

serve more than one unit. A unit owner shall be liable to the Association for damage to the common elements caused by the unit owner or his employees or invitees, but only to the extent the damage is not covered by insurance.

XX. Restrictive Covenants

All unit owners, in addition to any other obligation or limitation imposed upon them by this Declaration, the Articles of Incorporation By-Laws, or the Condominium Act, shall be subject to, and agree to abide by, the following restrictive covenants, which shall also be applicable to all employees, tenants, guests, and invitees.

Section 1. Use of the Units - A unit may be used only for commercial purposes. Only a business of the type permitted by the applicable zoning ordinances shall be allowed to be conducted on the condominium premises, provided however, that certain uses as described in Section 2 below are prohibited even if such uses would be allowed under applicable zoning ordinances. No unit may be partitioned or subdivided, except in accordance with the provisions of this Declaration. Such uses shall be typical of warehouse use together with offices set up to be used in connection with the warehouse use.

Section 2. Particular Uses of Units Prohibited. Units may be used only in accordance with applicable zoning requirements. However, notwithstanding the applicable zoning ordinances, the following uses are prohibited:

- a. illegal activities,
- b. residential use,
- c. manufacturing or processing that causes obnoxious or offensive odors,
- d. encouragement of vermin,
- e. storage of materials that require lethal fumigation,
- f. manufacturing, processing or storage of explosives,
- g. processing or storage of food that is perishable,
- h. automotive or other vehicular repair, maintenance, painting, storage for resale or remodeling,
- i. container storage,
- j. restaurant,
- k. storage of hazardous materials as more particularly described in subsection 12 below.
- l. operating of printing business,
- m. any business related to the care, treatment, harboring or sale of animals. The maintenance of one watchdog on the premises shall not be construed as a business in violation of this provision.

Section 3. Watchdogs. One watchdog may be kept in each unit. No dog shall be allowed to make an unreasonable amount of noise that would constitute a nuisance. A determination by the board of directors that a dog maintained or harbored within a condominium unit is creating a nuisance shall be conclusive and binding upon all parties.

Section 4. Exterior Appearance - The exterior of the building and all areas appurtenant to the condominium shall not be painted, decorated or modified without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association, except that an owner or occupant may display a flag(s) in a respectful way as allowed according to Section 718.113, Fla. Stats, and Article XVIII above.

Section 5. No awnings, window guards, light reflective materials, ventilators, fans or air-conditioning devices shall be used in or about the building without the written approval of the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

Section 6. No obstructions - The sidewalks, entrances, passages, fire exits, patios, stairways, and like portions of the Common Elements or Limited Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress.

Section 7. Use of common elements - The common elements shall be used only for the purposes for which they were intended. No common elements shall be used as a storage area by

individual unit owners, unless such areas are specifically designated as storage areas by the Board of Directors.

Section 8. Risks, Nuisances, Illegal acts, etc. - No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on Owner's unit or the common elements, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise nor shall a unit owner commit or permit any nuisance or illegal act in Owner's unit or on the common elements. All parts of the condominium shall be kept in a neat and sanitary condition and no rubbish, refuse, solid waste or trash shall be allowed to accumulate anywhere on the premises. No condition shall be allowed to remain that shall constitute a fire hazard.

Section 9. Signs -

- a) No owner shall place a sign promoting its own business on Common Areas without first obtaining the written consent of the Association.
- b) The Association shall adopt comprehensive standards and criteria for signs placed anywhere on the condominium property.
- c) Signs specific to an Owner's business or Unit shall be installed and maintained by the Owner and conform to the standards adopted by the Association.
- d) "For Sale" and "For Lease" signs shall be prohibited unless permission therefore shall be first obtained in writing from the Board of Directors.

Section 10. Restrictions on Certain Vehicles - No boats, campers, or residential trailers shall be parked or kept by unit owners anywhere on the condominium property.

