

✓ Sunbelt Title Agency  
attn: Susie Olszewska  
1803 Glengary Street  
Sarasota FL 34231

This instrument prepared by, or under the supervision of (and after recording, return to):

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(Reserved for Clerk of Court)

**DECLARATION OF CONDOMINIUM  
OF  
ADMIRALS WALK, A CONDOMINIUM  
(Sarasota County, Florida)**

SARASOTA RESIDENCES, LLC, a Florida limited liability company, its successors and assigns (hereinafter called the "Developer"), does hereby declare as follows:

**1.0 INTRODUCTION AND SUBMISSION STATEMENT**

1.1 Purpose: The purpose of this Declaration is to submit the Developer's fee simple interest of the following described lands and the improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes (hereinafter called the "Condominium Act"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

1.2 Submission Statement: The Developer hereby submits to condominium ownership the Condominium Property situate in the County of Sarasota, State of Florida, as more particularly described above, including all appurtenant improvements, and hereby declares the same to be a Condominium pursuant to Chapter 718 of the Florida Statutes, as it exists on the date hereof.

1.3 Name: The name by which this Condominium is to be identified is ADMIRALS WALK, A CONDOMINIUM (hereinafter called the "Condominium").

**2.0 DEFINITIONS**

The following terms when used in this Declaration and its exhibits, and as they may hereafter be amended, shall have the meanings stated as follows, except where the context requires otherwise:

2.1 "Act" means the Florida Condominium Act (Chapter 718, Florida Statutes), as it exists on the date hereof.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as same may be amended from time to time.

2.3 "Assessment" means a share of the funds required for payment of Common expenses, which from time to time is charged to the Unit Owner(s).

2.4 "Assigns" means any person to whom some or all rights of a Unit Owner have been validly transferred by sale, lease, mortgage or otherwise.

2.5 "Association" or "Condominium Association" means ADMIRALS WALK CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, which is the entity responsible for the operation of the Condominium.

2.6 "Association Property" means that property, real or personal, the title or ownership of which is vested in the Association for the use and benefit of its Members.

2.7 "Board of Administration" or "Board" or "Directors" means the board of directors responsible for administration of the Association.

2.8 "By-Laws" means the by-laws of the Association, as they exist from time to time.

2.9 "Common Elements" means the portions of the Condominium Property which are not included in the Units, and includes without limitation the following:

- (a) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements;
- (b) Easement of support in every portion of a Unit which contributes to the support of a building;
- (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;
- (d) Any other parts of the Condominium Property designated as Common Elements in this Declaration.

2.10 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium, including without limitation:

- (a) Expenses of operation, maintenance, repair or replacement of Common Elements;
- (b) Costs of carrying out the powers and duties of the Association;
- (c) Costs and expenses of capital improvements and betterments, and additions, or both, to the Common Elements and to the Association Property;
- (d) Any other expenses designated as Common by the Condominium Act, this Declaration or the By-Laws.

2.11 "Common Interest" means the proportionate undivided interest in fee simple in the Common Elements and the Common Surplus appurtenant to a Unit as expressed in the Declaration.

2.12 "Common Receipts" means the following items collected by the Association on behalf of the Condominium:

- (a) Rent and other charges derived from leasing or licensing the use of the Common Elements or Condominium Property;
- (b) Funds collected from Unit Owners for payment of Common Expenses or otherwise; and
- (c) Receipts designated as Common by law, this Declaration or the By-laws.

2.13 "Common Surplus" means the excess of all receipts of the Association, collected on behalf of a condominium including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over the amount of Common Expenses.

2.14 "Condominium" means ADMIRALS WALK, which is a form of ownership of real property created pursuant to the Act and under this Declaration providing for ownership by one or

more persons or entities of improvements together with an undivided interest in Common Elements appurtenant to each such Unit.

2.15 "Condominium Parcel" means a unit together with the undivided share in the Common Elements which is appurtenant to such unit.

2.16 "Condominium Property" means the land and personal property that are subject to Condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium.

2.17 "Declaration of Condominium" means this instrument, as it may be amended or supplemented from time to time.

2.18 "Developer" means SARASOTA RESIDENCES, LLC, a Florida limited liability company, and those of its successors and assigns who shall create or offer for sale or lease, Condominium Parcels in the Condominium in the ordinary course of business, but expressly excluding all Owners and lessees acquiring Units for their own or their families own occupancy.

2.19 "Institutional Lender" means a bank, savings and loan Association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker, or any other generally recognized institutional-type lender or its loan correspondent, or any lender providing funds to the Developer for purpose of making any improvements on the Condominium Property or any other lender approved by the Association pursuant to the provisions contained in this Declaration which holds a mortgage on a Unit.

