

Section 2. PHASE TWO LIMITED COMMON ELEMENTS.

In the event Phase Two is constructed, limited common elements similar to the Limited Common Elements described at for Phase One will be allocated to each of the twelve (12) Units in Phase Two.

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MAINTENANCE, REPAIR AND REPLACEMENT

Section 1. COMMON ELEMENTS.

The Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including Limited Common Elements, except any parts which are required by this Declaration to be maintained, repaired or replaced by the Unit Owner. In this regard, each Unit Owner shall be responsible for maintenance, repair and replacement of the garage doors of each of the Unit. Casualty insurance as required for such garage doors, as well as the Limited Common Elements as required by this Declaration, may be obtained and maintained by the Association for the benefit of the particular Unit Owner.

Without limiting the definition of Common Element contained in Article I, Section 5, Common Elements shall include the approximate six foot (6') wooden fence along the west boundary of the land, all asphalt and other pavement, retaining walls on the north side of the land and grass, trees and landscaping.

Section 2. UNITS.

Each Unit Owner shall maintain, repair and replace, at Owner's expense, all portions of Owner's Unit, and the garage doors for the Unit, except the portions thereof to be maintained, repaired or replaced by the Association. Anything to the contrary herein notwithstanding, the Association shall be responsible for painting and staining of the garage doors and snow removal for the Limited Common Element Exterior Parking.

Section 3. LIMITED COMMON ELEMENTS.

Common expenses associated with the maintenance, repair or replacement of all Limited Common Elements will be assessed against the Unit to which the Limited Common Element is assigned where necessitated by the acts or omissions of Owner or Invitees thereof and otherwise by the Association, unless otherwise provided herein.

Section 4. ACCESS.

Any person authorized by the Executive Board shall have the right of access to all portions of the Common Interest Community for the purpose of correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 5. REPAIRS RESULTING FROM NEGLIGENCE.

Each Unit Owner will pay for or reimburse the Association for any damages to any other Unit or to the Common Elements (including Limited Common Elements) caused intentionally or negligently by Owner or Owner's Invitees, or by Owner's failure to properly maintain, repair or make replacements.

VII

SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS

There are no Limited Common Elements to be allocated subsequent to recording of this Declaration, save and except that Limited Common Elements described at V that will be allocated to the twelve (12) Units in Phase Two, should Phase Two be constructed.

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RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Subject to any reserved rights of Declarant, the use, alienation and occupancy of all Units is restricted as follows:

Section 1. SINGLE-FAMILY RESIDENCE

Units shall be used exclusively for single-family residential purposes. (One or more persons occupying a Unit and living as a single housekeeping Unit as distinguished from a group occupying a rooming house, club, fraternity house or hotel).

Section 2. PARKING AND VEHICULAR RESTRICTIONS

No vehicle not in an operating condition shall be parked or left on the property subject to this Declaration. No boats, snowmachines, motorhomes or other recreational or commercial vehicle shall be stored anywhere on the property for any longer than forty-eight (48) hours, except with permission of the Executive Board. This Section shall not be deemed to apply to such items stored within Unit garages.

No vehicle shall be parked for any period of time on the Common Element land which provides access to the garages for the condominium Units or otherwise infringes upon access to Units, except as elsewhere herein provided.

Section 3. NUISANCES

No noxious or offensive activities (including, but not limited to, the repair of automobiles) shall be carried on upon the project. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Unit and its contents, shall be placed in any Unit. No loud noises shall be permitted on the property, and the Executive Board of the Association shall have the right to determine if any noise or activity producing noise constitutes a nuisance. No Unit Owner shall permit or cause anything to be done or kept upon the property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other Unit Owners, nor commit or permit any nuisance on the property, or

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commit or cause any illegal act to be committed thereon. Each Unit Owner shall comply with all of the requirements of the local or State health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.

Section 4. SIGNS

No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, the Units without prior written approval from the Executive Board; provided, however, that the restrictions of this Section shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. Address, identification signs shall be maintained by the Association. The Executive Board may summarily cause all unauthorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the Units as set forth in Article IX, Section 4.

