

11. Use Restrictions. The use of the Condominium Property shall be in accordance with the following restrictions which shall be applicable to and shall be covenants running with the land of the Condominium.

11.1 Lawful Use. The Units may be used for any lawful purpose, unless prohibited by the provision of this Section 13 or the other terms of this Declaration. The Units shall not in any event be utilized for:

(a) Any use prohibited by any valid restriction encumbering the Condominium Property or the Units; and

(b) Any use which would increase the rate of fire or other insurance on the Condominium Property unless with the prior written consent of the Association and the agreement of the Unit Owner to pay for any increase in such insurance resulting from such Owner's use. The Association may require from such Owner adequate surety to guarantee the collection of such additional insurance cost from such Owner.

11.2 Nuisances. No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of nuisances to occupants or which interferes with the peaceful possession and proper use of the Condominium Property by its occupants. All parts of the Condominium Property 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.

11.3 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which shall require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

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11.4 Exterior Appearance. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly material. Nothing shall be hung or displayed on the outside walls of the Condominium Building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board of Administration unless expressly provided for herein. Nothing shall be affixed to glass windows, glass doors or any other transparent aperture nor shall the color or appearance of such items be changed.

11.5 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Administration of the Association; provided, however, that the right of all Owners to use their Unit for all lawful purposes not prohibited by this Declaration may not be affected without an amendment to this Declaration joined in by all Owners.

12. Sale, Lease, Sublease of Units.

12.1 Association's Right of First Refusal. No Owner (and where the provisions of this Section refer to a lease or sublease, the term "Owner" herein shall be deemed to mean the lessor under a lease or sublessee under a sublease) shall sell, lease or sublease a Unit as opposed to mortgaging the same to an Institutional Mortgagee, without first affording to the Association the prior right to purchase or lease or sublease the Unit on the same terms and conditions as the Owner of such Unit has received for the purchase or lease or sublease of the Unit in a bona fide offer (an "Offer") in writing, binding upon the offeror and: (i) containing all of the pertinent terms and conditions of the sale, lease or sublease, (ii) prohibiting assignment by the offeror, (iii) providing for a closing not less than sixty (60) days nor more than six (6) months from the date of the contract, and (iv) accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price or fifteen percent (15%) of the annual rental, as the case may be. Upon receipt of an Offer from a party, an Owner desiring to accept the Offer shall notify the Association in writing by certified mail, shall state in such notice the name, address, business, occupation or employment of the offeror, and shall enclose an executed copy of the Offer.

12.2 Exercise of Right of First Refusal.

(a) Promptly after receiving notice from an Owner of an Offer, the Association shall deliver a copy to the office in the Condominium of each Owner. Any such Owner desiring to be named the assignee of the Association with respect to such Offer shall, within five (5) days after receipt of a copy of the Offer, deliver written notice thereto that he is ready, willing and able to enter into a lease or sublease or contract for the purchase of the Unit in accordance with and pursuant to all of the terms and conditions of the Offer.

(b) If there is more than one owner who have given the required written notice to the Association, then the Owner to be designated as the assignee shall be determined by lottery. Notwithstanding the foregoing, the Association shall have the right not to designate as its assignee an Owner who has previously been designated as assignee for the purpose of leasing or subleasing or purchasing a Unit in accordance with the provisions of this Section.

(c) In the event no Owner gives the required written notice, the Association may designate a third party as its assignee or may itself exercise its right and shall, within twenty (20) days from receipt by the Association of a copy of the Offer, mail by certified mail written notice to such effect, including, if applicable, the name and address of the assignee, to the Owner of the Unit that is the subject of the Offer. The assignee or the Association shall thereupon proceed forthwith to execute the sublease, lease or contract to purchase, and shall consummate the latter all on the same terms and conditions as contained in the Offer. In the event the assignee or the Association has not, within thirty (30) days after the Association has received notice from an Owner of an Offer, notified the Owner of its intention to exercise its right to purchase or lease or sublease the Unit, such Owner shall be free to consummate such sale, lease or sublease with his offeror in accordance with the terms of the Offer.

(d) In the event the Association has decided to exercise for itself the right to purchase, lease or sublease a Unit for which it has the right of first refusal, the Association must first obtain the approval of a majority of the votes in the Association. After such approval has been obtained, the acquisition of the Unit may be made from the working capital and operating income of the Association, or, in the event such funds are insufficient, the Board may levy an assessment, as a Common Expense, against all Owners of Condominium Units, which assessment shall be enforceable in the same manner as provided below. In addition, the Association may borrow money to finance the acquisition of such Unit, provided that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit being acquired by the Association.

(4) All incidental damage caused to a Condominium Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of Section 9.

