

by any mortgagee of a Condominium Unit.

- (b) If it is determined in the manner elsewhere provided that the damages for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of the Unit.

- 14.7 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

15. Restrictions on Use of Condominium Unit.

- 15.1 Condominium Use. No condominium shall be occupied and used except for residential purposes by the owners, their tenants, and social guests, and no trade or business shall be conducted, except a residential unit may be used as a combined residence and executive or professional office by the owner of it, so long as the use does not interfere with the quiet enjoyment by other residential unit owners of their units. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

- 15.2 Occupancy. Each Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder, employee or designee of such corporation; (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an

individual lessee or sublessee, (ii) an officer, director, stockholder, employee or designee of a corporate lessee or sublessee, (iii) a partner, employee or designee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy of a Unit (except for temporary occupancy by visiting guests) exceed the greater of six (6) persons in the entire Unit or two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this subsection 15.2 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren, and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 15 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

15.3 Nuisances. No noxious, illegal, or seriously offensive activities shall be carried on in any condominium, or in any part of the property, nor shall anything be done which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his or her respective unit, or which shall in any way increase the rate of insurance for the project, or cause any insurance policy to be canceled or cause a refusal to renew the same or which will impair the structural integrity of any building.

15.4 Vehicle restrictions. No trailer, camper, mobile home, motor home, house car, commercial vehicle, truck (other than standard size pick-up truck or standard size van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any area within the property, unless placed or maintained within an enclosed garage.

Commercial vehicles shall not include sedans or standard size vans and pick up trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the board of administration of the association. No noisy or smoky vehicles shall be operated on the property. Twenty-four (24) hours after notice has been personally delivered to the owner by an agent of the association or placed on the windshield of the vehicle or forty-eight (48) hours after notice has been mailed to the address of the registered owner of the vehicle parked, stored, or maintained on the premises, in violation of the provisions of this condominium declaration, the owner shall be deemed to have consented to removal of the vehicle from the project. The association or its agents or employees shall then have authority to tow away and store any such vehicle, whether the vehicle shall belong to a unit owner, or his or her tenant, a member of the owner's family, or the owner's guest or invitee. Charges for towing and storage shall be paid by the unit owner responsible for the presence of such vehicle.

15.5 Signs. No signs shall be displayed to the public view in any units or on any portion of the property, except the right of the Developer to display signs prior to sale of all the Units or signs approved by the board or committee appointed by the board.

15.6 Animals. No animals, reptiles, insects, or birds of any kind shall be raised, bred, or kept in any condominium, or in any portion of the property except Pets kept in cages or aquariums or no more than a total of two (2) usual and ordinary household pets, such as a dog, cat, bird, etc. may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times.

Notwithstanding the foregoing, no pets may be kept on the property which are obnoxious or annoying to other unit owners. No pets shall be allowed in the common area except as may be permitted by the rules of the board of administration. No dog shall enter the common area except while on a leash which is held by a person capable of controlling it. All waste must be picked up by the pet owner.

After making a reasonable attempt to notify the owner, the association or any owner may cause any unleashed dog found within the common area to be removed by the association to a pound or animal shelter under the jurisdiction of the County of Pinellas, State of Florida, by calling upon the appropriate authorities, where the owner may, on payment of all expenses, repossess the dog. Owners shall prevent their pets from soiling any portion of the common area and shall promptly clean up any mess left by their pets. Owner shall be fully responsible for any damage caused by their pets.

15.7 Garbage and Refuse Disposal. All rubbish, trash, and garbage shall be regularly removed from the property, and shall not be allowed to accumulate on the property. Trash, garbage, and other waste shall be disposed through the garbage chute. The association shall be responsible for removal of garbage from central pick up points.

15.8 Radio and Television Antennas. No alteration to or modification of a central radio and/or television antenna or cable television system, whichever is applicable, if developed by condominium declarant or a cable television franchisee and as maintained by the association or the franchisee, shall be permitted, and no owner may be permitted to construct and/or use and operate an external radio and/or television antenna without the consent of the board. The Condominium Association will pay for basic cable television service and the Unit Owner will pay for any premium cable service.

