



**USE AND OCCUPANCY
RESTRICTION**

Article VI
Use and Occupancy Restrictions

6.1. Use and Occupancy Restriction. In order to provide for the congenial and harmonious use and occupancy of the Condominium Property and to protect the value of the Units, the use and occupancy of the Condominium Property and each Unit shall be in accordance with the provisions hereinafter set forth.

6.2. Occupancy and Use of Units;

6.2.1 Each Unit shall be occupied only by a Single Family, as defined herein, plus any Guests, as a residence and for no other purpose. Each Unit shall be occupied by no more than two (2) permanent Occupants, as defined herein, per bedroom.

6.2.2 No unit shall be used for any business or commercial purpose except for limited home office use as permitted herein, which shall be expressly recognized as incidental to residential use and not a nuisance. Limited home office use of a Unit shall allow the use of a Unit for personal business activities, including business telephone calls and correspondence (including electronic correspondence) and such other business activities authorized in writing by the Board of Directors, provided: (i) such activities inside the Unit are not apparent or deductible by sight, sound or smell from outside of the Unit; (ii) no customers or clients of the business other than residents of the Condominium shall come to the Unit for such activities; (iii) no employees of the business shall work at the Unit; and (iv) such activities shall comply with all applicable zoning ordinances and regulations. No business solicitation of residents of the Condominium or business use of any list of home or business addresses, email, facsimile or telephone numbers of Unit owners or residents shall be permitted under any circumstances. This provision applies to tenants as well as Unit owners.

6.3. Corporations, Partnerships and Other Entities. The sale transfer or lease of a Unit to a corporation, partnership, trust or other entity shall be conditioned upon the prior designation by the purchaser, transferee or tenant, as the case may be, of the one single family or individual that will use the Unit as a single family residence. No transient or general tourism type use of a Unit by a corporation, partnership, trust or other entity shall be permitted. The single family or individual designated as the user and occupant of the Unit owned by a corporation, partnership, trust or other entity shall not be changed more than twice during any one calendar year except in connection with the approved sale, transfer or lease of the Unit. Use of a Unit owned by a corporation, partnership, business, trust or other entity by others than the designated single family or individual shall be subject to the same restrictions and limitations contained in the Declaration and/or the Rules and Regulations of the Association on the leasing, lending and/or loaning of Units that are applicable to the other units.

6.4. Subdivision of Units Prohibited. Except as expressly reserved to the Developer, no Unit may be divided or subdivided for purposes of sale, transfer or lease.

6.5. Prohibitions. No owner, tenant or other occupant of a Unit shall:

6.5.1. Paint or otherwise change the appearance of the exterior of the Unit or the Building or of any exterior wall, door, window, screen patio, balcony, terrace or any other exterior surface; place any sunscreen, blinds or awning on any terrace or exterior surface or opening without prior written approval of the Board; place any draperies, blinds or curtains at or over the windows or doors of any Unit without a solid, light color exterior liner acceptable to the Board; tint, color or otherwise treat or apply anything to any window or door which will adversely or materially change or affect the uniform exterior appearance of the Building in the opinion of the Board; plant, place or maintain any plant or

Landscaping outside of a Unit except upon prior written approval of the Board; erect or install any exterior lights or signs; place any signs or symbols in or on windows or doors; erect, place or attach any structures or fixtures within or to the Common Elements; nor any of the forgoing without the prior written consent of the Board;

6.5.2. Make any structural alterations to any Unit or to the Common Elements provided, however, this shall not prevent the erection, removal or modification of non-support carrying interior partitions wholly within the Unit; nor fasten any fixtures, or objects to walls, floors or ceilings that would damage any structural portions of the Common Elements or utilities or electrical lines or heating or air conditioning ducts or mains. Additionally, in order to minimize sound transmittal, any replacement of installation of wood, tile, marble, or other hard surface flooring in the Unit must be set upon a sound-proofing bed, approved by the Board of Directors in advance of replacement or installation;

6.5.3. Fail to conform to and abide by the Declaration and Bylaws and the uniform Rules and Regulations in regard to the use of the Units, the Association Property and the Common Elements which may be adopted from time to time by the Board, or fail to allow the Association to enter the Unit at any reasonable time, when necessary for maintenance, repair or replacement of Common Elements or emergency repairs necessary to prevent damage to Common Elements or another Unit(s).

6.5.4. Erect, construct or maintain any wires, aerials, antennas, satellite dishes, receiving dishes, garbage or refuse receptacles or other equipment or structures on the exterior of the Building or the Unit or on any of the Common Elements, except with the prior written consent of the Board.

