

IX. PERCENTAGE OF INTEREST OF UNITS IN COMMON ELEMENTS

The percentage of title and interest appurtenant to each unit and the unit owners title and interest in the common elements (both general and limited) of the Property and the proportionate share in the profits and common monthly expenses, as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners (hereinafter usually referred to as "Council") of the Regime, is based on the proportionate value of each unit to the value of the total Property as set forth in Exhibit "E" attached hereto and made a part hereof. The proportionate representation for voting purpose and the percentage of the undivided interest in the common elements (both general and limited) provided in this paragraph and in Exhibit "E" shall not be altered without the acquiescence of the co-owners representing all of the units expressed in an amendment to this Master Deed duly recorded or except as provided in Paragraphs V, VI and VII herein with regard to the amendment of this Master Deed to admit the Phase II units, and if appropriate, the Phase III units into this Regime.

X. RESTRICTIONS

For the purpose of insuring maximum enjoyment of the condominium property by all of the residence owners, the use of the property of the condominium shall be in accordance with the following provisions:

A. The condominium property shall be used only for single family residences, and for furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the residences for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose, except, however, the Association shall allow two or more non-related persons to occupy a unit. Also Sponsor may use one or more units for a sales office and demonstration unit until Sponsor has sold all of its units.

B. No business 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.

C. 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.

D. Entire residences may be rented (the term "rent" shall include lease or sublease) provided the term of the rental or lease agreement shall be no less than one (1) year. No unit owner may lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by the Lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any unit owner to lease his unit.

E. Reasonable regulations concerning the use and occupancy of the condominium (including residences and common areas) and reasonable regulations concerning the prohibition of or limitations on pets may be made and amended from time to time by the Board of Directors. Copies of such regulations and amendments thereto shall be furnished by the Manager or Board of Directors to all the residence owners and residents of the condominiums upon request, and each residence owner, his Lessee and persons living with the residence owner or his Lessee shall comply with such regulations and with the condominium documents.

F. Each residence owner agrees to cause his Lessee and the persons living with him or his Lessee to comply with all condominium regulations and the condominium documents and to be responsible to the manager and Board of Directors.

XI. RESIDENCES

The residence shall be constituted as follows: