

PROPOSED AMENDMENTS TO THE  
AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM

NOTE: WORDS BEING ADDED ARE UNDERLINED AND WORDS BEING REMOVED ARE ~~STRUCK THROUGH~~.

*DECLARATION AMENDMENTS:*

10.2. By the UNIT OWNER. Each UNIT OWNER shall operate, maintain, repair and replace, at the UNIT OWNER's expense.

10.2.1. All portions of the UNIT except the portions to be maintained, repaired and replaced by the ASSOCIATION. Included within the responsibility of the UNIT OWNER shall be windows, screens, sliding glass doors, and exterior doors including the garage doors on the exterior of his or her UNIT or the LIMITED COMMON ELEMENTS of his or her UNIT, and framing for same. Also included within the responsibility of the UNIT OWNERS shall be the maintenance and painting of all exterior doors including the garage door, the walls within a UNIT OWNER's screened or enclosed porch, patio or balcony, which shall be painted the same color as the outside exterior building walls. All such maintenance, repairs and replacements shall be done without disturbing the rights of other UNIT OWNERS.

10.2.3. Within the UNIT OWNER's UNIT, all cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the UNIT, as well as all personal property of the UNIT OWNER. The UNIT OWNER is also responsible to maintain, repair and replace all water lines, fixtures and their connections beginning at and including the incoming water shut-off valve. The UNIT OWNER is also responsible to maintain, repair and replace all wiring in the UNIT including the electrical panel and breakers.

All property to be maintained, repaired and/or replaced by a UNIT OWNER shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the CONDOMINIUM, so as to preserve a well-kept appearance throughout the CONDOMINIUM, and no such maintenance, repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the CONDOMINIUM from its original appearance or condition without the prior written consent of the ASSOCIATION. All property to be maintained, repaired and/or replaced by a UNIT OWNER which is inside of the UNIT OWNER's UNIT and which does not affect the exterior appearance of the CONDOMINIUM shall be maintained at all times in a condition which does not and will not adversely affect any other UNIT OWNER, or any other portion of the CONDOMINIUM PROPERTY.



19. SALE, TRANSFER, LEASING AND OCCUPANCY OF UNITS. In order to maintain a community of congenial and financially responsible UNIT OWNERS and occupants, and to protect the value of the UNITS within the CONDOMINIUM, the sale, transfer, leasing and occupancy of UNITS shall be subject to the following provisions: (Note: the terms "lease" "leasing", "lessee", "tenant" and all derivatives thereof shall include any type of occupancy for which the UNIT OWNER or anyone on behalf of the UNIT OWNER receives or will receive any type of consideration including but not limited to occupancy pursuant to a license. These provisions shall apply to all persons intending to own or occupy a UNIT that were not approved as part of the original application.

*\*\*Sections 19.1 through 19.7 remain unchanged\*\**

19.8. UNITS Owned or Leased by a Corporation or Other Entity or Unrelated Persons. If a UNIT OWNER intends to sell, transfer or lease his or her UNIT to a corporation or other entity, or to two (2) or more persons who are not members of the same immediate FAMILY, or if a UNIT OWNER acquiring title to a UNIT by devise, bequest, inheritance, or any involuntary manner is a corporation or other entity, or two (2) or more persons who are not members of the same immediate family, the ASSOCIATION's approval of same shall be conditioned upon designation by the UNIT OWNER of not more than one (1) natural person to be the "primary occupant." A Primary Occupant must be an officer or director of a corporate owner, a managing member of an LLC owner, a partner of partnership owner, a beneficiary or trustee of a trust owner or a record title owner of the UNIT. The use of the UNIT by other persons shall be as if the primary occupant were the only actual UNIT OWNER. Any subsequent change in the primary occupant shall be treated as a transfer of ownership by sale or gift. No more than one such change will be approved in any twelve (12) month period. ~~may be conditioned upon the approval of one or more particular occupant(s) for the UNIT, and if the ASSOCIATION's approval is so conditioned, the approved occupant(s) shall be deemed the UNIT OWNER(S) of the UNIT for purposes of this Paragraph 19, and no other person will be entitled to occupy the UNIT in the absence of such approved occupant(s) without the approval of the ASSOCIATION, except as otherwise provided in this Paragraph 19.~~

19.8.1. Designation of Primary Occupant. If any UNIT OWNER fails to designate a primary occupant when required to do so, the Board of Directors may make the initial designation for the UNIT OWNER and shall notify the UNIT OWNER in writing of its action.