

East Bay Village HOA Navarre Florida

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CCR ARTICLE VIII with AMENDMENT 3

The following is extracted from the CCR Covenants Conditions and Restrictions dated 1996 of East Bay Village HOA Navarre Florida and includes those items amended by Amendment 3 year 2000. Amendment 3 changes will be annotated.

ARTICLE VIII. USE OF PROPERTY

Section J. Protective Covenants.

In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial rules and regulations of the Book of Resolutions.

A Residential Use.

All Units shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Unit, subject to all of the provisions of the Declaration, Articles of Incorporation, Bylaws and Book of Resolutions, as the same may be amended from time to time by the Board of Directors. The foregoing notwithstanding, no provision in this Declaration shall limit or restrict the conduct of any business or commercial activity by the Declarant, its agents or assigns, related to the use of any Unit(s) or other structure located upon the Property and designated by the Declarant as a real estate sales or management office or model Unit.

B Nuisances.

No nuisance shall be permitted to exist or operate on any Parcel or Common Area so as to be detrimental to any other Parcel in the vicinity thereof, or to its occupants, or to the Common Areas.

C No Subdivision

Article VIII, Section 1, Paragraph C, is hereby amended in its entirety by being restated as follows, to wit: Section). **Amendment 3** Protective Covenants

C. No Subdivision

Except by Declarant no parcel or unit shall be further subdivided or separated into smaller Parcels or Units by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective Instruments; and, provided, further, that this shall not prohibit Declarant from modifying subdivision plats of the Property (i) in the event that no Parcel shown on the plat to be modified has been conveyed to an Owner, or (ii) in the event that any Parcel(s) shown on the plat to be modified has been conveyed to an Owner(s), if any such Owner(s) consents to such modification, which consent shall not be unreasonably withheld. Notwithstanding any provision to the contrary herein contained the Declarant may subdivide parcels for the purpose of aggregating one or more parcels, or parts thereof, into detached townhome dwelling units.

D Pets

Article VIII, Section 1, Paragraph D, is hereby amended in its entirety by being restated as follows, to wit: Section 1. **Amendment 3** Protective Covenants

D Pets. All pets must be held or kept leashed at all times that they are in the Common Areas or Limited Private Areas and all Owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of his or her pets. Pets are restricted to domestic house pets limited to fish, and a combined total of no more than two (2) cats and dogs, and a combined total of no more than two (2) small birds provided such birds are at all times

kept entirely inside the dwelling unit. Pets may not remain unaccompanied by their Owner for any period of time upon any of the Property except within the Owner's dwelling unit. The Association reserves the right to designate specific areas within the Common Areas and Limited Private Areas where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Properties any and all pets which create disturbances.

E Occupancy of Units

No Unit may be lived in at any time by a number of persons, including adults and minors, which is number is in excess of (3) three persons per bedroom.

F. Signs

No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed within the Property or Parcel or upon any Parcel, Unit, Common Areas or Limited Private Areas, except where express prior written approval of the size, shape, content and location thereof has been obtained from the Board, which approval may be arbitrarily withheld to the extent allowed by Florida Jaw. Notwithstanding the foregoing, the Declarant, its agents or assigns shall be permitted to post and display advertising signs on the Property.

G. Vehicles and Boats

Article VIII, Paragraph G, is amended in its entirety by being restated as follows, to wit: **Amendment 3**

No automobile, truck, motorcycle, moped, boat, boat and trailer, trailer, house trailer, mobile home, recreational vehicle, camper or any other similar transportation vehicles ("vehicle") or device shall be parked on the roadway, except, however, that an Owner, or any Lessees occupying a dwelling unit pursuant to a written lease designating such occupants as Lessees thereunder or a guest or invitee of such owner or Lessee, may parallel park automobiles or light duty trucks of no more than two axles along the outer side of any roadway located on the Property.

H. Clothesline

No clothesline, or other clothes-drying facility shall be permitted in any of the Common Area, Limited Private Area or any area of the Property wherein the clothes-drying facility may be visible from any Common Road or any other Parcel.

