

DECLARATION OF CONDOMINIUM

WATERSCAPE

A CONDOMINIUM

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**DECLARATION OF CONDOMINIUM
WATERSCAPE
A CONDOMINIUM**

MADE, this 7th day of January, 2008, by Fort Walton Development, LLC, a Delaware limited liability company, owner of a fee simple interest in the real property hereinafter described, and developer of the improvements thereon (hereinafter called the "Developer"), for itself, its successors, grantees, assignees and/or their transferees.

WHEREAS, said Developer, as owner, makes the following declaration:

1. PURPOSE

The purpose of this Declaration is to submit the lands described in Exhibit "A" of this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by *Chapter 718, Florida Statutes* (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use.

1.1 The name by which this condominium is to be identified is WATERSCAPE, A CONDOMINIUM.

1.2 The address of this condominium is 1110 Santa Rosa Boulevard, Fort Walton Beach, Florida 32548.

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in Okaloosa County, Florida, as described in Exhibit "A", attached hereto and made a part hereof, which shall hereinafter be referred to as "the Land." The Land shall be subject to the conditions, restrictions, limitations, easements, and reservations of record.

1.4 All provisions of the Declaration shall be construed to be perpetual covenants running with the Land, and with every part thereof and interest therein, and every condominium parcel owner and claimant of the Land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits shall run with each condominium parcel as herein defined.

2. DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation and the Bylaws shall have a meaning stated in the Condominium Act, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

3. DEVELOPMENT PLANS

3.1 Improvements

A survey and legal description of the Land, together with a narrative and graphic description of the improvements in which units are located and a site plan thereof, in sufficient detail to identify the common elements, limited common elements, and each unit in their relative location and approximate dimensions is set forth in Exhibit "A" to this Declaration of Condominium.

3.2 Unit Identification

The legal description of each unit shall consist of the identifying number of such unit as shown in Exhibit "A" attached hereto. Every deed, lease, mortgage, or other instrument may legally describe a unit, apartment and/or condominium parcel by its identifying number as provided for on the attached Exhibit "A" and each and every description shall be deemed good and sufficient for all purposes.

3.3 No Time-Share Estates

Time-share estates will not be created with respect to units in this condominium.

4. UNIT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Each unit shall include that part of the unit, which boundaries are as follows:

4.1 Upper and Lower Boundaries

The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

4.1.1 Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling.

4.1.2 Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

4.2 Perimetrical Boundaries

The perimetrical boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersection with each other and with the upper and lower boundaries. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the windows, the doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior Common Element hallways shall not be included in the boundaries of the Unit and shall therefore be Common Elements.

4.3 Boundaries — Further Defined

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit, and further, shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for the common elements.

4.4 Common Elements

The common elements shall include the following:

4.4.1 All condominium property which is not included within the units and not defined as limited common elements.

4.4.2 Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.

4.4.3 An easement of support in every portion of a unit which contributes to the support of the building.

4.4.4 The property and installations required for the furnishing of utilities and other services to more than one (1) unit or to the common elements.

4.4.5 The storm water management system to be maintained by the Association and consisting of dry retention ponds and associated storm drainage structures.

4.5 Limited Common Elements

Limited common elements, as the term is used herein, shall mean the common elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain unit to the exclusion of other units, and shall include:

4.5.1 To each unit containing a porch, patio, or balcony, the porch, patio and/or balcony area contiguous to and serving only that unit.

4.5.2 To each unit in the condominium that will be assigned, by the Developer, the exclusive right to use one storage space, the space occupied by that storage space. A unit owner shall have the exclusive use of said storage space. Neither the Developer nor the Association shall thereafter reassign or change the storage space appurtenant to the unit without the owner's written consent. A unit owner may

exchange its designated storage space for another with another unit owner or with the Association or may transfer or assign the rights to its exclusive storage space; provided, however, such transfer or assignment must be to another unit owner or the Association. Unit owners shall deliver written notice of any such assignment to the Association. A conveyance of a unit shall also transfer, as an appurtenance to said unit, exclusive use of the storage space assigned to that unit at the time of conveyance of the unit. Anything to the contrary in the Declaration notwithstanding, in the event that a unit owner mortgages his unit, the exclusive use storage space appurtenant thereto shall not be assignable apart from the unit unless it is released from the lien of such mortgage.

