

5407

DECLARATION OF RESTRICTIONS, RESERVATIONS,
COVENANTS, CONDITIONS AND EASEMENTS
ADMIRALTY CLUB CONDOMINIUM

JOHN LEDBETTER, LOUIS P. SAMUELS and LESTER OLDAKER, a partnership, doing business as Admiralty Club Condominium, hereinafter referred to as "Developer", as present owner of the property designated as ADMIRALTY CLUB CONDOMINIUM, hereby makes and declares the restrictions, reservations, covenants, conditions and easements set out hereafter as applicable to the property described as ADMIRALTY CLUB CONDOMINIUM, according to this Declaration, exhibits and plot plans.

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of receiving and by acceptance of a conveyance, grant, devise, lease, or mortgage, all grantees, devisees, lessees, and assigns, and all parties claiming by, through or under such persons, agree to be bound by all the provisions hereof, except, however, if Developer shall convey all of the property designated as ADMIRALTY CLUB CONDOMINIUM to a corporate grantee, then and in such event, said immediate grantee shall be considered as Developer herein for all intents and purposes. Both the burdens imposed and the benefits shall run with each Unit and the interests in Common Elements and Limited Common Elements as herein defined.

1. Development of ADMIRALTY CLUB CONDOMINIUM.

The lands owned by the Developer, which are hereby submitted to the Condominium form of ownership are the following described lands lying in Volusia County, Florida:

Lots 3 and 3A, 4 and 4A, 5 and 5A, Winthrop Holding Addition No. 1, as per map thereof recorded in Map Book 29, page 50, Public Records of Volusia County, Florida, And, That part of the Northerly 100 feet of the Southerly 490 feet of the Northerly 990 feet of Winthrop Holding Corp., a resubdivision of Blocks 19 through 29, inclusive, of Halifax Estates, as recorded in Map Book 6, page 72, of the Public Records of Volusia County, Florida, lying Westerly of the right of way of South Peninsula Drive as deeded to Volusia County, Florida, in Official Records Book 55, page 8, Public Records of Volusia County, Florida, together with riparian rights.

The Developer, intending to create a Condominium, will construct upon said property buildings and other improvements covered by this Declaration of ADMIRALTY CLUB CONDOMINIUM. Developer has had the property surveyed and divided the property into One Hundred One (101) living units; i. e. Units 101 thru 112 and 114, Units 201 thru 212 and 214; Units 301 thru 312 and 314; Units 401 thru 412 and 414 and Units 501 thru 512 and 514, Units 601 thru 612 and 614, Units 701 thru 712 and 714, Units PH 801 thru PH 812 and PH 814, and into Common Elements designated as Lot A and Limited Common Areas, with the intent to create a condominium project, as designated and shown on the exhibits recorded in Map Book 32 pages 89/10 & 11, bearing the same name and building number, and identifying the Units, Common Elements, and Limited Common Areas, as said terms are hereinafter defined and their respective locations and approximate dimensions, said Exhibits being designated as Exhibit "B" hereto, and by this reference made a part hereof.

Notwithstanding the actual location of the walls, ceilings and floors, each UNIT consists of the space bounded by the vertical projections of the Unit Boundary lines shown on the plat between the horizontal planes at the floor and ceiling elevations shown.

There are LIMITED COMMON AREAS appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, the same being balconies directly accessible only through an individual unit. These Limited Common Areas are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the Limited Common Area so appurtenant. Expenses of maintenance, repair, or replacement relating to such Limited Common Area shall be treated as and paid for as part of the common expenses of the Management Association (hereinafter specifically defined), except, however, the expense of maintenance, repair or replacement made necessary by the act of any Unit Owner shall be borne by said Unit Owner.

All property included in this Condominium which is not within any living unit and which has not been designated as Limited Common Area shall be deemed COMMON ELEMENTS and has been designated as Lot A on Exhibit "B", and hereinafter the term "Common Elements" shall include and be synonymous with Lot A.