2.20 "Limited Common Elements" means those Common Elements which are for the use of one or more specified Units to the exclusion of other Units.

2.21 "Member of the Association" means the owner or co-owner of a Unit.

2.22 "Owner" means a Unit Owner.

2.23 "Person" means an individual, firm, corporation, partnership, Association, trust or other legal entity, or any combination thereof.

2.24 "Rules and Regulations" means guidelines adopted by the Association concerning the use of the Condominium, as they may be amended from time to time.

2.25 "Special Assessment" means any assessment levied against any Unit Owner(s) other than the assessments provided for in the annual budget.

2.26 "Unit" means a part of the condominium property which is subject to exclusive ownership.

2.27 "Unit Deed" or "Warranty Deed" means a deed of conveyance of a Unit in recordable form.

2.28 "Unit Owner" means a record owner of legal title to a Condominium Parcel.

2.29 "Utility Services" means, but shall not be limited to, cable television, electric power, garbage and sewage disposal, water, pest control service (pertaining to both Units and Common Elements) and all other public service and convenience facilities.

2.30 "Voting Certificate" means a document which designates one of the record title owners or the corporate partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one owner or by any entity.

2.31 "Voting Interest" means the voting rights distributed to the Members of the Association pursuant to the Act.

3.0 DESCRIPTION OF CONDOMINIUM

3.1 Survey, Graphic Description and Plot Plan:

- (a) Survey: A survey of the Condominium Property which shows all existing easements and a graphic description of the Condominium Building in which Units are located and a plot plan thereof is attached hereto and by reference made a part hereof, as Exhibit B.
- (b) Floor Plans: The floor plans for the Units are attached hereto as a part of Exhibit B.

3.2 Description of Building and Units: The condominium consists of thirty (30) buildings containing 249 Units. There are eleven (11) types of Units described as A, B, B2L, C, C2, C2L, D, D2, D2L, E, and F. The number of bedrooms and bathrooms in per Unit type is described on Schedule "1" attached hereto and made a part hereof. Each Unit is identified by a separate alpha-numerical designation. The designation of each of such Units is set forth on Exhibit "B" attached hereto. Exhibit "B" consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit "B", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions.

3.3 Description of Other Improvements: The following recreational and other commonly used facilities are contained within the Condominium Property. Except as provided herein to the contrary, these facilities may be used by Owners of Units in the Condominium, their guests, tenants and invitees. The facilities include the following (all to be located on designated portions of the Condominium Property):

<b>Facility &amp; Location</b>	<b>Approximate Size</b>	<b>Approximate Capacity</b>
Heated Swimming Pool	1,800 sq. ft. 3 ft. to 6 ft.	36
Swimming Pool Deck with Spa	6,826 sq. ft.	27
Clubhouse with Fitness Center	6,316 sq. ft.	902

3.4 Unit Boundaries: Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
  - (i) If the Unit is on the top floor of the building, the upper horizontal boundary of such Unit is the exterior, unfinished, unexposed surface of the wallboard or other material comprising the ceiling of the Unit, with such material constituting part of the Unit. The lower horizontal boundary of such Unit is the lowermost surface of the wood floor truss structure with lightweight concrete comprising the subflooring of the Unit with the flooring and subflooring constituting part of the Unit.
  - (ii) If the Unit is on the bottom floor of the building, the upper horizontal boundary of such Unit is the lowermost surface of the wood floor truss system with lightweight concrete comprising the subflooring of the Unit above, with the subflooring of the Unit above not constituting part of the Unit below. The lower horizontal boundary of such Unit is the uppermost surface of the concrete slab on which the Unit is constructed, with the flooring, if any, constituting part of the Unit and the concrete subflooring and building foundation not constituting part of the Unit.

- (iii) If the Unit is not on the top or bottom floors of the building, the upper horizontal boundary of such Unit is the lowermost surface of the wood floor truss system with lightweight concrete comprising the subflooring of the Unit above, with the subflooring of the Unit above not constituting part of the Unit below. The lower horizontal boundary of such Unit is the lowermost surface of the wood floor truss system with lightweight concrete comprising the subflooring of the Unit, with the flooring and subflooring constituting part of the Unit.
- (b) **Perimetrical Boundaries.** The perimetrical or vertical boundaries of each Unit shall be the centerline of the wall separating the Unit from the exterior wall or walls of the building and the centerline of the wall separating the Unit from the hall way of the floor on which the Unit is located in the building. With respect to common walls between Units, the perimetrical or vertical boundary of the Units served thereby shall be the centerline of such wall. The vertical boundaries include the wallboard or other material comprising the wall of the Unit.
- (c) **Apertures.** Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, 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.
- (d) **Additional Information to Interpret Unit Boundaries.** If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lies within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portion thereof which serves more than one Unit or any portion of the Common Elements shall be deemed a Common Element.
- (d) **Exceptions.** In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "B" hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.2(c) above shall control unless specifically depicted and labeled otherwise on such survey.

