

SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STONECREST (CON'T)

vegetation which interferes with any construction, maintenance or repair on an easement or right of way, and the cost thereof shall be paid by the Owner to the party who removes such interference within fifteen (15) days after written notice. If the Owner shall fail to reimburse either the Declarant or Association, as the case may be, the Association shall levy and collect a Special Assessment against the Owner for reimbursement pursuant to the provisions of this Master Declaration.

8.13 **Set Back Requirements.** All structures, buildings, additions, or improvements, including trees used in landscaping, shall be set back in accordance with the minimum set back requirements as provided for under the "PUD" Zoning Classification affecting the Committed Property.

8.14 **Parking.** No boats, trailers, vans, motor homes, recreational vehicles, or other motor vehicles in excess of a 3/4 ton rating (hereinafter referred to as "Restricted Vehicles") shall be stored or parked on the Committed Property. Restricted Vehicles may be stored in designated parking areas to the extent made available by the Association. The Association may charge a reasonable fee for the storage and/or parking of the aforesaid Restricted Vehicles in the designated parking areas. If the fee is unpaid after fourteen (14) days written notice delivered by Association to the Owner, the Association may assess, as a Special Assessment, the Owner which shall become a lien against the Unit of the Owner of said Restricted Vehicle, enforceable as provided in this Master Declaration. The parking and storage of automobiles shall be limited to the driveways of Units and other areas specifically designated by the Association. No vehicle may be parked on any right of way or on any portion of the lawn or other landscaping of the Unit. No commercial vehicles shall be permitted to be parked or stored on any portion of the Committed Property for a period of more than four (4) hours. For purposes of this Section, "commercial vehicle" shall mean any vehicle which is not designated and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The Association is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Association is specifically granted the right to enforce this provision by the towing of any vehicles in violation of these provisions at the expense of the Owner, the charges for which shall be due and payable by Owner within fourteen (14) days of receipt of written notice demanding reimbursement delivered by Association to Owner. If the Owner shall fail to pay such amount within such time period, the Association shall levy a Special Assessment pursuant to the provisions of this Master Declaration. Notwithstanding anything to the contrary contained herein, motor homes and recreational vehicles may be parked on a Unit for no more than twenty-four (24) hours in any two-week period.

8.15 **Outside Storage.** No motor vehicles without current license plates shall be stored and/or parked anywhere on the Committed Property. No items may be hung or otherwise stored on a Unit outside the dwelling thereon, including without limitation scrap metal, any abandoned, wrecked or junked materials, items or articles, whether in the form of wrecked or junked vehicles, appliances, furniture, equipment, unsightly items, building materials, hoses, ladders, lawn or garden tools, equipment, or other items of any type.

8.16 **Motor Vehicle Repairs.** No Owner of any Unit, nor a member of his family, guests, invitees, licensees, or lessees, shall engage in the construction, reconstruction, repair, or maintenance on the Committed Property of any motor vehicle, regardless whether said motor vehicle is owned by the Owner; provided, however, that an Owner may wash and/or apply polish, change a tire, or change the oil (provided that used motor oil be disposed of in the manner required by law for such hazardous substances) on his own motor vehicle on Owner's Unit. There shall be no repair, assembling or disassembling of motor vehicles, except inside the Owner's garage.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. 8.14 (p. 40): Parking clause restricts pickup trucks or authorized work vehicles in direct violation of Fla. Stat. § 720.3075(3) (HB 1203).

Statutory / Legal Reference: Fla. Stat. § 720.3075(3)

Statutory Comparison: Fla. Stat. § 720.3075 as amended by HB 1203 renders unenforceable any covenant that prohibits an owner from parking a personal vehicle, including a pickup truck, or an emergency service/work vehicle in their driveway.

CURRENT WORDING IN DOCUMENT:

Parking . No boats , trailers , vans , motor homes , recreational vehicles , or other motor vehicles in excess of a 3/ 4 ton rating (hereinafter referred to as " Restricted Vehicles ') shall be stored or parked on the Committed Property . Restricted Vehicles may be stored in designated parking areas to the extent made available by the Association .

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Notwithstanding any provision herein to the contrary, personal pickup trucks, law enforcement vehicles, emergency services vehicles, and work vehicles operated by a resident or owner may be parked in the resident's designated driveway or parking area, pursuant to Fla. Stat. § 720.3075.

ISSUE #1