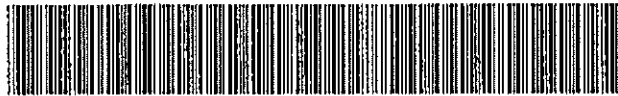




DEED 2006044654



APR 21 2006 12:52 P 52

Nebr Doc Stamp Tax
4-21-06
Date
\$ Ex 4
By [Signature]

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
4/21/2006 12:52:28.10



2006044654

Return to: Scott A. Meyerson, STINSON MORRISON HECKER LLP, 1299 Farnam St., #1501, Omaha, NE 68102

(Above Space Reserved for Register of Deeds)

**Document Title:** Declaration of Condominium for The Gold Coast Condominiums

**Document Date:** April 21, 2006

**Grantor Name:** Gold Coast Condos, LLC

**Grantee Names:** None

**Grantor's Address:** c/o Scott A. Meyerson, Esq.  
Stinson Morrison Hecker LLP  
1299 Farnam St., #1501  
Omaha, Nebraska 68102

City of Omaha, Douglas County, Nebraska

Deed

3 52 / 13

FEE 266.30 FB 11-09441-<sup>-new.</sup>old

BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP [Signature]

DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

DECLARATION OF CONDOMINIUM  
FOR  
THE GOLD COAST CONDOMINIUMS

THIS DECLARATION OF CONDOMINIUM FOR THE GOLD COAST CONDOMINIUMS is made this 21<sup>st</sup> day of April, 2006 by Gold Coast Condos, LLC, a Nebraska limited liability company, (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, pursuant to the terms of the Nebraska Condominium Act (Neb. Rev. Stat. §§ 76-825 to 76-894) in effect as of the date of the recording of this Declaration (the "Act"), Gold Coast Condos, LLC, the owner of the Property legally described in Attachment 1 attached hereto and incorporated herein by this reference (the "Property") does hereby subject the Property to the provisions of the Act.

WHEREAS, Declarant, as the owner of the Property, for the purposes above set forth, does hereby declare said property and all improvements thereon and those to be erected thereon to be a Condominium, hereinafter known as "The Gold Coast Condominiums", under the Act;

WHEREAS, by virtue of the recording of this Declaration, the Property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and the Act and every grantee of any interest in said Property, by acceptance of a deed or other conveyance of such interest, shall own and take subject to the provisions of the Act and this Declaration and shall be deemed to have consented to the terms hereof; and

WHEREAS, in furtherance of the plan of condominium ownership and the purposes and intents thereof, Declarant, hereby makes this Declaration which shall apply to, govern, control and regulate the sale, resale, or other disposition, acquisition, ownership, use and enjoyment of the Property and the Improvements locate thereon, and does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Property herein described and shall be binding on the present owner of the Property and all its successors and assigns and all subsequent owners of the Property and Improvements constructed or to be constructed thereon, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, Declarant, as the owner of the Property above described, for the purposes above set forth, does hereby declare said Property and all Improvements thereon and those to be erected thereon to be The Gold Coast Condominiums and further declares and provides as follows:

1. DEFINITIONS.

1.1. The following terms, as used herein or elsewhere in any condominium documents relating to The Gold Coast Condominiums, unless otherwise specifically provided, shall have the meaning set forth below:

a. Act – The Nebraska Condominium Act (Neb. Rev. Stat. §§ 76-825 to 76-894) in effect as of the date of the recording of this Declaration.

b. Articles of Incorporation – The Articles of Incorporation of the Association, as they exist from time to time.

c. Association – The Gold Coast Condominium Association, a Nebraska not-for-profit corporation, formed, or to be formed, prior to the date of first conveyance of a Unit.

d. Board – shall mean the Board of Directors of the Association, the members of which shall be elected from time to time as provided in this Declaration, the Bylaws and the Articles of Incorporation. The Board shall be the governing body of the Association.

e. Building – All structures built, or to be built, on the Property containing twelve (12) Units.

f. Bylaws – The Bylaws of the Association as may be adopted and amended from time to time.

g. Common Elements – All portions of the Property, except for the Units.

h. Common Expenses – Expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

i. Condominium – The condominium created by this Declaration, known as The Gold Coast Condominiums.