(5) The Association may, at its option, undertake certain obligations of maintenance, cleaning, repair and replacement for Unit Owners at their request or at the request of a majority of those charged with the obligation being assumed by the Association and shall charge such Unit Owners for their fair share of the same by Special Assessment. Without limiting the generality of the foregoing, the Association may, for example, assume the obligation of cleaning the Limited Common Elements and/or the individual Units, and may also assume the obligation of maintaining and repairing the interior of Units. Any request to the Association hereunder shall be in writing and executed by the Unit Owners requesting same. With respect to Limited Common Elements, if the majority of Unit Owners charged with an obligation of cleaning, maintenance, repair or replacement hereunder, request the Association to assume such obligation, all Unit Owners charged with such obligation shall be bound by such request and shall be charged for same by Special Assessment. Nothing herein contained shall be construed to require the Association to assume any such obligation or, having assumed it, to continue with same, provided, however, that the Association shall give Unit Owners affected at least thirty (30) days prior notice of its election not to continue such cleaning, maintenance, repair or replacement for such Unit Owners.

(b) By the Condominium Unit Owner. The responsibility of the Condominium Unit Owner for maintenance, cleaning, repair and replacement shall be as follows:

(1) To maintain, repair and replace at its sole and personal expense the interior side of all entrance doors, all other doors within a Unit, windows, glass, electrical panels, electric wiring, electric outlets and fixtures and plumbing fixtures and connections within a Unit or belonging to a Unit Owner, interior surfaces of all walls, floors and ceilings and all other portions of its Condominium Unit, except the portions specifically to be maintained, repaired and replaced by the Association under Sections 9.1(a)(1), (2), (3) and (4). Additionally, the Unit Owner shall be responsible for the general cleaning and housekeeping of its Unit and the Limited Common Elements assigned to its Unit, either alone or together with other Unit Owners. All maintenance, repairs and replacements to be done by a Unit Owner shall be done without disturbing the rights of other Condominium Unit Owners.

(2) To refrain from enclosing painting or otherwise decorating or changing in any way the appearance of any portions of the Limited Common Elements appurtenant to his Unit or of the exterior of any door abutting Common Elements, without the express written consent of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

7.2 Alteration and Improvement. Alteration and improvement of the Condominium Property and restrictions thereon shall be as follows:

(a) By the Unit Owner.

(1) No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Board of Administration. A Unit Owner shall request approval of a proposed addition, alteration or improvement to his Unit in writing and shall submit with such request, the plans therefor to the Board of Administration.

(2) Except as expressly set forth herein or elsewhere in this Declaration no Unit Owner may alter or add to the Common Elements, including the Limited Common Elements assigned to his Unit. Notwithstanding the foregoing,

(i) Upon the approval of the Board of Administration after plans and specifications for same are submitted to it, and subject to such reasonable regulation as may be established by the Association, a Unit Owner may combine two or more Units owned by him, or restore to their original boundaries two or more Units previously combined;

(ii) a Unit Owner to whom the exclusive use of a Limited Common Element is assigned may alter or improve such Limited Common Element upon approval of the plans and specifications for such alteration or improvement by the Board of Administration; and

(iii) the Board of Administration may undertake the alteration or improvement of a Limited Common Element assigned to the use of more than one Unit at the expense of the Unit Owners requesting such alteration or improvement and in accordance with the plans and specifications submitted to the Association by the Unit Owners to be charged for such alteration or improvement provided such alteration or improvement in accordance with such plans is approved by the Board of Administration and by 100% of the Unit Owners having use of such Limited Common Element (regardless of whether a lesser number of Owners are willing to pay for the entire cost). The Board of Administration shall levy a Special Assessment against all Unit Owners to be charged for such alteration or improvement for the costs of same plus any costs incurred by the Association arising from such improvement or alteration, including the cost of repairing damage to any Unit. Nothing herein shall imply that the Association need obtain the consent of any Unit Owner in connection with repairs, maintenance or replacement of the Limited Common Elements if such are determined by the Association to be necessary, and the cost of such normal repairs, maintenance or replacement shall be charged to Unit Owners in the manner elsewhere provided in this Declaration.

(3) All additions, alterations and improvements by the Unit Owners shall be made at their sole expense in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. A Unit Owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association, and all other Unit Owners harmless from any cost, expense or damage resulting therefrom.

(b) By the Association. The Association shall not make any alteration of, addition to or expansion of the Common Elements the estimated cost of which exceeds Twenty Thousand Dollars (\$20,000.00) unless the plans and expenditure for it are first approved at a duly called meeting by a

majority of all Unit Owners entitled to vote in the Association. Nothing in this Section shall bar the Association from making, without a vote of the membership, reasonably required repairs, replacements or refurbishments of existing Common Elements the cost of which exceeds the foregoing sum.

(c) Combined Units. In each event where Units are physically combined, all assessments, voting rights and the share in the Common Elements shall be determined as if such Units were as originally designated on the exhibits attached to this Declaration. Therefore, notwithstanding the fact that several Units are used as one, it is the intent and purpose that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been combined.

7.3 Management Agreement The Board of Directors