The owner or owners of each Unit shall have an undivided interest in Lot A in accordance with distributive shares as follows:

<u>UNIT NUMBER</u>	<u>PERCENTAGE</u>
101	1.205
102	0.777
103	0.991
104	0.991
105	0.991
106	-0-
107	-0-
108	-0-
109	0.991
110	0.991
111	0.991
112	0.991
114	0.991
201	1.205
202	0.777
203	0.991
204	0.991
205	1.205
206	0.777
207	0.991
208	0.991
209	0.991
210	0.991
211	0.991
212	0.991
214	0.991
301	1.205
302	0.777
303	0.991
304	0.991
305	1.205
306	0.777
307	0.991
308	0.991
309	0.991
310	0.991
311	0.991
312	0.991
314	0.991
401	1.205

402	0.777
403	0.991
404	0.991
405	1.205
406	0.777
407	0.991
408	0.991
409	0.991
410	0.991
411	0.991
412	0.991
414	0.991
501	1.205
502	0.777
503	0.991
504	0.991
505	1.205
506	0.777
507	0.991
508	0.991
509	0.991
510	0.991
511	0.991
512	0.991
514	0.991
601	1.205
602	0.777
603	0.991
604	0.991
605	1.205
606	0.777
607	0.991
608	0.991
609	0.991
610	0.991
611	0.991
612	0.991
614	0.991
701	1.205
702	0.777
703	0.991
704	0.991
705	1.205
706	0.777
707	0.991

708	0.991
709	0.991
710	0.991
711	0.991
712	0.991
714	0.991
PH801	1.205
PH802	0.777
PH803	0.991
PH804	0.991
PH805	1.205
PH806	0.777
PH807	0.991
PH808	0.991
PH809	0.991
PH810	0.991
PH811	0.991
PH812	0.991
PH814	0.991

The common elements include, but are not limited to the recreation area, ground support area, stairways, elevators, halls, walks, parking spaces, storage lockers, swimming pool, yard area, foundations, attic areas, etc. and substantial portions of the exterior walls, floors, ceilings and walls between Units. The Owner or owners of each Unit shall likewise have an undivided interest (and where there is more than one owner of a Unit, the percentage ownership of such owners shall be divided among the collective owners in the proportion of their ownership), in any common surplus, in accordance with the distributive shares as designated above. Developer reserves the right to designate the individual parking spaces and individual storage areas for the exclusive use of individual unit owners.

2. Prohibition of Further Subdivision and Waiver of Partition.

The space within any of the Units and Common Elements shall not be further subdivided. Any undivided interest in the Common Elements is hereby declared to be appurtenant to each Unit and such undivided interest shall not be conveyed separately from the Unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interest is not expressly mentioned or

described in the conveyance or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and an interest in the entire area described as Lot A.

The Developer hereby, and each subsequent owner of any interest in a Unit and in the Common Elements, by Acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Common Elements under the laws of the State of Florida as it exists now or hereafter until this condominium project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a Unit together with an undivided interest in the Common Elements subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between any condominium units in order that the said Units may be used together as one integral unit. All assessments and voting rights, however, shall be calculated as separate units, notwithstanding the several units are used as one.

3. Easements. All owners of Units shall have as an appurtenance to their Units a perpetual easement for ingress to and egress from their Units over stairs, terraces, walks, halls, elevators and other Common Elements from and to the public highways bounding ADMIRALTY CLUB CONDOMINIUM, to the use and enjoyment of all public portions of buildings and to other common facilities (including but not limited to utilities as they now exist or hereafter exist) located in the Common Elements.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter exist caused by settlement or movement of the building and encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

All Units and Common Elements and Limited Common Areas shall be subject to a perpetual easement in gross being granted to ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC., and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein.

4. Non-Profit Corporation. A Charter for incorporation of ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC., (a non-profit corporation herein referred to as the Corporation and sometimes referred to as the Association) has been filed with the office of the Secretary of State of the State of Florida, and duly processed in said office to the end that the said Charter has been granted. The principal purpose of said Corporation is to perform the acts and the duties desirable for management for the Units and Common Elements and to levy and enforce collection of assessments as they are necessary to perform said acts and duties and all duties herein expressly or impliedly imposed upon the said Corporation.

