

XV.

Use Restrictions.

Caribbean Warehouse Condo

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these restrictions shall be for the benefit of and enforceable by all owners of units in this Condominium.

The use of the Condominium Property shall be in accordance with the following provisions:

A. The use of each and every Unit shall be subject to all use restrictions and limitations running with the land, and shall not be in conflict with, nor in violation of, any present or future zoning ordinance or ordinances of Dade County, Florida; provided that any use which becomes a nonconforming but permissible use by virtue of a future ordinance

shall be permissible.

- B. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the Unit Owners, their employees, their business invitees and guests.**
- C. No nuisance shall be allowed upon the Condominium Property, nor any use, practice, noxious odor or loud noise that is the source of annoyance to other Unit Owners or which unreasonably interferes with the peaceful possession and operation of business and proper use of the Property by other Unit Owners. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse, trash, or garbage allowed to accumulate nor any fire hazard allowed to exist.**
- D. No immoral, improper, offensive or unlawful use shall be made on the Condominium Property nor any part thereof, and all laws, ordinances and regulations of all governmental bodies having jurisdiction shall be observed.**
- E. Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners upon request.**
- F. No "For Sale" or "For Rent", signs or other displays or advertising shall be maintained on any part of the Common Elements or Limited Common Elements or Unit without the Association's prior written consent. This provision does not apply to the Developer.**
- G. Without the Association's prior written consent, a Unit Owner shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior or interior walls and doors (except those inside Units) or roof, or windows of his Unit; nor shall a Unit Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit; nor shall a Unit Owner place any furniture, fixtures or equipment outside his Unit.**
- H. The installation and use of any equipment in a Unit shall conform to the generally accepted or recommended technical specifications for the equipment involved and shall not interfere with the use and enjoyment or create any danger to any Unit. Prior to the installation thereof, the Owner shall submit to the Board all technical data regarding installation and use for approval. The Board may at any time require the installation of insulation or detector machines or designate the hours of use of the equipment involved.**
- I. All mechanical, electrical and plumbing equipment of any kind or nature installed or used in each Unit shall comply fully with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the Unit Owner alone shall be liable for any damage or injury caused by any such equipment in such Unit.**
- J. No Unit Owner shall cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, transported through, stored, kept, used, discharged or disposed in or about the Condominium Property by the Unit Owners, its agents, employees or contractors. Any such Hazardous Material brought upon, transported through, used, kept or stored in or about the Property which is necessary for a Unit Owners to operate its business will be brought upon, transported, used, kept and stored only in such quantities as are necessary for the usual and customary operations of the Unit Owner's business and in a manner that complies with (1) all laws, rules, regulations, ordinances, codes or any other governmental restrictions or requirements of all federal, state and local governmental authorities having jurisdiction thereof regulating such Hazardous Materials; (2) permits issued for any such Hazardous Material (which permits Unit Owner shall obtain prior to bringing any Hazardous Material in, on or about the Property; and (3) all producers' and manufacturers' instructions and recommendations, to the extent they are stricter than laws,**

