

EFF MAR 22, 2007

This Instrument prepared by:  
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INSTR # 2007000094926, Pages 17  
Doc Type DOC, Recorded 03/22/2007 at 02:57 PM,  
Charlie Green, Lee County Clerk of Circuit Court  
Rec. Fee \$146.00  
Deputy Clerk CKELLER  
#1

(A)

**CERTIFICATE OF AMENDMENT  
TO THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
FOR PROVINCETOWN CONDOMINIUM,  
FORMERLY KNOWN AS  
NEW SOUTH PROVINCE, A CONDOMINIUM**

**THE UNDERSIGNED**, being duly elected and acting President and Secretary, respectively, of **PROVINCETOWN CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that all resolutions set forth below were approved, evidenced by a written statement or ballot manifesting their intention that such amendments be adopted. The resolutions were approved and adopted by the votes indicated for the purposes of amending the Amended and Restated Declaration of Condominium for Provincetown Condominium, Formerly Known as New South Province, A Condominium ("Declaration"), recorded at O.R. Book 3225, Pages 4418, et. seq., of Lee County Public Records, as subsequently amended:

1. The following resolutions were approved by the requisite percentage of the members at a duly called meeting of the Association:

**RESOLVED**, that the Declaration is and is hereby amended, and the Amendments to the Declaration are in the form attached hereto as Exhibit "A".

2. That the officers and directors are hereby instructed and authorized to execute the aforementioned documents and cause them to be filed of public record, together with this Certificate of Amendment.

Dated this 19<sup>th</sup> day of MARCH, 2007.

**PROVINCETOWN CONDOMINIUM  
ASSOCIATION, INC.**

Mary M. White  
Signature  
Mary M. White  
Printed Name of Witness

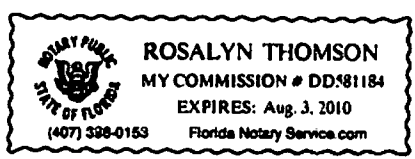
By: Mark L. Dico  
Print Name: Mark L. Dico  
Title: President

[Signature]  
Signature  
C. D. SHIPLEY  
Printed Name of Witness

Attest: [Signature]  
Print Name: JOHN R. BERG  
Title: Secretary

STATE OF FLORIDA )  
COUNTY OF LEE )

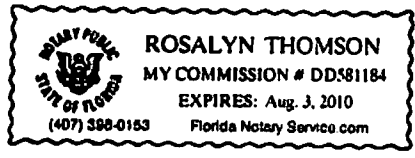
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of MARCH, 2007, by Mark L. Dice, President of Provincetown Condominium Association, Inc., who is personally known to me and who did not take an oath or who produced



[Signature]  
Notary Public Signature  
ROSALYN THOMSON  
(Printed Name)  
My Commission Expires: August 3, 2010

STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of MARCH, 2007, by John R. Berg, Secretary of Provincetown Condominium Association, Inc., who is personally known to me and who did not take an oath.



[Signature]  
Notary Public Signature  
Rosalyn Thomson  
(Printed Name)  
My Commission Expires: August 3, 2010

**EXHIBIT "A"**  
**AMENDMENTS**  
**TO THE AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**PROVINCETOWN CONDOMINIUM,**  
**FORMERLY KNOWN AS**  
**NEW SOUTH PROVINCE,**  
**A CONDOMINIUM**

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The Amended and Restated Declaration of Condominium for Provincetown Condominium, Formerly Known as New South Province, A Condominium, shall be amended as follows (otherwise, all other provisions shall remain the same):

[New language is shown in underlined type; Deleted language is shown in ~~strike-through type~~.]

2.17 "Common Elements" means all of the condominium property not included within the units and includes, without limitation, those items set forth in Section 5.1 hereof.

6.1 **Description of Limited Common Elements.** Certain common elements have been or may be designated as limited common elements, reserved for the use of a particular unit or units, to the exclusion of the other units. The limited common elements and the units to which their use has been assigned are as described in this Declaration and as further identified on the attached survey and plot plan.

(A) **Garages.** Enclosed garages are limited common elements. Use of garages are limited and restricted pursuant to Section 10.11 hereof.