Section 11. Hazardous Materials - No Unit Owner shall cause or permit any hazardous material (as defined hereinafter) to be brought upon, transported through, stored, kept, used, discharged or disposed in or about the Condominium Property by the Unit Owners, their agent, employees or others. Any such hazardous materials brought upon, transported through, used, kept or stored on or about the Condominium Property which is necessary for operation of a business shall be allowed only in such quantities as are necessary for the usual and customary operation of that business and in a manner that complies with (1) all laws, rules, regulations, ordinances, codes or any other governmental restrictions or requirements of all federal, state and local governmental authorities having jurisdiction thereof regulating such hazardous materials; (2) permits issued for any such hazardous materials which shall be obtained prior to bringing the materials onto the Condominium Property; and (3) all instructions and recommendations of manufacturers and producers of such materials to the extent that the same are stricter than the applicable laws, rules, ordinances, codes and permits. If the Unit Owner, its agent, employees, tenant or invitee shall violate these obligations in any way, or if the presence of such hazardous materials or use thereof results in a release or threatened release onto, from or under the Condominium Property, then without limiting any other rights or remedies of the Association or others, the Unit Owner shall indemnify, defend, protect and hold harmless the Association, Developer and other Unit Owners and Tenants from any and all claims, settlement of claims, judgments, damages, costs of inspection, clean-up or other remedy, penalties, fines, liabilities, losses and expenses (including without limitation the fees of attorneys, including the Association's attorney(s), consultants and other experts) which arise as a result of the violation or such actual or threatened release of such materials. Hazardous material means any hazardous, radioactive or toxic substance, material or waste including but not limited to those substances, materials and wastes listed in the U.S. Department of Transportation Hazardous Material Table (49 CFR 172.101 or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302), and any materials and substances listed or regulated under any local, state or federal law.

XXI. Rules and Regulations - The Board of Directors of the Association shall have the power to adopt such reasonable rules and regulations governing the condominium and the conduct of unit owners as the Board may in its discretion deem appropriate, provided that except for rules to prevent dual usage by the unit owner and tenant when a unit is leased, all such rules and regulations must be uniformly applicable to all unit owners and must be adopted in good faith. Rules and regulations adopted by the Board may be amended by the Board.

XXII. Transfer of Condominium Parcels

Section.1 Restrictions Upon Sale, Lease or other Transfer of Units-

- 22.1.1 **Sale, Lease or Transfer** – The Association shall have the option to purchase or lease any Unit upon the same terms and conditions as are offered by a unit owner to any third person.
- 22.1.2 Within 7 days after entering into a contract for the sale, lease or transfer of any Unit to any person other than the transferor's spouse or immediate member of his family, the unit owner shall notify the Association in writing of the name and address of the person to whom the proposed sale, lease or transfer is to be made, and provide a copy of the proposed contract, lease or other form of agreement. The Association shall provide a receipt indicating the date the notice and agreement was received by it. Failure to provide the notice and proposed agreement to the Association shall be deemed a breach hereof, and any sale, lease or other transfer in violation of this Article shall be null and void and confer no right, title or interest in the transferee.
- 22.1.3 Within 15 days after its receipt of said notice and such supplemental information as the Association may reasonably require, the Association shall either approve or disapprove the proposed sale, lease or transfer in writing, and immediately notify the unit owner of its decision. Failure of the Board of Directors of the Association to act within said 15 day period shall be the equivalent of its consent which may be established by means of an affidavit attached to the deed or lease conveying or leasing the unit. Approval of the sale, lease or transfer shall be stated in a certificate executed by the President or Vice-President and Secretary of the Association, which shall be in recordable form, and if there are any expenses reasonably incurred by the Association in connection with such transaction, said expenses shall be borne and paid to the Association by the purchaser, lessee or transferee.
- 22.1.4 If the proposed sale is bona fide but the Association disapproves it, the Board shall notify the Owner of its disapproval and at the same time, deliver to the Unit owner the deposit required under the terms of the proposed sale, whereupon the Association shall then be obligated to close the sale in accordance with the terms and conditions of the proposed sale. If the Association furnished the Unit Owner with written notice of disapproval but fails to deliver the required deposit, such action shall be equivalent to its consent which may be established by affidavit as provided in 11.7.3.
- 22.1.5 If the Association notifies the owner of its disapproval and accompanies its notice of disapproval with the required deposit, the Association's obligation to purchase the unit as provided herein may be assigned to any purchaser approved by the Association. The selling unit owner may then either close the proposed sale with the Association or the Assignee (i.e. - substitute purchaser) approved by the Association or withdraw the offer specified in his notice to the Board. If neither the Association nor the Assignee close the proposed sale according to the terms and conditions thereof, the Unit Owner may consummate the transaction with the party who made the original bona fide offer. To perfect title in the transferee, an affidavit executed by the Seller specifying the manner in which the terms hereof have been complied with shall be recorded with the deed of conveyance.
- 22.1.6 No unit shall be leased without the prior written approval of the Association. No lease shall be for a period of less than one year. Notwithstanding approval of any lease, the obligations of the unit owner to the Association under the Declaration shall continue. By entering into a lease of a unit, the Unit Owner appoints the Association as its attorney in fact for the purpose of enforcing the terms, provisions, covenants, restrictions, rules and regulations of the Association (collectively referred to as the "Rules") including the power to evict the tenant for a material violation of the "Rules".

