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VII. RESTRICTIONS.

Section 1. No Residential Uses. The Property may not be used for residential purposes.

Section 2. Common Easement. As set forth in this Declaration, the Common Easement may be used only for ingress and egress and related purposes, including access from one Parcel to another Parcel. Since the Common Easement is for the common benefit and use by all owners, guests and invitees of Pharmed Industrial Park, the Association may not convey, mortgage, pledge, assign, hypothecate or transfer in any manner the interest of the Association, in whole or in part, in such Common Easement without the express written consent of the Owners of all Parcels.

Section 3. Rules and Regulations. The Association may, from time to time and at any time, promulgate reasonable rules and regulations for the use of the Common Easement as it may deem beneficial to the members of the Association.



Doral Industrial Park

Section 4. Nuisances. Nothing shall be done or maintained on any Parcel or within a Unit which may be or become an annoyance or nuisance. In the event of a dispute or question as what may be or become a "nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 5. Fences. No fences shall be erected on or about the Parcels or within the Common Easement without the express written consent of the Owners of all Parcels in Pharmed Industrial Park and the Developer, if it then owns any Parcel therein.

Section 6. Prohibited Uses. No Parcel shall be used as a restaurant or cafeteria, snack or coffee shop, paint and body shop, carpentry shop, slaughterhouse, or for the sale or storage of petrochemicals or other substances that are or may be hazardous to the environment in a manner contrary to law. No Parcel may be used in contravention of any local, state or federal law or regulation. No portable toilets shall be located on any of the Parcels or Common Easement except, that during construction of buildings on a Parcel, the use of portable toilets will be permitted.

Section 7. Signs. No sign of any kind shall be displayed to the public view on or from any Parcel except as may be reasonably approved by the Association.

Section 8. Temporary Structures. Except as may be approved or used by the Developer during development, construction and/or sales periods, no structure of a temporary character, including trailers, mobile homes or recreational vehicles shall be

permitted on any Parcel or on the Common Easement at any time except that the temporary use and location of a construction trailer will be permitted during the development or construction of any Parcel. As used herein the term "trailer" shall not be deemed to include a semi trailer of the type commonly pulled by a tractor/truck for highway transportation purposes and which is temporarily located on a Parcel for loading and unloading purposes.

Section 9. Architectural Control. No building or other structure or improvement of any nature (including, but not limited to, screen enclosures, hedges, other landscaping, exterior paint or finish, awnings, shutters, hurricane protection, asphaltting, sidewalk/driveway surfaces or treatments, fences, walls and similar improvement, improvements of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, constructed, placed, installed or altered on any part of the Parcels until such construction plans and specifications and a plan showing the location of the structure and landscaping thereof, as may be required by the Architectural Control Board (which shall be a committee appointed by the Board of Directors of the Association; absent such appointment the Board shall serve in such capacity), have been submitted to and approved, if at all, in writing by the Architectural Control Board and all necessary governmental permits are obtained.

Each building, wall, fence (if any) or other structure or improvement of any nature, together with landscaping, shall be erected, constructed, placed, installed or altered upon premises a Parcel only in accordance with the plans and specifications and

plot plan so approved and in accordance with applicable governmental permits and requirements.

The refusal of approval of plans, specifications and plot plans, or any of them, may be based on any reasonable ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Board appear sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval by such Architectural Control Board.

The Architectural Control Board shall have the power to promulgate such reasonable rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Architectural Control Board may take any action which the Architectural Control Board is empowered to take, may designate a representative to act for it and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Board, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Board shall not be entitled to any compensation for services performed pursuant to this covenant, unless engaged by the Association in a professional capacity.

The Architectural Control Board shall act on any request submitted to it for approval within forty-five (45) days after its receipt of same (and all further documentation reasonably requested). If not acted upon within such time the request shall be

deemed approved. However, no request for approval shall be valid or require any action unless and until all assessments on the applicable Parcel (and any interest and late charges thereon) have been paid in full.

In the event that any new improvement or landscaping is added to or constructed upon a Parcel, or any existing improvement on a Parcel or a Unit is altered in violation of this Section, the Association shall have the right (and an easement and a license) to enter upon the offending Parcel and remove or otherwise remedy the violation after giving the Owner of the offending Parcel or Unit at least ten (10) days' prior written notice of, and opportunity to cure, the violation in question. The costs of such remedial work and a surcharge of a minimum of \$250.00 (but in no event more than 35% of the aforesaid costs) shall be a special assessment against the offending Parcel or Unit and shall be payable upon demand and secured by a lien upon the offending Parcel or Unit for the special assessments provided in this Section. In the event that the new improvement or landscaping is added or constructed upon a Unit in violation of this section, the special assessment shall be filed against the Parcel in which such Unit is located.

The approval of any proposed improvements or alterations by the Architectural Control Board shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the Architectural Control Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry

codes or standards. By submitting a request to the Architectural Control Board for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members of the Architectural Control Board and representatives and the Association generally, including its officers and directors, from and for any loss, claim or damages in connection with the aforesaid aspects of the improvements or alterations.

The Architectural Control Board may, but shall not be required to, require that any request for its approval be accompanied by the written consent of the Owners of the other Parcels which comprise the Property.

Section 10. Exterior Antennas. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Unit, Parcel or improvement thereon, unless approved by the Architectural Control Board.

Section 11. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy saving devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Board. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property and the improvements constructed thereon from time to time.

Section 12. Driveway and Sidewalk Surfaces. Unless the Architectural Control Board gives its prior approval, no Owner

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shall install on a Parcel a sidewalk or driveway which has a surface material or color which is different from the materials and colors originally approved by the Developer or otherwise approved by the Architectural Review Board. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section.