

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
THE SANDS, A CONDOMINIUM, SECTION I**

The Declaration of Condominium of The Sands, A Condominium, Section I has been recorded in the public records of St. Lucie County, Florida at Official Records Book 367, Page 748 et. seq. and amended at OR Book 368, Page 1900 et. seq., OR Book 369, Page 228 et. seq., OR Book 370, Page 2846 et. seq., OR Book 372, Page 2076 et. seq., OR Book 373, Page 2325 et. seq., OR Book 373, Page 2336 et. seq. and OR Book 1977, Page 1313, et. seq. The same Declaration of Condominium is hereby amended as approved by a majority of the Board of Directors at their Board Meeting held on March 7, 2013 and by the membership by vote sufficient for approval at a Members' Meeting held on March 28, 2013.

1. Article XVI is amended to read as follows:

XVI. MAINTENANCE, REPAIRS AND ALTERATIONS

A. Apartment Owners.

3. Except as provided below, no Apartment Owner shall plant, refurbish, stain, alter, decorate, repair, replace or change the Common Elements, or any outside or exterior portion or surfaces of the Condominium Property, including but not limited to the outsides of balconies, doors and windows; place any awnings, screening or hurricane shutters on or in any Apartment; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen door, or other similar item without first obtaining written approval thereof by the Board, which approval the Board may withhold in its sole and absolute discretion. The Board shall not grant any approval contemplated by this Paragraph if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior or interior of any part of the Condominium Property.

For the purpose of protecting the Common Elements and Apartments, all Apartment Owners are required, at their cost and expense, to install, maintain and replace hurricane shutters or other hurricane protection on all windows and sliding glass doors serving his or her Apartment. Specifications about the design, color and style of the hurricane shutters or other hurricane protection have been adopted by the Board of Directors and must be followed. All hurricane protection must be in place prior to April 1, 2014.

(The balance of Article XVI remains unchanged)

2. The foregoing amendment to the Declaration of Condominium of The Sands, A Condominium, Section I was adopted by a majority of the Board of Directors at their Board Meeting held on March 7, 2013 and by the membership by vote sufficient for approval at a Members' Meeting held on March 28, 2013
3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.
4. All provisions of the Declaration of Condominium of The Sands, A Condominium, Section I are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 15th day of APRIL 2013.

WITNESSES AS TO PRESIDENT:

THE SANDS, A CONDOMINIUM,
SECTION I ASSOCIATION, INC.

Jane Duffy
Printed Name: Jane Duffy

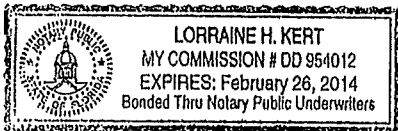
By: Dorette B. Marquette
President

Betty Shepard
Printed Name: BETTY SHEPARD

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on April 15, 2013, by Dorette B. Marquette as President of The Sands, A Condominium, Section I Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Lorraine H. Kert
Notary Public

WITNESSES AS TO SECRETARY:

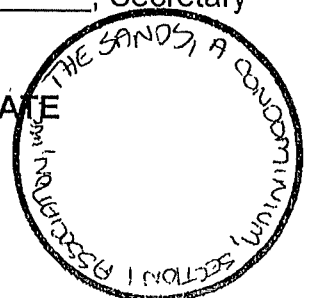
THE SANDS, A CONDOMINIUM,
SECTION I ASSOCIATION, INC.

Lorraine H. Kert
Printed Name: LORRAINE H. KERT

By: Gwen J. Orms
Secretary

Amy Feldman
Printed Name: Amy Feldman

CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on April 15, 2013,
by Juven E. Orman, as Secretary of The Sands, A Condominium,
Section I Association, Inc. [] who is personally known to me, or [] who has produced
identification [Type of Identification: _____].

Notarial Seal



Lorraine H. Kert
Notary Public

Record and Return to:
ELIZABETH P. BONAN, ESQ.
Ross Earle & Bonan, P.A.
Post Office Box 2401
Stuart, Florida 34995

**CERTIFICATE OF AMENDMENT
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DECLARATION OF CONDOMINIUM
OF
THE SANDS, A CONDOMINIUM, SECTION I**

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
1. Article XV is amended to read as follows:

XV. CONVEYANCES, SALES AND MORTGAGES

A. Sale or Lease

3. Lease. No Apartment Owner may lease or rent his Apartment for a term of less than thirty (30) consecutive days. Approval of all leases shall be obtained in the following manner:

(a) Notice to Association. Each and every time an Apartment owner intends to lease or rent his Apartment, he shall give written notice to the Association of such intention, together with the name and address of the intended lessee, the terms of the lease, and such other information as the Association may reasonably require on forms supplied by the Association. The notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association.

