

an condition immediately before the loss; in the case of substantial damage the services of a registered architect shall be engaged relative to such repairs.

F. Deficiencies

In the event the insurance proceeds are insufficient to pay the trustee's fees and expenses and to make needed repairs and the Association is obligated to make such repairs, the Board of Administrators shall assess each owner his prorated share of such deficiency, with all funds so collected to be deposited with and disbursed by the insurance trustee the same as if they were insurance proceeds.

X. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions so long as the condominium exists upon the land:

A. Apartments

Each of the apartments shall be occupied by a single family, its servants and guests, as a residence and for no other purpose. Except as reserved to developer, no apartment may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

B. Common Elements

The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments. Common walks, stairways, and other common areas shall not be obstructed, littered, defaced or misused in any manner; the balconies, porches, terraces and stairways shall be used only for the purposes intended, and they shall not be used for hanging garments or other objects or for cleaning of rugs or other household items.

C. Pets

Usual household pets in the possession of the original owner at the time of purchase are permitted, subject to reasonable limitations as to their use, restraint and conduct as may be further promulgated by the Board of Administrators from time to time. However, owners will not be permitted to replace pets who have died or otherwise been disposed of, nor to acquire additional pets following their purchase. Tenants will not be permitted to have pets at any time without express approval of the Board of Administrators.

D. Children

No minor under the age of twelve (12) years shall be allowed to remain as a permanent resident in the condominium without the prior written approval of the Board of Administrators. Visitors shall not allow children to play on the stairways, nor shall children under the age of twelve (12) years be allowed in any of the common element areas unaccompanied by an adult.

E. Exterior

No exterior curtain, blind, awning or glass, etc., shall be installed on any porch or balcony without the prior approval of the Board of Administrators. An owner

shall not individually paint or otherwise decorate or change the appearance of any portion of the exterior of his apartment. The installation of any individually owned appliance and any addition to the exterior of the building, including but not limited to radio and television antennae, shall first require the approval of the Board of Administrators. Repairs, screening and screening supports shall be at owner's expense, unless covered by Association insurance policy.

F. Carpeting

All apartments shall have the floors covered with wall-to-wall carpeting, except in bathrooms, kitchens and utility rooms.

G. Alterations

No structural changes or alterations shall be made in any apartment without prior approval of the Board of Administrators, in writing, and the approval of the institutional first mortgagee of the first mortgage, if any, encumbering said unit, and no change shall be made which would adversely affect the structural soundness of the building in which such apartment is located.

H. Nuisances

No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements which will increase the rate of insurance upon the condominium property.

I. Lawful Use

No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor 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 require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

J. Leasing

By use of an approved lease, entire apartments may be rented provided the occupancy is only by the lessee and his family, their servants and guests. No rooms may be rented except as a part of an apartment or to another apartment owner, and no lease will be permitted for less than ninety (90) days.

K. Taxes

Real estate taxes against any apartment and personal property taxes on the furnishings shall be paid separately by the owner when the same become due and payable.

L. Regulations

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administrators of the Associa-