

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these use restrictions shall be for the benefit of and enforceable by all owners of units in this Condominium.

A. Use Restrictions: These use restrictions will be enforced as follows:

1. Violations should be reported to the Board of Administration, in writing.
2. Violations will be called to attention of the violating unit owner by the Board of Administration.
3. Disagreements concerning violations will be presented to, and be judged by, the Board of Administration, which will take appropriate action.
4. Unit owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.

B. Facilities: The facilities of the Condominium are for the exclusive use of unit owners, their family members, guests, invitees, employees and lessees. Any damage to the building, or to the common elements or equipment caused by any unit owner, their family members, guests, employees and lessees, shall be repaired at the expense of the responsible unit owner.

C. Noise:

1. Unit owners must obtain written approval from the Association prior to installing any flooring material (including but not necessarily limited to any ceramic tile, marble, wood, etc.). To insure that the Sound Control Underlayment System being used will provide adequate sound-proofing written approval must be obtained from the Association. Installation of the Sound Control Underlayment System shall include perimeter isolation material which will insure that impact noises are not transmitted into a space below either directly through the floor or by flanking through the surrounding walls.
2. In order to ensure your own comfort and that of your neighbors, radios, stereos and television sets should be turned down to a minimum volume at all times so that any sounds emanating therefrom shall not be heard outside of your unit. All other unnecessary noises such as the playing of pianos and other musical instruments, bidding good night to departing guests and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.
3. Carpentry, carpet-laying, picture-hanging, or any trade (or do-it yourself work) involving hammer work, etc., must be done between the hours of 8:00 a.m. and 6:00 p.m. No such work shall be done on, Sundays. No exceptions will be allowed.

D. Pets

1. With the exception of fish, a unit owner may keep a maximum of two (2) pets. The term "pets" shall be limited to dogs, cats, birds and fish.
2. All dogs and cats must be leashed at all times when outside the residential unit. No reptiles or wildlife shall be kept in or on the Condominium Property (including units). Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine unit owners (as may be provided in these applicable rules and regulations of the Declaration) and/or to require any pet to be permanently removed from the Condominium Property. Unit owners must immediately collect and clean any feces from pets upon the complex property.
3. The unit owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other unit owners by barking or otherwise, the unit owner thereof must cause the problem to be corrected.

If it is not corrected, the unit owner, upon written notice by the Association, will be required to remove the animal.

4. Fish shall be permitted, subject to rules and regulations to be adopted by the Board of Administration from time to time.

E. Obstructions: The parking areas, all sidewalks, walkways, entrances, driveways, passages, vestibules, stairways, corridors, and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways. No sign, notice or advertisements of any kind shall be posted anywhere on the Condominium Property.

F. Children: Reasonable supervision must be exercised when children are playing on the grounds.

G. Destruction of Property: Neither unit owners, their family, guests, invitees, employees, nor lessees shall mark, mar, damage, destroy, deface or engrave any part of the condominium property. Unit owners shall be financially responsible for any such damage.

H. Exterior Appearances: To maintain a uniform and pleasing appearance of the exterior of the condominium building, no awnings, screens, glass enclosures, or projections shall be attached to the outside walls other than items originally installed by the Developer. This includes any type of screen or umbrella. No exterior lighting shall be permitted on the walls. No television, microwave or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the condominium, except for installations constructed therein by the Developer and/or by agents of the Developer.

I. Signs: No signs of any kind (other than a notice to be placed on the bulletin board after notification to the manager and/or by the Developer and/or by agents engaged by the Developer) may be installed on the premises.

J. Cleanliness: Unit owners shall not allow anything to be thrown, or to fall from the units. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the doors of the units. All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purposes at such times and in such manner as the Association shall direct.

K. Ingress and Egress: Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the corridors or on staircase landings. No unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

L. Windows, Balconies and Terraces: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows. No objects shall be hung from window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from a window. Unit owners shall not throw cigars, cigarettes of any other object from doors or windows. A unit owner may display one portable, removal, United States, flag in a respectful way.

M. Door Locks: Unit owners must abide by right of entry into units in emergencies. In case of any emergency originating in, or threatening, any unit, regardless of whether the unit owner is present at the time of such emergencies, the Board of Administration of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

N. Storage Areas: Nothing shall be placed in the storage areas (if any) which would create a fire hazard.

O. Plumbing: Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins, or other foreign substances shall not be poured down drains. The cost of any

damage resulting from misuse of the same shall be borne by the unit owner causing the damage.

