

ARTICLE XII. - USE RESTRICTIONS AND REGULATIONS.

Reasonable regulations concerning the use of Condominium property may be made and amended from time to time by the Board of Administration of the Association in the manner provided by the Articles of Incorporation and these By-Laws. The Association rules and regulations or the failure to maintain the unit or to take other steps as provided in these By-Laws to ensure compliance. Copies of such regulations and amendments shall be furnished by the Association to all Condominium Unit Owners and residents of the Condominium upon request. Provided, however, that until the Developer has closed the sale of all of the units in the Condominium, neither the Condominium Unit Owners, nor the Association, nor the use of the Condominium property shall interfere with the sale or lease by the Developer of the units. The Developer may make such use of the unsold units, common elements, and common areas, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, model units, showing the property, and the display of signs.

12.1 Right of Entry.

(a) Each owner hereby grants the right of entry to the manager or to any other persons authorized by the Board of Directors of the Association in case of emergency originating in or threatening his apartment, whether the owner is present at the time or not.

(b) An owner shall permit representatives of the Association when so required, to enter his apartment for the purpose of performing installations, alteration, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

12.2 Conduct.

(a) Each of the units shall be occupied only as a single family residential dwelling by the Unit Owner, members of his family, his guests, invitees, and lessees, and in the case of lessees, their families, guests, and invitees. No unit may be divided or subdivided into component units. As long as the Developer owns a unit, it or its agents may utilize a unit or units for a sales office, a model unit, or any other usage for the purpose of selling units.

(b) The common elements and limited common elements shall be used for the purpose for which they are intended in the furnishing of services and facilities to the units and the Unit Owners.

(c) No nuisances shall be allowed upon the Condominium property, not any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by its residents. All parts of the Condominium 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 make any use of the common elements that will increase the cost of insurance upon the Condominium property.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Condominium property nor any part of it, and all valid laws, zoning ordinances, and regulations of the governmental bodies having jurisdiction shall be observed.

(e) No "For Sale" or "For Rent" signs or any other type of sign or other displays or advertising shall be maintained on any part of the common elements, limited common elements, or the units, except for identification signs located on the exterior of the building which are part of the original construction of the building or signs which are located within the interior of the building not visible to view from the exterior of the building and except that the right is specifically reserved to the Developer to place "For Sale" signs in connection with any unsold units it may from time to time own.

(f) No trucks or other commercial vehicles, boats, house trailers, boat trailers, mobile homes, campers, or trailers of any description shall be parked in any parking space except with the written consent of the board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and such other services as may be necessary.

(g) Rules and regulations concerning use of the Condominium property shall be made by and may be amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the building upon request.

(h) All outdoor drying of clothes by line, rack, or otherwise shall be prohibited.

(i) No television or radio antennae or towers of any nature shall be erected on any part of the Condominium property except that one antenna may be erected by the Association; as a master antenna for the building.

(j) Owners, guests, or lessees are not permitted to have any animals as pets on the Condominium property, except for dogs which shall be restricted to lap dogs (small enough to be held in the owner's lap, and weighing less than 20 pounds), and such dogs shall be kept by each owner in the owner's unit. Dogs, when not in the owners' unit, must be on a leash and may be exercised on Condominium property in designated areas only. Each owner, his guest, or lessee is liable for any damage to Condominium property by action of his dog. Pet "accidents" occurring on any common area going to or coming from designated areas must be immediately cleaned up by the owner involved.

(k) No cooking of any nature whatsoever shall take place or be permitted in any of the corridors.

(l) Until such times as Developer has completed all the contemplated improvements of the Condominium and closed the sale of all the Condominium parcels, neither the Unit Owners nor the Association, nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and the sale of the Condominium parcels. Developer may make such use of any unsold units and the common elements as may facilitate such completion and sale including, but not limited to, maintenance of sales office, showing of the units, and the display of signs.

ARTICLE XIII. - AMENDMENT

A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Association signed by owners of not less than twenty percent (20%) of the units. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or in the event of his refusal or failure to act, the Board of Directors shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Except as elsewhere provided, such approvals must be either by:

(a) The votes of not less than fifty-one percent (51%) of Unit Owners present at such meeting in person or by proxy; or

(b) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Condominium Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Okaloosa County, Florida.

13.1 Proviso. No amendment shall discriminate against any Condominium Unit Owner nor against any Condominium unit or class or group of units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or the Articles of Incorporation.

13.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Okaloosa County, Florida.