15.9 Architectural Control. No building, fence, wall, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, installed, erected, painted, repainted or maintained upon the property, nor shall any alteration or improvement of any kind be made, until it has been approved in writing by the board, or by an architectural control committee appointed by the board.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of the improvements alterations, etc., shall be submitted to the board or to the architectural control committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location with

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respect to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with condominium declarant's original color scheme, or to rebuild in accordance with declarant's original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the board or an architectural control committee, or to rebuild in accordance with plans and specifications previously approved by the board or by the architectural control committee appointed by the board. Nothing contained herein shall be construed to limit the right of an owner to paint the interior of his or her unit with any color desired.

No landscaping of patios or yards visible from the street or from the common areas not involving the use of natural plants, grass, trees, or shrubs, and which involves the use of synthetic materials, or concrete, rock, or similar materials shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the board or by an architectural control committee appointed by the board.

The architectural control committee shall consist of three (3) members. Condominium declarant may appoint all the original members of the committee and all replacements until the first anniversary of the issuance of the original final public report for the project. Condominium declarant reserves to itself the power to appoint a majority of the members of the committee until 100% percent of all the units in the project have been sold. Thereafter, the board shall have the power to appoint all of the members of the architectural control committee. Members appointed to the architectural control committee by the condominium declarant need not be members of the association. A majority of the architectural control committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the successor shall be appointed by the person, entity, or group that appointed the member until declarant no longer has the right to appoint any members to the committee, and after that, the board shall appoint a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for

services performed. In the event the committee fails to approve or disapprove plans and specifications within thirty (30) days after the same have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

- 15.11 Drapes. All drapes, curtains, window coverings, shutters, or blinds visible from the street or common area shall be beige in color or lined in beige or of colors, materials, and patterns that are approved by the Board or its authorized committee.
- 15.12 Balconies. There shall be no outside laundering or drying of clothes. No draping of towels, carpets or laundry over railings shall be permitted.
- 15.13 Power Equipment and Car Maintenance. No power equipment, hobby shops, or car maintenance (other than emergency work) shall be permitted on the property except with prior written approval from the board. Approval shall not be unreasonably withheld and, in deciding whether to grant approval, the board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.
- 15.14 Liability of Owners for Damage to Common Area. The owner of each unit shall be liable to the association for all damage to the common area or improvements on it caused by the owner or any occupant of his or her unit or guest or by the owner's pets, except for that portion of the damage, if any, fully covered by insurance. Liability of an owner shall be established only after notice to the owner and hearing before the board. In the event an owner disagrees with the decision of the board on the question of liability, the owner may petition a court of law or submit the matter to arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and conclusive on the parties.
- 15.15 Parking Spaces; Storage. The project includes 50 total parking spaces. Forty-four (44) of those are designated as Limited Common Elements on the condominium plan, and are reserved for the exclusive use of the owners of the units to which they are assigned. The remaining 6 spaces

shall be reserved for guests.

15.16 Heavy Use of Electrical Power. No unusually large or heavy use of electrical power shall be permitted within the project where there is a central meter or master meter serving more than one unit. In any case where a garage assigned to a particular unit is supplied with power through a central meter or master meter, the owner of the unit to which the garage is assigned shall not use electrical outlets in the garage for running appliances, tools, power equipment, battery chargers, or any other machinery or equipment using large amounts of electrical power.

15.17 Joining units. An owner of horizontally adjacent units shall have the right to join the units. In furtherance of that, an owner may notify and utilize common areas between the units so long as the modifications do not affect the structural integrity of the project or impair any other owner's reasonable use of the common areas, or the utilities that may be located on the common areas, or the value of the project, subject to the prior written approval of any such modifications by the architectural control committee. All costs and expenses of the modifications, and subsequent restoration of the areas shall be borne by the owner of the units so joined. After approval of the proposed modifications by the architectural control committee and prior to commencement of work, the owner making the modification shall post a bond or bonds in an amount acceptable to the architectural control committee to protect the association and project against liens and to insure completion of the work. In joining units, an owner shall have reasonable access to other units as may be required to accomplish the modifications approved by the architectural control committee. The modifications shall not, however, change the status of units which shall continue to be treated legally as separate condominium units, each entitled to one vote, and each required to pay its separate assessment. In the event common ownership of joined units is for any reason terminated, common areas which have been altered shall be immediately restored to their original design and status.