Section 5. HOLD HARMLESS AND INDEMNIFICATION

Each Unit Owner shall be liable to the Association for any damage to the Common Elements or any equipment thereon as well as the Limited Common Elements which may be sustained by reason of the negligence of said Unit Owner or of his guests or invitees, to the extent that any such damage shall not be covered by insurance. Each Unit Owner does further, by the acceptance of a Unit deed, agree to indemnify each and every other Unit Owner, and to hold him, her or it harmless from claims of any person for personal injuries or property damage occurring within his, her or its Unit Owner, unless said injury or damage shall occur by reason of the negligence of any other Unit Owner, and each Unit Owner further agrees to defend, at his, her or its expense, any and all remaining owners who may be sued by any person for a claim for personal injury or property damage alleged to have been sustained within his, her or its Unit.

Section 6. OUTSIDE INSTALLATIONS

No outside pole or antennae shall be erected or maintained without first obtaining the approval of the Executive Board. No wiring or installation of air conditioning or other machine shall be installed on the exterior of the buildings or be

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allowed to protrude through the walls or roofs of the buildings, unless the prior written approval of the Executive Board is secured. No basketball standards or fixed sports apparatus shall be attached to any Unit without the prior written approval of the Executive Board.

Section 7. PET REGULATIONS

No animals, livestock or poultry shall be kept in any residence, except that domestic dogs, cats, fish and birds in inside bird cages may be kept as household pets within the project, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall be deemed to limit the total number of dogs, cats and birds to two (2), and not two (2) each. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Executive Board, a nuisance to any other Unit Owner. Dogs and cats belonging to Unit Owners, occupants or their invitees must be kept on a leash being held by a person capable of controlling the animal. Unit Owners, occupants and licensees shall not allow animals to defecate on common areas, but if it occurs the Unit Owner shall promptly clean up and remove the same. Should any dog or cat belonging to a Unit Owner be found unattended and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Executive Board or a person designated by them to a pound under the jurisdiction of the local municipality in which the property is situated. Furthermore, any Unit Owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the property by an owner or by members of his family, guests, or other invitees.

Section 8. BUSINESS OR COMMERCIAL ACTIVITY.

No business or commercial activity shall be maintained or conducted in any Unit, except that Declarant, or a person designated by the Association as agent of the Association for purposes of managing the property, may maintain management offices and facilities in a Unit or in a temporary structure constructed on the project; provided, however, that professional and administrative occupations may be carried on within the Units so long as there exists no external evidence thereof.

Section 9. TEMPORARY STRUCTURE.

No temporary structure, boat, truck, trailer, camper or recreation vehicle of any kind shall be used as a living area while located on the property; however,

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trailers or temporary structures for use incidental to the initial construction improvements on the property may be maintained thereon, but shall be removed within a reasonable time after completion of construction.

**Section 10. RUBBISH REMOVAL/EXTERIOR FIRES.**

Trash, garbage or other waste shall be disposed of only by depositing same in a garbage disposal or wrapped in a secure package, into a designated trash container or garbage disposal. No Owner of a Unit shall permit or cause any trash or refuse to be disposed of on any portion of the property except designated trash receptacles. No portion of the property shall be used for the storage of building materials, refuse or any other materials other than in connection with approved construction and construction pursuant to Article IX. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles.

**Section 11. LEASE OF UNITS.**

Any Unit Owner may lease a Unit to a third party, but such a lease arrangement must be in writing, be for a term of not less than thirty (30) days, and provide that the failure to comply in all respects with the provisions of the Declaration Bylaws and Rules (if any) shall be a default under the terms of the lease. No owner shall rent or lease less than an entire Unit.

**Section 12. RESTRICTIONS ON ALIENATION.**

A Unit may not be conveyed pursuant to a time-sharing or similar plan. Leasing of Units is restricted in accordance with Section 11 above.

**XI**

**EASEMENTS AND LICENSES**

Declarant, in addition to all other easements reserved herein or reasonably implied from the contents of this Declaration, expressly reserves, for the benefit of itself and Owners in the Common Interest Community, reciprocal non-exclusive easements of use, access, ingress and egress over all the Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of others. Such easements may be used by Declarant's successors, purchasers, and all Unit owners, their guests, tenants and