Record and Return to: 
ELIZABETH P. BONAN, ESQ.
Ross Earle & Bonan, P.A.
Post Office Box 2401
Stuart, Florida 34995

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2410325 OR BOOK 1977 PAGE 1313
Recorded: 05/26/04 14:19

(b) Association's Consent. Within fifteen (15) days after receipt of notice, the Association shall either approve or disapprove the rental or lease of the Apartment. Failure of the Board to approve or disapprove the rental or lease of the Apartment within the 15 days after the notice is given shall constitute approval of the rental or lease.

Except for the foregoing limitations, an Apartment Owner may lease his Apartment to any responsible adult provided, however, that the Apartment Owner shall be responsible to the Association for the repair or replacement of any property of the Association damaged or destroyed by the Lessee, or guests, invitees, or visitors thereof. Written notice of the rental to said Lessee, together with a listing of all proposed occupants, the names, ages, occupations and permanent address thereof, shall be furnished by the Apartment Owner or its Agent to the Secretary of the Association (or the representative of the Association upon the premises in the absence of the Secretary) no less than 24 hours prior to the time of occupancy by said Lessee.

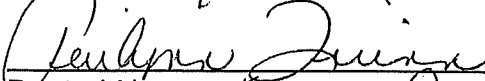
(The balance of Article XV remains unchanged)

2. The foregoing amendment to the Declaration of Condominium of The Sands, A Condominium, Section I was adopted by the membership by a vote sufficient for approval at a Members' Meeting held on February 5, 2004, and reconvened on April 2, 2004.
3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.
4. All provisions of the Declaration of Condominium of The Sands, A Condominium, Section I are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

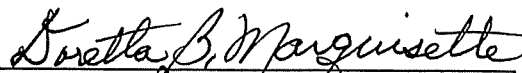
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 13 day of April 2004.

WITNESSES:


Printed Name: Richard Staaver


Printed Name: TERILYN QUINN

THE SANDS, A CONDOMINIUM,
SECTION I ASSOCIATION, INC.

By: 
DORETTA B. MARQUISETTE President

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Terilyn Quinn
Printed Name: Terilyn Quinn

By: *Doris A. Richards*
DORIS A. RICHARDS, Secretary

Jessamine Jussacume
Printed Name: Jessamine Jussacume

**CORPORATE
SEAL**

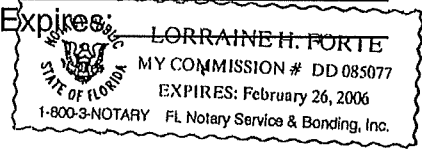
STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on April 13, 2004,
by Doretta Marguisette, as President of _____.
 who is personally known to me, or who has produced identification [Type of
Identification: _____].

Lorraine H. Forte

Notary Public
Printed Name:
Commission Expires:

Notarial Seal



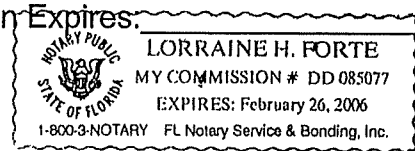
STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on April 13, 2004,
by Doris Richards, as Secretary of _____.
 who is personally known to me, or who has produced identification [Type of
Identification: _____].

Lorraine H. Forte

Notary Public
Printed Name:
Commission Expires:

Notarial Seal



Record and Return to:
ELIZABETH P. BONAN, ESQ.
Ross Earle & Bonan, P.A.
Post Office Box 2401
Stuart, Florida 34995

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levied, then the Association shall separately specify and identify that portion of the annual budget or of the special Assessment attributable to such New Tax, and the portions of such New Tax allocated to an Apartment shall be and constitute a lien upon such Apartment to the same extent as though such New Tax had been separately levied by the taxing authority upon each Apartment at the time of the "Annual Assessments" (as hereinafter defined) following such budget or the levying of such special Assessment.

B. All personal property taxes levied or assessed against personal property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the annual budget of the Association.

XIII. OCCUPANCY AND USE RESTRICTIONS

A. The Apartments shall be used for single-family residences only. No separate part of an Apartment may be rented, and no trade, business, profession or other type of commercial activity may be conducted in any Apartment. Time share estates may not be created with respect to any Units herein.

B. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment or the Common Elements or which will obstruct or interfere with the rights of other Apartment Owners, or the Association. No Apartment Owner shall annoy other Apartment Owners by unreasonable noises or otherwise, nor shall any Apartment Owner commit or permit to be committed any nuisance or immoral or illegal act in his Apartment or on the Common Elements.

C. No Apartment Owner shall display any sign, advertisement or notice of any type on the exterior of his Apartment or on the Common Elements and no Apartment Owner shall erect any exterior antennae or aerials upon his Apartment or the Common Elements.

D. An Apartment Owner shall not keep a pet in his Apartment, unless specifically permitted under the rules and regulations which may be promulgated by the Association from time to time, nor shall an Apartment Owner keep any other animals, livestock or poultry in his Apartment, nor may any of the same be raised, bred, or kept upon the Common Elements or any portion of the Condominium Property. An Apartment Owner shall not be permitted to keep any commercial vehicle, trailer or boat on any portion of the Condominium Property, unless if specifically permitted to do so by the rules and regulations.

E. No clothesline or other similar device shall be allowed on any portion of the Condominium Property.

F. The Association may promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Apartment Owners.

XIV. PARKING SPACES

A. Assignment of Parking Spaces

At the time of the conveyance of an Apartment from the Developer, there shall be assigned to each Apartment Owner the use of one (1) Parking Space. The particular Parking Space so assigned shall be selected by the Developer. The assignment by the Developer to an Apartment Owner of the use of a Parking Space will be made by a written "Assignment of Use of Parking Space" (the "Assignment") in which the particular Parking Space is described. The Assignment will be delivered at the time of delivery of the deed to the Apartment. The Association shall maintain a book (the "Book") for the purpose of recording the current assignee of each Parking Space. Upon assignment of a Parking Space by Developer, the Developer shall cause the Association to record such assignment in the Book, and the Apartment Owner to which such use is assigned shall have the exclusive right to

the use thereof. The Parking Space shall thereupon be appurtenant to said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance of or passing of title to the Apartment to which the use of such Parking Space is appurtenant, the Apartment Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Apartment a new Assignment and record such transfer in the Book. Such Assignment shall be executed by any two (2) officers of the Association and shall describe the assigned Parking Space and the name of the transferee and the transferee's Apartment number.

B. Restrictions on Separate Transfer of Parking Space

1. The use of an assigned Parking Space may be transferred by an Apartment Owner to another Apartment Owner provided that the transferor shall execute a written Assignment of Use of Parking Space which shall describe the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's Apartment number, and furnish a true copy of the same to the Association, which shall record the Assignment in the Book.

2. Notwithstanding any provisions herein contained to the contrary, there shall always be at least one (1) Parking Space appurtenant to each Apartment and no transfer shall be made which shall result in an Apartment having no Parking Space appurtenant thereto.

XV. CONVEYANCES, SALES AND MORTGAGES

In order to assure a community of congenial Apartment Owners and to protect the value of the Apartments, the sale, leasing and mortgaging of Apartments shall be subject to the following provisions:

A. Sale or Lease

No Apartment Owner may convey, transfer or dispose of his Apartment or any interest therein by sale or otherwise (except to the spouse or parents of such Apartment Owner) without approval of the Board, which approval shall be obtained in the following manner:

1. Notice to Association. Each and every time an Apartment Owner intends to make a sale of his Apartment or any interest therein, he (the "Offeror") shall give written notice to the Association of such intention (the "Notice"), together with the name and address of the intended purchaser, the terms of such purchase, and such other information as the Association may reasonably require on forms supplied by the Association (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association by its Board shall either approve the Offering ("Approval") or furnish to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser approved by the Association to accept the Offering (the "Substituted Purchaser").

(a) The Approval shall be in writing in recordable form signed by any two (2) members of the Board (hereinafter referred to in this Declaration as the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed purchaser named in the Offering. Failure of the Board to grant Approval or to furnish a Substituted Purchaser within thirty (30) days after the Notice is given shall constitute approval of the Offering, and the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser of the Offeror named in the Offering.

(b) In the event the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser provided, however, that the Substituted Purchaser shall have not less than thirty (30) days subsequent to the date of the Substitution Notice to consummate the sale of the Offeror's Apartment. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon the written consent of the Association and the Substituted Purchaser. Upon closing with the Substituted Purchaser, the Association shall deliver its Certificate of Approval.

(c) In the event the Substituted Purchaser furnished by the Association pursuant to this Subparagraph 2 shall default in his obligation to purchase such Apartment, then the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser of the Offeror named in the Offering.