16. Boat Slips

16.1 Boat Slips.

(a) The Developer may construct boat slips adjacent to and

contiguous to the development. The docks are numbered pursuant to the plan attached as Exhibit "2". The Developer or the Association shall have the authority to enter into a submerged land lease with the Department of Environmental Protection of the State of Florida. The submerged land lease will be for a term of five (5) years. The lease may be renewed subject to compliance with the lease provisions applicable to law. The Association is hereby given the right to enter into renewals of the submerged land lease on behalf of the Association. Neither the sovereignty land lease nor the leasehold interest therein, nor the facilities that exist on the lease are being submitted for condominium ownership. The docks are numbered pursuant to the plan attached in Exhibit "2". Each boat slip in the marina area is hereby restricted to use by the Unit Owner who has been assigned the use of such space and his permitted Lessees, their immediate family, guest and invitees for the purpose of docking a single pleasure or recreational boat or vessel therein, exclusive of life boats or dinghies, that are normally carried on board such boat or vessel. The use of any boat slip for any commercial venture is expressly prohibited. While docked within any of these boat slips no boat or vessel shall be used or occupied as a temporary or permanent residence. Without limitation of the generality of the foregoing, no person shall occupy any vessel or boat docked within a boat slip for a period in excess of twenty-four (24) hours during any consecutive seventy-two (72) hour period. At no time shall more than one boat or vessel (exclusive of lifeboats or dinghies carried on such boat or vessel) be docked or moored in a boat slip. Notwithstanding anything to the contrary contained herein or in any rules or regulations from time to time promulgated by the Association, so long as Developer owns any boat slip spaces, Developer may utilize a boat slip or boat slips of its choice for a model, prototype or other usage for the purpose of selling Units. Further, Developer may assign its commercial usage right to such other persons or entities as it may choose; provided, however, when all such boat slips have been transferred, Developer's right to such commercial usage shall immediately cease.

- (b) In the event the construction of the docks has not been completed prior to completion of the construction of the condominium, the Declarant, Declarant's Transferee,

employees, contractors or subcontractors shall have a non-exclusive right to ingress and egress across the common area for the purpose of completing the construction of the docks. The Association consents to the construction of the docks and appoints the Declarant as its authorized representative to execute any and all applications or documents with the appropriate governmental authorities necessary to construct the docks. If necessary, the Association agrees to execute any and all application permits or documents necessary for construction of the docks upon request by the Declarant.

16.2 Maintenance and Repair. The boat slip owners shall be responsible for the maintenance, repair, utilities, property taxes, insurance, submerged land lease payments, and any other expenses associated with the upkeep of the docks. The dock owners agree to pay an additional maintenance assessment to the Condominium Association for these expenses. The additional maintenance fee shall be the sum of Two Hundred and forty (\$240.00) Dollars per year payable on an annual basis beginning the date of the closing on the boat slip. Said assessment shall be payable on the first day of January of each and every year. The Condominium Association shall maintain a separate accounting for the maintenance assessments paid by boat slip owners. All of these additional assessments paid by the boat slip owners shall be used exclusively for the expenses associated with the docks. Notwithstanding the above, the Declarant shall not be assessed any assessment for ownership of a boat slip, provided the dock is not being used by the Declarant or rented to any third party.

16.3 Lien for Assessment In the event a boat slip owner fails to pay his assessment within fifteen (15) days of its due date, the Association shall have a right to place a lien on Owner's Unit. Said assessment shall be enforceable by the Association in accordance with the provisions of Paragraph 13. The Association shall have a right to assess a late payment penalty in the event any payment is more than fifteen (15) days late and the dock owner shall be liable for interest at the rate of Eighteen (18)% per cent per annum from the due date of the assessment, costs and reasonable attorney fees.

16.4 Determination of Assessment. The dock owners shall have

the right to elect a subcommittee of the Association consisting of three (3) dock owners. The dock owners subcommittee shall determine the amount of annual assessment as set forth in Paragraph 16.2, hereinabove. Said sub-committee shall be elected by the dock owners at the annual meeting of the Condominium Association. The Developer shall retain the right to veto any decision of the committee that in its sole discretion affects its interest or ownership of the docks.

16.6 Condition of Boats or Vessels. All boats or vessels docked or moored in a boat slip shall be maintained in a good, safe, clean, sanitary and seaworthy condition at all times. The Association shall have the right upon reasonable notice to cause to be removed from the Marina Area any boat or vessel that the Association determines to be a fire, health or safety hazard, and the cost of such removal may be assessed against the Unit Owner assigned the boat slip in which the boat or vessel is docked as a Special Assessment, which may be collected in the same manner as any regular assessment.