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the Units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument in the public records of Volusia County, Florida, shall automatically be members and their membership shall automatically terminate when they no longer own such interest.

There shall be a total of 101 votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where a condominium unit is owned by the managing non-profit corporation no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term "owner" as used herein shall be deemed to include the Developer.

All of the affairs, policies, regulations and property of the Corporation shall be controlled and governed by the Board of Directors of the Corporation consisting of 7 members, who are all to be elected annually by the members entitled to vote. Each member shall be entitled to one vote for each member of the board of directors duly nominated. Each director shall be the owner of a condominium unit (or partial owner of a condominium where such unit is owned by more than one individual), (or if a unit is owned by a corporation;

Page 2 - Changes cont'd.

MODIFICATION:

2. DECLARATION OF CONDOMINIUM PARA 7 (c), as recorded in Book 1538, Page 224 of the Official Records of Volusia County, Florida:

(c). Not use or permit the use of his unit for any purpose other than as a single residence and maintain his unit in a clean and sanitary manner and in repair at all times. Nothing in this clause shall be construed to prohibit the leasing of any unit, except for the purposes aforesaid, said leasing, however, shall be limited to a term of not less than ~~two months~~ six months and one day. If an owner gives the Association the responsibility of leasing his unit, the Association delegates such responsibility to the manager or a rental committee. Subleasing is not permitted.

MODIFICATION:

3. DECLARATION OF CONDOMINIUM PARA 11, as recorded in Book 1538, Pages 229 - 230 of the Official Records of Volusia County, Florida:

These restrictions, reservations, covenants, conditions and easements and the By-Laws which are attached hereto and made a part hereof, may be modified or amended by recording such modification in the public records of Volusia County, Florida, signed by all owners of 89 65 or more units and all owners and holders of first mortgage liens on any ~~units~~ 65 or more units. (See rest of para 11 which remains unchanged.)

Budget

December 1999

including Developer, any duly elected officer or officers of any owner corporation may be elected a director or directors.)

It shall be the duty of the Corporation to provide, through its agents and employees, for the administration, operation, maintenance, repair and replacement of the Common Elements, all exterior doors and all exterior surfaces of the buildings, except windows, sliding glass doors and screens of individual units, whether Common Elements or a part of a unit (unless damage to same is covered by insurance carried by the non-profit corporation), to make reasonable uniform rules and regulations from time to time as well as to perform all other duties expressly or impliedly set forth herein.

The By Laws which govern and control the said Corporation, ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC., are attached hereto and marked Exhibit "A", and by reference made a part hereof.

5. Assessments. The Board of Directors of the Corporation shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief for the Units, Common Elements, and Limited Common Areas, and public liability insurance for the Common Elements, operating expenses, maintenance expense, repairs, utilities, replacement reserve, if any, and reasonable operating reserve for the Common Elements. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. After adoption of a budget, the Corporation shall promptly notify all owners thereof by delivering or mailing notice thereof to the Voting Member representing each Unit at such member's most recent address as shown by the books and records of the Corporation.

The total regular assessment against each Unit (and the interest in Lot A appurtenant thereto) and all members owning an interest in each Unit, shall be as per Exhibit I attached hereto. The sum as indicated in Exhibit I, per unit, is payable in advance to the Corporation on the first day of each month regardless of whether or not members are sent or actually receive a written notice thereof, the first payment to be made on the first day of the month succeeding the date of the unit deed.

In addition, the Corporation shall have the power to levy special assessments against each Unit, if necessary, to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein.

The record owners of each Unit shall be personally liable, jointly and severally, to the Corporation for the payment of all assessments, and/or dues, regular or special, made by the Corporation and for all costs of collection of delinquent assessments and/or dues. In the event assessments and/or dues against a Unit are not paid within sixty (60) days after their due date, the Corporation may elect to declare all past due installments of maintenance and/or dues and all installments to become due during the remainder of such fiscal year then due and payable in full, as if such aggregate sum had originally been stipulated to so become due and payable in full, and the corporation shall have the right to foreclose its lien for such assessments and/or dues.

Assessments and/or dues that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten per cent (10%) per annum until paid.

