

door mat, or thing on the exterior of the building, or in any windows (other than appropriate window treatments as provided herein).

However, a standard residential size American flag may be placed on a flag staff attached to the door frame of a Unit or on the patio appurtenant to a Unit and a religious symbol not larger than three inches in width and nine inches in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights that are visible outside the Unit may be displayed within a Unit between Thanksgiving and January 15.

**Section 9.3 Alteration of Units** Subject to the other provisions of the Act and this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

**(a) Alterations to the Interiors of the Units.**

**(i) Changes Affecting Common Elements and Load Bearing Portions of Units.** Except as provided herein, no Owner or occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written Board approval. Except as provided herein, no Owner or occupant shall make any interior modifications to, or place an excessive load on any structural or load bearing portions of a Unit, without first obtaining the prior written Board approval. Such approval shall not be granted unless the Owner has presented to the Board a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit and the Common Elements. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Unit affecting the Common Elements or structure or load bearing portions of a Unit must make application to the Board as described below in order for the Board to make the determination of whether its approval is required.

**(ii) Replacing Carpet with Tile or Hardwood Floors.** No Owner, occupant, or any other person may replace carpeting with tile, marble, vinyl, hardwood floor, or other hard surfaced flooring material, on the interior floor of a Unit which is located immediately above another Unit without first obtaining written approval of the Board. Among other factors, the Board may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units below with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or sub flooring.

**Section 9.4 Required Action by the Board.** Applications for approval of any such architectural modification shall be in writing and shall provide such information as the Board may reasonably require. The Board shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations; provided no decision of the Board shall be arbitrary or capricious. The Association, acting through the Board, shall be entitled to stop any construction that does not conform to the approved plans.

The standard for approval of such improvements shall include, but not be limited to: (a) aesthetic consideration, (b) materials to be used, (c) compliance with the Community-Wide Standard, this Declaration, or the design standards which may be adopted by the Board, if any, (d) harmony with the external design of the existing building, Units and structures, and the location in relation to surrounding structures and topography, and (e) any other matter deemed to be relevant or appropriate by the Board.

If the Board fails to approve or to disapprove such application within 45 days after the application and all information as the Board may reasonably require has been submitted, then the Owner submitting the application may issue written notice, via certified mail, to the Association president informing the president of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within ten days of receipt of the Owner's notice, the approval will not be required and this Section will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this Section are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations of the Association or of any applicable zoning or other laws.

**Section 9.5 Encroachments onto Common Elements.** The Board may permit Owners to make encroachments onto the Common Elements as it deems acceptable. Such permission or approval, if granted, shall be provided in writing to the Owner. If any Owner or occupant makes any other exterior change, alteration, or construction (including landscaping) upon the Common Elements without permission or approval as described in this Article, he or she does so at his or her sole risk and expense. The Board may require that such unapproved change, alteration or construction be removed or that it remain on the Common Elements without reimbursement to the Owner or occupant for any expense he or she may have incurred in making the change, alteration or construction.

**Section 9.6 Condition of Approval.** As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the Board. It is the responsibility of every Owner to determine for himself or herself what architectural modifications have been made to his or her Unit by any predecessor-in-interest. In the discretion of the Board, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

**Section 9.7 Limitation of Liability.** Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and the Board of Directors shall not bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations, and other governmental requirements. Neither the Association, the Board of Directors, nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction or modifications to any Unit, nor may any action be brought against the Association, the Board of Directors, or any member thereof, for any such injury, damage or loss.

## **ARTICLE 10 USE RESTRICTIONS**

Each Owner of a Unit shall be responsible for ensuring that the Owner's family, guests, tenants, and occupants comply with all provisions of the Governing Documents and the rules and regulations of the Association. Furthermore, each Owner and occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests or occupants as a result of such person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests or occupants.