j. Declarant – Gold Coast Condos, LLC, or any person, firm or corporation to whom Gold Coast Condos, LLC transfers its rights hereunder prior to the time when all Units in the Condominium have been sold.

k. Declaration – This instrument (including all attachments hereto) and any amendments hereto which may be recorded from time to time.

l. Eligible Mortgage Holder – Each holder, insurer or guarantor of a duly recorded first mortgage or deed of trust on any Unit which has made written request to the Board for notice of all matters of which such holders, insurers or guarantors are entitled pursuant to the provisions of this Declaration, the Act or the Bylaws.

m. Improvement Guidelines – The design and improvement guidelines and standards and the review and approval procedures that may be prepared and issued from time to time by the Board pursuant hereto, for the purpose of assisting the Unit Owners and Purchasers in preparing improvement plans for a Unit within the Condominium.

n. Improvements – All buildings, structures, underground installations, slope and grade alterations, lighting, elevators, walkways, gutters, storm drains, drainageways, utilities, driveways, screening walls, walls, exterior doors, windows, window boxes, awnings, stairs, stairwells, balconies, plantings, planted trees and shrubs, sidewalks, poles, flags, signs and all other structures or improvements of every type and kind.

o. Limited Common Elements – Each portion of the Common Elements allocated by this Declaration, the Bylaws or by the Act for the exclusive use of one or more but fewer than all of the Units, including but not limited to: (a) any balconies, and (b) the air conditioning units for each Unit.

p. Managing Agent – The Person, company, or other legal entity who undertakes the duties, responsibilities and obligations of the management of the Association and the Condominium which Managing Agent may be employed for terms no longer than twelve (12) months and may be terminated by a vote of the Board, subject to any outstanding contract rights as might exist.

q. Period of Declarant Control – Such period shall commence with the recording of this Declaration and shall continue until the earlier of: (a) sixty (60) days after conveyance to Unit Owners other than the Declarant of ninety percent (90%) of the total number of Units; (b) two years after the Declarant has ceased to offer Units for sale in the ordinary course of its business; or (c) the date which is the fifth anniversary of the date of the recording of this Declaration.

r. Person – A natural person, partnership, corporation, limited liability company, business trust, estate, or other legal entity capable of holding title to real property; provided, however, that for any kind of trust, "Person" means the beneficiary of the trust rather than the trustee of the trust.

s. Plat and Plans – The drawings attached hereto as Attachment 2 which were prepared by a registered land surveyor and which contain the information required by subsections b and d of Neb. Rev. Stat. §76-846 of the Act, as such drawings may be amended from time to time by amendments thereto.

t. Purchaser – Any Person other than the Declarant or a Person in the business of selling real estate for his own account, who by a voluntary transfer acquires a legal or equitable interest in a Unit, other than as a security interest for an obligation, or as trustee of a deed of trust.

u. Property – The land legally described in Attachment 1 attached hereto, together with all improvements and structures from time to time hereafter located thereon, including all appurtenances thereto and all easements and rights intended for the mutual use, benefit or enjoyment of the Unit Owners.

v. Special Declarant Rights – Rights reserved for the benefit of the Declarant to complete improvements indicated on the Plat and Plans filed with the Declaration; to maintain sales offices, management offices, advertising signs for the Condominium project, and models; to use easements through the Common Elements (including the Limited Common Elements) for the purposes of making improvements within the Condominium; to create or add Common Elements; to relocate the boundaries between any Unit or Units; or to appoint or remove any officer of the Association, or any member of the Board during the Period of Declarant Control.

w. Unit or Condominium Unit – A physical portion of the Condominium designated for separate ownership or occupancy and identified as Units 1 through 12, the boundaries of which are delineated on Attachment 2 hereto and further described in Section 2 below.

x. Unit Owner – The Person or Persons, individually or collectively, having fee simple ownership of a Unit.

1.2. Unless the context otherwise requires, any other terms used in this Declaration shall be assumed to have the meaning attributed to said term in the Act.

2. UNITS.

2.1. The Units shall be legally described as shown on the Plat and Plans attached hereto as Attachment 2. The Condominium consists of twelve (12) Units. Each Unit includes a Percentage of Ownership (as hereinafter defined in Section 3.2) that is appurtenant thereto. The Units are further identified on the Plat and Plans recorded pursuant to the terms of this Declaration and the Act.