(B) **Storage Room Space.** One storage room or space situated outside of and adjacent to ~~and accessible only from within~~ an apartment unit or identified by a number corresponding to the apartment numbers. One such storage space shall be assigned to each apartment owner. Such storage spaces shall constitute a limited common element and shall not be separated from the apartment except by lease or transfer of title to another apartment owner.

(C) **Air Conditioning and Heating Equipment.** All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, are limited common elements.

(D) **Lanai, Patio or Balcony.** The airspace comprising any lanai, patio or balcony attached to and serving exclusively a unit is a limited common element.

**(E) Others.** Any part of the common elements that is connected to and exclusively serves a single unit, and is specifically required in this Declaration to be maintained, repaired or replaced by, or at the expense of, the unit owner, shall be deemed a limited common element, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware, locks and frames therefor.

**7.8 Disposition of Property.** Any property owned by the Association, whether real, personal or mixed, may not be mortgaged, sold, or otherwise encumbered or disposed of by the Board of Governors, without the approval of a majority of the voting interests present in person or by proxy at a duly called meeting of the members need for authorization by the unit owners.

**8.6 Application of Payments; Failure to Pay; Interest.** Assessments and installments thereon paid on or before ten (10) twenty (20) days after the due date shall not bear interest, but all sums not paid by the twentieth (20<sup>th</sup>) tenth (10<sup>th</sup>) day shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the unit owner shall become liable for the assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees and costs, and finally to unpaid assessments as required by law. No payment by check is deemed received until the check has cleared.

**9.1 Association Maintenance.** The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

**(A)** Electrical wiring up to the circuit breaker panel in each unit.

**(B)** Water lines, up to the individual unit cut-off valve, which cut-off valve is located immediately preceding the water meter.

**(C)** Cable television lines up to the wall outlet.

**(D)** Main air conditioning condensation drain lines, up to the point where the individual unit drain line cuts off.

**(E)** Sewer lines, up to the point where they enter the individual unit.

**(F)** The exterior surfaces of the main entrance door to each unit.

**(G) All exterior building walls, including painting, waterproofing, and caulking.**

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be, performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense unless the need for the work was caused by the unit owner. Regardless of the foregoing, the Association shall not be responsible for incidental damage to any alteration or addition to the common elements made by a unit owner or his predecessor in title.

**9.2 Unit Owner Maintenance.** Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and of certain limited common elements. The owner's responsibilities include, without limitation:

**(A) All screens, windows, window glass, and related hardware and frames.**

**(B) The entrance door to the unit and its interior surface.**

**(C) All other doors within or affording access to the unit.**

**(D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit and serving only the unit.**

**(E) The circuit breaker panel and all electrical wiring going into the unit from the panel.**

**(F) Appliances, water heaters, smoke alarms and vent fans.**

**(G) All air conditioning and heating equipment, thermostats, ducts and related installations serving the unit exclusively.**

**(H) Carpeting and other floor coverings.**

**(I) Door and window hardware and locks.**

**(J) Shower pans.**

**(K) The main water supply lines running from the shut-off valve located immediately preceding the meter for the unit.**

(L) Other facilities or fixtures which are located or contained entirely or partially within the unit and serve only the unit.

(M) All interior, partition walls which do not form part of the boundary of the unit.

### 9.3 Other Unit Owner Responsibilities:

(A) ~~**Porches or Lanais and Garages.**~~ Where a limited common element consists of a porch, lanai area or garage, the unit owner who has the exclusive right to use the area shall be responsible for day-to-day cleaning and care of the walls, floor and ceiling bounding said area, if any; ~~and all fixed glass and sliding glass doors in portions of the entrance way to said area, if any;~~ and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and the concrete slabs of the garages. ~~No porch or lanai may be covered or enclosed in any way without the prior written approval of the Board of Governors.~~ The maintenance, repair and replacement and insurance of such approved covering or enclosure is the responsibility of the unit owner. Maintenance, repair and replacement of all screening is the responsibility of the unit owner.

(B) Lanais. Where a limited common element consists of a lanai area, the unit owner who has the exclusive right to use the area shall be responsible for the cleaning, maintenance, repair and/or replacement of all structural components and the exterior walls of the lanai, including, but not limited to, wiring, electrical outlet(s) and fixture(s) thereon, if any, light bulbs and screening, except for the concrete slab of lanai. The Association shall only be responsible for the maintenance, repair and/or replacement of the concrete slab of the lanai.

~~(C)~~ (B) Interior Decorating. The unit owner is responsible for all decorating within his own unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

~~(D)~~ (E) Flooring. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g., marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Governors prior to any work being done. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such

hard-surface flooring at the expense of the offending unit owner. All floor coverings existing as of the date of this Amendment shall be considered as conforming and shall be "grandfathered in." However, any new installations or replacements of existing floor coverings shall be required to comply with the requirements of this provision.

**(E) ~~(D)~~ Window Coverings.** The covering and appearance of windows and doors, whether by draperies, shades, or reflective film or other items, whether installed within or outside of the unit; or visible from the exterior of the unit, shall be subject to the rules and regulations of the Association. Sheets, blankets, foil, towels, newspapers and other similar items are prohibited. The appearance of the windows at all times must enhance the unit and the building.

**(F) ~~(E)~~ Modifications and Alterations.** If a unit owner makes any modifications, installations or additions to his unit or to the common elements with or without association approval, the unit owner, and his successors in title, shall thereby become financially responsible for:

- (1) insurance, maintenance, repair and replacement of the modifications, installations or additions; and
- (2) all damages to other property or persons caused by such modifications, installations or additions; and
- (3) the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the condominium property; and
- (4) damage to the modifications, installations or additions caused by work being done by the Association.

**(G) ~~(F)~~ Use of Licensed and Insured Contractors.** Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

~~9.4 **Appliance Maintenance Contracts.** If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within units and/or air-conditioning compressors and/or air handlers serving individual units, which the Association determines is to the benefit of the owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy, and voting at a meeting called for the purpose, or upon agreement by a majority of the voting interests in writing, the Association may enter into such contractual undertakings. The costs of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the unit owner.~~

**9.4 9.5 Alteration of Units or Common Elements by Unit Owners.** No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the prior written approval of the Board of Governors, which approval may be denied if the Board of Governors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. As part of the approval process, the owner must attach a current copy of the contractor's license and insurance to the request for approval form, which will become property of the Association and will be filed in the unit owner's personal file. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Governors. No owner may alter the landscaping of the common elements in any way without prior Board approval. The Board of Governors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation was not made in conformance with the original approved plans or has had unanticipated, adverse effects on the Condominium. Any approved alteration must commence within 90 days of written Board approval or the approval shall be considered withdrawn; further, any approved alteration must be completed within the time frame set forth on the written Board approval or the written approval shall be considered withdrawn and the owner will be required to immediately restore his/her unit to the condition existing prior to the written Board approval.

**9.5 9.6 Alterations and Additions to Common Elements and Association Property.** The protection, maintenance, repair, insurance and replacement of the common elements and association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or real property owned by the Association costing more than \$20,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.



**9.6 9.7 Enforcement of Maintenance.** If after reasonable written notice the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required above, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any common elements or of any portion of the unit to be maintained by the Association pursuant to this Declaration. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses or collection, if any.

**9.7 9.8 Negligence: Damage Caused by Condition in Unit.** The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any limited common element appurtenant to the unit (except those limited common elements required to be maintained by the Association), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from an owner's failure to perform this duty causes damage to other units, the common elements, association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

**9.8 9.9 Association Access to Units.** The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventative maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a key to the Association. If the Association is not given a key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by forced entry, and all damage resulting from delay in gaining entrance to his unit caused by the non-availability of a key.

**9.9 ~~9.10~~ Pest Control.** The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such services unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the owner thereof must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control services provided by the Association is a common expense, the election of an owner not to use the service shall not reduce the owner's assessments.

**9.10 ~~9.11~~ Porch or Lanai Enclosures.** The Board of Governors ~~has adopted~~ may adopt a basic approved plan for the construction and/or modification ~~screening and/or glassing-in~~ of porches or lanais, ~~subject to ARC approval~~. A unit owner may only construct and/or modify ~~screen or enclose~~ the porch or lanai serving his unit with prior written Board approval, and in accordance with the approved basic plans, ~~without specific consent from the Board of Governors, provided that such screening or enclosure conforms~~ Such construction and/or modification must conform in all respects with to the approved basic plans and specifications therefor.

