

10.1 Apartments. Each of the apartments shall be occupied only by a family, its servants and guests, as a residence and for no other purpose, provided that a corporation may own or lease an apartment, provided that it has been approved in the same manner that any other prospective purchaser or lessee must be approved under this Declaration.

10.2 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 apartment.

*10.3 Leasing. The apartment may not be leased or rented without prior approval of the Board of Directors of the Association and no one shall occupy the apartment for a period of less than six (6) months. After the initial approval the lessee may renew for any consecutive term. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws and the Rules and Regulations of the Association and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws and designating the Association as the Apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether oral or written and whether specifically expressed in such an agreement or not.

10.4 Nuisances. No nuisances shall be allowed to exist upon the condominium property, nor shall 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. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist.

10.5 Television Antennas. No exterior television antennas of any type shall be permitted or used upon the condominium property.

10.6 Regulations. Reasonable Regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Regulations and Amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium.

10.7 Developer's Use. As otherwise provided herein, until such time as the developer has completed all of the contemplated improvements and has sold all of the units contained within the condominium property, neither the Unit Owners nor the Association, nor their use

of the condominium property shall interfere with the completion of the contemplated improvements or sale of said units. The Developer may make such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, display of sales signs, leasing said units and showing the units for sale to prospective purchasers. No "For Sale" or "Lease" sign may be displayed upon the condominium property without the consent of the Developer.

***10.8 Pets.**

- (1) Only domestic animals, under 20 lbs weight such as dogs, cats and birds. No exotic pets, including snakes, pigs, monkeys, etc.
- (2) When a pet is outside of the condominium unit, it must be on a leash.
- (3) Please curb your dog and dispose of excrements in a sanitary manner.
- (4) Unit owners shall be entitled to only have two (2) pets and no more.
By way of example, a unit owner may have two (2) dogs or two (2) cats or one (1) cat and one (1) bird or one (1) dog and one (1) cat, etc.

**10.9 Unit Occupants No one (1) bedroom unit in the condominium shall be permanently occupied by more than two (2) individuals and no two (2) bedroom unit shall be permanently occupied by more than four (4) individuals except as otherwise provided in the Declaration of the Condominium, its Amendments or other pertinent condominium documents.

10.10

***10.11 Age There is no age restriction.

11. Maintenance of Community Interest. In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner other than the Developer, shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

11.1 Transfers Subject to Approval.

a) Sale. No apartment owner may dispose of an apartment or any interest therein by lease without the approval of the Board of Directors of the Association.

*b) Lease. No apartment owner may dispose of any apartment or any interest therein by lease without the prior written approval by the Association. Notwithstanding any

*Amended December 23, 1998 Recorded O.R. Book 10349 Page 833

** Amended May 19, 1982 Recorded O.R. Book 5350 Page 1068

***Amended January 12, 1996 Recorded O.R. Book 9219 Page 1319

*11.1(b) provision to the contrary, no residential unit shall be leased where the aggregate number of residential leases, approved and existing at time of application, exceeds twelve (12%) of the total number of residential units in the condominium. Should the Association disapprove of a lease by reason of this provision, the unit owner(s) seeking approval of a lease shall be placed on a leasing list maintained by the Association and offered the opportunity to lease their unit in accordance with the following provisions:

1. The Association shall maintain a list of unit owners who wish to lease their unit(s). If, at any time, there is an owner on such list, the Association shall not approve a residential lease within the condominium until such person or persons on the list are given a reasonable opportunity to lease their unit first, in accordance with the following provisions addressing unit owners on the list in the order placed thereon until the percentage of permissible leased units is obtained.
2. Unit owners may voluntarily place their names on the list at any time by providing written documentation to the Association of their desire to be placed on the list. Unit owners may also have their names placed on the list in accordance with the preceding provision. Names will be placed on the list in the order that notification and/or applications are received.
3. If the maximum percentage of leased units has not been reached at the time of receipt of notification of a desire to lease or at time of receipt of a proper lease application, and provided the proposed lease and lessee otherwise meet all other provisions of this Section 11.1(b) or the Declaration regarding leasing, the Association shall approve of such lease by the Owner(s) whose names appear at the top of the list. If, however, there are more applications and/or Owners desiring to lease their units than available units for lease given the percentage of permissible unit leases available in the condominium, then the Association shall notify the Owner(s), one by one, from the top of the list, of availability of their unit for lease, as existing leases expire and units become available for lease, whereupon the Owner(s) shall have a period of fifteen(15) working days to provide a fully executed and complying lease agreement to the Association for approval. After passage of the fifteen (15) day time period, if the lease application is not in the hands of the Association for approval, or if the proposed lease is otherwise not in compliance with the requirements of the Declaration, or if the proposed lease is not approved by the Association in accordance with its authority to disapprove of such a lease under these or other provisions within the Declaration, then the right of the unit owner so notified shall expire, their name(s) shall be placed at the end of the list (if they still desire to lease their unit) and the next unit owner on the list shall be notified of the opportunity to lease their unit. The same fifteen(15) day time period shall apply to all unit owners so notified.

4. *The Association may adopt reasonable rules and regulations to implement this leasing policy. This provision shall not apply to lease extensions for properly approved and occupying tenants, but shall apply to subleasing.
5. The Association shall require the payment of a preset application fee simultaneously with the submission of an application to lease, said application fee to be set by the Board of Directors, from time to time, in conformance with applicable law.

11.1 (c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of this apartment shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of the apartment shall be subject to the approval of the Association.

(e) Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

11.2 Approval of the Association. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

a) Notice to the Association.

(1) Sale – an apartment owner intending to make a bona fide sale of his apartment or any interest therein, shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) **Lease – An apartment owner intending to make a bona fide lease of his

Apartment or any interest therein, must give to the Association in writing, a notice of such intentions, together with the name and address of the intended lessee and such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

*Amended December 23, 1998 Recorded O.R.Book 10349 Pages 833-836

** Amended January 28, 1987 Recorded O.R. Book 6415 Page 440

11.7 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.8 Notice of Lien or Suit.

(a) Notice of Lien. An apartment owner shall give notice in writing to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessment, within five (5) days after the attaching of the lien.

(b) Notice of Suit. An apartment owner shall give notice in writing to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

(c) Failure to Comply Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

*11.9 No owner in any form (individual, partnership, corporation, etc.) shall own more than two (2) condominium units at any one time.

12 Purchase of Apartments by Association. The Association shall have the power to purchase apartments, subject to the following provisions:

12.1 Decision. The decision of the Association to purchase an apartment shall be made by its Directors, without approval of its membership except as elsewhere provided in this section.

12.2 Limitation. If at any one time the Association be the owner or agreed purchaser of three (3) or more apartments, it may not purchase any additional apartments without the prior written approval of seventy-five percent (75%) of the members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien.

13 Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto and Management Agreement and said documents as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or the other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:

13.1 Enforcement. The Association and Manager are hereby empowered to enforce this Declaration and the By-Laws and the Rules and Regulations of the Association by entry into any apartment at any reasonable time to make inspection, correction or compliance.

13.2 Negligence. An apartment owner shall be liable for the expense or any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his