2.2. The legal description of each Unit shall set forth the name of the Condominium, the recording data for the Declaration, the county in which the Condominium is located, and the identifying number of the Unit (including the whether the Unit is located at 3828 Cass or 3830 Cass) pursuant to Neb. Rev. Stat. §76-841. Every deed, lease, mortgage or other instrument may legally describe a Unit by such legal description, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

2.3. Each Unit and the Improvements therein shall be used solely for residential purposes, subject to the exceptions set forth in Section 19 hereof and the zoning requirements of the City of Omaha, Nebraska.

2.4. Each Unit Owner shall have exclusive rights to the Limited Common Elements which are allocated for the exclusive use of such Unit Owner.

2.5. The Units and their dimensions are depicted on the Plat and Plans, which are incorporated herein by this reference. Except as otherwise provided herein, and as otherwise set forth in Section 3, which describes the Common Elements, each Unit includes that part of the structure which lies within the following boundaries:

a. Horizontal (Upper and Lower): The Units will be stacked one on top of the other. The upper horizontal boundary of each of the uppermost Units shall be in the horizontal plane (and diagonal plane as is necessary in the case of vaults) of the lowermost unfinished surface of the roof, such that the roof, and all of its support systems (including, but not limited to, the roof trusses), shall not be deemed to be included within the boundaries of the Unit. The lower horizontal boundary of each Unit is the horizontal plane on top of the gypcrete sub-floor. As such, the gypcrete sub-floor, the lumber sub-floor and the floor trusses thereunder shall not be a part of the Unit. The upper horizontal boundary of any Unit which has a Unit above it is the horizontal plane or planes coinciding with the lower most portion of the gypcrete sub-floor, lumber floor joists and trusses as part of the ceiling thereof.

b. Vertical (Perimetrical): The vertical boundary (perimetric) of each Unit is the unfinished interior perimeter wall surfaces of all such walls; provided that where there are windows or doors, the boundary is the exterior surface of such doors and windows when enclosed, and where any such boundary separates one Unit from another Unit, the vertical boundary between such shall be the center line of the walls separating such Units. Repairs and finishes on such walls shall be maintained by the Owner of

each individual Unit. Stud replacement shall be divided equally by Owners of each adjoining Unit unless such repair shall be caused by the negligence of one Unit Owner or its occupants, guests invitees, agents and/or contractors, in which case the cost shall be borne by the negligent Unit Owner.

c. The horizontal and vertical boundaries above identified shall be extended to their intersections with each other.

2.6. Included in the Units are systems, equipment, installations and facilities of such Units which are exclusively used for the benefit of a particular Unit, whether situated within or outside of a particular Unit's boundaries, including, but not limited to the following:

a. All internal walls or partitions which are contained wholly within a Unit shall be deemed part of the Unit;

b. All central and appurtenant installations for services such as electrical, power, light, telephone, gas, hot and cold water and heat (including all ducts, pipes, valves, wires, cables and conduits used in connection therewith or any replacements thereof) which exclusively service a Unit;

c. Fans, vents and exhausts and all piping, ducts and equipment which exclusively service a Unit wherever the same may be located;

d. All exterior windows, doors, shutters, awnings, balconies, and glass windows which exclusively service a Unit;

e. Light fixtures, wiring, risers, electrical feeders, switches, electrical meters exclusively servicing a Unit;

f. Gas meter, gas piping, risers, fittings, valves including any gas system exclusively servicing a Unit;

g. All other facilities or fixtures located within or immediately connected to a Unit which exclusively serve or benefit or are necessary for the existence, maintenance, operation or safety of the particular Unit.

h. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of the walls, floors, or ceilings within the designated boundaries of any Unit are a part of the Unit.

No Unit shall include any piping, wiring, ductwork, machinery, equipment or other materials used exclusively by any other Unit.