3.5 **Description of Appurtenances:** Each Unit shall be deemed to include the following items within its boundaries:

- (a) All interior walls and partitions which are not load-bearing;
- (b) The inner decorated or finished surfaces of all walls, floors and ceilings including plaster, paint, wallpaper (if any), floor covering, etc.;
- (c) All appliances and built-in features;
- (d) Air-conditioning and heating systems;
- (e) Plumbing system;
- (f) All utility meters not owned by the public utility or agency supplying service; and
- (g) All electrical wires and fixtures;
- (h) All windows and interior and exterior doors and screens.

No Unit shall be deemed to include any pipes, wires, conduits, security systems, lines, television cables, or other utility lines running through such Unit which are utilized for more than one Unit, the same being deemed Common Elements.

### 3.6 Limited Common Elements

- (a) Designated by Survey: Limited Common Elements include those portions of the Condominium Property which are designated as Limited Common Elements on the survey of the Condominium Property. A copy of the survey of the Condominium Property is attached hereto as Exhibit B. The Unit Owner whose Unit abuts said designated Limited Common Elements shall have the exclusive right to use same.
- (b) Windows, Screens and Doors: Limited Common Elements include all windows, screens and doors not otherwise located within the Unit being serviced thereby.
- (c) Patios, Balconies, Roof Decks and Terraces. Any patio, balcony, roof deck or terrace (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements, with the costs thereof being part of the Common Expenses. The Owner of the Unit to which the Limited Common Element is appurtenant shall be responsible for the general cleaning, plant care and the upkeep of the appearance of the Limited Common Element(s). The Unit Owner's exclusive right to use the patio or balcony associated with the Unit shall relate only to that section of the patio or balcony to which the Unit Owner has unimpeded access from his Unit. No goods, materials, awnings, fixtures, paraphernalia or the like are to be affixed, placed or stored on said balconies except with the Board's prior approval, provided however, nothing herein shall prevent any Unit Owner from displaying one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial day, Flag Day, Independence Day, and Veterans Day, 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.
- (d) Parking Spaces. Each parking space shown on Exhibit "B" hereto shall be a Limited Common Element only upon it being assigned as such to a particular Unit in the manner described herein. Developer hereby reserves the right to assign, with or without consideration, the exclusive right to use any parking space located within the Common Elements of the Condominium to one or more Units, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). A Unit Owner may assign the Limited Common Element parking space appurtenant to his Unit to another Unit by written instrument delivered to (and to be held by) the Association; provided, however, that no Unit may be left without one Limited Common Element parking space. A Limited Common Element parking space may be relocated at any time, and from time to time, by the Board to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility. The maintenance of any parking space so assigned shall be the responsibility of the Association as part of the Common Expenses.
- (e) Storage: Developer hereby reserves the right to assign, with or without consideration, the exclusive right to use any storage space located within the Common Elements of the Condominium to one or more Units; whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignments have been made by Developer and are described on Exhibit "B" attached hereto. Such assignment shall not be recorded in the public records of the county but, rather, shall be made by way of instrument placed in the official records of the Association. The maintenance of any space so assigned, the screening of such space, as well as the insurance of its contents, shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned.
- (f) Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet or ground slab) upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s). The maintenance

of any such equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned.

- (g) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit or more than one Unit (i.e., any hallway serving a single Unit or more than one (1) Unit owned by the same Owner) are hereby deemed a Limited Common Element of the Unit(s) served and shall be maintained by said Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made. To the extent of any area deemed a Limited Common Element hereunder, the Owner of the Unit (s) to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Element were part of the Owner's Unit, rather than as required for alteration of Common Elements.

