

3. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner which remain unpaid for more than sixty (60) days from the due date for payment thereof.

4. Maintenance and Repair.

4.01 By the Association. The Association shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case expenses shall be charged to such Owner), of all of the Common Area whether located inside or outside of the Units, and whether now existing or hereafter constructed, the cost of which shall be assessed to all Owners as a Common Expense.

4.02 By the Owner. Except for the portions of his Unit required to be maintained, repaired and replaced by the Association, each Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his Unit and the Limited Common Area associated with the Unit, and any part thereof, including but not limited to, any interior walls, finished interior surface of ceiling and floors; kitchen and bathroom fixtures and appliances; those parts of the heating, plumbing, and electrical systems which are wholly contained within his Unit and serve no other Unit. Each Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from his failure to make any of the repairs required to be made by him by this section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board any defects or need for repairs for which the Association is responsible.

5. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following enumerated prohibitions shall not be permitted, and the Association is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator:

5.01 No trailers (including motor homes, "Winnebagoes" or similar vehicles that are used for travel), or discarded, unregistered or junk motor vehicles or parts thereof, or other junk of any kind or nature, shall be kept or stored within the parking areas.

5.02 Any Unit Owner shall be allowed to keep within a Unit any common household pet, such as dogs, cats, fish, birds, and similar small animals that do not present a danger or nuisance to other people in the Condominium. Provided,

however, no more than two (2) common household pets may be kept in a Unit (except that a greater number may be authorized by the Board of Directors), and no pets may be kept that create a nuisance in the way of unreasonable noise or odors.

5.03 No noxious or offensive odors, noises or activities shall be carried on within, or emanate from, any Unit.

5.04 Trash and garbage shall be properly disposed of within designated receptacles.

5.05 Any modification or amendment of these Restrictions or of any rules promulgated by the Board as hereinafter provided in Section 6 shall be subject to the amendment requirements contained in these By-Laws.

6. Rules. Rules concerning the operation and use of the Common Area may be promulgated by the Board of Directors, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these By-Laws. Copies of the Rules shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

7. Right of Access. An Owner shall grant a right of access to his Unit to the Board of Directors or the manager, or to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Area, or for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common Area in his Unit or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.