rules, regulations, ordinances, codes or permits. If the Unit Owner, its agents, employees, or contractors, in any way breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Property caused or permitted by the Unit Owner results in release or threatened release of such Hazardous Material on, from or under the Property, or if the presence on, from or under the Property of Hazardous Material otherwise arises out of the operation of the Unit Owner's business, then without limitation of any other rights or remedies available to the Association hereunder or at law or in equity, Unit Owner shall indemnify, defend, protect and hold harmless the Association, Developer and other Unit Owners from any and all claims, sums paid in settlement of claims, judgements, damages, clean-up costs, penalties, fines, costs, liabilities, losses or expenses (including without limitation attorneys', consultants', and experts' fees and any fees incurred by the Association to enforce the Indemnity) which arise as a result of the Unit Owner's breach of such obligations or such release or such contamination of the Property, including, without limitations, diminution in value of the Property, damages for the loss of, or the restriction on the use of, rentable or usable space or any amenity of the diminution in value of the Property or other properties, whether owned by the Association, Developer or by third parties. This Indemnity of the Association, Developer and other Unit Owners by the Unit Owner includes without limitation, costs and/or penalties incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in soil or groundwater on, under or originating from the Property. Without limiting the foregoing, if the presence of Hazardous Material on the property caused or permitted by the Unit Owner in any contamination, release or threatened release of Hazardous Material on, from or under the Property or other properties, Unit Owner shall promptly take all actions at its sole cost and expense as are necessary to return the Property and other properties to the condition existing prior to the introduction of such Hazardous Material; provided that the Association's written approval of such actions shall first be obtained (which approval shall not be unreasonably withheld) and so long as such actions do not have or would not potentially have any material adverse long-term or short-term effect on the Association or the Property or other properties. As used herein, the term "Hazardous Material" mean any hazardous, radioactive or toxic substance, material or waste, including, but not limited to , those substances, materials and wastes (whether or not mixed, commingled or otherwise combined with the other substances, materials or wastes) listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is: (1) a petroleum product, crude oil, or any faction thereof, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (5) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903) or (6) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601)

K. Professional Offices. The Unit shall be occupied and used solely as offices by who are entitled to occupy office space under IU-2 Zoning Classification. Any conveyance of Units or use of Units for use other than the above permitted use shall be deemed invalid, void and unenforceable, and Developer, the Association or any Owner shall have the right to seek and obtain any remedy available at law or in equity to prevent, prohibit and enjoin the use of any Unit in a manner not permitted under this Article; provided, however, any failure or election for whatever reason not to seek such enforcement of any such foregoing use restriction shall not be deemed in any way to be a waiver of such restriction or acceptance of the non-permitted use. The foregoing use restriction is hereby declared, reserved and imposed by Developer as an equitable servitude and restrictive covenant running with the Land and each Unit binding upon Developer and all persons claiming by, through or under Developer, for the benefit of and as a limitation and burden upon the

modification or alteration shall be permitted which would cause any increase in any insurance premium paid by the Association. If modification or alteration desired by the Owner of any unit involves the removal of any permanent interior partition, 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 in no manner affect or interfere with the provisions of utility services serving the Condominium or other Office spaces located therein. All proposed structural modifications or alteration shall be pursuant to architectural plans and specification prepared by an architect licensed to practice in the State of Florida, and which plans and specification shall be submitted to the Board of Administration at such time as the applicable Unit Owners requests the Board's consent as provided in this paragraph. The board of Administration shall have a period of thirty (30) days from the receipt of the plans and specification within which to approve or disapprove same; provided, however, that if such plans and specification are disapproved the reason therefore shall be submitted within said thirty (30) days period to the Unit Owner. If the Board fail to approve or disapprove the plans and specifications and/or fails to give its consent to and/or deny the requested modifications or alteration in writing within said thirty (30) day period, the plans and specifications and the units owner right to make the modification as described in said plans and specification shall be deemed approved. If the aforesaid plans and specification are approved then any and all work performed shall be performed, if required, pursuant to a building permit therefor issued by the applicable governmental authority and a copy of such permit shall be delivered to the Association prior to the commencement of any such work. The provision of this paragraph shall not be applicable to Developer and Board of Administration approval shall not be required as to structural alterations, additions or modifications made or proposed be made by Developer. Notwithstanding the foregoing, in the event that a perforation in the roof of the Condominium Building is required in connection with a Unit Owner's interior improvements, said Unit Owner may have such perforation(s) made, at said Units Owner's sole cost and expense, provided the plans and specification therefor have been approved in writing by the Condominium project architect, and the work is performed by the contract roofer for the Condominium project. Alterations not of a structural nature within a unit may be made without the prior written consent of the Association. The installation or removal of non-load bearing partition shall constitute an alteration with a Unit and not an alteration or addition to a unit. Notwithstanding the foregoing, the provision of this paragraph shall not be applicable to Developer.

