

USE RESTRICTIONS

- A. Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, lessees, guests and invitees. Each unit is hereby restricted to no more than six (6) occupants, without the Association's consent. Residents under eighteen (18) years of age are prohibited at the present time.

The condominium is intended and operated for at least eighty (80%) percent of the occupied units to be occupied by at least one (1) person fifty-five (55) years of age or older. This restriction is imposed because of the inability of the Developer to comply with the Florida concurrency laws due to the fact that Merritt Island High School and possibly other schools have exceeded their capacity and until additional capacity is available Brevard County has imposed this restriction upon the Developer. The Developer has been informed that the Brevard County School Board has plans in place to alleviate the overcrowding at Merritt Island High School and assuming there are no other Merritt Island Schools over capacity, it may be possible to lift this restriction in the Declaration of Condominium in the future by amending the Declaration of Condominium if that is the wish of the membership. Upon the over crowding at Merritt Island High School and any other schools being resolved, all age restrictions may be removed upon the affirmative vote of a majority of the unit owners to amend the Declaration of Condominium. Upon overcrowding of schools being alleviated, upon request, the School Board will issue a certificate to Developer or the Association stating that no Merritt Island Schools exceed capacity. This certificate may be used to remove the age restrictions set forth herein as set forth in the Binding Development Plan. An amendment to the Declaration of Condominium will be required to remove the age restrictions.

The age restrictions imposed upon the residents of the condominium are the result of the Brevard County School Board determining that the capacity of Merritt Island High School has been exceeded at this time and therefore the intent is to prevent children from attending Brevard County schools until such time as sufficient capacity exists and the school board removes the classification of Merritt Island High School or any other Merritt Island School as exceeding its student capacity.

- B. The unit may be rented provided the occupancy is only by one (1) lessee and members of his immediate family and guests. The minimum rental period is ninety (90) days which minimum rental period shall not be amended without the approval of a majority of the unit owners in the condominium. No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a unit owner. Time sharing of units is prohibited. Ownership of a unit on a monthly or weekly time sharing program is prohibited. Subleasing of units is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association and shall be approved by the Association.
- C. No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or use of the common elements that will increase the cost of insurance upon the condominium property.
- D. No immoral, improper, or offensive use shall be made of the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

- E. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association as provided by its Articles of Incorporation and By-Laws.
- F. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units.
- G. No sign, advertisement or notice of any type shall be shown on the common elements or any unit. This restrictions on signs, advertising and notices shall not apply to the developer or any institutional lender. No exterior antennas or aerials or shall be erected on the condominium property without the Association's prior written consent. The Developer or the Association after transfer of control of the Association to unit owners other than the Developer, may grant permission to record unit owners to install DSS satellite dishes which are approximately 18 inches in diameter. The Developer or the Association after turnover may grant written permission to the record unit owner and, if granted, shall designate the location of the DSS satellite dish in writing prior to the installation of the satellite dish. The unit owner shall be responsible for all costs related to the installation, maintenance, repair and replacement, of the DSS satellite dish and shall indemnify, defend and hold the Association harmless therefor. Upon the sale of the unit by the record owner of the unit the DSS satellite dish may be removed, at the owner's expense, or it may be transferred to the purchaser as part of the sale and purchase. In the event the DSS satellite dish is not removed by the record unit owner at closing then, by acceptance of the deed of conveyance by the purchaser, the purchaser shall be deemed to have assumed the responsibility for the maintenance, repair and replacement of the DSS satellite dish, together with the costs and expenses thereof, including the obligation to indemnify, defend and hold the Association harmless therefor. The installation of the DSS satellite dish does not relieve the unit owner from payment of the fee for the installed cable television connection provided by the Association as part of the Association's common expenses. This provision shall be deemed a covenant running with the land and shall be binding upon each successive owner of any condominium unit utilizing a DSS satellite dish.
- H. An owner shall not place or cause to be placed in the walkways or in or on any other common elements and facilities, stairs, or stairwells, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them. The Association may permit a unit owner to place small potted plants near the front doors of the unit so long as the potted plants do not protrude into or block access to the common walkways. The Association reserves the right to restrict or prohibit the placement of potted plants on the common elements.
- I. It is prohibited to hang garments, rugs, etc., from the windows, patios or balconies from any of the facades of the buildings.
- J. It is prohibited to hang dust rugs, etc., from windows, patios or balconies or to clean rugs, etc., by heating on the exterior of the buildings.
- K. There are no special parking or storage facilities located on the condominium property. No boats, utility trailers, recreational vehicles or special purpose vehicles shall be parked on the condominium property except in areas designated by the Board of Administration, if any and with the Association's prior written consent. No motorhome, trailer, camper, watercraft, or commercial vehicle may be parked on the condominium property. No resident shall park any vehicle on any street. Any vehicle with visible advertising on the vehicle may be deemed a commercial vehicle, in the sole discretion of the Board of Administration. However, trucks with one (1) ton capacity or less and sport utility vehicles will not be deemed to be commercial vehicles unless the Board of Administration deems the vehicle to be a commercial vehicle as set forth above. Any vehicle may be temporarily parked on the streets and driveways for loading and unloading. Non-motorized boats or watercraft may not be stored or kept on the common elements of the condominium except with the Association's prior written consent. Service vehicles are permitted to park on the streets and driveways while repairs are being made. Prior written approval of the Association to temporarily park a commercial vehicle is required and may not

