ARTICLE 10 USE AND OCCUPANCY COVENANTS

Airport 43rd

10.1 <u>Antennas and Aerials</u>. Except upon approval by the Board, no antenna, satellite dishes, or aerial shall be placed by an Owner upon the Common Elements or affixed to the exteriors of a Premises, and no antenna or aerial placed or affixed within the Premises shall extend or protrude beyond the exterior of a Unit or the planes of such exteriors.

10.2 <u>Awnings and Shutters</u>. No awning, canopy, or shutter, including a hurricane or storm shutter, shall be attached or affixed to the exterior of the Premises unless such awning, canopy or shutter has been approved by the Board. Hurricane shutters approved by the Board may only be installed and remain in place during a hurricane or hurricane watch or alert, and such shutters must be removed by the respective Owner thereof within seventy-two (72) hours thereafter, and if not so removed by an Owner such shutters may be removed by the Board at the expense of such Owner.

10.3 <u>Signs</u>. No sign, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any part of the Condominium Property except in a place, style and manner approved by the Developer and the Board and, if required, by the County.

10.4 Exterior Changes. No Owner shall paint, refurbish, alter, decorate or change any outside or exterior surface of the Condominium Property, including any walls, doors, or windows serving such Premises without first obtaining specific written approval thereof by the Board, which approval may be withheld by the Board in its sole and absolute discretion, and which approval the Board shall not grant if, in its opinion, the effect of any of the foregoing will be detrimental to the aesthetic appearance of the Condominium Property.

10.5 <u>Food Preparation</u>. No Owner shall use or permit its Premises, or any portion thereof, to be used for the preparation and on-site retail sale of food products; provided that the use of any Premises as a so-called catering commissary, or such other use where food preparation is performed on-site for delivery to the ultimate purchaser off-site, shall be allowed upon the prior written approval of the Board, and in accordance with all applicable governmental and/or municipal regulations and requirements.

10.6 <u>Nuisance</u>. No Owner shall cause or permit to come from its Premises any unreasonable noises or odors or commit or permit to be carried on any nuisance or any immoral or illegal activities on the Condominium Property.

10.7 Litter. No article of personal property shall be hung or shaken from the doors or windows of any Premises. No Owner shall sweep or throw from any Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except in closed containers deposited in receptacles or placed for pick-up in accordance with Rules promulgated by the Board.

10.8 Utility Addition. No additional utility fixture or improvement, including without limitation any water, sewage, electrical, air conditioning or heating system, line, duct, conduit, pipe, or wire, shall be added to service any Premises without the prior written consent thereto by the Board.

10.9 <u>Increase in Insurance Rates</u>. No Owner shall take any action, without the prior written approval of the Board, which will result in an increase in the rate of any insurance policy or policies covering any part of the Condominium Property.

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10.10 <u>Rules</u>. The Board may promulgate such Rules as it determines to be in the best interests of the Owners, and such Rules shall, as long as they remain in force, be deemed additional covenants and restrictions as to the ownership, use, and occupation of the Condominium Property.

10.11 Fire and Safety Access. In the event that any Owner is the Owner of all Units on a floor of the Building, such Owner shall be obligated to maintain a fire and safety access through such Owner's Unit as may be required by the applicable fire and safety codes, during normal business hours or otherwise, as required by such codes.

10.12 Effect on Developer and Association. The restrictions and limitations set forth in subparagraphs 10.3, 10.4 and 10.5% shall not apply to the Developer (or any entity owned by or affiliated with Developer) or to Units owned by the Developer (or any entity owned by or affiliated with Developer). The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article 10 for good cause shown.