5. OWNERSHIP

5.1 Type of Ownership

Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

5.2 Association Membership

The owners of record of the units shall be members of the Waterscape Condominium Owners Association, Inc., hereinafter the "Association." There shall be one (1) membership for each unit and if there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

5.3 Unit Owner's Rights

The owner of the unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee simple title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee simple interest to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Any attempt to separate and/or any action to partition the fee simple title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the condominium shall own an undivided interest in the common elements according to the "Schedule of Shares" attached hereto as Exhibit "B."

8. COMMON EXPENSE AND COMMON SURPLUS

The common expenses to be borne by each unit owner shall be a proportionate share of the total expenses and costs of the Association. Each unit owner shall be responsible for a portion of the common expenses and costs, and such share shall be based on the square footage of each unit measured to the outside surface of the perimeter walls and the centerline of the common walls in uniform relationship to the total square footage of all units in the condominium, as set forth in Exhibit "B" of this Declaration. The method of computing square footage for each unit's share does not alter the boundaries of the units as set forth in Paragraph 4 of this Declaration.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their fractional share of liability for common expenses.

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

The responsibility for protection, maintenance, repair, and replacement of the Condominium property, and restrictions on it alteration and improvement, shall be as follows:

9.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair, and replacement of all common elements and Association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owners). The cost is a common expense. The Association's responsibilities include, without limitation:

- 9.1.1 Electrical wiring up to the circuit breaker panel in each unit.
- 9.1.2 Water pipes, up to the individual unit cut-off valve within the unit.
- 9.1.3 Cable television lines up to the wall outlets in the units.
- 9.1.4 Air conditioning condensation drain lines, up to the point where they enter each unit.
- 9.1.5 Sewer lines, up to the point where they enter the unit.
- 9.1.6 All installations, fixtures, and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.
- 9.1.7 The exterior surface of the main entrance doors to the units.
- 9.1.8 All exterior building walls, including painting, waterproofing, and caulking.
- 9.1.9 All air conditioning and heating equipment not located within a unit.
- 9.1.10 The storm water management system consisting of dry retention ponds and associated storm drainage structures.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the common elements made by a unit owner or his or her predecessor in title.

9.2 Unit Owner Maintenances. Each unit owner is responsible, at the owner's expense, for maintenance, repairs, and replacements of the owner's unit and certain limited common elements. Subject to paragraph 9.9 below, the owner's responsibilities include, without limitation:

- 9.2.1 Maintenance, repair, and replacement of screens, windows, and window glass.
- 9.2.2 The main entrance door to the unit and its interior surfaces.
- 9.2.3 All other doors within or affording access to the unit.
- 9.2.4 The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the unit or serving only the unit.
- 9.2.5 The circuit breaker panel and all electrical wiring going into the unit from the panel.
- 9.2.6 Appliances, water heaters, smoke alarms, and vent fans.
- 9.2.7 All air conditioning and heating equipment, thermostats, ducts, and installations serving the unit exclusively and located within the unit, except as otherwise provided in Paragraph 9.4 below.
- 9.2.8 Carpeting and other floor coverings.
- 9.2.9 Door and window hardware and locks.
- 9.2.10 Shower pans.
- 9.2.11 The main water supply shut-off valve for the unit.
- 9.2.12 Other facilities or fixtures that are located or contained entirely within the unit and serve only that unit.

