

3.4 Area Expense Assessments.

Area Expense Assessments shall be assessed based upon each Unit's Common Expense Liability or Percentage Interest and based upon a budget proposed by the applicable Council, as approved or modified by the Board, as provided in the Bylaws.

3.5 Expenses Benefitting Fewer than All Units.

In addition to Base Assessment and Area Expense Assessment, and as determined by the Board, with or without the recommendation of a Council, Common Expenses benefitting fewer than all Units or benefitting individual Occupants or Owners may be assessed in proportion to usage. Any Common Expense for services provided by either the Association or Council at the request of a Unit Owner shall be assessed against the Unit which benefits from such service.

3.6 Building Maintenance.

Any Common Expense for maintenance of buildings within an Area shall be assessed against the Units in that Area as part of the Area Expense Assessment.

3.7 Insurance.

The cost of insurance may be assessed in proportion to risk.

3.8 Areas Subject to Development Rights.

Expenses in connection with real property subject to Development Rights shall be assessed against Declarant.

3.9 Owner Misconduct.

If a Common Expense is caused by the misconduct of an Owner, the Association may assess that expense exclusively against that Owner's Unit.

3.10 Approval of Budget.

Any proposed budget for the Condominium prepared by the Board shall be deemed ratified by all Owners, unless at a meeting to consider ratification of any proposed budget, seventy-five percent (75%) of the Owners vote to reject the budget, whether or not a quorum is present.

Article 4 Restriction on Units and Common Elements

4.1 Each Unit shall be located in an Area.

The Units within an Area may be subject to additional covenants and obligations upon the affirmative

vote of agreement of a majority of the Owners of the Units within the Area.

4.2 Designation of Reserved Common Elements.

The Board of Directors shall have the power in their discretion to designate from time to time certain Common Elements as Reserved Common Elements and grant reserved rights to any or less than all of the Owners and establish a reasonable charge to such Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

4.3 Use of Unit and the Common Elements.

No immoral, improper, offensive or unlawful use may be made of the Property and Owners shall comply with and conform to all applicable laws and regulations. A violating Owner shall hold the Association and other Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

4.4 Occupancy Restrictions.

The following occupancy restrictions apply to all Units and to the Common Elements:

- No electrical device creating electrical overloading of standard circuits may be used without permission from the Directors. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Owner from whose Unit it shall have been caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.
- Each Owner shall keep his or her Unit in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin.
- All fixtures and equipment will be used for the purposes for which they were designed.
- No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants. No Owner or Occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Owners or Occupants.

- No sign, window display or advertising visible from outside a Unit shall be maintained or permitted in any part of a Unit, except with the prior permission of the Association.
- No animal, bird or reptile of any kind shall be raised, bred, or kept in a Residential Unit, provided however, Owners or Occupants may keep in any Unit no more than two (2) animals being either dogs of gentle disposition, not exceeding approximately twenty-five (25) pounds in weight at maturity, or cats; or such other household pets, approved and licensed by the Directors, as to compatibility with the Condominium. Pets may not be kept, bred or maintained for any commercial purposes. Such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Owner who keeps and maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, Directors, and each Owner and the Declarant harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Directors and shall otherwise be registered and inoculated as required by law. Any pet causing or creating a nuisance, danger to humans, or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice from the Directors. Companion or helper animals will be permitted for those persons holding certificates of necessity.
- No Owner or Occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Owners or Occupants. No Owner or Occupant shall cause noise or play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Owners or Occupants.
- Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements except with the prior written consent of the Directors.
- The Common Elements shall be used only for the uses for which each were designed and are reasonably suited incident to the use and occupancy of the Units.

• No Owner shall enter into a lease of his or her Unit without first executing a written lease with the lessee. Such lease shall require the lessee to comply with the terms and provisions of the Condominium Documents and further, provide that the failure of the lessee to comply with these Condominium Documents constitutes a default under the terms of the lease. Each Unit Owner shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Directors. The foregoing provisions of this subsection shall not apply to the Declarant, or to an Eligible Mortgagee in possession of a Unit as a result of foreclosure or any proceeding in lieu of foreclosure, during the period of such Eligible Mortgagee's possession.

4.5 Residential Area.

The use of each Unit in the Residential Area is restricted to that of a single family residence and accessory uses as permitted herein. The term "single family residence" means a single housekeeping Unit, operating on a nonprofit, noncommercial basis between its Occupants, cooking and eating with a common kitchen and dining area.

4.6 Satellite Antennae.

Antennae for the reception of satellite television signals may be installed only on the Limited Common Elements appurtenant to a Unit. Prior to installation of an antenna, the Owner shall submit to the Directors a drawing of the proposed installation, together with a description of any penetration or modification of the Common Elements. Permission for the installation shall be denied only if the proposed installation would cause material damage to the Common Elements.

4.7 Subdivision of Units.

No Residential Unit may be subdivided. Commercial Units may be freely subdivided, as provided in §47-7B-13 of the Act.

4.8 Timeshare.

Residential Units in this condominium may be submitted to a plan of timesharing, provided that such plan creates no more than twelve (12) intervals per Unit, per year, and further provided that such plan imposes upon the Association no additional duty or burden unless expressly accepted by the Association.

Article 5 Easements

5.1 Easement for Ingress and Egress Through Common Elements and Access to Units.