I Trash Containers

All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board of Directors. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse. Garbage and trash containers must be stored within the Unit or out of view at all times except for the time period six hours before and after pick up by the service provider.

J Antennas

Article VIII, Paragraph J, is hereby amended in its entirety by being restated as follows, to wit:

J. Antennas. Unless prior written approval has been obtained from the Architectural Review Board, no exterior radio, television or other electronic antenna, aerial or satellite dish may be erected or maintained anywhere within the Property, except, however, that one digital satellite dish antenna having a diameter of twenty (20") inches or less may be affixed and maintained on the rear off- street side of any dwelling improvement located on a unit.

K Window Air Conditioners

No window air-conditioning units shall be installed in any of the Units without the prior approval of the Declarant and A.R.B.

L Other Structures

No structure of a temporary character, trailer, tent, shack, barn, shed, or other out-building shall be permitted on any Parcel or the Common Area at any time except temporary structures installed by Declarant during the initial construction period.

M Water and Sewer

No individual well or septic tank will be permitted on any Parcel within the Property without the prior approval of the Declarant and A.R.B. Every Owner shall comply with the provisions of the contract for public or private water and sewerage applicable to his Unit. Neither the Association nor any Owner shall make any modification or alteration of the irrigation system without the prior approval of the Declarant and A.R.B.

N Visibility

No obstruction to visibility at street intersections or adjacent to Common Roads shall be permitted. The Declarant and A.R.B. reserve the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Property.

O Windows

Window treatments, curtains and blinds must be of a neutral, white or off-white color backing where visible from the exterior of any Unit. Reflective films, window tinting films, or any reflective or tinting material may not be applied to any window or situated where visible from the exterior of any Unit without prior approval of the A.R.B.

P Fuel Storage

No fuel or gas storage tanks may be permitted in any Unit. Notwithstanding, an owner may keep and maintain a small propane gas bottle for gas barbecues and fireplaces in a limited Private Area specifically approved by the Declarant and ARB.

Q Compliance

It will be the responsibility of each Member, family members of Owners, and their authorized guests and tenants to conform and abide by the rules and regulations in regard to the use of the Parcels, Units, Common Areas and Limited Private Areas which may be adopted in writing from time to time by the Board of Directors and the Declarant and A.R.B., and to see that all persons using Owner's Unit by, through and under him do likewise.

R Soliciting No soliciting will be allowed at any time within the Property.

S Access

Owners shall allow the Board of Directors or the agents and employees of the Association or Declarant to enter any Parcel for the purpose of maintenance, inspection, repair, replacement of the improvements within the Limited Private Areas, or in case of emergency, for any purpose, or to determine compliance with this Declaration.

T Insurance

Nothing shall be done or kept in any Unit, Limited Private Areas, or Common Areas which will increase the rate of insurance for the Property or the contents thereof, applicable for residential use, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Unit, Limited Private Areas, or the Common Area which will result in the cancellation of insurance on the Property, or the contents thereof, or which would be in violation of any law.

U General Use

No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed in the Common Area.

V Maintenance

The portions of the Unit visible from other Units, the Limited Private Areas and other visible portions of the Parcel must be kept in an orderly condition so as not to detract from the neat appearance of the Property at East Bay Village. The Association, in its sole discretion, may determine whether or not the visible portions of such areas are orderly and the Association may have any objectionable items removed from the subject areas without liability therefor, and charge the responsible Owner for any costs incurred in the process.

W Common Roads

The Common Roads of Villa Danielle shall be utilized in accordance with the rules and regulations promulgated from time to time by the Association. Every Owner shall have a right and easement of ingress and egress to his Parcel over the Common Roads of Villa Danielle, as set forth in the Easement and subject to the rules and regulations adopted by Declarant.

X Trees No trees of two inches in diameter, or more, or four feet above natural grade shall be cut or removed without approval of the Declarant and A.R.B.

Y Elevation

No changes in elevation of the Property shall be made or modifications to the drainage systems which would cause hardship to any adjoining Parcel or property with respect to the natural runoff of rainwater.