**9.11 ~~9.12~~ Hurricane Shutters.** The Board of Governors ~~has adopted and approved~~ shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. No hurricane shutter except of the material components, specifications, color and style adopted by the Board of Governors shall be used in or upon the Condominium.

**10.4 Outdoor Cooking Restrictions.** All outdoor, open flame cooking apparatus' are to be used at least ten feet (10') ~~five feet (5')~~ from the exterior of the buildings or screened lanais, must be stored in the garage when not in use and must not be stored in front of the fire door. Propane tanks must conform to the laws established by the State of Florida covering multiple dwellings and cannot be larger than 2.7 lbs. (pounds).

#### **10.6 Parking of Vehicles.**

(A) Each apartment is limited to two (2) vehicles which are properly licensed to operate on federal, state or local roads or right of ways in the State of Florida. These two (2) vehicles shall be registered with the Association office and must conspicuously display the bar code issued by the Association at all times the vehicles are located on condominium property. The designated unit parking area for these two vehicles will be:

- (1) One in the enclosed garage space; and
- (2) One directly behind on the apron.

And these two (2) vehicles shall not be parked in guest/visitor parking.

The residents, and their guests, are not allowed to park a vehicle in front of the fire door of the building at any time.

Any vehicles parked on condominium property without displaying a proper pass or bar code, or with an expired pass, will be towed at the expense of the owner.

(B) Each vehicle must be of such size that it will fit into either the enclosed garage space and/or the apron. If you, as a resident, wish to use another designated unit's parking space, for one of your two permitted vehicles, you must have in writing in your Association file and the other owner's file, written permission to park in his/her designated space and your vehicle and decal registered to his/her designated parking space and your vehicle and decal registered to his/her unit. A unit owner, after written approval is received (and written approval from all 4 unit owners), may install an electric garage door opener for a double garage door enclosing his and one neighbor's designated enclosed garage space. After installation, the installing owner shall give to the accompanying parking space residents, one remote control for their use. The garage door opener must be kept in working order at all times or if in disrepair, either repaired or removed by the installing owner(s). Any garage door openers that have been installed or those unit owners that have written permission from the Board of Governors to install a garage door opener will be "grandfathered."

All residents' vehicles (no more than two permitted) shall be identified by a proper Provincetown bar code decal. Owner of the vehicle must present a current valid state vehicle registration issued in the name of an individual who is a permanent resident or "short term lease" resident before identification bar codes decals will be issued. A Provincetown Condominium identification bar code decal shall be attached permanently to the window glass of the vehicle and shall be conspicuously displayed while on condominium property. Should a new bar code decal be needed for any reason, a replacement identification bar code decal is available at the Association office at a cost of \$10.00.

All guests must obtain a parking pass from the Guard on duty at the time of entry.

Short term lessees (seasonal), on the first business day after their arrival in the community, must come to the Association office to register their vehicle in order to receive an identification bar code decal for parking while a resident of Provincetown.

(C) Motorcycles are not to be operated on the premises, except for ingress and egress. Motorcycle engines may not be revved up on the premises and must be operated with a muffler system in good operating condition.

(D) Sailboards and surfboards, boats, boat trailers, jet-skis, utility trailers, campers or RV's of any type, motor homes or mobile homes shall not be parked on the condominium property. All-terrain vehicles (ATV's), all-terrain cycles (ATC's), motorized dirt bikes, mopeds, motorscooters, dune buggies or any other type or style of motorized vehicle that can not be licensed shall not be parked on the condominium property. Such other vehicles in connection with commercial deliveries and services performed at the property may be parked in "Guest Parking" during business hours.

Occasional overnight guests who expect to remain in excess of twenty-four (24) hours ~~must should~~ secure a Guest Parking Permit from either the Association office or a Security Guard, stating the amount of time they will be parked in the occupant(s) designated parking area rather than the Guest Parking spaces. Guest parking permits shall be issued for a two (2) week period and may only be renewed for one (1) additional two (2) week period. Residents are not to use "Guest" parking areas for either of their two permitted vehicles for overnight parking.