3.7 Developer's Right to Alter: Developer reserves the right:

- (a) To change the interior design and arrangement of any Unit so long as Developer shall own the Unit so changed and altered;
- (b) To alter the boundaries between Units so long as Developer shall own the Units so altered and the Units are not materially altered;
- (c) To alter the boundaries of the Common Elements, so long as Developer shall own the Units abutting the Common Elements where the boundaries shall be altered; provided that: (i) no such change shall materially adversely affect the value or ordinary use of Units owned by Unit Owners other than Developer; and (ii) no such change shall be made without amendment of this Declaration, which amendment need be executed and acknowledged by the Developer, the record owner of the Unit being affected and all record owner of liens on the Unit; approval from a majority of total voting interests of the condominium must be obtained; and
- (d) To make minor alterations to the Common Elements and designate certain Common Elements as Limited Common Elements so long as Developer offers units for sale in the ordinary course of business, provided, such change shall be reflected by an amendment to this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by Developer and need not be approved by the Association nor by Unit Owners, whether or not elsewhere required for an amendment. The cost of any such alteration to the Common Elements shall be the responsibility of Developer. The cost of maintaining any such designated Limited Common Element shall be the responsibility of the Association, except for garden areas abutting Units designated as Limited Common Elements which cost of maintaining such areas, including, but not limited to landscaping shall be the responsibility of the Unit Owner who has the exclusive right to use such Limited Common Element.

3.8 Combination of Units: No amendment may change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the owner of the parcel shares the Common Expenses and owns the Common Surplus, unless the record owner of the Unit and all record owners of liens on it join in the execution of the amendment and unless a majority of the record owners of all other units approve the amendment. The acquisition of property by the Association and material alterations or substantial additions to such property or the common elements by the Association in accordance with F.S. 718.111(7) or F.S. 718.113 shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units.

4.0 OWNERSHIP OF UNITS AND COMMON ELEMENTS; VOTING RIGHTS

4.1 Fee Simple: Each Unit shall be conveyed as individual property in fee simple ownership. Included in fee simple title to each Unit shall be an undivided interest in the Common Elements and in the Common Surplus. The percentage share of the Common Expenses appurtenant to each Unit is based upon the total square footage of each Unit in uniform relationship to the total square footage of all the Units, as set forth on Schedule "2" attached hereto and made a part hereof.

4.2 Ownership and Conveyance of Undivided Interest in the Common Elements and in the Common Surplus: The undivided interest of each Unit in the Common Elements and in the Common Surplus is deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

4.3 Change of Undivided Interest: The undivided interest appurtenant to each Unit shall not be changed except with the unanimous consent of the Unit Owners and Institutional Lenders.

4.4 Voting rights of Unit Owners: On all matters on which the Unit Owners shall be entitled to vote, there shall be only one (1) voting interest (or vote) for each Unit in the Condominium, which vote may be cast by the owner of each Unit or the person designated in the Voting Certificate for the Unit. Should any person own more than one Unit, such person shall be entitled to cast one (1) vote for each Unit owned.

4.5 Distribution of Common Surplus: The Common Surplus shall be held and distributed by the Association in the manner and subject to the terms, provisions and conditions thereof. Except for distribution of any insurance indemnity herein provided or termination of the Condominium, any distribution of Common Surplus which may be made from time to time shall be made to the then Unit Owners in accordance with their respective Common Interests.

5.0 OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

5.1 Occupancy. Each Unit shall be used as a residence only, except as otherwise herein expressly provided. The provisions of this subsection shall not be applicable to Units used by the Developer for model units, sales offices or management services.

5.2 Children. Children shall be permitted to be occupants of Units.

5.3 Temporary Gratuitous Guests: A Unit Owner who shall desire to allow a temporary gratuitous guest to reside within his Unit during periods of time wherein the Unit Owner shall not be present shall furnish to the Secretary of the Association, advance written notice of said guest, said notice to include the name(s) of the guests and their arrival and departure dates.

5.4 Pet Restrictions. The keeping of domestic pets shall only be allowed to remain in the Unit if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) generally, not a nuisance to residents of other Units or of neighboring buildings, (iii) maximum of two (2) pets no larger than sixty-five (65 lbs.) pounds each, and (iv) not a pit bull or other breed considered to be dangerous by the Board of Directors. Pets shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Pets shall only be walked or taken upon those portions of the Condominium Property designated by the applicable association or entity governing same from time to time for such purposes. Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately. Each Owner shall be responsible for all damage caused by his/her pet to the Condominium Property and shall be solely liable for any personal injury, death or property damage resulting from a violation of the forgoing and shall fully indemnify and hold harmless, the Developer and the Association in such regard. A 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 provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

5.5 Alterations. No Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in Section 10.2 hereof). Curtains, blinds, shutters, levelors, or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced with acceptable items. Notwithstanding the foregoing, nothing herein shall prevent any Unit Owner from displaying one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial day, Flag Day, Independence Day, and Veterans Day, 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.