P. Responsibilities for Deliveries and Moving: Unit owners shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or from the building. The Association shall have the right to charge any unit owner, prior to any interior construction to a unit, or any delivery or removal of furnishings or bulk trash to or from the owner's unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the condominium or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit within (10) days after the completion of construction of the interior of the unit or after delivery or removal of any furnishings and/or bulk trash. Moving and deliveries shall only be allowed between the hours of 8:00 a.m. and 5:00 p.m. daily. Moving and deliveries shall not be permitted at all on Saturdays or Sundays. All moves must be scheduled by the building manager.

Q. Trash: All refuse, waste, bottles, cans, garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers.

R. Roof: Unit owners (other than the Developer and/or agents off the Developer and/or entities designated by the Developer) their families, guest, invitees, employees and lessees, are not permitted on the roof for any purpose.

S. Solicitation: There shall be no solicitation by any person anywhere upon the condominium property for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board of Administration.

T. Hurricane Preparation: Each unit owner who plans to be absent from his or her unit during the hurricane season must prepare his unit prior to departure by:

1. Removing all furniture and plants from his or her balcony or patio.
2. Designating a responsible firm or individual to care for his or her unit during their absence in the event that the unit should suffer hurricane damage. Each unit owner shall furnish the manager with the name of such firm or individual.

Unit owners shall not install hurricane or storm shutters without the prior approval of the Board of Administration. Hurricane or storm shutters shall only be closed during a hurricane or severe storm warning and must be open at all other times. The Board of Administration shall have the right to adopt additional rules and regulations regarding hurricane shutters, including but not limited to, rules and regulations regarding design, color, location and use thereof. The installation replacement and maintenance of such hurricane shutters in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements.

U. Window Coverings: Door and window coverings visible from the exterior of the unit other than those that have white, off-white or black-out type liners shall be subject to approval of the Board of Administration.

V. Odors: No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to another unit owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

W. Cooking Devices: No fires, cooking devices or other devices which emit smoke or dust shall be allowed on the back yard of any units.

X. Weight Limitations: No unit owner shall cause any weight on any portion of his or her unit which shall interfere with the structural integrity of the building.

Y. Fire Doors: Unit owners, lessees and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations.

Z. Waterbeds: No waterbeds are to be brought into the units for any purpose whatsoever.

AA. Pest Control: All unit owners and lessees shall be responsible to perform pest control services within their unit.

BB. Motor Vehicles: No vehicle belonging to a unit owner, lessee, or to a member of the family or guest, tenant or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners. No motor vehicle which cannot operate on its own power shall remain parked within the Condominium property for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium property. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicles.

Each parking space may be used only by the unit owner or the lessee of such unit, except when the unit owner has given written permission for use (copy to Association) by another unit owner, lessee or guest. No unit owner or lessee or their respective family members, employees, servants, agents, visitors and licensees may park his vehicle in any parking space other than the parking unit assigned to such unit owners. All vehicles shall be parked within the painted lines and pulled close to the bumper. As a security measure, all automobile doors should be locked.

In the event decals are required to be affixed to each vehicle owned by or leased by a unit owner or lessee, while parked within the Condominium property, then each vehicle owned by or leased by a unit owner or lessee shall bear the required decal, where designated by the Association on the vehicle, while within the Condominium property.

Trucks, vans, campers, recreational vehicles, boats, jet skis, trailers, motorcycles may not be parked on the Condominium property without prior approval of the Association.

CC. Use and Occupancy: Under no circumstances may more than 1 (one) family reside in a unit at one time. "Families" shall mean either a group of natural people related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than four (4) persons not so related who maintain a common household in a unit.

DD. Nuisance: A unit owner shall not permit anything to be done or kept in his unit which will increase the insurance rates on the unit, the Common Elements, or any portions of Sunrise at Sunset View Condominium or obstruct or interfere with the rights of other unit owners or the Association. A unit owner shall not commit or permit any nuisance, immoral or an illegal act in his unit or the Common Elements or any portion of Sunrise at Sunset View Condominium.

EE. Compliance with Board of Administration: All unit owners and lessees shall cooperate fully with the Board of Administration in effecting a coordinated move-in and move-out schedule including, but not limited to, use of the elevators for moving of furniture and furnishings.

FF. Lease Restrictions: Approval of Leases need not be recorded. Only entire units may be leased. All leases must be in writing and provide, and if they do not, shall be deemed to provide, the agreement of the lease(s) to abide by all the covenants of the Condominium documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's cost and expenses, including attorney's fees, at all trials and appellate levels. If such cost and fee are not immediately paid by the lessee(s) the unit owner shall pay them and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as Owner's Agent authorized to bring action in owner's name and at owner's expense including injunction, damages, termination and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period is one month and no unit may be leased more than twelve times per calendar year.