(E) Passenger automobiles, vans and light pick-up trucks with single rear wheels of no more than one (1) tone designation, in presentable condition that will fit into the enclosed garage space are permitted vehicles. See Appendix for definition of permitted and nonpermitted vehicles.

(F) Vehicle Covers. Vehicles may only be covered with commercial automobile covers that do not contain any tears, rips, holes and that are consistent with the maintenance of the highest standards for a first class residential condominium.

## APPENDIX

### **Definition of Permitted Vehicles Provincetown Condominium Association, Inc.**

"Vans and light pick-up trucks" designates vehicles with no more than one (1) ton, single rear wheels or less rated weight carrying capacity. Commercial vehicles, as herein defined, shall be allowed with no conspicuous protrusions or hoists and must fit into the enclosed garage space. Any equipment carried in the bed of the pick-up shall be stacked and covered at all times while the vehicle is on the premises. Logos and signs should be limited in size and in good taste. All commercially licensed passenger vehicles will be permitted parking privileges. ~~This rule is intended to specifically permit the parking of passenger, cargo and like vans currently marketed under the following manufacturer's name plates:~~

~~Dodge Caravan, Chrysler Town & Country, Chevrolet Astro, Ford Acrostar and all other vehicles of similar design.~~ The term "light pick-up trucks" is specifically intended to include open bed

vehicles of not more than one (1) ton designation with single rear wheels, such as traditional pick-up trucks, El Caminos, Rancheros, as well as vehicles commonly marked as "jeeps", such as Ford Broncos, Chevrolet Blazers, Jeep Wagoneers, Suburbans, Expeditions, Navigators and the like.

"Commercial Vehicles" designates all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment or otherwise indicates a commercial use.

**Definition of Non-Permitted Vehicles  
Provincetown Condominium Association, Inc.**

"Campers" - designates all vehicles, vehicle attachments, vehicle toppers, trailer or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

"Mobile Homes" designates any structure or device of any kind whatsoever, which is not self-propelled but which is manufactured, designed, marketed or used as a dwelling.

"Motor Homes" designates any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain a shower, restroom or cooking facilities shall be considered motor homes.

"Boats" designates anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one (1) or more persons, or personal property.

"Trailers" designates any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

10.8. Any vehicle which is not currently licensed or cannot operate on its own power, or visibly displays one or more flat tires, shall not remain on the premises for more than seventy-two (72) twenty-four (24) hours. Any member of the Board, or any of the Board's agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall notify ~~affix a sticker thereto~~ notifying the owner of the vehicle in writing that it is considered to be in violation of the Condominium Documents and may not remain on the premises. If the owner fails or refuses to timely remove the vehicle and/or demonstrate that the vehicle is able to operate on its own power, the condominium Rules and Regulations. The vehicle may be towed at the owner's expense. This section shall not be construed to prohibit a unit owner from leaving his/her vehicle in an assigned garage space during an extended period of absence. The Board, or its designated agent, shall also notify owners in writing of any flat tires that are in violation of the Condominium Documents and may not remain on

the premises. If the owner fails or refuses to timely repair and/or replace the flat tire as demanded, the vehicle may be towed at the owner's expense.

**10.11 Enclosed Garages.** Enclosed garages are limited common elements subject to the regulations and inspection of the Condominium Association. These garages may be used only as parking areas for automobiles or other permitted, properly licensed vehicles. Properly licensed vehicles are to be parked in the designated garage space by parking with the front of the vehicle facing the enclosed garage and are not allowed to back said vehicle into designated garage area. Normal accumulations of garbage and trash may be placed in covered containers. All garbage, trash receptacles and recyclable bins shall ~~are to be~~ placed outside of the apron parking area of the building for collection no earlier than 6:00 p.m. E.T. the evening more than ten (10) hours before the scheduled pick-up. Resident owned bicycles may be placed in the enclosed parking space at the resident's risk. One (1) ladder not to exceed eight (8) feet in length, per unit, may be placed in the designated enclosed parking space at the resident's risk. A ladder (any size) shall not be permitted on and shall not be attached, protruding or visible on a resident or guest resident's vehicle located in either the garage, on the apron or in the guest parking area. ~~designated enclosed parking space (garage).~~ A ladder (any size) shall ~~not be permitted or attached, protruding or visible from a resident's vehicle placed on a designated apron parking space.~~ No resident's guest shall be ~~permitted on the premises with a ladder attached, protruding or visible on the guest vehicle in the garage, on the apron or in guest parking.~~ All Unless specifically permitted otherwise, all other visible articles are prohibited from the limited common element garage area. Items are not allowed to be stored on the overhang of the garage door nor any shelves allowed to be attached to any wall of the enclosed garage area. Personal item storage shall be contained in the storage cabinets provided for each unit in the garage area, which is identified by a number corresponding to each unit. All items stored within the garages are stored at the owner's risk and the Association is not liable for any reason for any damage or theft to such items. Barbeque grills are allowed to be stored in the enclosed designated garage area, but may not be stored in front of the fire door ~~however, cooking on the barbeque grill will only be allowed outside of the enclosed garage, at least five (5) feet away from the building.~~