- 22.1.7 The Association must either approve or disapprove a lease within 15 days after its receipt of a request for such approval. Such request shall be accompanied by a copy of the proposed lease and such additional information as the Association may reasonably require. If approved, a Certificate of Approval in recordable form shall be executed by the Association. Failure of the Association to give the Unit Owner written notice of approval of the proposed lease within the 15 day period shall be equivalent to its consent. If the proposed lease is disapproved by the Association, the Association shall either enter into a lease in its own name on the same terms and conditions, or obtain a tenant acceptable to the unit owner who will lease the unit on the same terms and conditions. If neither of the foregoing are accomplished by the Association, the unit owner shall be permitted to execute the proposed lease and a recordable Certificate of Approval shall be executed and provided by the Association.
- 22.1.8 In connection with any request for approval made under this Article, the Association may charge a transfer fee in an amount that shall not exceed \$100.00 per applicant other than a husband/wife which shall be considered as one applicant, unless the maximum amount of a transfer fee allowed under Section 718.112(2)(j) of The Florida Condominium Act is increased by law hereafter, in which case the Association may charge the maximum amount then allowed by law. The Association may also require a security deposit from a tenant that shall be placed into an escrow account maintained by the Association in an amount not to exceed the equivalent of one month's rent payable under the lease as security to protect against damages to the common elements or Association property.
- 22.1.9 Notwithstanding any of the foregoing provisions, if the intended use of the unit constitutes a violation of a use restriction provided in the Declaration, Articles or Bylaws of the Association, the proposed transfer shall not be considered a bona fide transfer and the Association may disapprove the proposed transfer without any obligation to enter into the proposed agreement in its own name or find a substitute transferee.
- 22.1.10 Notwithstanding any of the foregoing provisions, the holder of any institutional first mortgage who becomes the owner of a condominium parcel by foreclosure or deed in lieu of foreclosure shall have the unqualified right to sell, lease or otherwise transfer the unit without making a prior offer or giving prior notice to the Association. Purchasers of units from such mortgage holders shall be bound by the provisions of this Article upon their subsequent transfer of the property.

Section 2. No Unit Owner, tenant, or occupant of a unit shall do, or suffer or permit to be done, anything in any Unit which would impair the safety or soundness of the condominium property, or which will increase the rate or result in the cancellation of insurance applicable to the condominium property, or which would be noxious or offensive or hazardous or interfere with the peaceful possession and proper use of other Units, or which would otherwise be a violation of law.

Section 3. No Discrimination. The provisions of this Section may not be used as a means of accomplishing racial or other unlawful discriminatory practices.

Section 4. Leasing - No unit shall be leased or rented by the unit owner for a period of less than one year. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are in writing. All leases shall be deemed to be made subject to this Declaration, the other governing documents of the Association, and the Condominium Act. A unit owner desiring to lease his unit shall, before giving possession of the unit to the tenant, submit to the Association a copy of the lease, together with such other information as the Association shall reasonably require. The tenant shall not take possession of the unit until the lease shall be approved in writing by the Association. Approval of the lease may be conditioned upon payment in full of all assessments and other charges then due upon the unit. The Association may also require a security deposit equal to not more than one month of rent as security for damage to common property caused by the tenant, his agents, employees or invitees. By allowing anyone to lease or otherwise occupy his unit, the owner thereof is hereby deemed to appoint the Association as its agent and attorney in fact with

authority to file legal proceedings to evict the tenant for the tenant's failure to comply with the terms and provisions of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association or Condominium Act.

When a Unit is leased, a tenant shall have all use rights in those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Common Elements otherwise readily available for use generally by Owners.

Section 5. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by The Condominium Act to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fee incurred by the Association in connection with the Association's response.