

be carpeted with a reasonable good grade of carpeting and padding, except hard flooring (i.e., wood, tile and/or marble) without carpeting may be installed on adequate sound-resistant material.

D. No use or practice shall be permitted in any Unit which: (i) is determined by the Board of Directors to be a source of undue annoyance to the residents or Occupants of other Units or interferes with the peaceful possession and proper use of the Condominium Property by such other residents or Occupants; or (ii) will materially increase the rate of insurance on the Condominium Property beyond that to be anticipated from the proper and accepted conduct of otherwise permitted uses hereunder.

E. Except as provided in Article XXIII A 3 hereof, no Unit Owner may erect or permit the erection of any sign, banner or notice in or on his Unit or on the Limited Common Elements appurtenant to his Unit which is visible from outside his Unit, nor shall any radio or television antenna or aerial, clothes-line or other object be attached to or placed upon any portion of the Common Elements or Limited Common Elements without the prior written consent in each instance of the Board of Directors, which consent may be granted or denied by the Board of Directors in its sole and absolute discretion. No Unit Owner shall cover or block any window or sliding glass door except with permanent drapes or curtains (not sheets), shades, blinds or roll-ups which are not made of aluminum foil or other similar light reflecting material.

F. No person shall use the Condominium Property or any portion thereof in any manner not in accordance with the rules and regulations that are from time to time promulgated by the Board of Directors. The initial Rules and Regulations of Waterside at Admiral's Cove Condominium Association, Inc., promulgated by the Board of Directors, are attached as Exhibit No. 6 to this Declaration of Condominium and incorporated herein by reference.

XV

MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS; IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

1. Except as specifically provided in Article IV and Article XV A 2 hereof, the Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority subject to the limitations of the Condominium Act and other applicable condominium laws of the State of Florida) and the duty and responsibility to maintain all portions of the Common Elements and Limited Common Elements in good order and repair and to make all replacements and renewals necessary to so maintain all portions of the Common Elements and Limited Common Elements.

2. Each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain:

(i) any piping, ducts, wiring, cables, conduits, utility lines, air-conditioning compressors or elevators located outside the boundaries of his Unit which serve only his Unit;

(ii) any fireplace, flue or chimney connected to his Unit; and

(iii) any mechanism by which a garage door attached to his Unit is lowered or raised.

B. IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

1. Except as provided in Article XXI hereof, the Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority subject to the limitations of the Condominium Act and other applicable condominium laws of the State of Florida) to make improvements, additions or alterations to the Common Elements (including, but not limited to, landscaping or fencing), and no Unit Owner shall make or contract for any improvements, additions or alterations to any portion of the Common Elements except with the prior written consent of the Condominium Association and upon such terms, conditions and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to the Common Elements without the prior written consent of the Condominium Association, or violate any term, condition or provision pursuant to which authority to make any such improvement, alteration or addition was granted, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

2. No improvement, addition or alteration to the Common Elements shall be made by the Condominium Association if the cost thereof is in excess of ten percent (10%) of the annual budget of the Condominium for Common Expenses (excluding for these purposes, the budgeted cost of such improvement, addition or alteration) unless authorized by the Board of Directors and ratified by: (i) not less than sixty-seven percent (67%) of the total vote of all Unit Owners; and (ii) by Developer so long as Developer holds for sale in the ordinary course of business any Units. If authorized as aforesaid, the cost of the foregoing shall be assessed as a Common Expense.

3. No person or entity other than the Owner of the Unit to which a particular Limited Common Element is appurtenant shall make or contract for any improvement, alteration or addition to such Limited Common Element. Moreover, the Owner of the Unit to which a particular Limited Common Element is appurtenant shall not make or contract for any improvement, alteration or addition to such Limited Common Element without the prior written consent of the Condominium Association in accordance with the requirements of Articles IV B 4 and XXI hereof. If any Unit Owner shall make or contract for any improvement, alteration or addition to any Limited Common Element without

the prior written consent of the Condominium Association or violate any term, condition or provision pursuant to which authority to make such improvement, alteration or addition was granted, Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

4. Notwithstanding the foregoing, the rights of Developer pursuant this Declaration of Condominium shall supercede any rights given pursuant to the provisions of this Article XV B.

XVI

MAINTENANCE AND REPLACEMENT OF UNITS; STRUCTURAL MODIFICATIONS OR ALTERATIONS TO UNITS

A. MAINTENANCE AND REPLACEMENT OF UNITS.

1. Except as provided in Articles XVI A 2 and XXI hereof, each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain all portions of his Unit, except to the extent that any portion of his Unit, is damaged or destroyed and insurance coverage against said damage or destruction is available pursuant to policies of insurance maintained by the Board of Directors.

2. The Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority subject to the limitations of Section 718.111(1) of the Condominium Act and other applicable condominium laws of the State of Florida) and the duty and responsibility to maintain in good order and repair and to make all replacements necessary to so maintain all piping, ducts, wiring, cables, conduits or public utility lines within a particular Unit which serve Units other than the particular Unit.

B. STRUCTURAL MODIFICATIONS OR ALTERATIONS TO UNITS.

Except as provided in Articles XXI and XXIII A hereof, no Unit Owner shall make any structural modifications or alterations to or within his Unit without the prior written consent of the Condominium Association, which consent shall not be withheld if the Condominium Association determines that the proposed structural modification or alteration does not jeopardize or tend to jeopardize the soundness or safety of the Condominium Property or any portion thereof, or impair or tend to impair any easement or hereditament. Notwithstanding the foregoing, the Condominium Association shall not consent to any structural modifications or alterations which would expand the interior space (as defined below) of any Unit, whether or not such structural modifications or alterations are proposed to be made by constructing an addition to the Unit or by permanently enclosing an area that has theretofore been screened. "Interior space" shall mean any space enclosed by walls and roof. All permitted interior space is designated on the Survey Exhibits