fowl or poultry, or animals of any kind shall be raised, bred or kept in any unit or upon the common elements, except as may be permitted by the Board. No more than two dogs or cats or other aggregate shall be permitted in any home. Pets must be leashed when on the common property. Owner must pick up and dispose of any droppings.
- 7. <u>Restriction on garbage storage and disposed (12.3.7)</u> No portion of the common elements shall be used or maintained for dumping of rubbish or debris. There is

garbage pick-up twice a week (Monday and Thursday) and recycling on Wednesday. Garbage should be in plastic bags (no plastic or metal containers) and recycling in clear plastic bags. The bags should be placed at the end of the drive way, on hard surface, no earlier than the night before pickup. Garbage and trash collection charges are paid separately by each Owner.

- 8. <u>All units must be occupied by at least one person 55 years of age or older. No person under 19 may be a permanent resident of a unit (12.3.8)</u> The Condominium Property is an adult community designed to provide housing for persons 55 years of age or older. All Units that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under nineteen (19) years of age may be a permanent resident of a home, except that persons below the age of nineteen (19) may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period.
- 9. <u>Prohibition on clotheslines (12.3.9)</u> The owner of each unit, regardless of type, shall not cause or permit any clothes, sheets, blankets, or laundry of any kind or other articles to be hung or displayed on the outside of windows or placed on the outside of window sills, walls or balconies of any building or in any parking area.
- 10. <u>Limitations on the erection of additional structures (12.3.10)</u> No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily for construction purposes. However, pergolas and birdcages can be approved as long as the design follows the guidelines described in the 2nd amendment of the Declaration, you include a modification application and it has been approved by the VOSSCA Board of Directors and you have secured the approval of the ARC and the Lake County Building Inspectors.
- 11. <u>Association reservation of right to establish additional rules (12.3.11)</u> The Association reserves the right to establish such other reasonable rules and regulations covering the utilization for the Units by Owner(s) in order to maintain the aesthetic qualities of the condominium, all of which apply equally to all of the parties in the Condominium and the rules and regulations shall take affect within (5) five days from the sending of a notice to an Owner(s).
- 12. <u>Restrictions on vehicles within the Condominium (12.3.12)</u> Passenger, vehicles, mini-trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed <sup>3</sup>/<sub>4</sub> ton may be parked in the areas provided for that purpose with each parking area servicing exclusively the Unit which it abuts. Commercial vehicles, trucks, campers, motor homes, trailers, boats, and boat trailers are prohibited. Vehicle maintenance is not permitted on the Condominium Property.
- 13. <u>Restrictions on alterations to the appearance of the Condominium (12.3.13)</u> To maintain the harmony of the exterior appearance, no one may make changes to, place anything on, affix anything to, or exhibit anything, except for a U.S. flag respectfully displayed, from any part of the condominium property that is visible from the exterior of a building, including the back courtyard without prior written

consent of the Board. All window treatments, curtains, shades, drapes, and blinds must be white, or off white, in color or lined with material of white or off white.

- 14. <u>Limitations on activities which will increase the necessary amount of insurance to be maintained (12.3.14)</u> Nothing will be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the building or contents of the building without the prior consent of the Board.
- 15. <u>Nuisances Prohibited (12.8)</u> No person shall engage in any practice, exhibit any behavior, nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.
- 16. <u>Unit Owner Maintenance (6.2)</u> Each Unit Owner shall be responsible for the maintenance, repair and replacement of all windows, doors on their unit. Replacement of doors, windows must comply with the color standard size and type provided by the rules and regulations or set-up by the building committee guide-lines.
- 17. No Obstruction of the Common Elements (Exhibit E, Paragraph A2 Rules and <u>Regulations</u>) There shall be no obstruction of the common elements nor shall anything be temporarily or permanently placed upon, stored in or affixed to the common elements without the prior written consent of the Board unless expressly permitted by the rules and regulations.
- 18. <u>Units for Sale (13.1)</u> In order to provide an orderly procedure in case of title transfers, and to assist in the maintenance of a current, up to date roster of unit owners such unit owner shall provide the Association Management company with his or her intent to list their unit for sale. (13.1)
- 19. <u>Leasing (13.1.2</u>) Unit owners shall have the right to lease provided said lease is in writing and made subject to all provisions of the master deed, the by-laws of the association and the rules and regulations. Any failure of the lease to fully comply with the terms and conditions of such documents shall constitute a default under lease.
- 20. <u>Leasing (NEW)</u> No unit shall be leased by the owners thereof or otherwise utilized for transient or hotel purposes which shall be defined as (a) rental for less than (90) days or (b) any unit owner may rent for a period of less than (90) days to a bona fide contract purchaser thereof. No unit owner may lease less than the entire unit to any individual or more than two unrelated individuals. (new)
- 21. <u>Seasonal decorations</u> (NEW) Seasonal decorations may be hung or attached to gas light fixtures during the holiday season. No blinking lights will be permitted in the common areas nor will lights be attached to the common elements of any unit. Lighting or decorations may be hung or affixed to the common areas in front of each unit.
- 22. For more detailed information about use and occupancy of the units please refer to section 12 of the Declaration of Condominium.