

I. No animals, except usual household pets weighing less than 75 pounds, shall be kept on any Unit. The number of animals kept as pets other than fish (e.g., dogs, cats, reptiles) shall not exceed two (2) in any one household. Pets shall be kept only in the Unit. Residents shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off the Unit unless on a leash. Pets will be permitted to relieve themselves only in designated areas. Owners will be required to clean up after any pet that relieves itself in any area other than a designated area. No pet or animal that is exotic or of a vicious breed shall be maintained or harbored within a Unit. No pet or animal shall be maintained or harbored within a Unit that would create a nuisance to any other Unit Owner or lessee. A determination by the Board of Directors that a pet or animal maintained or harbored within a Unit is vicious, creates a nuisance, or is exotic shall be binding and conclusive on all parties. This provision may be amended only upon the affirmative vote of seventy-five (75 %) percent of all Unit Owners. The Board of Directors may adopt such further rules and regulations regarding pets as the Board of Directors deems to be desirable

J. All mailboxes and name and address graphics shall be uniform in appearance and location. The appearance and location of mailboxes and graphics will be determined by Developer and may not be changed afterwards without the prior written consent of the Association.

#### XXVIII. CONDOMINIUM WORKING CAPITAL FUND

At the time the Developer closes upon the sale of a Unit to a purchaser (purchaser thereby becoming a Unit Owner in the Condominium), the purchaser shall deposit with the Association an amount equal to two (2) monthly installments of the Common Expenses assessed to the purchaser's Unit. This sum shall be deposited into a working capital account ("Condominium Working Capital Fund") for the purpose of having funds available for initial and non-recurring items, capital expenses, permit fees, licenses, utility deposits and advance premiums for insurance policies and coverages pursuant to this Declaration and the Exhibits attached hereto. The Condominium Working Capital Fund shall not be commingled for the purposes of investment by the Association with any of its other funds; however, separate ledgers must be maintained for each account. In no event shall the Developer receive reimbursement from the Condominium Working Capital Fund for those expenses which it is obligated to pay pursuant to the provisions of Article XIV hereinabove and Section 718.116(9)(a) of the Act.

#### XXIX. LEASES OF UNITS

Without the prior, written consent of the Board of Directors which may be granted or withheld in the sole discretion of the Board of Directors a Unit may not be leased for a time period of less than sixty (60) days or more than two (2) times per year. Each prospective tenant for whom lease approval by the Board of Directors is required shall be required to complete an application, the form of which shall be provided by the Association, provide a list of credit references to the Association, and pay a screening fee to the Association, the amount of which shall be established from time to time by the Board of Directors. Within seven (7) days from the date of receipt of said application and list of credit references, the Board of Directors of the Association shall either approve or disapprove the proposed tenant in writing, and shall notify the Unit Owner of its decision. In the event the Board of Directors shall fail to approve or

disapprove the proposed tenant and leasing of the Unit thereto within said seven (7) days, the failure to act as aforesaid shall be considered an approval of the tenant and the authority of the Unit Owner to enter into the lease. The Association shall have the right to refuse to give written approval to any leasing of the Unit until all Assessments owed with respect to the particular Unit are paid in full. No charge or authorization shall be required in connection with an extension or renewal of the lease. Any lease of a Unit not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

### XXX. REMEDIES

A. Relief. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to institute an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act, at law, or in equity. Suit may be brought by the Association or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

B. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the prevailing party shall be entitled to recover the costs of the proceedings, including reasonable attorneys' fees. Further, in the event that proceedings are instituted by or against the Developer or against any affiliated entity of the Developer or against any individual connected with the Developer (including, but not limited to, the parent company of the Developer and/or any subsidiary of the Developer and/or any subsidiary of either of the general partners of the Developer and/or the initial directors of the Association) for any reason whatsoever, including but not limited to: (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under the Prospectus for this Condominium, this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable or violates any State or Federal Law or regulation, then the prevailing party shall be entitled to recover all costs of the proceeding. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceeding, including appeals, together with all costs including those not normally allowed in actions at law such as, but not limited to, copies of depositions and other documentation and exhibits, whether or not used at trial; travel expenses for consultants and/or witnesses for the purpose of testifying at trial or deposition; consultants fees; expert witness fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge in connection with his preparation for giving such testimony at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver. The failure of the Association, the Developer or Unit Owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the By-Laws and/or any rules and regulations adopted with respect to any portion of the Condominium Property, shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.