

EMERALD ISLE CONDOMINIUM ASSOCIATION, INC.

Section 18: Occupancy and Use Restrictions

In order to provide for congenial occupancy of the Condominium 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:

18.1 Occupancy. Each Unit shall be used as a single family residence only, except as may be otherwise herein expressly provided. The provisions of this subsection 18.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.

18.2 Antennae and Satellite Dishes. Satellite dishes, aeriels and antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Unit shall be permitted without any requirement for approval from the Board of Directors.

Satellite dishes, aeriels and antennas shall not be permitted on the Common Elements except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of and safety restrictions pertaining to the installation of satellite dishes, aeriels and antennas and all lines and equipment related thereto which shall be permitted on the Common Elements.

Notwithstanding any provision to the contrary, the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, antenna or aerial or any similar structure on the Common Elements, provided that such satellite dish, aerial or antenna be solely utilized for the reception of television or radio signals to be utilized by the residents of the Condominium or for security purposes.

18.3 Specific Prohibited Uses. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Unit, Limited Common Elements or Condominium Property by any Unit Owner or occupant without prior written consent of the Board of Directors. The foregoing includes signs within a Unit which are visible from outside the Unit.

No person shall use the Common Elements or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations set forth in the By-Laws or properly pertaining thereto and promulgated from time to time by the Association.

The Unit Owner shall not permit or suffer anything to be done or kept in such Owner's Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium Property.

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

18.5 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium 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 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 a violation of this Section 18.

18.6 Pets. There are no restrictions on the number or size of pets which are permitted to be contained in a Unit. Pets shall not be permitted upon the Common Elements except pursuant to rules and regulations adopted by the Board of Directors or as contained in this Declaration or in the By-Laws. The Unit Owner shall indemnify the Association and the Developer and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such Unit Owner's having any pet upon the Condominium Property. All Unit Owners are required to clean up all pet droppings deposited on the Common Elements.

Any complaints filed by residents of damage caused by a pet shall be submitted in writing to the Board, which shall determine the amount of the damage and notify the applicable Unit Owner who owns the pet in writing to make the necessary repair, replacement or removal (as the case may be). If such Unit Owner fails to properly act within 15 days from the date of such notice, or fails to otherwise reach an agreement in writing with the Board as to the payment for such damage or remedying any other violation within 15 days from the date of such notice, such Unit Owner shall be required to permanently remove the pet from the Condominium Property. Payment for damages pursuant to this subsection shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to independently.

Any pet complaint filed with the Association, whether or not such complaint involves damage as described in the above paragraph, shall be verified by a designated member of the Board of Directors. Each verified pet complaint shall constitute an infraction for purposes of this subsection. The Board shall take action with regard to such infractions as follows:

(A) If the complaint is the first infraction, the Board shall notify the Unit Owner of the infraction in writing and formally request that no such infraction again occur.

(B) If the complaint is the second infraction, the Board shall notify the Unit Owner and warn such Unit Owner that the next infraction will cause a penalty fine to be assessed.

**AMENDMENT TO BYLAWS OF
EMERALD ISLE CONDOMINIUM ASSOCIATION, INC.**

ARTICLE XVII: RULES AND REGULATIONS

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Section 9. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, ~~a phonograph~~ any audio device, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium. All party(s) shall lower the volume as to the foregoing ~~as of 11:00 p.m. of each day~~ between the hours of 11:00 p.m. and 8:00 a.m. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

Sections 10 and 11 remain unchanged.

Section 12. No cooking shall be permitted on any porch, patio or entry way nor on the Limited Common Elements nor on the Condominium Property, except in such area, if any, designated by the Board of Directors. Notwithstanding the foregoing, currently the Board of Directors permits cooking on the patio or lanai of a Unit with an electric barbecue grill only. ~~cooking with the use of an outdoor barbecue grill is allowed on the porch of a Unit, provided that when such grill is not in use it shall be stored out of sight from the public kept covered.~~ Other types of outdoor barbecue grills may only be

utilized outside of the porch, patio, lanai or garage, as long as it does not create a fire or safety hazard, nor interfere with the driveway or parking access. When not in use, such grills shall be stored inside the garage or covered on a patio or lanai.

In addition, use and storage of such grills must comply with the Florida Fire Prevention Code. Note: Cylinders stored inside a multi family building are limited to a maximum size of 2.7 lb (1.2 kg.) water capacity [nominal 1 lb (0.5 kg.) LP gas capacity].

The Board of Directors reserves the right to require the removal of any grill that is deemed unsightly or is non-compliant with Florida Codes.

Sections 13 through 17 remain unchanged.

Section 18. Pets. The conduct of all pets must be such as to not interfere with the rights and privileges of any Emerald Isle resident.

No animals other than dogs, cats or other animals reasonably considered to be household pets, shall be raised, bred, or kept anywhere on the property. Nor shall any animals be kept, bred, boarded, or maintained for any commercial purpose. Household pets shall not include reptiles, livestock or exotic mammals. At the sole discretion of the Board, potentially dangerous breeds such as, but not limited to, Doberman, Staffordshire Terrier, Chow, Presa Canarios, Akita, Wolf Hybrid, Husky, Rottweiler and Pit Bull are prohibited.

Pets must be legally registered as required and vaccinations must be kept up to date.

All pets must be on a hand-held leash and attended at all times while outdoors.

Patios and lanais shall not be used as permanent or semi-permanent pet runs. Permanent or semi-permanent pens on common or limited common elements are prohibited.

All other pet provisions in the Declaration of Covenants, Conditions and Restrictions for Prosperity Point, Article III, Section 4, a, xviii & xix shall apply.

Section 18. Seasonal Decorations. Seasonal decorations shall not be installed earlier than thirty (30) days before and shall be removed no later than fifteen (15) days after the date of the holiday. Decorations which create a safety hazard or damage to common elements are not permitted. No decorations of any kind shall be powered from any common element source without prior written approval of the Board.

No outdoor decorations are permitted except those which can be placed on the patio, lanai or entrances of a unit with the exception of Christmas lights on bushes. Any damage caused by the installation and/or removal of such decorations shall be repaired by the Unit owner at his or her expense. Additional decorations are prohibited unless prior written approval is obtained from the Board.