9.2.13 All interior partition walls that do not form part of the boundary of the unit.

9.3 Other Unit Owner Responsibilities.

9.3.1 Porches, Balconies, Patios, and Storage Spaces. Where a limited common element consists of a porch, balcony, patio, or storage space the unit owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and regular maintenance of the walls, floor, and ceiling bounding said area, if any; and all doors (except the exterior surface of the door into the storage space which is the responsibility of the Association) and all fixed glass and sliding glass doors in portions of the entranceway to said area, if any; and the wiring, electrical outlet(s), and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building and the concrete slabs. Also, all painting and maintenance of the exterior surfaces and structure of the buildings shall be the responsibility of the Association and shall be a common expense.

9.3.2 Interior Decorating. Each unit owner is responsible for all decorating within the owner's unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

9.3.3 Flooring. All units above the first living floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms, laundry rooms, or the entry. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) also shall install a sound absorbent underlayment of such kind and quality equivalent or superior to one fourth inch of cork and perimeter sound isolation material installed in accordance with the rules and regulations as amended from time to time to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner.

9.3.4 Flooring of Porches, Balconies and Patios. The structural integrity of porches, balconies, and patios is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet, river rock, and unglazed ceramic tile and its grout. For this reason, no floor covering of any type is allowed on the porches, balconies, and patios.

9.3.5 Window Coverings. The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the use restrictions set forth in paragraph 10.7 below and to any further rules and regulations of the Association.

9.3.6 Modifications and Alterations or Neglect. If a unit owner makes any modifications, installations, or additions to the unit or the common elements or neglects to maintain, repair, and replace as required by this Section 9, the unit owner, and the owner's successors in title, shall be financially responsible for:

9.3.6.1 Maintenance, repair, and replacement of the modifications, installations or additions.

9.3.6.2 The costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations, or additions.

9.3.6.3 The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property for which the Association is responsible.

9.3.7 Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that owner's contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

9.4 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for water heaters serving individual units, and/or air conditioning compressors and/or air handlers and related equipment and fixtures serving individual units, which the Association determines is to the benefit of the owners to consider, then on agreement by a majority of the voting interests of the Condominium, in person or by proxy and voting at a meeting called for the purpose, or

on agreement by a majority of the total voting interests of the Condominium in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the unit owner.

9.5 Pest Control. The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that service is necessary for the protection of the balance of the Condominium, in which event the owner thereof either must permit the Association's pest control company to enter the unit or must employ a licensed pest control company to enter the owner's unit on a regular basis to perform pest control services, and must furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a common expense, so the election of an owner not to use the services will not reduce the owner's assessments.

9.6 Tinted Exterior Glass, Lights, Sea Turtle Protection. The Florida Department of Environmental Protection (DEP) has established requirements for limiting transmission of light from within buildings for the protection of sea turtles on beaches. For this reason, special shaded or tinted glass has been used in constructing this Condominium. Any replacement glass installed by the Association or by unit owners must be of the same shaded or tinted type that meets the requirements of the Department of Environmental Protection. Light bulbs in fixtures on balconies and terraces facing or visible from the beach must be yellow "bug light" bulbs not to exceed 60 watts.

9.7 Owner Alteration Of Common Elements Restricted. No unit owner may make any alterations, add to, or remove any part of the portions of the improvements that are to be maintained by the Association without the prior written approval of the Board of Directors. The Board has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision will be final. The owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the owner, including any subsequent maintenance and restoration. No owner will do any work that would jeopardize the safety or soundness of the building or impair any easements. If approved by the Board, two units owned by the same owner that are adjacent, either horizontally or vertically, may be connected by doorways or stairways through common element walls or floors. Such Board-approved work is declared not to constitute material alterations or substantial additions to the common elements.

9.8 Enforcement of Maintenance.

In the event the owner of a unit fails to maintain a unit as required above, the Association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to charge the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition, or to take such other lawful steps as may be necessary to remedy the violation.

