

9. USE AND OCCUPANCY.

9.1 COMMERCIAL USE. Each Unit is restricted to the commercial uses in accordance with all applicable governmental authorities and this Declaration.

9.2 GENERAL USE RESTRICTION. No person shall use the Condominium Property, or any part thereof, in any manner contrary to the Condominium Documents or Condominium Act.

9.3 SPECIFIC USE RESTRICTIONS. No person shall use the Condominium Property, or any part thereof, in any manner contrary to the following Specific Use Restrictions:

9.3.1 UNLAWFUL USE.. No hazardous or unlawful use shall be made of the Condominium Property, or any part thereof, and all ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

9.3.2 NUISANCE. No use or practice which is either an annoyance to Owners or interference with the peaceful possession and use of the Condominium Property by OwnerS shall be allowed. No Owner shall commit or permit any nuisance on or about the Property. No Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noises, odors or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise, odor or disturbance to be made on or in their Unit or the Condominium Property.

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9.3.3 HAZARDOUS MATERIALS. There shall be no storage or use of any dangerous or hazardous materials.

9.3.4 SIGNAGE. No signs, notices, displays, illumination or advertising shall be maintained, erected, exposed or inscribed on any portion of the exterior of the Condominium Property, without prior written consent of the Association. The location, size, content, color and letter size of all individual signs to be placed at the entrance area of each Unit shall be approved by the Association, prior to their placement.

9.3.5 EXTERIOR ALTERATIONS. No person shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls or roof, including but not limited to, awnings and/or storm shutters, doors or windows of his Unit without the prior written consent of the Association. No person shall grow any type of plant, shrubbery, flower, vine or grass outside his Unit nor shall any person place any furniture or equipment in the Common Elements.

9.3.6 EXTERIOR COLORS. The Association shall determine the exterior color scheme of the Condominium Building and all visible exterior window treatments. No Unit Owner shall paint an exterior wall, door, window or any exterior surface, or install visible exterior window treatments or replace anything thereon or affixed thereto without the prior written consent of the Association.

9.3.7 CLEANLINESS. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse, trash 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 which will increase the cost of insurance upon the Condominium Property.

9.3.8 PARKING. Parking shall be permitted on that portion of the Common Elements designated by the Board of Directors of the Association. The Association shall have the right to assign, in a proportionate manner, parking spaces to be used or reserved for specific Units. All unassigned parking spaces may be used in common with all Owners, their tenants, guests, customers and invitees. In the event the Association does assign parking spaces, a Unit Owner, his agents and employees shall use only those parking spaces assigned. If the Association does assign parking spaces, spaces which are intended for visitor parking shall be for the use of visitors and not to be occupied by a Unit Owner, his agents or employees.

9.3.9 PROHIBITED VEHICLES. There shall be no parking on the Condominium Property of any campers, trailers, boats or construction equipment and vehicles. Trucks which do not exceed three (3) tones may be parked outside, in the parking spaces of the Condominium Property. Trucks which exceed three (3) tons must be parked inside the Condominium Units. Temporary parking for the purpose of moving, servicing or loading and unloading must be approved by the Association.

9.3.10 VEHICLE REPAIRS. No person shall repair vehicles or machinery on the Condominium Property and there shall not be permitted any oil change facilities or similar activities upon the Condominium Property.

9.3.11 RESTAURANT; FOOD PREPARATION. No restaurant shall be permitted to operate upon the Property and in the event of any commercial food preparation, the same shall be permitted as long as the same does not cause noxious, offensive, unhealthy or harmful odors or fumes.

9.3.12 ADULT ENTERTAINMENT. There shall be no adult entertainment or nudity permitted on the Condominium Property, nor any sale, distribution or display of paraphernalia for the ingestion of illicit drugs or any x-rated, pornographic or otherwise adult newspaper, book, magazine, film, picture, videotape, videodisk or other similar representation of merchandise of any kind.

9.4 APPLICABILITY TO SPONSOR. No Unit Owner, person, or the Association, or their use of the Condominium, shall interfere with the Sponsor's completion and sale of the Condominium Units, whether in this Condominium or otherwise. Anything contained herein to the contrary notwithstanding, the Sponsor may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit.

9.5 RULES AND REGULATIONS. All persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the Association and the provisions of this Declaration and the By-Laws of the Association, as applicable.

9.6 HURRICANE SHUTTERS. The Board of Directors of the Association shall adopt hurricane shutter specifications for the Condominium, including color, style, and other factors deemed relevant by the Board. The installation, replacement and maintenance of such shutters shall not be deemed a material alteration to the Common Elements within the meaning of F.S. 718.113(5).