exceed four (4) forty-eight (48) hour periods in any year. No non-operating or non-functioning vehicle of any kind shall be permitted to be parked on the condominium property. There shall be no repair, except emergency repair, performed on any permitted motor vehicle on the condominium property. It is acknowledged and agreed by all Unit Owners that a violation of any of the provisions of this paragraph shall impose irreparable harm to the other Owners in this condominium and that levying of fines by the Association for violations is appropriate. See Article XXVI Fines for Procedures for Levying Fines by the Association. No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. All owners and residents of the condominium are restricted to two (2) permitted vehicles per unit without the Association's consent to bring additional vehicles on the premises. All vehicles shall be parked in the open parking spaces or garages except when loading or unloading vehicles.

- L. Until the Developer has closed all the sales of the units in the condominium, neither the other unit owners nor the Association shall interfere with the sale of such units. The Developer may make such use of the unsold units and common elements as may facilitate its sales, including but not limited to maintenance of a sales office, model units, the showing of the property, and the display of signs. The Developer may not be restricted in the use of the other common elements or areas, including but not limited to, lobbies, exercise rooms, or the sales office in the recreation building by anyone until the sale of all units is completed by the Developer.
- M. Two (2) pets, not exceeding thirty-five (35) pounds each, shall be allowed to be kept in the owner's unit. All pets must be kept on a leash when outside the owner's unit. Each pet owner shall be responsible for cleaning up after his pets in the common elements. Pets shall not create a nuisance.
- N. No unit owner shall allow anything whatsoever to fall from the window, patio, balcony, terrace, porch, or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls, patios, balconies, terraces or porches, elevators, ventilators, or elsewhere in the building or upon the grounds. A unit owner shall not place, store or use any item, upon any patio, balcony, terrace or porch without the approval of the Association, other than standard patio chairs, tables and furnishings. Gas or electric grills and potted plants are permitted on balconies but charcoal grills are prohibited.
- O. When a unit is leased, a tenant shall have all use rights in the Association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest. Nothing in this subsection 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 Association property and common elements otherwise readily available for use generally by unit owners.
- P. Carpeting of any type on individual unit balconies or any common walk-ups is prohibited and the Association shall not grant permission to install carpet on the individual unit balconies or walk-ups.

Boat Slip Restrictions

- Q. Each Boat Slip is hereby restricted to use by the Owner or Owners thereof, their immediate families, lessees, guests and invitees. There are no restrictions upon children. No person or animal or pet may live aboard any vessel without the Association's prior written consent. Living aboard a vessel shall mean remaining on board the vessel overnight.
- R. No lease of a Boat Slip shall release or discharge the Owner thereof with compliance with this Section X or any of his other duties as a Boat Slip Owner. Time sharing of Boat Slips is prohibited. Ownership of a Boat Slip on a monthly or weekly time sharing program is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of

Incorporation, By-Laws, and the Rules and Regulations of the Association and shall be approved in writing by the Association.