5.6 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In that regard, each Unit Owner, by acceptance of a deed for a Unit, thereby covenants and agrees that it is the intention of the Developer that the stairwells of the Building are intended for ingress and egress in the event of emergency only, and as such are constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. The foregoing is not intended to prohibit the use of the stairwells for any other proper purpose.

5.7 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by this Declaration shall be deemed a nuisance.

5.8 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.

5.9 Leases. Units may only be leased in accordance with Article 11 herein. Any tenant who leases a Unit must comply with the By-laws and Rules and Regulations of the Association.

5.10 Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers, kitchens and bathrooms or as otherwise installed by the Developer. Installation of hard surfaced floor coverings (other than by the Developer) or in any other areas are to receive sound absorbent, less dense floor coverings, such as carpeting. Use of a hard and/or heavy surface floor covering in any other location must be submitted to and approved by the Board of Directors and also meet applicable structural requirements. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board of Directors, and be compatible with the overall structural design of the building. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. **Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.**

5.11 Exterior Improvements. Subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association, provided however, nothing herein shall prevent any Unit Owner from displaying one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial day, Flag Day, Independence Day, and Veterans Day, 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.

5.12 Time-Share Estates: No time-share estates shall be created with respect to any Unit.

5.13 Prohibition of Separation of Common Elements, Common Interests or Easements from Unit: Any attempt to separate the fee simple title to a Unit from the undivided interest in the Common Elements and/or in the Common Surplus appurtenant to such Unit or from the easements appurtenant to such Unit shall be null and void. No Unit Owner may assign, hypothecate or transfer in any manner his share in the funds and assets of the Association as an appurtenance to his Unit.

5.14 Hurricane Shutters. The Board of Directors shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for hurricane shutters. The Association shall approve the installation or replacement of hurricane shutters conforming with the Board's specifications. The Board may, with the approval of a majority of voting interests in the Condominium, install hurricane shutters, and may (without requiring approval of the membership) maintain, repair or replace such approved shutters, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if laminated glass, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install hurricane shutters in accordance with this provision. All 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 portion 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 furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

5.15 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 for good cause shown.

5.16 General Restrictions. The Units and the Common Elements (including Limited Common Elements) shall be subject to the restrictions, easements, conditions and covenants prescribed and established in this Declaration, the By-Laws and the Rules and Regulations, governing the use of the Units and Common Elements and setting forth the obligations and responsibilities incident to ownership of each Unit. The Units and the Common Elements further shall be subject to all laws, zoning ordinances and regulations of governmental authorities having Jurisdiction over the Condominium.

5.17 Prohibited Uses: No immoral, improper, offensive or unlawful use shall be made of any Unit or of the Common Elements, or any part thereof. No Unit Owner shall permit or suffer anything to be done or kept in his Unit or the Common Elements which would: (1) increase the rate of insurance on the condominium; (2) obstruct or interfere with the rights of other occupants of the condominium; (3) annoy other occupants by unreasonable noises or otherwise create a nuisance; (4) interfere with the peaceful possession and proper use of any other Unit or of the Common Elements; or (5) violate any governmental law, ordinance or regulation. No item of any kind shall be affixed or attached to or permanently placed on the Common Elements (including Limited Common Elements) without the prior written consent of the Board.

5.18 Ownership by Corporations or Other Business Entities: Whenever any Unit is owned by a corporation or other business entity (hereinafter generically referred to as "corporation" or "corporate member"), such corporation shall permit use thereof only by its principal officers, directors or other guests; provided, however, that such corporation shall deliver to the Association a written statement designating the name of the person(s) entitled to use such Unit together with a written covenant by such person(s) to the Association, agreeing to comply with the provisions of this Declaration, the By-laws and the Rules and Regulations, and acknowledging that the right of such person(s) to use such Unit shall exist only so long as the corporation shall continue to be a Member of the Association. Upon demand by the Association to any corporate member to remove any person(s) using such corporation's Unit for failure of such user to comply with the provisions of this Declaration, the By-laws and/or the Rules and Regulations or for any other reason, the corporate member shall forthwith cause such user to be removed; failing which, the Association, as agent of the corporate member, may take such action as it may deem appropriate to accomplish such removal. All such action by the Association shall be at the cost and expense of such corporation which shall reimburse the Association therefor upon demand, together with any attorneys' fees the Association may have incurred for such removal. Anything stated herein to the contrary notwithstanding, the provisions of this Section do not apply to Developer.

5.19 Effect on Developer. Subject to the following exceptions, the restrictions and limitations set forth in this Section shall not apply to the Developer nor to Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance and marketing activities.