6.5.5. Obstruct ingress or egress to the other Units or the Common Elements.

6.5.6. Hang or display any laundry, garments or other unsightly items or objects which are visible outside of the unit.

6.5.7. Allow anything to remain in the common areas which would be unsightly or hazardous.

6.5.8. Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each Unit, the Association Property and the Common Elements shall at all times be kept in a clean, safe and sanitary condition.

6.5.9. Make use of the Common Elements and/or Association Property in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment, except as otherwise expressly provided herein and except for the Limited Common Elements as herein provided.

6.5.10. Subject a Unit to a partition action in any court and all Unit Owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such as action.

6.5.11. Park, maintain or keep commercial vehicles, trucks, motorcycles, campers, trailers, mobile home, motor homes, recreational vehicles, boats or other vehicles or leisurecrafts in any parking area or elsewhere in the Condominium, except service vehicles during the time their occupants are actually serving a Unit or the Common Elements; provided, however, this shall not prevent maintenance and parking of such Vehicles as may be essential and necessary to transport handicapped persons such as their wheelchairs or other similar devices. Notwithstanding the foregoing, that any Owner who shall own a licensed motorcycle (except and excluding any off-road motorcycle) on 12/18/09 the ("Grandfather Date") shall be permitted to operate their motorcycle on the Condominium Property and to store their motorcycle in the Assigned Parking Space(s) and/or Enclosed Parking Garage(s). Any Owner

who shall own any motorcycle (including any off-road motorcycle) after the Grandfather Date shall not be permitted to operate their motorcycle on the Condominium Property or to store their motorcycle in their Assigned Parking Space(s) and/or Enclosed Parking Garage(s) for any reason. In no event shall any tenant, guest, occupant or other visitor of any Unit Owner own, operate or park any motorcycle (including off-road motorcycles) on any portion of the Condominium Property at any time for any reason. Further, notwithstanding the above, mobile and motor home owned by Unit Owners shall be permitted to temporarily park on the Condominium Property for a period of time not to exceed 24 continuous hours while the Unit Owner is in the process of either loading or unloading such vehicle for the Owner's use and benefit. During the stated 24 hour period of time, the Unit Owner shall be required to be actively loading or unloading its vehicle, and the Unit Owner shall not be permitted to reside in or otherwise utilize its vehicle for any other purpose. Nothing in this section shall prevent the operation and parking of any vehicles as may be essential and necessary to transport handicapped persons or their wheelchairs or other similar devices for their benefit.

6.5.12. Use any garage, terrace, landing or stairway or the Common Elements for outdoor cooking of any nature, including charcoal, gas, and electric grills, except balconies those areas, if any, designated by the Board for such purposes and designated by this Declaration for such use. The North River Fire District regulations prohibit any person from possessing, using or operating charcoal, gas, electric or wood-burning heaters, grills or barbecues on any balconies, porches, or breezeways in multi-unit, multi-story buildings. This includes hibachi grills or similar devices for cooking, heating, or any other purpose.

6.5.13. Permit the installation of any objects or flooring in a Unit the weight of which (together with any padding or insulating materials), would exceed the approved load limit for the area involved.

6.5.14. Install or permit the installation of storm or other shutters, awnings, shades or coverings over exterior windows, glass doors or other exterior surfaces without the prior written approval of the Board of Directors. Notwithstanding the foregoing, Hurricane Shutters may be installed pursuant to Hurricane Shutter Specifications Promulgated by the Board.

6.5.15. Notwithstanding anything else contained herein to the contrary, any Unit Owner may display on portable, removable United States flag in a respectful way, pursuant to Florida Statute Section 718.113(4), and on Armed Forces' Day, Memorial Day, Flag Day, Independence Day and Veterans' Day may display in a respectful way portable, removable official flags, not larger than 4 ½' X 6' which represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

6.6. Pet Restrictions. Each Unit Owner, or a tenant of any Owner who resides in any Unit, may own and maintain a maximum of two (2) domesticated pets (e.g., dog or a cat) provided such pets are: (i) permitted to be so kept by applicable laws and Uniform Rules and Regulations of the Condominium, (ii) not left unattended on balconies, terraces, patios and/or in lanai areas, (iii) generally, not a nuisance to tenants or residents of other Units, and (iv) not a pit bull or other breed considered to be dangerous by the Board of Directors; provide that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation, and the owner of such pet shall fully indemnify and hold harmless the Board of Directors, the Developer, each tenant and Unit Owner and the Association in such regard. No guests or invitees of a Unit Owner shall be permitted to bring pets or animals of any kind on the Condominium Property. No pets shall be allowed to roam free upon the Condominium Property, or allowed to become a nuisance to the other tenants or Unit Owners.