- S. Only one recreational vessel may be moored in a Boat Slip. Other water craft such as skiffs, jet skis, or tenders may also be moored in a Boat Slip provided that all water craft and the vessel fit completely within the boundaries of the Boat Slip. All vessels must be fully operable, seaworthy, and equipped with all safety equipment and licensed and registered as may be required by any local, state, or federal law or regulation; although an Owner may be excused from compliance with this restriction from time to time for a period of time not to exceed fifteen days in duration when his vessel is being repaired. The use of vessels, other recreational watercraft, and Boat Slips must be in compliance with this Declaration and the Rules and Regulations. The Board shall have the right to prohibit any vessel from mooring in a Boat Slip or the Marina for aesthetic reasons.
- T. No nuisances shall be allowed to be committed or maintained upon the Marina property, nor any use or practice that is the source of annoyance to the other Owners, their guests or invitees or which interferes with the peaceful possession and proper use of the property by the Owners, their guest or invitees. All parts of the Marina shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Boat Slip Owner shall permit any use of his Boat Slip that will increase the cost of insurance upon the Marina property.
- U. No immoral, illegal, improper, or offensive use shall be made of the Marina property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.
- V. Reasonable Rules and Regulations concerning the use of the Marina property, may be made and amended from time to time by the Board of Administration of the Association.
- W. The Association has the irrevocable right of access to each Boat Slip during reasonable hours, when necessary for the maintenance, repair, or replacement of any portion of a Boat Slip to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Marina or to a Boat Slip or Boat Slips or the vessels located therein.
- X. No sign, advertisement or notice of any type shall be shown on the Marina or any Boat Slip. No sign, advertisement or notice of any type shall be shown or displayed on the vessel's in the Marina, except "for sale" signs that have been previously approved by the Board of Administration. This restriction on signs, advertising and notices shall not apply to the Developer or any institutional lender. No antennas, aerials or satellite dishes may be placed on the Marina property by the Boat Slip owners, their guests or invitees. All such antennas, aerials or satellite dishes may be maintained completely within the vessels located within the Boat Slips but under no circumstances shall these items be placed upon the Marina property.
- Y. An Owner shall not place or cause to be placed in the walkways on the piers or docks any furniture, packages or objects of any kind without the prior written consent of the Association. Such areas shall be used for no other reason than for normal transit through them.
- Z. Boat maintenance or repair activities requiring removal of the vessel from the water or removal of major portions of the vessel (including the engine) shall be prohibited except as necessary in an emergency to prevent sinking of the vessel. Minor repairs and boat maintenance that will not cause or contribute to the release of water pollutants in violation of any applicable law may be performed by Owners or qualified marine mechanics.
- AA. No commercial activities of any kind may be carried out within the Marina and no commercial vessels shall be kept within the Marina by any Owner. This subsection shall not apply to the Developer.
- BB. Each Boat Slip owner is responsible for properly mooring his vessel in accordance with the practices of good seamanship and the Rules and Regulations. Any damage to the Boat Slip

resulting from the failure of the vessel to be properly moored and secured in the Boat Slip shall be the responsibility of the Boat Slip owners and the Owner shall indemnify and hold the Association harmless from any such damage, including costs and attorney fees. Installation of boat lifts for dry storage of vessels is prohibited, without prior written approval of the Association.