**10.14. Tennis Courts.** The tennis courts are for the use of residents and their guests ~~when the guests are accompanied by a resident. All other parties will be asked to leave the tennis court area.~~ The tennis courts may be used occupied only by individuals actively engaged in playing a tennis match; all other individuals will be asked to leave the tennis courts. The use of the tennis courts is subject to the Rules and Regulations posted at the tennis courts and no bikes, roller blades or skateboards are allowed on the tennis courts.

**10.15. Other Common Areas.** All landscaped and grass areas, included within the designated pool area, tennis court area and swing-set play area shall not be used for recreational or sporting activities including, but not limited to, frisbee play, football, volleyball and baseball. All joggers and runners and individuals bicycle riding at night ~~should wear appropriate light colored clothing and are~~

personally responsible for their own safety on the roadways. ~~All barbeque grilling is to be done five (5) feet from the exterior of buildings and not on the interior of the lanai.~~

**Responsibility for Damage:** Each unit owner shall be responsible for any damages to the common elements caused by the owner, his family, tenants or guests.

**10.18 Unit Maintenance and Repairs.** All units and lanais shall be properly maintained and any repairs and maintenance needed to the plumbing or electrical systems serving an individual unit shall be accomplished expeditiously by the unit owner. Access to the roof areas is prohibited and if, for any reason, access to a roof area is needed, the Association office ~~must should~~ be contacted in order to gain access to a roof area. Any party who causes any damage while on a roof shall be held responsible for that damage, including any water damage to the interior of a unit. ~~Appropriate interior window coverings, (blinds, verticals, etc.) shall be used, flat sheeting, towels or aluminum foil is prohibited.~~

**10.19 Exterior Alterations.** No alterations, changes or modifications may be made in the exterior appearance of a unit with the exception of a screened or glassed-in lanai and/or hurricane shutters. A unit owner must request, in writing, from the Board of Governors, permission for the installation of a screened lanai and/or hurricane shutters, and submit a set of specifications plus the name of the contractor who will perform the installation. Upon receiving approval from the Board of Governors for a screened or glassed-in lanai and/or hurricane shutters, the installation and perpetual maintenance and repair of the screened or glassed-in lanai room and/or hurricane shutters shall be the responsibility of the unit owner ~~not be used as storage areas~~. All screen doors for entryway doors, (kitchens or living rooms) excluding lanai doors on the exterior of the building, must be ~~shall be~~ installed using a white aluminum screen door.

**10.21 Pool Rules.** The pools are for the use of the residents and their guests (limited to four (4) guests at any one time) when guests are accompanied by the resident. All other parties will be asked to leave the pool areas. No children under the age of twelve (12) years are permitted to use the pool unless they are accompanied and supervised by an adult resident. All children in diapers and training pants must wear rubber pants in the pool. No wheeled vehicles or toys, such as big wheels, bicycles, skateboards or tricycles are allowed in the pool area. Use of the swimming pool and pool area is subject to the Pool Regulations which are posted in the pool area and any party violating these Regulations will be asked to leave the area. Pool furniture shall not be removed from the pool area by anyone other than authorized personnel. The Association reserves the right to deny use of the pool to anyone at any time. No radios or tape/CD players will be permitted in the pool or other common areas unless used with individual earphones.

