

USE AND OCCUPANCY

The owner of a unit shall occupy and use his unit as a single family private dwelling for himself and the members of his family and his social guests, and for no other purpose. The provisions of Article XI. are paramount to the foregoing provisions. No children under sixteen (16) years of age shall be permitted to reside in any of the units of this Condominium except that children may be permitted to visit and temporarily reside for periods not exceeding sixty (60) days in toto in any calendar year. Notwithstanding the foregoing, occupancy of a unit on a permanent basis is limited to two (2) individuals for all one-bedroom units and four (4) individuals for all two-bedroom units; however, individuals in excess of this number may be permitted to visit and temporarily reside in a unit not to exceed sixty (60) days in toto in any calendar year. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, shall have the right to extend said period of visitation within any calendar year.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

No animals or pets of any kind shall be kept in any unit or on any property of the Condominium, except with the written consent of and subject to the Rules and Regulations adopted by the Management Firm for the keeping of said pets as long as the Management Agreement remains in effect, and thereafter the Board of Directors; provided that they are not kept, bred or maintained for any commercial purposes and further provided that such house pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Management Firm or the Board of Directors of the Association. Once permission is granted, as provided in this paragraph, it may not be withdrawn or terminated unless such house pet has caused or created a nuisance or unreasonable disturbance as provided in this paragraph.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the units, building(s) nor the limited common elements nor the common elements; nor shall they place any furniture or equipment outside their unit nor shall they cause awnings and/or storm shutters, screens and enclosures and the like to be affixed or attached to any units, limited common elements or common elements, except with the prior written consent of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Management Firm or Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except where designated by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association. No laundry facilities or equipment shall be permitted in any unit or elsewhere without the written consent of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, of the Board of Directors of the Association. The unit owner may not enclose the exterior terrace or balcony which abuts a unit without the prior written consent of the Management Firm, and thereafter, the Association; however, the Developer shall have the absolute right to enclose or screen in said exterior terrace or balcony and said Developer shall have the absolute right to determine what type and style of enclosures shall be permitted as to said terrace or balcony, notwithstanding the fact that the prior written consent of the Management Firm, and thereafter, the Association, is required.

No person shall use the common elements or any part thereof, or a Condominium unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time are promulgated by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Association. The foregoing applies, where applicable, to the swimming pool, pool deck, structure and swimming pool area within a Condominium which is a portion of the common elements of said Condominium.