The Association shall have a lien on each condominium parcel (the term "condominium parcel" shall include a condominium unit, its appurtenances, and the interest in the common elements) for any unpaid assessments and/or dues and interest thereon which has been assessed against the unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the public records of Volusia County, Florida, (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall be signed and verified by an officer or agent of the Association. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Volusia County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as they deem necessary to secure compliance with the terms of this Declaration, the

the Articles of Incorporation, the By Laws or the Regulations adopted pursuant thereto as they may be amended from time to time, or to collect assessments and/or dues by legal action or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the Association. The prevailing party shall be entitled to recover all costs of the proceeding including reasonable attorneys' fees, for filing any action or suit enforcing and foreclosing a lien or otherwise, and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a credit against said bid all sums due the Association which are covered by the lien enforced.

As to priority between the lien of a recorded mortgage and the lien for any assessment and/or dues, the lien for an assessment and/or dues shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida. Upon recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments and/or dues payable prior to such recordation shall be deemed abolished, but the lien for assessments and/or dues due and payable after the recordation of said Certificate shall not be impaired and shall be effective as to the grantee of such Certificate of Title.

Any person who acquires an interest in a Unit, except through foreclosure of "an institutional first mortgage", shall be personally liable and jointly and severally liable with the grantor, for all unpaid assessments and/or dues up to the time of the transfer of ownership. In the event a member exercises his rights of first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments and/or dues against the Unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferror.

Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by a corporate officer regarding assessments and/or dues against Units which have already been made and which are due and payable to the Corporation and the Corporation and the members shall be bound thereby. No action or suit shall be brought to enforce by foreclosure any lien arising under this Declaration after two (2) years from the due date of any assessment therefor.

The Corporation may at any time require owners to maintain a minimum balance on deposit with the Corporation to cover future assessments. Said deposits shall be uniform for all Units and shall in no event exceed twelve (12) months' assessment.

Anything in this Declaration, or the exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and exhibits (except such provisions, at the sole option of the Developer, it desires to rely upon and/or enforce) attached hereto shall not become applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned until actual management of the condominium project is delivered and turned over by the Developer to the non-profit corporation mentioned hereinabove which shall be when the Certificate of Completion by the Architect has been issued and when the Developer has titled out to individual purchasers 100% of the condominium parcels. Until a turnover is perfected as set out above, the Developer, through a managing agent, shall retain management of the condominium project, and in so doing shall collect all assessments and/or dues, the same being payable to the Developer, or to such designated managing agent, during this interim. Developer hereby guarantees that the monthly maintenance fees and/or dues while it is managing the development shall be per Exhibit I per apartment unit. Also, during this interim the Developer will not be liable for any accounting of any nature concerning these maintenance funds or their use or application and may use any portion of the same for capital improvements, so long as said improvements are to the condominium project. The Developer shall, during this interim, have a lien on each condominium parcel for any unpaid assessments and interest thereon, against the unit owner and condominium parcel and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

Upon turning over the management of the condominium project to the owners through their Association, the Developer shall call a meeting of the management corporation and all unit owners, and at such meeting a formal transfer of the management of the condominium project to the management corporation shall be made, and the Developer shall deposit with the Association a sum equal to two months' assessments against 101 units in cash or prepaid deposits and shall then automatically be released of any and all types of liability to the individual owners or their Association.

In addition, simultaneously with turnover of the management of the condominium project to the owners through their Association, or prior thereto at the Developer's option, the Developer shall deliver, and the Association accept delivery of, a General Warranty Deed to Unit No. (501),

ph.d. real 105,

and in consideration therefor, the Association shall assume and agree to pay a mortgage on said Unit 105 in the amount of \$26,910.00 amortized in monthly payments over 25 years with interest at 7 1/2% per annum.

Unit No. 105 shall be conveyed by the Developer to ADMIRALTY CLUB CONDOMINIUM ASSOCIATION, INC., such conveyance to be made at the time 100% of the condominium parcels have been titled out to individual purchasers.