R. Divider Walls

1. The vertical wall separating one Owner's Unit from the adjacent Owner's Unit shall be referred to as a "Divider Wall". The location of the plane of the center line of the divider wall shall be coincident with the vertical plane which serves as the common boundary between the units. The Developer shall construct the initial divider walls and the approval of the Association, or any other persons or entity shall not be required for the Developer to construct such divider walls. Thereafter a divider wall shall not be removed or constructed by an Owner, except as hereafter provided. In the event a Unit Owner acquires adjoining units or office spaces(s) and a divider wall is no longer intended to serve to separate the adjoining office Spaces, the Owner may remove the divider wall or construct a doorway or passage way through the divider wall or construct a doorway or passage way through the divider wall, but only after having obtained any and all required governmental approvals. The removal of the divider wall or the construction of such a doorway or passage way shall be at Unit's owner's sole cost and expense. In no event may a divider wall be removed or constructed if the structural soundness or integrity of the Building may in any way be effected thereby.

2. No divider wall may be constructed by a Unit Owner without

(a) The Board of Administration's prior written approval, which approval shall not be unreasonably withheld.

(b) and receipt of a building permit issued by the applicable government body, if

required, for the construction. The divider wall shall be constructed so that the vertical plane of its center shall be, to the maximum extent possible, coincident with the vertical plane which serves as the common boundary between the adjoining office spaces. Any construction shall be at the expense of the Unit Owner performing same.

3. The part of the divider wall, whether constructed, by the Developer or adjoining Unit Owners located with the boundary of the Unit shall be part of the Unit. Owners of adjoining Units which share a divider wall shall have a cross easement of support in the portion of the divider wall not located within the boundary of their Unit(s). Maintenance and repair of the divider wall shall be accomplished by the appropriate Owners of the divider wall.

Each owner shall be responsible for any damage caused to a divider wall by its negligence or intentional acts or the negligent or intentional acts of such owner's employees, agents or invitees; and at the cost of said repair may be specifically assessed to the owner as a special charge, in the event such owner fails to repair or reconstruct the divider wall and the Association chooses to make such repair or reconstruction; provided however, the Association shall have no obligation to make such repair or reconstructions.

Notwithstanding anything set forth, herein, the Developer shall be entitled to install or remove divider walls without the approval of the Board of Administration or any other person or entity whatsoever.

S Right to finish interiors. The plans of the development of the Condominium Property, contemplates that Developer may sell certain Units with the interior unfinished, and that each owner of such a Units will finish the interior of its Unit, including the extension of all utility services from common elements to the interior of its respective unit. Easements reserved unto the Developer under this Declaration contemplate that Developer, its employees, agents and/or assign, under contract with the respective Owner, shall construct such interior improvements or alternatively, Developer shall assign such easements rights to the extent necessary to permit owner to construct such interior improvements. In connection with the foregoing, Developer and the Board of Administration shall have the right to approve all plans and specifications for construction, completion and subcontractors engaging in such construction, completion and finishing of the interior of Units and to approve all contractors and subcontracts engaging in such construction and finishing. Without limiting the foregoing, all plans and specification must comply with all applicable laws, ordinances, and building codes and include such other additions or improvements necessary or appropriate for such particular purpose for which the Unit is to be occupied (such as but not limited to additional support or leaded walls for certain types of medical practices) and all contractors and subcontractors must be duly licensed.