### 3. COMMON ELEMENTS; OWNERSHIP; COVENANT AGAINST PARTITION.

3.1. Common Elements. The Common Elements of the Condominium are as follows:

a. The Property upon which the structures containing the Units are located, and such structures themselves, including but not limited to, the foundations, exterior walls, roofs, gutters, downspouts, chutes, chases, flues, ducts, wires, conduits, bearing walls, bearing columns, fire suppression and detection systems, if any, whether situated partially within or outside the boundaries of any Unit, including without limitation all piping, fittings, valves and sprinkler heads, or any other fixtures which lie partially within and partially outside of the designated boundaries of a Unit and which serve more than one Unit and are not otherwise assigned or allocated to any one or more Units as a Limited Common Element.

b. Except as may be shown on the Plat and Plans, the Common Elements shall include, without limitation, each and every stairway, elevator, service or utility areas, canopies, any lobbies, the parking lot and any adjacent public right-of-ways that the Association is responsible for maintaining, including without limiting the generality of the foregoing, trees, shrubs, lawns, pavements, sidewalks, storm and water systems, sewage lines, and all utility installations, and pipes, wire and conduits and connections for television, electricity, light, water and plumbing and other utilities, except those items that are exclusively within or for the benefit of a particular Unit and not used to service any Unit other than that particular Unit.

c. All other appurtenances not herein specifically designated which are not enclosed within the boundaries of an individual Unit as stated in Section 2 above.

3.2. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common equal to the percentage of ownership (hereinafter referred to as the "Percentage of Ownership") allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Attachment 3, as such schedule is amended from time to time by amendment hereto. The Percentages of Ownership have been computed and determined in accordance with the following formula: the Unit's square footage divided by the total square footage of all of the Units in the Condominium. Such Percentages shall remain constant unless hereafter changed as provided in Sections 15 and 16 hereof or in accordance with the provisions of the Act.

3.3. The ownership of each Unit and of the Unit Owner's corresponding Percentage of Ownership in the Common Elements shall not be separated. As long as the Property is subject to the Declaration and the provisions of the Act, the Common Elements shall, except as provided in Neb. Rev. Stat. §76-871(h), remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a Unit as between Co-Unit Owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind. Notwithstanding the above, no Unit may be partitioned or subdivided without the prior approval of at least the holder of any first mortgage or deed of trust lien on such Unit.

#### 4. EASEMENTS.

4.1. Easement to Unit Owners. Except as to the use of any Unit or Limited Common Elements that are assigned and allocated exclusively to any other Unit or Units, perpetual easements are hereby established for all Unit Owners, their families, guests, invitees, and other authorized occupants and visitors of each Unit Owner for the use and enjoyment of all Common Elements, subject to such rules and regulations as may from time to time be established by the Association. Except for the rights of the Declarant herein, no Owner of a Unit shall have any right to access, occupy or use any Limited Common Elements exclusively assigned and allocated to any other Unit(s).

---

4.2. Utility Easements. Easements as shown on the Plat and Plans or as may be hereafter established by the Association are established and dedicated for sewers, electricity, television, water, gas, internet, telephone, irrigation and all other utility purposes, including the right to install, lay, construct, renew, alter, remove, operate, maintain, clean, repair and replace conduits, cables, pipes, wires, transformers, switching apparatus, water mains and pipes, sewer lines, drainage pipes and conduits, television wire and equipment, telephone wire and equipment, and electrical wires and conduits, over, under, along and across any portion of the Common Elements. Each Unit Owner hereby grants to the Board an irrevocable power of attorney to execute, acknowledge, register and record for and in the name of all Unit Owners, such instruments as may be necessary to effectuate the foregoing.

4.3. Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association provided herein, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration. Should it be necessary to enter any Unit to repair a Common Element or Limited Common Element, the employees, agents, contractors, subcontractors, or workmen shall be entitled to entrance during reasonable hours with 24 hours prior notice, unless it is reasonably believed by the Board that an emergency exists which requires such entrance without advanced notice, by exhibiting to the Owner or any person or persons occupying such Unit under authority of such Owner, an order signed by any member of the Board or signed by the Managing Agent.

4.4. Granting of Easements. The Association, acting through the Board, shall have the power to grant rights and restrictions, in the Common Elements or Limited Common Elements, such as the rights to grant utility easements, licenses, or similar rights, including easements for cable television, under, through or over Common Elements or Limited Common Elements, as may be reasonably necessary to or desirable for the ongoing development or operation of the Condominium.

