

## ARTICLE XVIII - MISCELLANEOUS PROVISIONS & OWNER RESTRICTIONS

A. Occupancy and Use. The Unit Owner shall occupy and use his residential Unit as a private dwelling for himself and members of his family and social guests, and for no other purpose.

1. In the event the Unit Owner is an artificial entity, the Unit shall be occupied and used by those individuals of the entity as may have been approved by the Developer or the management firm, if there is a management agreement in effect, and thereafter by the Board of Directors of the Association.

2. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

3. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property.

4. Except for one (1) portable, removable United States flag, which may be displayed in a respectful manner on the exterior of the Unit and reasonable accommodation for the attachment on the mantel or frame of the door of the unit owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep, the Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the buildings except with the prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors.

5. No person shall use the Common Elements, or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

6. No Unit Owner shall show signs, advertisements, or notices of any type on the Common Elements or in his Unit or within his Unit which said signs, advertisements, or notices are visible from the exterior of the Unit, without the prior written consent of the Association.

7. No Owner or occupant of a Unit, including lessees and guests, shall be permitted to maintain any animals in their Unit or on the Condominium Property except as provided herein. Each Owner or occupant (regardless of the number of joint owners or occupants) may maintain up to one (1) household pet in his Unit, to be limited to dogs (not exceeding twenty (20) pounds) or cats, provided such dogs or cats have been registered with the Association and are not kept, bred or maintained for any commercial purposes and do not become a nuisance or annoyance to neighbors. Each Owner or occupant who is permitted to

maintain a properly registered dog or cat shall comply with all of the additional restrictions set forth in this Paragraph governing pets. Any dog or cat that has been properly registered may be replaced upon their death or removal from the Unit. No reptiles or other wildlife shall be kept in or on the Condominium Property (including Units). Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All dogs must be kept on a leash no more than six (6) feet in length at all times when outside the Unit. No pets may be kept on balconies when the Owner is not in the Unit. Violations of the provisions of this Paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Condominium Property. This Paragraph shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors.

8. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be permitted. All parts of the Condominium 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 Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

9. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party violating any such provisions.

10. The rights of access and use established with respect to the Condominium Property shall be subject to security checks and restrictions. In the event the Association hires security personnel, such personnel shall have the right to stop and question persons and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing such rights to the satisfaction of the security personnel may be required to leave the Condominium Property.

11. The entrances, passages, vestibules, elevators, lobbies, halls and like portions of the Common Elements shall not be obstructed nor used for any purpose other than the ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, or any other similar objects be stored therein. The personal property of Owners must be stored in their respective Units or in assigned storage lockers or spaces, if any.

12. No Owner shall interfere with or direct any employees of the Association. Employees of the Association are not to be utilized for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association, except to the extent such responsibility may be delegated to the Association's manager.



13. No Owner shall make or permit any disturbing noises in the Condominium by himself or his family, servants, employees, agents, visitors, or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Owner shall play or permit to be played any musical instrument, nor operate nor permit to be operated a phonograph, television, radio, sound amplifier or other electronic equipment in a Unit in such a manner as to disturb or annoy other residents.

14. The Association may retain a pass-key to all Units. No Owner shall alter any lock, nor install a new lock, without the prior written consent of the Board of Directors. Where such consent is given, the Owner shall provide the Association with an additional key.

15. An Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

16. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas.

17. In order to preserve the residential character of the Condominium, no business, trade or profession of any type shall be operated from within any Unit. Notwithstanding the foregoing, residents shall not be restricted from utilizing home computers, fax machines and telephones for personal or business use, provided such practice does not violate the residential character of the Condominium.

18. Unit Owners shall park their automobiles in their spaces as assigned. Unit Owners shall not park their automobiles in any guest parking areas, or any other part of the Common Elements. Any guests or invitees or servants of said Units shall be required to use the guest parking spaces.