In addition, the Association may levy reasonable fines against a unit for the failure of the owner of the unit to comply with the maintenance provisions set forth above. No fine may exceed \$100 per day. However, in the case of a continuing violation, the Association may levy a fine each day of the violation. Such fine in no event shall exceed the aggregate of \$1,000. No fine will become a lien against a unit. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The Association shall be entitled to reasonable costs and attorneys fees for any collection efforts under this section, whether or not a suit is filed.

9.9 Unit Owner Maintenance Obligations – Insurance.

The unit owner's obligations above shall not remove said items from the casualty insurance coverage provided by the Association and any damage caused to said items by a casualty covered by said Association Insurance (whether or not the deductible is met) shall be the responsibility of the Association and shall be a common expense.

10. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Residential and Rental Use of Units.

Each unit is hereby restricted to residential or residential-rental use.

10.2 Rules and Regulations

The use of Common Elements by the owners or lessees of all units and all other parties authorized to use same, shall be at all times subject to such rules and regulations as may be prescribed and established in the condominium documents governing such use or which may be hereafter prescribed and established by the Association.

10.3 Lawful Use

No immoral, improper, offensive or unlawful use shall be made of any unit, the Common Elements, or of any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over Waterscape, a Condominium shall be observed.

10.4 Insurance

Nothing shall be done or kept in any unit or in the Common Elements which will increase the cost of insurance paid by the Association, without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his or her unit or in the Common Elements which will result in the cancellation of insurance in the Condominium Property or contents thereof, or which would be in violation of any law. No wasting of Condominium property will be permitted.

10.5 Nuisances

No nuisance shall be allowed upon the Condominium property, nor shall any use or practice be allowed which is an unreasonable source of annoyance to unit owners or which interferes with the peaceful and proper use of the Condominium property by any unit owner, including, but not limited to, repairs made within a unit before 9:00 a.m. or after 5:00 p.m.

10.6 No Business

In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any unit in the Condominium without the prior written consent of the Association. The Association shall possess the additional authority to promulgate reasonable rules and regulations governing the manner, method and to what degree said uses may be permitted, and further, shall have the power to revoke the granting of such permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the original character of the Condominium. This use restriction shall not be construed in such a manner as to prohibit a unit owner from maintaining a personal professional library, keeping personal business and professional records or accounts, or handling personal, business or professional telephone calls or correspondence in and from owner's unit. Such uses are expressly declared customarily incident to the principal residential use.

10.7 Window Treatment

In order to preserve the aesthetic qualities of the Condominium, all fabric and materials used as draperies or other window treatments located within the interior of any unit, including, but not limited to blinds, plantation shutters, curtains, shades, or the like, which can be viewed from the exterior of the unit through the windows thereof from any heights or location must be lined or finished in white, unless otherwise approved in writing by the Association prior to the installation of same.

10.8 Unit Keys

The owner of each unit shall deposit a key with the Association.

10.9 Right of Access to Units.

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 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.

10.10 Structural Modifications

No owner of a unit (except the Developer) shall permit any structural modification or alterations to be made within such unit without first obtaining the written consent of the Association, which consent may be withheld in the event that the Association determines, in its sole discretion, that such structural modifications or alterations would affect or in any manner endanger the Condominium in part or in its entirety. If the modification or alteration desired by the owner of any unit involves the removal of any permanent interior partitions, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the removal thereof would be in no manner an interference with the providing of utility services constituting Common Elements located therein.

10.11 Alterations or Improvements to Common Property

The Association shall not have the right to make or cause to be made such alterations or improvements to the Common Elements which prejudice the rights of the owner of any unit in the use and enjoyment of his unit, unless, in each instance, such owner's written consent has been obtained. The making of such alterations and improvements must be approved by the Association, and the cost of such alterations or improvement shall be assessed as common expense to be charged to all of the owners of units.