4.5. Easements in Units. To the extent that any utility line, pipe, wire or conduit serving any Unit shall be wholly or partially within the boundaries of another Unit, such other Unit(s) shall be burdened with and hereby is reserved and created an easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such easement to run to the benefit of the Unit or Units served by the same.

4.6. Easement for Improvements. Declarant shall have and does hereby reserve a transferable easement on and over the Common Elements for the purpose of making Improvements contemplated by this Declaration on the Property, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

4.7. Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee, or other person having an interest in any portion of the Property herein described, whether or not such easements are maintained or described in any deed of conveyance.

4.8. Restoration of the Condominium. The benefited party of any easement granted hereunder shall have the duty and obligation to repair and restore the servient portion of the Condominium to the condition which existed prior to the exercise of such easement rights.

5. COVENANTS; RESTRICTIONS.



5.1. Encroachments. In the event that, by reason of construction, settlement or shifting of any building or structure, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Unit it shall be necessary to a Unit Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements, consisting of an unoccupied space within the Property and adjoining his or her Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided however, that in no event shall a valid easement for an encroachment be created in favor of any Unit Owner or in favor of the owners of the Common Elements if such encroachment occurred because of the willful conduct of said Unit owner or the Owners of the Common Elements, as the case may be. In the event any structure is partially or totally destroyed and then rebuilt, minor encroachments of part of the Common Elements because of construction shall be permitted and valid easements for said encroachment and the maintenance thereof shall exist.

5.2 Restrictions.

a. The Units (with the exception of any such Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to single-family residential use including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage requirements. No more than two persons who are not related by birth or marriage shall reside in any one bedroom Unit and no more than three persons who are not related by birth or marriage shall reside in any two bedroom Unit; provided, however, one additional adult or two additional minor children, who are in the immediate family of one of the Unit's occupants, may reside in a Unit on a temporary basis (for purposes of this section, "temporary basis" shall mean no more than three consecutive months). Within thirty (30) days of a Unit becoming owned by other than a natural person, the Unit Owner shall notify the Board in writing of the name of the person or persons (subject to the limitation provided herein) designated by such Owner to occupy its Unit. The non-individual Owner may change any such designee from time to time by similar written notice to the Board. One such designee occupying the Unit must be a bona fide officer, director, stockholder, partner, manager, or employee of such Owner, or, if such owner is a trust, the trustee or beneficiary of such trust.

b. No Unit Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Units are to be maintained in a clean and sanitary condition, and no Unit Owner may place any garbage, trash or rubbish anywhere on the Common Elements or outside his or her Unit other than on such parts of the Common Elements and in such a manner as may be designated for such purpose by the Board. The Association shall have the right to subscribe to a trash service for the use and benefit of the Association and all Owners; and to adopt and promulgate rules and regulation regarding garbage, trash, trash containers and collection. No incinerators shall be kept or maintained in any Unit. All rubbish, trash, and garbage shall be regularly removed from each Unit and shall not be allowed to accumulate therein.

c. No Unit shall be used, occupied or kept in a manner that in any way increases the fire insurance premiums for the property without the prior written permission of the Board, which permission may be withheld at the Board's sole discretion.

d. Except for a single standard placard indicating the Unit address on the door to a Unit, no Owner of any Unit (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in a Unit or any Limited Common Element which is visible from outside a Unit or from the Common Elements, without in each instance having obtained prior written permission of the Board, at the Board's sole discretion. Notwithstanding the foregoing, Unit Owners may display, without obtaining the Board's prior written consent, one (1) "For Sale" or "For Rent" sign, or one (1) political sign, on or in a Unit or any Limited Common Element; provided, however, such sign may not be larger than 4 square feet in size and no political sign may be displayed earlier than thirty (30) days prior to the relevant election and such political sign must be removed within two (2) days following the conclusion of such election. This provision is not intended to prevent the Board from maintaining on the Common Elements a register of Unit occupants, or Owners, or both.

e. No pets or other nonhuman animals shall be raised, bred or kept in any Unit or in the Common Elements unless a Unit Owner obtains the prior written consent of the Board. Notwithstanding the foregoing, an Owner may keep up to three (3) domesticated animals in a Unit without the prior permission of the Board so long as the aggregate weight of such domesticated animals is no more than 75 pounds. Any pets or other nonhuman animals ("Pet") kept by an Owner pursuant to this provision must comply with the following terms and conditions:

1. the Pet shall at all times be orderly, clean, domesticated, trained, inoculated as required by law, licensed with all licensing bodies and shall pose no threat to the health, safety or welfare of other Owners and invitees;
2. the Pet shall be supervised or penned at all times when in, on or around the Building;
3. in the event of an "accident" inside the Building, the Pet's owner shall immediately clean up such "accident" and sanitize the location of the accident, and, if after inspection of the site of the "accident" the Board deems professional cleaning necessary, the Pet's owner shall bear all costs of the same and arrange for the same to be completed within 24 hours;
4. the Pet's owner shall not permit the Pet to cause or create a nuisance or unreasonable disturbance or noise in, on or around the Building;
5. the Pet's owner shall immediately clean any soiling caused by the Pet and repair or replace any and all damage caused by the Pet at his or her sole cost and expense; and
6. the Association shall assume no liability by virtue of permitting a Pet to dwell within the Building and the Pet's owner shall indemnify, defend and hold the Association, its employees and agents, and other Unit Owners, harmless with respect to any loss, claim, suit, threatened suit or liability of any kind or character whatever arising by reason of keeping the Pet in or around the Building.

f. The Board may from time to time promulgate reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then-current rules and regulations and any amendments thereto shall be furnished to all Unit

Owners by the Association promptly after the adoption of such rules and regulations and any amendments thereto.

g. The Owner of a Unit shall be responsible for maintaining such Unit in good order and repair, at the expense of such Unit Owner.

h. The Owner of a Unit shall be responsible for the cleanliness of any Limited Common Element adjacent to and serving such Unit, all at the expense of such Unit Owner.

i. A Unit Owner shall (i) make no penetrations to the walls or roof of his Unit, or (ii) make any modifications to a Unit that violate the relevant building codes. No improper or unlawful use shall be permitted on any part of the Condominium. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulation shall be a violation of this Declaration.

j. A Unit Owner, including but not limited to the Declarant, may sell or lease its Unit at any time and from time to time provided that: (i) all tenancies must be in writing and shall be for a term of not less than twelve (12) months; (ii) each tenant and lease shall be subject to and be bound by all of the covenants, restrictions and conditions set forth in the Condominium Documents; (iii) the Unit Owner shall provide a copy of such lease to the Association no less than thirty (30) days prior to the proposed consummation of the lease; (iv) the Unit Owner shall be obligated to immediately evict such tenant, at such Unit Owner's sole cost and expense, in the event the tenant violates applicable laws, this Declaration, or rules, regulations and restrictions respecting the use and enjoyment of the Units; (v) no Unit may be leased to a level 3 registered sex offender; and (vi) excluding Units owned by the Declarant, no more than three (3) of the Units may be leased or sold to investors (non-resident owners) without the express written consent of the Board, to be determined in the Board's sole and absolute discretion.

k. No television antenna or radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Property, unless (i) contained entirely within the interior of a Unit and not visible from the outside of such Unit, or (ii) on the roof of the Building; provided, however, (a) any such installation on the roof of the Building shall be approved in writing by the Board (to be approved or denied at the Board's sole discretion) and performed by a contractor designated by the Board at the Unit Owner's expense, and (b) the visibility of such installation from the grounds of the Property shall be minimized as much as reasonably possible. No radio or television signals, nor any other form of electromagnetic radiation, shall be permitted to originate from any Unit, which may unreasonably interfere with the reception of television or radio signals within the Condominium; provided, however, that Declarant and the Association shall not be prohibited from installing equipment necessary for the operation of any master antenna, security, cable television, or other similar systems within the Condominium.

l. No vehicles shall be parked on the Common Elements or the Limited Common Elements, other than in parking lot adjacent to the Building. No vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the Property, shall be allowed to be performed on the Property. No vehicles shall be parked or stored on blocks or other such devices within the parking lot or any other portion of the Property. No vehicles shall be parked so as to obstruct the fire lanes, alleys or roadways as may exist within the Condominium or any public right-of-ways adjacent thereto. The Association is expressly authorized to tow away, at an offending owner's expense, any vehicle which is in violation of this Section, or which is placed on the Property in violation of the rules