

D. Nuisances. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to the resident or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the common elements that will increase the cost of insurance upon the condominium property. The term nuisance as used herein shall be as determined by the Board of Directors.

E. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

F. Restrictions on Pets. No animals or pets of any kind shall be kept in any unit or on any property of the Condominium, unless specifically approved by the Board of Directors.

G. Vehicle Parking. The parking of all vehicles shall be in compliance with the rules and regulations adopted by the Board of Directors from time to time.

H. Unit Access. Each Owner agrees to allow the Board of Directors, or agents or employees of the Association, to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of the declaration and the by-laws of the association.

I. Unattended Social Guests are permitted a cumulative maximum of thirty (30) day limit of overnight occupancy each calendar year.

ARTICLE XIV

COMPLIANCE OF DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws, and the Regulations adopted pursuant to those instruments, and all of such as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following; relief in addition to the remedies provided by the Condominium Act.

A. Negligence. 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 guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by the use, misuse, occupancy, or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit Owner.

B. Costs and Attorney's Fees. In any proceedings arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended to 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.

C. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws or the Regulations, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XV

AMENDMENTS

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A Resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than fifty-one percent (51%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members of the Association present and voting at a duly called meeting at which a quorum is represented in person or by proxy; or

2. Not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

C. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner not against any Unit or class or group of Units, unless the Unit