6. Sale of Units. Prior to the sale of any interest in a unit, its appurtenances, and Lot A to any person, the owner of said unit shall notify the Board of Directors of the Corporation, in writing, of the name and address of the person to whom the proposed sale is to be made, and such other information as may be required by the Board of Directors of the Corporation. Within five (5) days, any one of three members of the Board of Directors, appointed specifically for the purpose by the president of the Corporation, shall either approve or disapprove of a proposed sale, in writing, and shall notify the owner of his decision. In the event the committee fails to act or disapproves of a proposed sale and if the member still desires to so transfer, he shall, thirty (30) days before such transfer, give written notice to the Secretary of the Corporation of his intention to sell on a certain date, and the bona fide price and other terms thereof, and the Corporation, through one of its officers, shall promptly notify the members of the date, price and terms. Members shall have the first right over nonmembers to accept such sale at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the Corporation in writing of acceptance at least ten (10) days before the date of the intended transfer, which information the Corporation shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a Unit horizontally contiguous to the Unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses, and nothing hereinabove shall be construed as precluding a group of members from purchasing a Unit.

In the event the member giving notice receives no written notice from any member accepting his price and terms of the proposed sale on or before ten (10) days before the day given in the notice as the day of the transfer, then that member may complete the sale within a reasonable time of

the day and at the price or terms given in his notice, but at no other price or terms without repeating the procedure outlined above. In the event a member makes a sale without first complying with the terms hereof, any other member shall have the right to redeem from the grantee, subject to termination, according to the provisions hereof. The member's or members' redemption rights shall be exercised by the member or members reimbursing the grantee for the monies expended and immediately after such reimbursement said grantee shall convey all of his right, title and interest to the member or members making the redemption.

An affidavit by the Secretary of the Corporation stating that the sale of the Unit, its appurtenances, and interest in Lot A to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Corporation stating that the Board of Directors was given proper notice on a certain date of a proposed sale, and that the approval committee disapproved or failed to act on such proposed sale, and that thereafter all provisions hereof which constitute conditions precedent to a subsequent sale of a Unit, its appurtenances, and Lot A interest have been complied with and that the sale of a Unit, its appurtenances, and Lot A interest to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining status of those persons' title to the Unit, its appurtenances, and Lot A interest transferred. Such affidavit shall not be evidence of the fact that the subsequent transfer to such persons was made at the price, terms and date stated in the notice given to the Secretary, but one hundred fifty (150) days after date of the notice to the Board of Directors as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

Notwithstanding anything to the contrary herein, the provisions of this section shall in no way be construed as affecting the rights of an institutional first mortgagee with a recorded institutional first mortgage on any Unit, its appurtenances, and interest in Lot A, in that the redemption rights as set forth herein shall remain subordinate to any such institutional first mortgage.

Notwithstanding anything to the contrary herein, the provisions of the entire section 6 shall not be applicable to purchases at foreclosure or other

judicial sales, to transfer to or from "institutional first mortgagees", transfers from or to the Developer, nor corporate grantee of all property in this condominium, which said grantee shall be considered as Developer as hereinabove set out; nor transfers wherein an officer of the development corporation acts as agent, or if said Corporation shall be legally dissolved, wherein any one of the developers or a member of the last Board of Directors, their administrators or assigns, is acting as agent. The developer and institutional first mortgagees shall have the right to transact any business that may be necessary to consummate sales of condominium parcels, including but not limited to, the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium parcels, have employees in and offices, models, and utility building, and other Common Elements; and use the common elements, and to show units. Sales office furnishings, the furniture and furnishings in the model unit, signs, and items pertaining to sales, shall not be considered common elements and shall remain the property of the Developer. Further the Developer and its employees shall have the right to exclusive possession of any sales office until such time as all condominium parcels have been sold.

The provisions of this section 6 shall not apply to transfers by a unit owner to any member of his immediate family (viz. spouse, children or parents).

Any owner of a Unit may not transfer his interest in said Unit to a purchaser without simultaneously transferring his undivided interest in the Common Elements and Limited Common Area to said purchaser.

