

ARTICLE XVII

OFFICERS' AND DIRECTORS' SALARIES

No officers or Directors shall, for reason of his office, be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for any duties other than as an officer or Director.

ARTICLE XVIII

OBLIGATIONS OF UNIT OWNERS AND USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

Section 1. Each unit owner shall promptly pay the assessment levied by the Association.

Section 2. In no event shall occupancy (except for occasional rental or temporary occupancy of guests) exceed four (4) persons. Under no circumstances may more than one (1) family reside in a condominium unit at one time. Families or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, children and grandchildren. Without limiting the generality of this paragraph, units shall be occupied by no more than five (5) persons, including children, if the same is being used as a vacation rental unit.

Section 3. Parking spaces may be used only for the parking of passenger cars, station-wagons, bicycles or tricycles. All other vehicles shall be permitted to be parked only upon the written approval of the Association.

Section 4. No nuisances shall be allowed upon the condominium property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

Section 5. No unit owner shall annoy others with unreasonable noises or odors.

Section 6. All parts of the condominium shall be kept in a sanitary and clean condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

Section 7. No electrical device creating unusual electrical overloading or interference with radio or TV sets of others may be used in the units or common elements without the permission of the other unit owners.

Section 8. All garbage must be placed in plastic bags and sealed before depositing said garbage directly into the dumpsters. Boxes or bulky containers must be broken and compacted before depositing same into dumpsters. The unit owners shall deposit all garbage in the dumpsters or other trash collection facilities provided by the Association and shall be prohibited from placing private garbage cans on the common elements.

Section 9. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 10. No unit owner shall show any sign, advertisement or notice of any type on the common elements or his unit. There shall be no "for sale" or "for rent" signs in any form or size placed inside or outside of the windows of a unit or attached to the curtains or blinds or any part of the interior or exterior of the condominium unit or on the common elements. The Association can post a sign for the purpose of unit owners selling or renting their units and said sign shall be erected in an area designated by the Association. This paragraph does not impose any restrictions on the Developer while there are unsold units.

Section 11. Children under the age of sixteen (16) shall not be permitted to reside on the premises.

Section 12. Each unit owner is responsible for the leasing or rental of his unit and acknowledges that no representations have been made by the Developer or the Association or any member thereof regarding the feasibility of the purchase of his unit for an investment or lease purpose.

Section 13. Each unit may have cable TV, if available, which shall constitute a limited common element. There shall not be any exterior antenna for either radio or TV or for any broadcasting or receiving equipment. The cost of the cable TV can be charged to the Association if approved by the Association, and each unit will be responsible for reimbursement of the monthly charge for each activated unit within his apartment, but any additional charges for becoming a member of Home Box Office or other similar broadcasting system shall be billed directly to the unit owner and not collected by the Association. In addition, any and all hookup charges shall be the responsibility of the individual unit owner. If cable TV is not available the Association shall have the right to erect and maintain a master antenna system and include cost of same in the annual budget.

Section 14. Original unit owners may keep dogs (weighing 15 lbs. or less), cats or birds provided that they are not kept, bred or maintained for any commercial purposes and so long as said pets do not constitute a nuisance to the other unit owners. Dogs must remain on a leash when outside the condominium unit. All pets must use the designated sanitary areas. In the event the unit owner of said pet(s) receives written notice from the Association that his pet constitutes a nuisance, for any reason whatsoever, the owner of said pet(s) shall immediately remove them from the condominium property. Persons occupying a unit as lessees or vacation rental tenants shall not be permitted to maintain pets in their unit or on any condominium property at any time. All pets shall be registered with the Association.

Upon the death of the pet of an original unit owner, no replacement pet shall be allowed. No unit owners or other persons other than the original purchaser of a unit shall be allowed to have a pet.

Section 15. No unit owner shall place or install any colored, reflecting or solar material on any windows without written approval of the Association. All shades, venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be of neutral or off-white color.

Section 16. No use of the condominium property shall be made which violates any of the terms and conditions contained herein or that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

Section 17. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered

necessary by his negligence or by that of any member of his family or his or their guests, employees, agent, lessees or vacation rental tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the unit owner or the Association.

Section 18. No window air conditioning units, window fans, or exhaust fans shall be installed in a unit.

Section 19. No rugs or mops shall be shaken or hung from or on any of the windows, doors, deck railings or balconies. No clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung out of a unit or exposed on the common elements.

Section 20. Sidewalks, balconies and entrance ways shall be kept clear of all obstructions at all times.

Section 21. Each unit owner shall permit the Board of Directors of the Association, or any of them, or the agents and employees of the Association, to enter the owner's unit for the purpose of maintenance, inspection, repair and replacement of improvements made in accordance with the requirements of this Declaration.

Section 22. Reasonable, uniform rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors and/or members of the Association, in the manner provided by the Articles of Incorporation and/or these Bylaws. Copies of such rules and regulations and amendments shall be furnished to all unit owners and residents of the condominium upon request. Each unit owner shall conform to and abide by the Bylaws and uniform rules and regulations of the Association which have been or are adopted concerning the condominium property and each unit owner shall see that all persons using the owner's property, by, through or under him, does likewise.

Section 23. In any proceeding arising because of the alleged failure of a unit owner to comply with the terms of this Declaration as it may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

Section 24. The failure of the Association to enforce any covenant, restriction or other provision of this Declaration shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIX

TRANSFER OF ASSOCIATION CONTROL

Section 1. When unit owners, other than Developer owns fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners, other than Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners, other than Developer, shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed by fifty percent (50%) of the units that will be operated ultimately by the Association, three (3) months after sales have been closed by Developer of ninety percent (90%) of the units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by Developer in the ordinary course of business, or when some of the units have been sold to purchasers and none of the others are being con-