**Yardarm Condominium Declaration Summary**

4.05 - Unit Boundaries – Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit as follows:

The upper and lower boundaries of the unit shall be the following boundaries extended to the intersection with perimetrical boundaries.

 Upper Boundaries – The horizontal plane of the undecorated finished ceiling.

 Lower Boundaries – The horizontal plane of the undecorated finished floor.

Perimetrical Boundaries – Exterior Building Walls intersecting with the vertical planes, adjacent to and which include the undecorated interior surface of the outside walls of the unit.

Common Elements: Decorated and finished surfaces of the exterior walls, undecorated and/or unfinished surfaces of the perimeter floor or ceiling surround his respective unit, passageways, ducts or other public utility lines running through or adjacent to said unit which serve more than one unit.

Owned Elements: Walls and partitions contained within the unit, herein defined as inner decorated, finished surfaces of the perimater walls, floors and ceilings. An air conditioner that services only a single unit shall be considered part of the unit and not a common element.

Membership vote in the Association is attributable to one vote per unit. Time-Share estates cannot be created.

9 – ENFORCEMENT OF MAINTENACE - If an owner of a unit fails to maintain it as required by this Declaration, or otherwise violates the provisions thereof, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the unit in good condition and apply a lien. The Association thereafter shall have the right to enter the unit to perform necessary work.

10.01 – LIMITED COMMON ELEMENTS – Patios, balconies, carports, and individual boat slips (to be used exclusively by the owners). Expenses of maintenance and repair relating to such limited common elements shall be borne and assessed against the individual unit owner.

12 - SALES, RENTAL, LEASE OR TRANSFER – In the event any unit owner wishes to sell, transfer, rent or lease his unit, the Association shall have the right of prior approval. Any attempt to do so without prior approval of the Association shall be deemed a brach of this Declaration shall be wholly null and void and shall confer no title or interest.

12.2 – A written notice must be provided to the Association, by the owner, prior to accepting any offer, along with the terms of the offer, the name and address of the person proposed within five days of receiving the offer, along with any other information required by the Association. The Board of the Association is required to approve or disprove the request, within five days. This must be signed by two Board officers.

12.05 No sub-leasing or sub-renting shall be permitted.

12.06 If a corporate entity is the owner of the unit, it may designte the occupants of the unit, as it desires and for such a period of time as it desires without compliance with the provision of Article 12.

16.1 COMMON ELEMENTS – Maintenance of commone elements shall be the responsibility of the Association.

16.2 No material alterations or substanstial additions to the commen elements or limited common elements, except as provided herein.

16.3 No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association.

17 COMMON ELEMENTS –

1. The land on which the improvements are located and any other land included in the condominium property.
2. All improvements no included within the units
3. Easements through the units for conduits, ducts, plumbing, wiring, etc.
4. Easement of building supports.
5. Installations for the furnishings of utility services to more than one unit.
6. Recreatonal areas and unassigned parking.

Common Element Assessments are levied on each unit owner, based on the square footage of the their unit.

**OBLIGATION OF MEMBERS**

Promptly pay assessments levied by the Association.

Maintain their unit in a clean and sanitary manner and repair his unit and all intereior surfaces.

Do not use or permit the use of his unit for any purpose other than as a single family residence.

Not permit or suffer anything to be done or kept in his unit which would increae the insurance rates on his unit or common elements, or which will obstruct or interfere with the rights of other members. No illegal, immoral or nuisance activity in his unit or common elements.

Make no alterations, decoration, repair, replacement or change on/to the common elements or to any outside exterior portion of the building without prior written consent of the Association.

Show no sign, advertisement or notice of any type on his unit or the common element. Erect no antennas or aerial equipment except as provided for in this Declaration.

Make no repairs to plumbing or electrical wiring within a unit except by licensed and authorized personnel.

Only use the parking space/carport specifically assigned to the unit, unless using unassigned parking.

Do not hang laundry, garments or other unsightly objects, which are visible, outside of the unit.

Do not allow rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided by the Association.

Do not make use of a unit that violates any laws.

Parking in assigned, unassigned or quest spaces is limited to passenger automobiles, motorcycles, vans, and trucks less than one ton in weight. All other vehicles, trailers, and instruments not specifically mentioned shall not be permited without the written approval of the Association. In addition, no storage of boats, campers or inoperative vehicles are permitted on the property.

No person shall be permitted to live on any boat occupying a boat slip.

All unit owners shall not have the right to keep pets, birds or other animals in his unit unless such weights are less than 20 pounds and unless such was owned by and in the possession of the unit owner prior to and at the time of the purchase of the unit. No new pets are allowed. Similiarly when a pet dies or is removed, replacement pets are not allowed. Those animals that are permited are only allowed in the common area or limited common area provided they are caged or leashed.