

2. No residence owner shall paint or otherwise decorate, or change the appearance of, any portion of the exterior of the residence except as provided in this Declaration or the By-Laws of the Association.

3. No residence owner shall make any alteration or addition to, or service any parts of, or do any work which would jeopardize the safety or soundness of, any portion of the residence contributing to the support of the residence, which supporting portions shall include but not be limited to the outside walls of the residence and any load-bearing walls or columns within or without the residence.

4. No residence owner shall be required or authorized to repair, reconstruct or rebuild all or any part of his residence under any circumstances in which the responsibility for such repair, reconstruction or rebuilding is specifically placed upon the Association under other paragraphs of this Declaration. In the event a residence owner purchases adjoining units (vertical or horizontal), he may combine the same into one residence, provided he first secures the written consent of the Board of Directors which shall not be unreasonably withheld. The Directors may first require the submission of plans, specifications and other data to insure that the structure of the building is not adversely affected and that no other residence owners would be damaged. After said information has been furnished, the Directors shall give written approval, or disapproval, within thirty (30) days. The Directors shall periodically inspect the work and render final approval after all work has been completed, inspected and approved. If said adjoining units are combined, the space where the walls were removed shall cease to be common or limited common area and shall then be the sole responsibility of the owner. Should the owner desire to again separate the units, the same procedure, including Directors approval, shall be required.

5. Notwithstanding anything to the contrary contained in this Declaration, and for the benefit of the residence owners as a group, the Association may, but is not required to, do anything that a residence owner is required to do hereunder (including, without limitation, residence repair and window replacement):

(a) in the discretion of the Manager, in the case of an emergency;

(b) in the discretion of the Board of Directors, in the case of convenience for the Association; and

(c) in the discretion of the Board of Directors, in the case that the residence owner fails to perform his duty.