**POSTED POOL RULES**

1. THE POOL AREA IS FOR PROVINCETOWN RESIDENTS AND THEIR GUESTS ONLY - GUEST LIMIT (4)
2. RESIDENT MUST ACCOMPANY ANY NON-OVERNIGHT GUEST
3. CHILDREN UNDER 12 MUST BE ACCOMPANIED BY AN ADULT
4. NO GLASS OBJECTS ALLOWED IN POOL AREA
5. NO FOOD OR BEVERAGES ALLOWED IN POOL AREA
- ~~6. NO ANIMALS IN POOL AREA~~
- ~~7.~~ NO FLOATS, BALLS OR OTHER EQUIPMENT IN POOL AREA
- ~~7.~~ NO RUNNING OR EXCESSIVE HORSEPLAY IN POOL AREA
- ~~8.~~ PROPER BATHING SUITS MUST BE WORN IN POOL (NO CUT-OFFS)
- ~~9+10.~~ ALL CHILDREN IN DIAPERS, TRAINING PANTS, MUST WEAR RUBBER PANTS IN POOL
- ~~10+11.~~ SHOWER BEFORE ENTERING POOL
- ~~11+12.~~ MAXIMUM BATHING LOAD (26) PERSONS- POOL #1  
MAXIMUM BATHING LOAD (18) PERSONS- POOL #2
- ~~12+13.~~ SWIM AT YOUR OWN RISK
- ~~13+14.~~ NO LIFEGUARD ON DUTY
- ~~14+15.~~ THE ASSOCIATION RESERVES THE RIGHT TO DENY USE OF THE POOL TO ANYONE AT ANY TIME

LOCATION AND NUMBER OF NEAREST PHONE  
3400 NEW SOUTH PROVINCE BLVD.  
939-5535

**10.22 Security / Privacy Policy.**

~~(A) Condominium permanent resident owners and condominium permanent resident tenants shall have a Provincetown Condominium Association, Inc. vehicle identification decal placed on the lower left hand windshield corner of the driver's side of the vehicle.~~

**(AB)** All guests, contractors and employees of all residents shall have prior entrance authorized in writing or verbally by the resident. Notification to the Guard House by



phone (239) 41-939-0338) either on the day of the guest's arrival or in writing for a future day shall be the method of notification. The Guard House Security Officer will place a "day" bar code decal on the inside windshield of all "guest, etc." vehicles.

**(B)** The Board of Governors recognizes that it may be necessary for a resident to have a designated assisted living "caretaker" for the unit. The caretaker is to have access to the unit without prior notification to the Guard House. The resident shall

make these arrangements with the Association office. An appropriate pass for the windshield, with renewal every three (3) months, will be given to the caretaker.

**(C)** All real estate agents showing property in Provincetown shall be allowed entry with no preannouncement. The agent shall present a business card and identification card to the Security Guard and identify the unit to be visited. A "day" bar code decal is issued. The business card is kept in the Association office.

**10.23. Porches/Lanais.** Porches and lanais must only be used for the purpose for which they were commercially designed and shall only be furnished with items designed or sold as patio furniture and accessories or common furniture suited for the purpose of a lanai or porch which do not constitute a nuisance in the sole discretion of the Board of Governors. All other items are prohibited from being kept or stored on the lanai or porch. Lanais or porches shall not be used as a storage area, whether temporarily or permanently. Lanai or porch screens, windows, doors and furnishings must at all times be attached and affixed properly to the frame and must be free from any rips, tears, holes, breakage, missing parts or any other cause or reason so as to distract from the exterior appearance of the unit or building.

**11.10 "House Guests".** No guest(s) shall reside within a unit for a period of more than thirty (30) days (one month) during a calendar year. Written approval by the Association must be given for any period of visitation longer than thirty (30) days. Guest Parking Permits for use in the Guest Parking designated spaces, designated enclosed garage spaces or apron spaces must be obtained from the Association office for a period of two (2) weeks and renewed for one (1) a period of two (2) weeks in consecutive order. Residency in a unit after thirty (30) days (one month) signifies permanent occupancy. Permanent occupancy requires an Application for Occupancy form to be completed, and an interview to be held with the Board of Governors for the designated agent. A ~~lessee shall attach~~ the \$50.00 fee must be attached to the completed Application for Occupancy form before presentation to the Association office.