

C. Timely Notice to Mortgagees and Guarantors. Any mortgagee of record or guarantor of a mortgage will be entitled to receive timely written notice of:

1. Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;

2. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;

3. A lapse, cancellation or material modification of any insurance policy maintained by the homeowners' association; and

4. Any proposed action that requires the consent of a specified percentage of mortgagees.

D. Additional Rights of Mortgagees. At no time may any provision of these Condominium documents be deemed to create a priority for a condominium Unit Owner or any other party over the rights of a first mortgagee, pursuant to its mortgage, to receive payments of insurance proceeds or condemnation awards. As provided in Florida Statute 718.116, any mortgagee who obtains title to a condominium Unit pursuant to the remedies in its mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted assessments.

### ARTICLE XIII

#### USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the Unit building or buildings in useful condition exist upon the land.


A. Units. Each of the Units shall be occupied only by a family, its servants, and guests, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the Unit being affected.


B. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners, guests, family members, and invitees.

C. Recreational and Common Use Property. All recreational property and common use property shall be used only for the purposes for which such property is intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

D. Nuisances. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to the resident or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the common elements that will increase the cost of insurance upon the condominium property. The term nuisance as used herein shall be as determined by the Board of Directors.

E. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

F. Restrictions on Pets. No animals or pets of any kind shall be kept in any unit or on any property of the Condominium, unless specifically approved by the Board of Directors. 

G. Vehicle Parking. The parking of all vehicles shall be in compliance with the rules and regulations adopted by the Board of Directors from time to time. 

H. Unit Access. Each Owner agrees to allow the Board of Directors, or agents or employees of the Association, to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of the declaration and the by-laws of the association.

I. Unattended Social Guests are permitted a cumulative maximum of thirty (30) day limit of overnight occupancy each calendar year.

#### ARTICLE XIV

##### COMPLIANCE OF DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws, and the Regulations adopted pursuant to those instruments, and all of such as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following; relief in addition to the remedies provided by the Condominium Act.

A. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his negligence or by that of