T. Alterations and/or additions.

1. There will be no alterations and/or additions to the Common Elements or Limited Common Elements appurtenant to Units (excluding normal and necessary maintenance and repair) by anyone other than Developer except as authorized by other provisions of this Declaration or by the Board and approved by not less than seventy-five percent (75%) of the Unit Owners' total votes. The aforesaid alterations or additions may not prejudice the right of any Owner, unless his consent has been obtained. The cost of the foregoing will be specially assessed as a Common Expense or Limited Common Expense. Where any alteration or addition to the Common Elements or Limited Common Elements is exclusively or substantially for the benefit of an Owner requesting same (e.g. the relocation of pipes or electrical conduit incident to the combination of two or more Units), then the cost of such alteration or addition will be assessed against and collected solely for the Owner who exclusively or substantially benefitted, as a Special Charge or as a Special Assessment. The Special Charge or Special Assessment will be levied in such proportions as may be determined by the Board of Administration to be fair and equitable. Where such alterations or additions exclusively benefit Owners requesting same, said alterations or additions will only be made when authorized by the Board, and approved by not less than

seventy five percent (75%) of the total votes of Owners exclusively or substantially benefiting therefrom.

U majority vote of the total voting interest is required if the alteration and/or addition materially alters or modifies the appurtenances to a Unit or changes the proportion percentage by which an owner of the parcel shares the Common Expenses and owns the Common Surplus.

Notwithstanding anything in this Declaration to the contrary, the Board of Administration shall have the right, but not the obligation, to permit the Owner of a Unit, at his expense, to install additional windows or doorways or other type apertures to such Owner's Unit or to seal up previously existing windows, doorways or other type apertures to such Owner's Unit, any of which apertures are located in or would be located in a Common Element wall which is a boundary to such Owner's Unit; provided, however, that such new aperture or sealing up of an existing aperture would in no way affect the structural integrity or soundness of the Building consistent with the architectural design and aesthetic appearance of the Building. The Board's approval, if granted, shall be in writing and shall be upon such terms and conditions as the Board shall determine in its sole and absolute discretion, and the approval of Unit Owners or any mortgagees, other than the Unit Owner requesting the alteration and the mortgagee of said Owners' Unit, if any, shall not be required, except as long as Developer owns a Unit in the Condominium, Developer's approval shall also be required. The cost and expense of such alteration, if approval is given pursuant to this subparagraph 2 to make such alterations, shall be borne exclusively by the Unit Owner requesting the alteration, and the cost and expense thereof, at the sole discretion of the Board, shall be paid for in advance by the applicable Unit Owner or shall be levied as a Special Charge against the Unit Owner's Office Space and the Unit(s) comprising same or said Unit Owner may pay for same by written agreement with the Association as solely determined by the Association. Notwithstanding the foregoing, the Board shall have the right to allow the Unit Owner requesting such alteration, or his contractors (which contractors are subject to approval by the Board and Developer so long as Developer owns any Unit), to make the alteration, upon such terms and conditions as set by the Board, in its sole and absolute discretion, or the Board may elect to perform such alterations; provided, however, that the Unit Owner shall pay for the alterations in advance or if the Unit Owner is permitted to perform the work by the Association, then an amount sufficient to cover that cost of the work as reasonably determined by the Association and the cost of the survey and attorneys' fees for preparation of the amendment hereinafter referred to shall be deposited with the Association to be used to pay for the aforesaid items. Notwithstanding anything in this subparagraph to the contrary, the terms and provisions of this subparagraph which require the approval by the Board of any other Unit Owner or any mortgagee or any deposit of funds with the Association shall be inapplicable to Developer, where Developer elects to make any alterations as described in this subparagraph, as hereinabove provided in the paragraph, need only be executed by Developer and the mortgagee of the applicable Unit affected, if any, and by no other person or entity whatsoever. Developer shall perform the work contemplated by this subparagraph and not the Association where such alteration affects a Developer owned Unit(s). Notwithstanding anything in this subparagraph to the contrary, no alterations as contemplated by this subparagraph shall be made if such alteration would alter the fractional or percentage shares of Common Elements, Common Expenses, and Common Surplus appurtenant to any Unit.

