

Article VI

Restrictions

Amendment
to By Laws

~~Section 1. No unit in the condominium shall be used for other than single-family residence purposes (except that persons not of the same immediate family residing together may occupy a Unit with written consent of the Board of Directors which consent shall not be unreasonably withheld) and the Common Elements shall be used only for purposes consistent with the use of single-family residences. A family shall mean one person or a group of two (2) or more persons related by bonds of consanguinity, marriage or legal adoption. (**Delete** Building Two (2) shall be held for occupancy by persons over fifty (50) years of age and no Unit in Building Two (2) may be occupied by anyone who is less than fifty (50) years of age. **Delete**)~~

Section 2. A co-owner may lease his Unit for the same purposes set forth in Section 1 of the Article VI: submitted to the Board of Directors of the Association in the same manner as specified in Section 13 of the Article VI. With the Exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no co-owner shall lease less than an entire Unit in the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provision of the Condominium document.

Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements of support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to Common Element walls between Units which in any way impairs soundconditioning provision. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the drapery or drapery liners on the windows so that the exterior appearance of all Units is uniform.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animals, except one (1) dog or one (1) cat, none of which shall exceed thirty-five (35) pounds in weight, shall be maintained by a co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements, and any animal shall at all times be attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept, and any co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. The Association may charge all co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these By-Laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by the Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

Section 6. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods or times as may be reasonable necessary to permit periodic collections of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a co-owner either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way or shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, or chairs or benches may be left unattended on or about the Common Elements.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless inside garages. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as herein provided) unless while making deliveries or pickups in the normal course of business. This shall not be meant to exclude vans and pickup trucks used as passenger vehicles. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium premises.

Section 9. No co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or the Common Elements without the written permission of the Association, except for one (1) "For Sale" sign not to exceed six (6) square feet, to be located in front of the condominium unit, and one (1) "For Sale" sign not to exceed six (6) square feet, located in the road easement in front of the Condominium Project.

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these By-Laws, concerning the use of the Common Elements may be made and amended from time to time by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. A co-owner shall notify the Association or its authorized agent at least ten days in advance of the closing upon the sale of his Unit, so that a new purchaser may be advised of his rights and responsibilities as co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all co-owners in number and in value.

Section 12. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during any period of absence and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his Unit and any Limited Common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

(Renters Section)

Section 13.

- (a) A co-owner desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium documents.
- (b) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium documents of the Condominium Project and all leases and rental agreements shall so state.
- (c) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium documents, the Association shall take the following action:
 - (1) The Association shall notify the co-owner by certified mail advising of the alleged violation by tenant.
 - (2) The co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
 - (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the co-owners on behalf of the Association, an action for eviction and money damages against the tenant, co-owner or nonco-owner occupant and tenant, co-owner or nonco-owner occupant for breach of the conditions of the Condominium documents. The relief set forth in this Section may be by summary proceeding. The Association may hold the tenant and the co-owner liable for any damages caused by the co-owner or tenant in connection with Condominium Unit.
- (d) When a co-owner is in arrears to the Association for assessments, the Association may give written notice of the

arrearage to a tenant occupying a co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the co-owner the arrearage and future assessments as the fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

Section 14. No co-owner shall perform any landscaping or plant any trees, shrubs or perennial flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing, and such co-owner agrees to maintain that planting. Certain areas in the Condominium may be left in a natural state because of terrain characteristics and in order to enhance the natural beauty of the Project. The Association shall not be required to landscape such areas nor to alter the natural characteristics thereof.

Section 15. Each co-owner shall maintain his unit and any Limited Common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical, or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any invitees, unless such damages or costs are covered by insurance responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount.) Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.

Section 16. No unsightly condition shall be maintained upon any patio, porch or balcony; and only furniture and equipment consistent with ordinary patio, porch or balcony use shall be permitted to remain there.