

of any air conditioning equipment servicing his unit, although such equipment not be located in the unit, which shall be designated as limited common elements to be maintained by those entitled to use such limited common elements pursuant to Section 718.113(1), F.S. (1988), and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein. ( Unit owners are responsible for the maintenance, including cleaning, repair or replacement of windows and screening thereon, screen doors, fixed and sliding glass doors, garages and garage doors.

- B. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements other than air conditioning equipment servicing individual units, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the units, and including artesian wells, pumps and piping and fixtures serving individual units. Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways shall be the Association's responsibility. Sliding glass doors, screen doors, windows and screens on windows, patios, terraces or balconies shall not be the Association's responsibility, but shall be the responsibility of the unit owner. Should any damage be caused to any unit by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage.
- C. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside a unit or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside a unit, and such loss, damage or destruction is insured for such casualty under the terms of the Association's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the unit owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is a unit owner's responsibility to maintain.
- D. In the event owners of a unit make any structural addition or alteration within the unit affecting the common elements without the required written consent, the Association shall have the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or to make emergency repairs which are necessary to prevent damages to the common elements or to another unit or units. The Association shall have the right to levy at any time a special assessment against the owners of the unit in the same proportion as each such unit owner's share of the ownership of the common elements for the necessary sums to put the improvements within a unit affecting the common elements and condominium property in good condition and repair or to remove any unauthorized structural addition or alteration.
- E. The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property and may join with other condominium corporations on contracting with the same firm, person or corporation for maintenance and repair.
- F. The Association shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc., at any time without the written consent of the Association.

X  
USE RESTRICTIONS

- A. Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. Each two-bedroom, two and one-half bath unit is hereby restricted to no more than five (5) occupants.

- B. The unit may be rented provided the occupancy is only by one (1) lessee and members of his immediate family and guests. No rooms may be rented and no transient tenants may be accommodated. No lease of an unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a unit owner. Time sharing of units is prohibited. Ownership of a unit on a monthly or weekly time sharing program is prohibited. Subleasing of units is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association. The minimum rental period shall be thirty (30) days.
- C. No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or use of the common elements that will increase the cost of insurance upon the condominium property.
- D. No immoral, improper, or offensive use shall be made of the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.
- E. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association as provided by its Articles of Incorporation and By-Laws.
- F. The Board of Administration or the agents and employees of the Association may enter any unit at reasonable times, when necessary for the maintenance, repair and replacement of any common element or to make emergency repairs which are necessary to prevent damage to the common elements or to another unit or units, in accordance with its By-Laws and Section 718.111(5), F.S. (1986).
- G. No sign, advertisement or notice of any type shall be shown on the condominium property or any unit and no exterior antennas and aerials shall be erected except as provided under uniform regulations promulgated by the Association. This subparagraph G shall not apply to the Developer and/or institutional first mortgagees.
- H. An owner shall not place or cause to be placed in the walkways or in or on any other common areas and facilities, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.
- I. It is prohibited to hang garments, rugs, etc., from the windows, patios or balconies from any of the facades of the buildings.
- J. It is prohibited to dust rugs, etc., from windows, patios or balconies or to clean rugs, etc., by beating on the exterior of the buildings.
- K. No auto parking space may be used for any purpose other than parking automobiles which are in operating condition. No other vehicles or objects, including but not limited to trucks, motorcycles, recreational vehicles, motorhomes, trailers, and boats, will be parked or placed upon such portions of the condominium property unless permitted by the Board of Administration. In the event motorhomes or recreational vehicles are permitted to be parked in designated areas, overnight camping in these vehicles is prohibited. No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.
- L. Until the Developer has closed all the sales of the units in the condominium, neither the other unit owners nor the Association shall interfere with the sale of such units. The Developer may make such use of

the unsold units and common elements as may facilitate its sales, including but not limited to maintenance of a sales office, model units, the showing of the property, and the display of signs.

- M. One (1) pet shall be allowed to be kept in the owner's unit, however, the pet shall not exceed thirty (30) pounds in weight. All pets must be kept on a leash not more than six (6') feet long when outside the owner's unit. Each pet owner shall be responsible for cleaning up after his pet in the common areas, and pets may only be walked in such areas as are designated by the Board of Administration.
- N. No unit owner shall allow anything whatsoever to fall from the window, patio, balcony, terrace, porch, or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the patios, balconies, terraces or porches, ventilators, or elsewhere in the building or upon the grounds. A unit owner shall not place, store or use any item, upon any patio, balcony, terrace or porch without the approval of the Association, other than standard patio chairs, tables and furnishings. This prohibition includes potted or hanging plants whose placement upon any patio, balcony, terrace or porch shall require the approval of the board of administration. Gas or electric grills are permitted on patios or balconies but charcoal grills are prohibited.

#### XI

##### LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY UNIT

No owner of a unit shall make any structural modifications or alterations of the unit. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the unit buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the unit building; further, no owner shall in any manner change the appearance of any portion of the unit building not wholly within the boundaries of his unit. The Association will permit the installation of storm shutters by individual owners provided the installation of storm shutters is uniform in appearance and the exterior face color is in harmony with the exterior scheme of the condominium and is within the interior boundaries of the terrace, balcony or patio area. Prior to installation, written approval of the Board of Administration of the Association must be obtained by the unit owner.

#### XII

##### ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by written approval of a majority of the unit owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all unit owners for the cost thereof as a common expense.

#### XIII

##### AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the Public Records of Brevard County, Florida, after approval by the owners of sixty-seven (67%) percent of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the By-Laws and Articles of Incorporation of the Association, and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend