

23. USE RESTRICTIONS.

Each Owner of a Unit shall be responsible for ensuring that the Owner's family, guests, invitees, tenants and Occupants comply with all provisions of the Condominium Instruments and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Condominium Instruments, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

In addition to the following use restrictions, the Board of Directors may adopt reasonable rules and regulations in accordance with the terms hereof and as specified in the Bylaws. These use restrictions are in addition to and not in lieu of use restrictions contained in the Master Declaration or promulgated by the Master Association. In the event of conflict or inconsistency between these use restrictions and those contained in the Master Declaration or promulgated by the Master Association, the stricter shall control. To the extent permitted by law, neither Units owned by the Developer nor the Developer, its agents, employees, or contractors, shall be subject to the provisions of this Paragraph.

(a) Use of Units.

(i) Residential Units. Children are permitted to be Occupants of Units. Each Residential Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Residential Unit or any part of the Condominium other than the Commercial Units, except that the Owner or Occupant residing in a Residential Unit may conduct ancillary business activities within the Residential Unit so long as:

(A) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Residential Unit;

(B) the business activity does not involve visitation of the Residential Unit by employees, clients, customers, patients, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Residential Unit without business activity;

(C) the business activity is legal and conforms to all zoning requirements for the Condominium;

(D) the business activity does not increase traffic in the Condominium in excess of what would normally be expected for Residential Units in the Condominium without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services which deliveries shall be allowed only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday);

(E) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(F) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or

threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and

(G) the business activity does not result in a materially greater use of Common Element facilities or Association services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, neither the use of a Unit by an on-site management agent operating on behalf of the Association nor the use by the Developer of a Unit or Units owned by the Developer for Unit models, sales/leasing office and/or management/business office shall be considered a trade or business within the meaning of this subparagraph. The Board of Directors shall have the sole discretion to determine what, if anything, is unreasonable about a particular business activity.

(ii) Commercial Units. Each Commercial Unit shall be used only for such residential purposes and/or commercial use or business purposes permitted by applicable zoning ordinance and use restrictions, provided such commercial or business activity does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the reasonable discretion of the Board.

(A) Prohibited Uses. Notwithstanding the foregoing, no part of a Commercial Unit used for any of the following purposes:

- (1) cinema/movie theater;
- (2) bowling alley;
- (3) skating rink;
- (4) video game room, amusement gallery or amusement arcade;
- (5) pool hall;
- (6) massage parlor or facility that hosts obscene, nude or semi-nude live performances;
- (7) adult book store or adult video store where obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, devices, books, magazines, or other related items are sold or displayed;
- (8) facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances;
- (9) facilities used for the operation of any liquor store, package store, or other store primarily selling and/or manufacturing alcoholic beverages;
- (10) funeral home or store selling caskets;
- (11) industrial or manufacturing uses;
- (12) automotive supplies and parts; and
- (13) fast food restaurants or restaurants where food is fried.

(B) Permitted Uses. Notwithstanding the foregoing, a Commercial Unit may be used for any of the following purposes:

- (1) real estate sales or leasing office engaged in business related to Units located on the Condominium Property and Additional Land; and
- (2) uses that are ancillary to the permitted uses specified herein.

(C) Proposed Uses. Any proposed use of any part of a Commercial Unit that is not prohibited in subsection (A) above but is not specified as a permitted use in subsection (B) above and is permitted by applicable zoning ordinance and use restrictions, shall be submitted for the review, consideration and approval or disapproval of the Board of Directors.

(b) Number of Occupants. The maximum number of occupants in a Residential Unit shall be limited to two (2) people per bedroom in the Unit, (as such bedrooms are depicted on the original Survey and Floor Plans filed in the Duval County, Florida records). "Occupancy," for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Unit on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit. The designated person(s) to occupy the Unit may not be changed more frequently than once every six (6) months.

(c) Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant, other than the Developer, on any portion of the Condominium Property, at any time, either temporarily or permanently, without the prior written approval of the Board.

(d) Use of Common Elements Including Amenities. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner may reserve portions of the Common Elements for use for a period of time as set by the Board; provided that the Board may charge a reasonable fee for such reserved use of the Common Elements. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of himself or herself and his or her guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. There shall be no use of the roof of the Condominium Building by the Owners, their family members, guests, tenants, invitees, agents or contractors; provided that the Association and its agents and contractors shall have access to the roofs for performing its maintenance and repair responsibility; and further provided that the Association has the right to lease, sell or assign space on the roofs of the Condominium Buildings to any person for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of telecommunications equipment; provided that any such use of the roof area for telecommunication equipment must comply with all state and/or local zoning, building and other applicable laws and codes. The Association shall collect and retain any and all income received from any agreements to sell, lease, or assign the spaces described in this subparagraph. There shall be no gardening or landscaping on the Common Elements by Owners or Occupants without the prior written consent of the Board. This subparagraph shall not apply to the Developer, so long as the Developer shall own a Unit for sale.

(e) Use of Limited Common Elements, and Balconies. Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

(i) Balconies. Objects over forty-two (42) inches in height, grills (except for electric grills), bicycles, laundry garments, towels and objects other than potted plants and patio furniture, except as may be authorized by the Board, shall not be placed on a balcony. Objects shall not be permitted to hang over or be attached to any exterior balcony wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of the balcony wall. Penetration of the surfaces of a balcony wall or floor is prohibited. Enclosure of a balcony is also prohibited. As used herein, "enclosure" shall mean the permanent enclosure of a balcony into the heated and cooled space within the boundaries of a Unit.

(f) Hurricane Shutters and Hurricane Preparations.

(i) In the event the Board does not elect to install hurricane shutters in accordance with Paragraph 10(a)(viii) of this Declaration, Owners may do so; provided that Owners shall not install hurricane or storm shutters without the prior approval of the ARC. In accordance with Section 718.115 of the Act, the Board shall adopt hurricane shutter specifications, including color, style and other factors deemed relevant by the Board. All such specifications shall comply with the local building code. All shutters installed by Unit Owners or the Board, must comply with the shutter specifications adopted by the Board. Approved hurricane or storm shutters shall only be closed during a hurricane warning or severe storm warning and during hurricanes or severe storms; such shutters may remain closed until the hurricane or severe storm warnings are discontinued. Shutters must be open at all other times. The installation, replacement and maintenance of such hurricane shutters in accordance with this Paragraph and with the rules and regulations shall not be deemed a material alteration to the Common Elements.

(ii) Hurricane Preparations. Each Unit Owner or Occupant who is absent from such Owner's Unit during hurricane season, shall prepare his/her Unit prior to departure by:

(A) Removing all furniture and plants and any other item not permanently affixed from the balconies; and

(B) Designating a responsible firm or individual to care for the Unit during his/her absence (including the removal of furniture and plants and other items not affixed to balconies) in the event of a hurricane or severe storm, and in the event that the Unit suffers hurricane or storm damage. Each Unit Owner or Occupant shall furnish the Board, or manager, if any, with the name of such firm or individual.

(g) Prohibition of Damage, Nuisance and Noise. Nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

The dwelling Units in the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct

activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.

Furthermore, destructive or offensive activity shall not be carried on within the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the reasonable opinion of the Association's Board of Directors or its designee, would jeopardize the soundness or safety of the Condominium or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their mortgagees.

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or destruction caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

(h) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

(i) Pets. No Owner or Occupant may keep any animals on any portion of the Condominium except as expressly permitted in this subparagraph. An Owner or Occupant may keep no more than a total of two (2) dogs and/or cats per Unit and a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils and small birds).

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written approval of the Board. No pets are allowed on any portion of the Common Elements except for the designated dog walk area, if any; provided, however, an Owner or Occupant may walk a pet across the Common Elements to reach such dog walk area, if any, or to enter or exit the Condominium Property. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements; provided, however, pets need not be leashed within balconies when attended by a person; provided further that such pets shall not create a nuisance to other Unit Owners. Feces left by pets upon the Common Elements or in any dog walk area must be immediately removed by the owner of the pet or the person responsible for the pet.

No potbellied pigs, snakes, pit bulldogs, rottweillers, doberman pinchers, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

(j) Parking. Limited Common Element parking spaces and Garage Spaces may only be used by the Owners or Occupants of the Unit to whom the parking spaces or Garage Spaces are assigned, and their guests and families.

For so long as Developer owns a Unit primarily for the purpose of sale, Developer may sell more parking spaces and Garage Spaces (which parking spaces and Garage Spaces shall thereafter be Limited Common Elements appurtenant to the Unit to which they have been sold) to a Unit Owner and may adopt rules regulating the use of unassigned parking spaces.

Vehicles permitted under this subparagraph may be parked only in designated, lined parking spaces, or Garage Spaces or other areas authorized in writing by the Board.

Disabled and stored vehicles are prohibited from being parked on the Condominium Property. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium Property without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Florida Department of Highway Safety and Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriff's, Marshall's, or police officer's vehicles marked as such, are also prohibited from being parked on the Condominium, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements and after normal business hours in case of an emergency; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained. Notwithstanding the above, commercial vehicles associated with the business located within each Commercial Unit are permitted to park in spaces assigned to such Commercial Unit and other spaces as designated by the Board.

Limited Common Element parking spaces assigned to Commercial Units are reserved for the exclusive use of the Owners or Occupants thereof and the family members, customers, clients, the employees and the invitees of such Owners or Occupants thereof.

If any vehicle is parked on any portion of the Condominium Property in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or the agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit, Garage Space or parking space, is obstructing the flow of traffic, is parked on any grassy area, is parked in a parking space or Garage Space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the Board or the agent of the Association may have the vehicle towed or booted immediately. If a vehicle is towed or booted in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(k) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five (55°) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two (32°) degrees Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair.

(l) Signs. Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Developer related to the development and sale of Units, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium Property without the prior written consent of the Board or its designee, except that one (1) one professional security sign not to exceed six (6") inches by six (6") inches in size may be displayed from within a Unit, and one (1) portable, removable United States flag may be displayed in a respectful way and in accordance with Section 718.113(4) of the Act, as it may be amended from time to time, portable, removable, official flags not larger than four and one-half feet (4-1/2') by six feet (6') in size that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, may be displayed in a respectful way on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

Signs related to business activities in Units may be erected only with the prior written approval of the ARC, which shall not be unreasonably withheld. The Owners of the Commercial Units shall be permitted to erect signs identifying the business on the exterior of said Units or on or adjacent to the interior windows of said Units with the approval of the ARC; provided, however, such signs shall comply with all relevant zoning ordinances.

(m) Garage Spaces. It is prohibited for an Owner or Occupant of a Unit that is assigned a Garage Space to convert such Garage Space to any other use. No Owner or Occupant of a Unit that includes a Garage Space shall park his or her car or other motor vehicle on any portion of the Condominium, other than in the Garage Space or an assigned parking space, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the Garage Space according to its design

capacity are already parked in said Garage Space. Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. All Garage Spaces shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible.

(n) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in trash dumpsters or compactors. Rubbish, trash, and garbage shall be disposed of in sealed bags and either placed in the trash dumpsters or compactors, or proper receptacles designated by the Board for collection, or removed from the Condominium Property.

(m) Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium Property. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

(n) Garage Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board.

(o) Grilling. The use of outdoor grills on any portion of the Condominium Buildings is prohibited; provided, however, Owners and Occupants are permitted to use grills located on the Common Elements that were provided by the Developer or the Association, if any.

(p) Window Treatments. All windows in Residential Units must have window treatments. The color of all window treatments visible from outside the Residential Unit must be white or off-white. Bed sheets shall not be used as window treatments.

(q) Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium Property, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Unit Owners:

(i) No transmission antenna, of any kind, may be erected anywhere on the Condominium Property, including the Units, without written approval of the Board of Directors or the Architectural Review Committee.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium Property, including the Units and the Limited Common Elements.

(iii) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

In the event of a transfer of the Unit which includes a satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the

Bylaws and the rules and regulations regarding satellite dishes and antennas shall not be limited to, those requirements relating to maintenance and removal of satellite dishes and antennas.

(r) Abandoned Personal Property. Personal property shall be removed as provided for in subparagraph (j) shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, other than on a Limited Common Element, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(s) Replacing Carpet with Tile or Hardwood Floors. Other than the Developer, no Owner, Occupant, or any other person may replace carpeting with a tile, marble, vinyl, hardwood floor or other hard surfaced flooring material, on the interior of a Unit which is located above another Unit without first obtaining written approval of the Developer or the ARC, as applicable, as set forth in Paragraph 16. Among other factors, the Developer or the ARC, as applicable, may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

The Owner applying for such approval shall provide the Developer or the ARC, as applicable, with information regarding these factors, as well as other information requested by the Developer or the ARC regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of the Developer or the ARC, as applicable. Notwithstanding the above, at least seventy-five percent (75%) of the Unit (excluding the kitchen and bathrooms) shall be carpeted unless the flooring is sound proofed so as not to exceed the noise level in Units with carpeted floors.

(t) Moving. Occupants of Units shall be allowed to move-in or move-out only on the days and times pursuant to regulations adopted by the Board of Directors. Notwithstanding the above, there shall be no moving in or out of Units between the hours of 8:00 p.m. and 7:00 a.m.

(u) Sale Period. Notwithstanding any provisions contained in this Declaration to the contrary, during the period of the sale of the Condominium Units it shall be expressly permissible for Developer, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Condominium Property as Developer may deem necessary, such facilities and activities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the completion and sale of the Condominium Units, including, but without limitation, business and/or management offices, signs, model Units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Condominium Property for such purposes and to use