V. Each Unit Owner, other than Developer to the extent permitted by law, agrees as follows:

1. To be responsible for and to maintain in good condition and repair his Unit appurtenant thereto, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical, plumbing, heating and air-conditioning equipment, fixtures and outlets, if any, lying within the boundaries of the Unit or belonging to the unit Owner, at Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and to do so in accordance with the original plans

and specifications therefor or as otherwise directed by the Association.

2. To share the cost of maintenance and repair of Limited Common Elements appurtenant to more than one Unit, by multiplying said cost by a fraction, the numerator of which shall be the Unit's percentage ownership of the Common Elements and the denominator of which shall be the total of the percentages of ownership of the Common Elements of all Units required by this Declaration to maintain and repair such Limited Common Elements the result being each Unit's share of such cost.

W. To allow the Board or the agents or employees of the Association to enter into any Unit for the purpose of maintenance, inspection, repair or replacement of the improvements within the Units, the Common Elements or the Limited Common Elements, or to determine in case of emergency circumstances threatening Units or the Common Elements or Limited Common Elements, or to determine compliance with the provisions of this Declaration and the By-Laws.

X. To show no signs, advertisements or notice of any type on the Common Elements, Limited Common Elements, or his Unit, except that standard company, professional or corporation slogans and logos may be permitted on each Unit's entry door, in addition to the name of the Unit Owner, and on such central signs and directories which may be erected, if any, by Developer as part of the Common Elements or Limited Common Elements.

Y. Notwithstanding anything to the contrary contained herein, any Unit Owner owning two or more adjoining Units may remove non-load bearing partitions between some or all of said Units without the prior written consent of the Association; provided, however, (a) all costs related thereto shall be borne by such Unit Owner, (b) any Mortgagees of Record holding mortgages encumbering said Units shall consent in writing to such removal, if required, pursuant to Florida Statute 718.110(11) and such consent may not be unreasonably withheld, (c) such removal shall not necessitate relocation of utility lines, and (d) all applicable building and fire codes are complied with. In the event utility lines must be relocated, such partition removal shall be subject to the written consent of the Association and any other Unit Owners adversely affected by the relocation of said lines. As elsewhere provided herein, the removal of said partitions shall not affect the Unit's shares in the Common Elements and Common Surplus, their percentage interest in the Common Elements nor their voting rights.

Z. To maintain the hallway partition walls described in Article VI(C)(3).

AA In the event the Unit Owner of a Unit fails in his maintenance obligations as set forth herein, or makes an alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an Assessment against the Unit Owner and the Unit for such necessary sums to remove any unauthorized addition or alteration and to restore the Unit, Common Elements, or Limited Common Elements to good condition and repair. Said Assessments shall have the same force and effect as all other Special Assessments and the Association shall have a lien on the Unit to enforce same and for the reasonable collection costs and attorneys' fees incident thereto. The Association shall have the further right to have its employees or agents or any subcontractors appointed by it enter a Unit at all reasonable times to do such work as is deemed necessary by the Association to enforce compliance with the provisions thereof.

BB The Association shall determine the exterior color scheme of the Building and all exterior and interior Common Elements or Limited Common Elements. No Unit Owner shall paint an exterior wall, door, window, or any common area, or install window treatments or replace anything thereon or affixed thereto without the Association's written consent.

CC. The location, size, color and letter size of all individual signs shall be as

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approved by Developer so long as it controls the Board of Administration and, thereafter, by the Association. Developer shall have the right, so long as it controls the Board of Administration, to sell and/or assign sign locations within the Condominium Property. No other signs, except as permitted herein, shall be allowed in any location or type without prior written approval of the Association. Such approval by Developer or the Association may not be revoked once it has been granted.

DD. Except to the extent (1) expressly provided to the contrary herein, or (2) proceeds of insurance are made available therefor, all maintenance, repairs and replacements of, in or to the Common Elements (other than the Limited Common Elements as provided herein) shall be performed by the Association as provided in this Declaration and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by (and specially assessed against) such Unit Owners.

VII. Common Elements