Further, all pets must be leashed at all times when not located in a Condominium Unit, and may be walked only in designated areas. Pets may only be taken in the service elevator(s), if any exist (as opposed to the passenger elevators). No goats, pigs, chickens, pigeons, livestock or other obnoxious animals, fowl, arachnids, insects or reptiles shall be kept or permitted to be kept as house hold pets. Any landscaping damage or other damage to the Common Elements caused by a pet must be promptly repaired by the owner of such pet, and, if not, then the Owner who owns the Unit where the pet resides. The Association retains the right to effect said repairs and charge the owner of such pet, and, if not, then the Owner who owns the Unit where the pet resides. If, in the opinion of the Board, a permitted pet has become a nuisance, the Board shall have the right to require the pet to be removed permanently from the Condominium Property upon seven (7) days written notice to the tenant and/or Unit Owner, as appropriate.

6.7. Common Elements. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units and their occupants and as otherwise herein provided.

6.8. Nuisances. No nuisance as defined by the Association shall be allowed upon the Condominium Property. Nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be allowed, except for the sales, administrative, marketing and promotional activities of the Developer.

6.9. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

6.10. Leasing or Loaning. Leasing or renting of a Unit by a Unit Owner is not prohibited but is restricted. No portion of a Unit (nor the entire Unit) may be rented or leased for a term of less than three (3) months, and no Unit (nor the entire Unit) may be subject to more than two leases in any one calendar year. The Association may by rule and regulation require any Unit Owner desiring to rent or lease a Unit to submit in writing to the Association a letter setting forth the name of the lessee, and supply such information as may be required by the Association. The Unit Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the condominium resulting from any acts or omissions of tenant or tenant's guests (as determined in the sole judgment of the Association) and to pay for injury or damage to property caused by the negligence of the tenant or tenant's guest. All leases shall be, as are hereby made, subordinate to any lien filed by the Association, whether prior to or subsequent to such lease.

The Board of Administration of the Association may, by rule and regulation, restrict and limit the loaning or lending of Units by the Unit Owners. Tenants may not loan or lend the Unit they are renting.

During the period of time that a Unit is leased or loaned to others, the Unit Owner and the Unit Owner's family or guest shall not have the right to use or occupy the Association Property or Common Elements of the Condominium except as a guest in the presence of the tenant, if leased, or occupant, if loaned, of the Unit.

6.11. Surface Water Management system Facilities Restrictions. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If the project includes a wetland mitigation area, as the

same is defined in Section 1.7.24 of Southwest Florida Water Management District's Basis of Review, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit issued by the Southwest Florida Water Management District may be conducted without specific written approval from the Southwest Florida Water Management District. The operation and maintenance of the Surface Water Management System Facilities, as well as the re-inspection reporting, shall be performed in accordance with the terms and conditions of the Environmental Resource Permit issued by the Southwest Florida Water Management District. The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities. The restrictions shall be in effect for at least 25 years, with automatic renewal periods thereafter.

6.12. Rules and Regulations. Uniform Rules and Regulations concerning the use of the Units the Association Property and the Condominium Property, including the project's recreational facilities, may be made and amended from time to time by the Association, in the manner provided in the Articles or Bylaws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners, occupants and Institutional Lenders on request.

6.13. Proviso. Notwithstanding anything herein contained, until Developer has sold and/or transferred all of the Units in all phases of the Condominium, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the sale or lease of the Units. Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale or lease, including, but not limited to, maintenance of a sales office, a model, the showing of the property, the display of signs, and the right to have a rental/lease program if economic conditions so warrant.

Note: Article VI – Use and Occupancy Restrictions takes precedence over any rules or policies.

Declaration of Condominium of Bel Mare Condominium – Recorded on December 21, 2006
Declaration of Condominium of Bel Mare Condominium – Amendments Approved at Special Membership Meeting held on April 8, 2010
Declaration of Condominium of Bel Mare Condominium – Amendments Approved at Annual Meeting held on December 17, 2009
Declaration of Condominium of Bel Mare Condominium – Amendments Approved at Annual Meeting held on January 28, 2010
Declaration of Condominium of Bel Mare Condominium – Amendments Approved at Special Membership Meeting held on February 7, 2013