16.7 Right of Entry for Maintenance of Common Areas. Whenever it is necessary to enter upon any boat slip, or any boat or vessel docked or moored in a boat slip, or any boat or vessel docked or moored in a boat slip, for the purpose of performing any maintenance, alteration or repair to any portion of the Common Areas of the Marina Area, the Unit Owner to whom the boat slip has been assigned shall permit any duly constituted and authorized agent of the Association, to enter such boat slip (or any boat or vessel docked therein) for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

16.8 Limitation on Alteration to Boat Slip. No Unit Owner shall permit there to be any improvements, decorations, modification, changes or alternations made to their boat slip without first obtaining the written consent of the Association, which consent may be withheld if the

Association determines in its sole discretion that such modifications or alterations would adversely affect or in any manner be detrimental to the Marina Area in part or in its entirety. No modification or alteration shall be permitted that would cause any increase in any insurance premiums paid by the Association, or not be in compliance

with all building codes, laws and regulations.

17. Selling, Leasing and Mortgaging of Units. Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 16.

- 17.1 Board Approval. There shall be no sale, lease or transfer of interest, legal or beneficial, nor transfer of possession of a Unit without the prior written approval of the Board of Directors of the Association. In the event a corporation, partnership, trust, or other legal entity owns a Unit, the transfer of all or substantially all of the beneficial ownership of such entitle shall be considered a transfer of interest in the Unit. In the event of leasing of Units, the Board shall have the right to require that a substantially uniform form of lease be used. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. No lease shall be valid or approved for a term of less than three (3) months, and only two (2) leases shall be approved in any twelve month period. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant(s) which constitute a violation of, or non compliance with, the provisions of this Declaration, the Articles, By-Laws and of any or all rules and regulations of the Association. The provisions of this Section 17.1 shall not apply to the sale of Units by the Developer. The provisions of this Section 17.1 shall not apply to a transfer or purchase by Institutional First Mortgagees which acquire title as a result of their mortgage lien on the Unit, regardless of whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall this Section 17.1 require approval of a purchaser who acquires title to a Unit at a duly advertised public sale, with open bidding provided by law, including but not limited to an execution sale, a foreclosure sale, a judicial or a tax sale. No fee shall be charged by the Association

in connection with the transfer or approval which is in excess of the expenditures reasonably required for such transfer, nor shall the expense exceed the fee permitted under the Act, from time to time, which at the time of execution of this Declaration is \$100.00 per applicant, other than husband/wife or parent/dependent child, which are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. Any Unit Owner desiring to sell, lease or deliver possession of a Unit shall submit to the Board an application for approval, which application shall be in writing and in a form approved by the Association, and shall provide the name, address and telephone number of the desired purchaser or tenant, the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require. The Board must either approve or disapprove the request within seven (7) days after its receipt of the request or such supplemental information as it may reasonably require. If a sale is approved, a recordable Certificate of Approval shall be executed by the Association to be recorded at the expense of the purchaser. If a lease is approved, a written notice of approval will be provided by the Association. The Board's failure to give the Unit Owner the Certificate of Approval or written notice of approval within the seven (7) day period shall be deemed to be the Board's consent to the same.

17.2 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

17.3 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by give, to devise his Unit by will, or to have Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 16.

17.4 Ground Floor Parking Spaces. No ground floor parking space shall be assigned or transferred by the Owner of

the Unit to which it is appurtenant to any other person or entity.

18. Amendments. Except as elsewhere provided, this Declaration may be amended in the following manner:

18.1 Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of meeting at which the proposed amendment is considered.

18.2 Resolution of Adoption. A resolution adopting the proposed amendment may be introduced by the Board of Directors or by the members of the Association, Director and members not present in person or by proxy at the meeting considering the amendment b\may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided, approval of the amendment must be either by:

(q) A majority of the votes of the entire membership of the Association; or

(r) Not less than one-half (½) of all of the Board of Directors in the case of Amendments that are only for one or more of the following purposes:

(i) To correct misstatements of fact in this Declaration or its Exhibits, including, but not limited to, the correction of errors in the legal description of the real property or in the surveys thereof. If said Amendment is to correct this Declaration so that they total of the undivided shares of the Unit Owners in either the Common Elements, Common Surplus or Common Expense shall equal 100%, the Owners of the Units and the holder of liens or encumbrances on the Units for which modifications in the shares are being made shall also approve the amendment.

(ii) To change boundaries between Units in the manner elsewhere stated, providing the amendment is signed and acknowledged by the owners, lienors and holders of the mortgages of the Units concerned.