10.12 Animals

The keeping of all pets is permitted at the discretion of the Association. The right to keep pets is subject to termination at any time by the Association upon a finding that any pet is vicious, is annoying to other residents, renters or guests, or has in any way become a nuisance. The owners of pets assume all liability for damage to persons or property caused by their pets or resulting from their pets presence at the condominium. All pets must be held, or kept leashed and under the control of a responsible party at all times that they are on the condominium property. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the waste and liter of their pets. Should a unit owner fail to clean up after his pet, the Association shall perform that service and bill the unit owner accordingly. The Association reserves the right to designate specific areas within the common property, if any, where pets may be walked on a leash by their owners. The Association reserves the right to restrict renters of condominium units from having pets of any kind in rental units or on the common elements.

10.13 Parking.

All parking spaces, whether covered or uncovered, shall be common elements and maintained by the Association. Notwithstanding the foregoing, the Association shall designate (and appropriately label) one covered parking space for the exclusive use of each unit. The Association shall maintain a list of the covered park space designations and shall make and enforce such rules as the Association deems necessary relating to the use of all parking spaces. Until such time as the Developer turns over control of the Association, and subject only to the easement for up to 59 parking spaces in favor of the owner of the Hampton Inn parcel adjacent to the condominium property more particularly described below in Paragraph 12.11, all unassigned covered parking spaces and all other uncovered spaces shall be unassigned and available for use by all owners and their renters and guests. Thereafter, the Association may determine if additional spaces should be assigned for the exclusive use of owners and for what prices, if any, to be paid to the Association.

No commercial vehicle or truck (as hereinafter defined), boat, camper, motor home, trailer, mobile home or other similar vehicle, except service vehicles during the time they are actually serving the condominium, shall be parked on the condominium property. The word "commercial vehicle or truck" shall be deemed to exclude any pickup or similar vehicle used for family transportation purposes and not exhibiting any commercial equipment or cargo. All vehicles parked on the condominium parking must be in operating condition and no parking space shall be used as a site to store, repair and/or overhaul any vehicle.

10.14 Proviso

Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the units of this condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all units, and the Developer may make such use of the unsold units and common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

10.15 Relief by Association.

The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 10 and from any Rules and Regulations of the Association for good cause shown.

10.16 Exterior Improvements.

Without limiting the generality of previous sections relating to restrictions on exterior improvements, no unit owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, porches, patios or windows of the building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, fixtures and equipment), without the prior written consent of the Association. Any floor covering other than as originally installed by the Developer on the porches and/or patios is prohibited.

10.17 Hurricane Shutters.

The Association shall adopt hurricane shutter specification for each building, which shall include color, style, and other factors deemed relevant by the Association. All specifications adopted by the Association shall comply with applicable building codes. No approval is required by a unit owner to install hurricane shutters provided that they meet the hurricane shutter specifications established by the Association.

The Association may, subject to the provisions of Section 718.3026, Florida Statutes, and the approval of a majority of the voting interest of the condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units, or Association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building codes has been installed, the Association may not install hurricane shutters.

The Association may operate shutters installed pursuant to this subsection without permission of the unit owners only where such operation is necessary to preserve and protect the condominium property and Association property. The installation, replacement, operation, repair, and maintenance of such shutters in accordance with the procedure set forth herein shall not be deemed a material alteration to the common elements or Association property within the meaning of this section.

All hurricane shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A unit owner or occupant who plans to be absent during all or any part of the hurricane season must prepare his unit prior to his departure by designating a responsible firm or individual to care for his unit should a hurricane threaten the unit or should the unit suffer hurricane damage, and shall furnish the Association with the name(s) of such firm or individual.

11. NOTICE OF LIEN OR SUIT

11.1 Notice of Lien

A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes, and special assessments within five (5) days after the attaching of the lien.

11.2 Notice of Suit

A unit owner shall give notice to the Association of every suit or other proceeding which may affect title to his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

12. EASEMENTS

Each of the following easements is a covenant running with the Land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium from the condominium.