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to proceed individually for relief from interference with his or her property or personal rights. The Board has the discretion to determine that activities within the terms of this paragraph must nevertheless be resolved by the Owner or Owners involved, and not by the Association.

Section 5.4. Use of Carports and Parking Spaces. The following parking and vehicle restrictions shall apply within the Development:

A. Unless otherwise permitted by the Association, no vehicle or trailer shall be parked or left within the Development other than within an assigned parking space. All vehicles parked within the Development shall be currently licensed, registered and operable.

B. Only the following vehicles shall be permitted to be parked by a Resident within the Development's assigned space vehicle parking lots: standard passenger vehicles, including sport utility vehicles (SUV), motorbikes, and trucks which do not exceed one ton capacity. Trailers,

unoccupied campers and recreational vehicles, commercial vehicles and trucks which exceed one ton capacity may be parked in a designated and isolated area of the Andreas Road parking lot only if they receive written approval from the Board.

C. All assigned parking space and parking areas shall be maintained in a neat and orderly fashion. The assigned parking spaces and parking areas of the Development are to be used only for the parking of standard authorized vehicles and shall not be used for the storage of personal property, boats, trailers, campers or recreational vehicles, or storage of any items, which will preclude the parking of the Resident's authorized vehicle. To the extent there is sufficient room, an Owner or Resident may also park a scooter or other motorcycle concurrent with a conforming vehicle. Regardless of the vehicle type(s) being parked, all vehicles must fit completely within the designated space.

D. No motor vehicle shall be constructed, reconstructed, washed or repaired within the Common Area, and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored on the Development; provided, however that the provisions of this section shall not apply to emergency vehicle repairs.

E. The Board shall have the authority to tow, at the Owner's expense, any vehicle parked

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E. The Board shall have the authority to tow, at the Owner's expense, any vehicle parked or stored in violation of this section. The Board shall post such notices or signs within the Common Area as may be required by law to effectuate this towing provision. Residents shall also have the authority to tow vehicles parked in their assigned parking space.

The Board shall have the authority to promulgate further reasonable rules and regulation of uniform application regarding parking and vehicles within the Development as may be deemed prudent and appropriate by the Board.

Section 5.5. Pets and Animals. The following guidelines apply to all pets and are interpreted and conclusively determined in the sole discretion of the Board.

A. Unless otherwise permitted by the Board, only two (2) pets are permitted to reside in any Unit (exclusive of non-talking caged birds and fish in an aquarium). No animal may be permitted to create excessive or disruptive noise, or to pose a threat to other animals or to people.

B. Only domesticated animals permitted by the Association may be kept as household pets, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. Livestock is prohibited.

C. Dogs must have a current ID tag attached to their collars at all times when in the Common Area. Cats must have a collar with an identification tag when in the Common Area.

D. Droppings deposited by animals in the Common Areas, including Common Area walkways and landscaping, must be immediately removed by the pet owner.

E. Animals may not be tied to trees, stakes, or any exterior building structure, or left unattended at any time.

F. Dogs in the Common Areas must be kept on a leash held by a person capable of controlling the animal at all times.

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G. No structure for housing or servicing any animal may be maintained so as to be visible from any part of the Common Area.

H. The Owners of a Unit are jointly and severally liable for the activity of any animal associated with or living in the Unit, regardless of ownership of the animal. Owners are responsible for any damage to the Common Area or a Unit caused by their pet; and the Association may levy a Reimbursement Assessment to recoup any out of pocket costs or enforcement costs.

I. No animal that, in the Board's opinion, creates an unreasonable annoyance or nuisance to other Owners, shall be kept at the Development. The Board shall have the power to have any animal that is deemed by the Board to be an unreasonable annoyance or nuisance permanently removed from the Development. After notice and a hearing, all Owners shall immediately comply with any removal order issued by the Association regarding an animal.

Section 5.6. Unsightly Items. Activities that cause disorderly, unsightly, or unkempt conditions, determined in the sole discretion of the Board to have a negative effect upon the Development, are prohibited.

Section 5.7. Antennae. Unless otherwise stated herein, there shall be no outside television or radio antennae, masts, poles or flag poles constructed, installed or maintained on the Development for any purpose whatsoever. No outside television or radio antennae or other similar device is permitted in the Development, except for satellite dishes and digital television antennae for which the Board may enact and maintain a policy. No satellite dish or similar device may be attached to the Common Area or exterior of the building but may be attached to the inside wall of the rooftop equipment well out of sight from ground observation upon written notification to management.

Section 5.8. Right to Lease. All leases and rental agreements of Condominiums shall conform and comply with and be subject to the following:

Section 5.8.1. Renting and Leasing. "Renting" or "Leasing" shall mean and refer to occupancy of a Unit by any person who pays the Owner of the Unit consideration for living in the Unit. As used in this Declaration, any reference to any form of the word "lease" means the corresponding form of the word "rent," and vice versa.

Section 5.8.2. Written Document. All lease agreements or other similar contracts that seek to lease or rent a Unit shall be in writing and signed by the parties to such agreement.

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