The purpose of the covenants in this section is to maintain a congenial residential community, and this covenant shall exist until this Declaration is modified or until the condominium project is terminated as hereinafter provided. *See additions dated March 31, 1969*

7. Obligations of Members. Every owner of an interest in one of the units shall (in addition to other obligations and duties set out herein):

- (a) Promptly pay the assessments levied by the Corporation.
- (b) Maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, and floors, the windows,

sliding glass doors, and screens of individual units), whether or not part of the unit or Common Elements or Limited Common Areas, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. Said Unit shall be maintained in accordance with this Declaration and exhibits hereto, except for changes and alterations approved in writing by the Corporation.

(c) Not use or permit the use of his Unit for any purpose other than as a single family residence and maintain his Unit in a clean and sanitary manner. Nothing in this clause shall be construed to prohibit the leasing of any Unit, except for the purposes aforesaid, said leasing, however, shall be limited to a term of not less than ~~two months.~~ SIX months

(d) Not make or cause to be made any structural addition or changes or alteration to his Unit or to the Common Elements or Limited Common Areas without prior written consent of the president of the developer Corporation (or a majority of the ownermembers of the nonprofit Corporation, if management of the condominium has been turned over to it.)

(e) Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or Limited Common Areas or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or in or on the Common Elements or Limited Common Areas.

(f) Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of Units and Common Elements and Limited Common Areas which may be adopted from time to time by the Board of Directors of the corporation, and to see that all persons using owner's property by, through, or under him do likewise.

(g) Allow the Board of Directors or the agents and employees of the Corporation to enter any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within Units or the Common Elements or Limited Common Areas, to determine compliance with these Restrictions, Reservations, Covenants, Conditions and Easements and the Bylaws of the Corporation.

(h) Show no sign, advertisement or notice of any type on the Common Elements, Limited Common Areas, or his Unit and erect no exterior antennas and aërials except as provided under uniform regulations promulgated by the Corporation. This subparagraph (h) shall not apply to the Developer and/or institutional first mortgagees.

(i) Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the owners of the Unit, whereas the corporation shall pay for and be responsible for repairs and electrical wiring within the Common Elements and Limited Common Areas, except, however, any plumbing and electrical repairs, whether within a Unit or Common Element or Limited Common Area, made necessary by any act of an owner, shall be paid for by and be the financial responsibility of such owner.

8. Enforcement of Maintenance. In the event owners of a unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the Corporation or any owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Corporation shall have the right to levy at any time a special assessment against the owners of the Unit and the Unit for the necessary sums to put the improvements within the Unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Corporation shall have the right to have its employees and agents enter the Unit at any time to do such work as deemed necessary by the Board of Directors of the Corporation to enforce compliance with the provisions hereof.

The Board of Directors of the Corporation may enter into a contract

with any firm, person or corporation for the maintenance and repair of the Condominium Elements and may join with other condominium corporations on contracting with the same firm, person, or corporation for maintenance and repair.

The Corporation shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio, balcony or any exterior surface, etc., at any time without the written consent of the Corporation.

In the event the Corporation fails to maintain the common property in accordance with its obligations hereunder, any owner of any interest in any unit, or institutional first mortgagee of a Unit, shall have the right to seek specific performance in a court of equity to compel the Corporation to do so, or, in the event of any emergency repairs needed to utilities, walls, etc., the owner of an interest in any Unit may give the Corporation twenty four (24) hours' notice to repair same, and if it is not done, said owner may proceed to contract in his own name to make such repairs and the Corporation shall be obligated to reimburse said owner for the reasonable value of the repairs which were necessary and for which the Corporation has financial responsibility.

9. Destruction of Improvements and Insurance. The Corporation shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements erected within a condominium, for eighty (80%) per cent of the full replacement value and the premium for such coverage and all other insurance deemed desirable by the Corporation, shall be assessed against the owners of such Unit as a part of the annual assessment. The Corporation shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year. On the basis of said survey, the Corporation shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure replacement or repair to damaged improvements as hereinabove set forth. The original policy shall be held by the Corporation, with institutional first mortgagees to be named in the policy as their interest may appear, and certification of insurance shall be furnished to them.

In the event a loss occurs to any improvement within any of the Units alone, or within improvements in the Limited Common Areas, or in the event that a loss occurs to improvements within the contiguous Common