- CC. Each Boat Slip owner shall follow any and all safety precautions that may be issued by the Association, the National Weather Service, the National Hurricane Center, the U.S. Coast Guard or any other governmental agency. Each Owner shall be responsible for preparing his Boat Slip and securing or removing his vessel in the event of a storm. All Boat Slip owners must file with the Association the name, address, and telephone number or a firm or individual who will be responsible for securing or removing his vessel if it becomes necessary for an Owner to take action under this section and the Owner is absent or unavailable.
- DD. Until the Developer has closed all the sales of the Boat Slips, neither the other Boat Slip owners nor the Association shall interfere with the sale of such Boat Slips. The Developer may make such use of the unsold Boat Slips and the Marina as may facilitate its sales, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs. The Developer may not be restricted in the use of the Marina by anyone until the sale of all Boat Slips is completed by the Developer.
- EE. All pets must be kept on a leash when outside the Owner's vessel. Each pet Owner shall be responsible for cleaning up after his pets in the Marina. Pets shall not create a nuisance.
- FF. When a Boat Slip is leased, a tenant shall have all use rights in the Association property and the Marina otherwise readily available for use generally by Boat Slip owners and the Boat Slip owner shall not have such rights except as a guest. Nothing in this subsection shall interfere with the access rights of the Boat Slip Owner as a landlord pursuant to Chapter 83, Florida Statutes. Boat Slips may be leased only to unit owners of the condominium.
- GG. All trash shall be properly disposed of in accordance with the Rules and Regulations. No refuse of any kind shall be dumped or deposited into the waters of the Banana River. The cleaning of fish or other marine life shall be permitted only in areas designated by the Board and in accordance with the Rules and Regulations.
- HH. No hazardous or toxic materials (as such may be defined under any applicable law) may be stored, used, transported, or disposed of within the Marina, and any bilge water pumped into the bay must be free of such materials. Discharge or release of oil or grease associated with engine and hydraulic repairs and discharge or release of paints or solvents associated with hull scraping, cleaning, and painting is specifically prohibited. The Association shall have the right, but not the obligation, to remove any hazardous or toxic materials from the Marina or any vessel.
- Each Owner shall indemnify, defend, and hold harmless the Association and the Developer from and against any liability, damages, or claims arising from a violation of this section. Nothing in this section shall prohibit the proper use of petroleum products for the operation of a vessel or other water craft.
- II. All vessels must be equipped with such sanitary equipment, in operable condition, as may be required by any applicable law, ordinance, or regulation. All toilets on vessels occupying Boat Slips shall be U.S. Coast Guard-approved Type II marine sanitation devices.
- JJ. Diving is prohibited in the Marina except for cleaning of hulls or salvage.
- KK. The Association or the Developer may permit reasonable use of any portion of the Marina by any local, state, or federal authorities.
- LL. The Association shall have the right to enter any vessel in the Marina to determine its seaworthiness and compliance with this Declaration and the Rules and Regulations, provided such entry shall be at reasonable times and with reasonable advance notice. The Association

shall have the right, but not the obligation, to remove any vessel that does not comply with this Declaration or the Rules and Regulations.

- MM. In case of an emergency originating in or threatening any Boat Slip or vessel regardless of whether or not the Owner is present at the time of such emergency, the Association shall have an immediate right but not the obligation, to enter any Boat Slip or vessel for the purpose of remedying or abating the cause of such emergency. To facilitate entry in the event of any such emergency, the Association may require Owners to provide the Association with a key to all vessels and other water craft brought into the Marina.
- NN. At the present time there is not a boat ramp available to provide access to the Banana River.
- OO. All Boat Slip Owners must provide the Association with keys to all vessels or watercraft kept in their Boat Slip for emergency purposes.

XI

LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY UNIT

No owner of a unit and/or Boat Slip shall make any structural modifications or alterations of the unit and/or Boat Slip. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the buildings including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the buildings further, no owner shall in any manner change the appearance of any portion of the buildings not wholly within the boundaries of the unit. The Association will adopt hurricane shutter specifications for each building and will permit the installation of hurricane shutters for any balcony and storm window panels for the windows provided the color of the shutters and storm window panels is the color approved by the Association and the installation of shutters and storm window panels complies with applicable building codes and provided that prior to installation or replacement of the hurricane shutters and storm window panels the Association has approved the installation. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed material alterations to the common elements within the meaning of the Condominium Act. Any unit owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day any unit owner may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. Boat lifts may be installed in the Marina with the prior written consent of the Association. All boat lifts shall comply with applicable codes.

XII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specifically assess all unit owners for the cost thereof as a common expense.

XIII

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the Public Records of Brevard County, Florida, after approval by the owners of a majority of the units whose votes were cast in person or by proxy at the