3. Lease. No Apartment Owner may lease or rent his Apartment for a term of less than fourteen (14) consecutive days nor more than one hundred eighty (180) consecutive days without the prior approval of the Board, which approval shall be obtained in the following manner:

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(a) Notice to Association. Each and every time an Apartment Owner intends to lease or rent his Apartment for less than fourteen (14) consecutive days or more than one hundred eighty (180) consecutive days, he shall give written notice to the Association of such intention, together with the name and address of the intended lessee, the terms of the lease, and such other information as the Association may reasonably require on forms supplied by the Association. The notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association.

(b) Association's Consent. Within fifteen (15) days after receipt of notice, the Association shall either approve or disapprove the rental or lease of the Apartment. Failure of the Board to approve or disapprove the rental or lease of the Apartment within the 15 days after the notice is given shall constitute approval of the rental or lease.

Except for the foregoing limitations, an Apartment Owner may lease his Apartment to any responsible adult provided, however, that the Apartment Owner shall be responsible to the Association for the repair or replacement of any property of the Association damaged or destroyed by the Lessee, or guests, invitees, or visitors thereof. Written notice of the rental to said Lessee, together with a listing of all proposed occupants, the names, ages, occupations and permanent addresses thereof, shall be furnished by the Apartment Owner or its agent to the Secretary of the Association (or the representative of the Association upon the premises in the absence of the Secretary) no less than 24 hours prior to the time of occupancy by said Lessee.

B. Mortgages

No Apartment Owner may mortgage his Apartment or any interest therein without the approval of the Association, except to a life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida; a Federal or State Savings and Loan Association or Building and Loan Association or commercial bank; a Mortgage Banking Company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida; or to the Developer or an assignee of the Developer; or a purchase money mortgage accepted by an Apartment Owner as part of a sales transaction of the Apartment. Hereinafter, such permitted mortgagees described above are called "Approved Mortgagees", which term also includes any transferee of a mortgage encumbering any Apartment which mortgage was originally held by Developer and such transferees shall have all of the rights which Developer would have had if Developer had not transferred such mortgage; and the Federal National Mortgage Association, Government National Mortgage Association and Federal Home Loan Mortgage Corporation as the transferee of a mortgage encumbering any Apartment which mortgage was originally held by an Approved Mortgagee. The approval or disapproval of any other mortgagees shall be within the sole and absolute discretion of the Board.

C. Acquisition by Gift, Devise, or Inheritance

1. Any person who has obtained an Apartment by gift, devise, inheritance, or by any other method not heretofore considered (except for the spouse or parents of the immediately previous Apartment Owner of such Apartment) shall give to the Association notice thereof together with such

Information concerning the person(s) obtaining such Apartment as may be reasonably required by the Association and a certified copy of the Instrument by which such Apartment was obtained. If such notice to the Association is not given to the Association, then at any time after receiving knowledge thereof, the Association shall proceed in accordance with the following Subparagraph as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association shall have the right either to approve or disapprove of such transfer of title. Approval of the Association shall be by Certificate of Approval and shall be delivered to the person who has obtained such title. In the event the Association fails to take any action pursuant to this Subparagraph within such thirty (30) day period, such failure to act shall be deemed to constitute such approval and the Association shall deliver the Certificate of Approval to the person who has obtained such title. In the event the Association disapproves such transfer of title, the Association shall advise in writing, within such thirty (30) day period, the person who has obtained such title of a purchaser or purchasers who will purchase the respective Apartment at its fair market value. The fair market value of the Apartment will be determined by one of the following methods: (a) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two appraisers so selected; (b) by mutual agreement between the purchaser and the person holding title; or (c) by one M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Association has a purchaser for the respective Apartment, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Apartment in accordance with the terms of this Declaration.

3. In the event the purchaser furnished by the Association pursuant to the paragraph immediately preceding shall default in his obligation to purchase such Apartment, then the Association shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver the Certificate of Approval.

D. Rights of Approved Mortgagee In Event of Foreclosure

Notwithstanding any provisions in this Declaration to the contrary, an Approved Mortgagee (other than a purchase money mortgagee which is not an Institution described in Article XV hereof), including Developer, upon becoming an Apartment Owner through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become an Apartment Owner as a result of a foreclosure sale by an Approved Mortgagee shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Apartment without prior approval of the Board, and the provisions of Paragraphs A, B, and C of this Article XV shall not apply to such persons. For purposes of this Paragraph D, the term "Approved Mortgagee" shall include mortgagees which have loaned money to Developer in order to enable Developer to construct improvements upon the Land and which have become an Apartment Owner as a result of such loan or loans.

E. Rights of Approved Mortgagee to Receive Notices

Upon receipt by the Association from any Approved Mortgagee of a copy of the mortgage held by such mortgagee on an Apartment, the Association shall timely deliver to such mortgagee the following:

1. A copy of any notice of a meeting of the Association or of the Board which is delivered to Apartment Owners;

2. A copy of any financial statement of the Association, which is delivered to Apartment Owners;

3. Written notice of any termination by the Association of any professional management of the Condominium Property and the assumption by the Association of the self-management thereof;

4. Thirty (30) days prior written notice of the cancellation or termination by the Association of any policy of insurance held by the Association;

5. Written notice of any damage to the Common Elements, the cost of repair of which is estimated by the Association to be in excess of Ten Thousand (\$10,000.00) Dollars;

6. Written notice of any damage to an Apartment encumbered by a mortgage held by the Approved Mortgagee in question, the cost of repair of which is estimated by the Association to be in excess of One Thousand (\$1,000.00) Dollars;

7. Written notice of any damage or destruction of the Condominium Property or any portion thereof which gives rise to net insurance proceeds therefor being available for distribution to any Apartment Owner or Apartment Owners;

8. Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Condominium Property;

9. Written notice of any material amendment to this Declaration or the abandonment or termination of this Declaration and the Condominium; and

10. Written notice of any default in the performance by the Apartment Owner whose Apartment is encumbered by the mortgage of any obligation of such Apartment Owner under the Condominium Documents which is not cured within sixty (60) days of such default.

F. Right of Approved Mortgagee to Examine Books and Records

Approved Mortgagees shall have the right to inspect the books and records of the Association.

XVI. MAINTENANCE, REPAIRS AND ALTERATIONS

A. Apartment Owners

1. Except for those portions of the Apartment to be maintained by the Association (as hereinafter described) each Apartment Owner shall maintain in good condition and repair and replace at his expense, when necessary, all portions of his Apartment, including all interior portions of any terrace which is within the boundaries of the Apartment, and all interior surfaces within or surrounding his Apartment such as the surfaces of the walls, ceilings and floors and the fixtures therein, including air conditioning equipment and exhaust fans, and each Apartment Owner shall pay for any utilities, which are separately metered and charged to his Apartment. Each Apartment Owner must perform promptly all such maintenance and repairs, which if not performed would affect an Apartment belonging to any other Apartment Owner or the Condominium Property. Each Apartment Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacement. Each Apartment shall be maintained and repaired in accordance with the final building plans of the Condominium Property utilized by the Developer, copies of which shall be on file in the office of the Association, subject to any changes or alterations made pursuant to approval by the Board as provided in this Declaration.

2. No Apartment Owner shall make any alteration in or on the Common Elements or the portions of an Apartment, which are maintained by the

Association, remove any portion thereof, make any additions thereto, or do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Condominium Property. Any alteration or addition to the Condominium Property by an Apartment Owner shall be deemed to detrimentally affect the architectural design of the Condominium Property, unless the Board consents thereto in writing.

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3. No Apartment Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements, or any outside or exterior portion or surfaces of the Condominium Property, including but not limited to the outsides of balconies, doors and windows; place any awnings, screening or hurricane shutters on or in any Apartment; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen door, or other similar item without first obtaining written approval thereof by the Board, which approval the Board may withhold in its sole and absolute discretion. The Board shall not grant any approval contemplated by this Paragraph if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior or interior of any part of the Condominium Property.

4. Each Apartment Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property for which the Association is responsible to maintain and repair.

5. Each Apartment Owner shall repair, maintain and replace as necessary all piping, wiring, ducts, conduits, appliances and other facilities within the Apartment for the furnishing of utility services; provided, however, that all such repairs, maintenance and replacements shall be done by licensed plumbers or electricians approved by the Association and such repairs shall be paid for by and be the financial obligation of such Apartment Owner.

6. Each Apartment Owner acknowledges and recognizes that any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements therein or accessible therefrom, or at any time as may be necessary for emergency repairs to prevent damage to the Common Elements or to another Apartment.

B. The Association

1. The Association shall repair, maintain and replace as necessary all of the Common Elements and all exterior surfaces of the Condominium Property, including exterior surfaces of Apartments, including terraces, balconies and patios, and maintain, repair and replace all facilities not within the Apartments for the furnishing of any and all utility services thereto as necessary except air conditioning equipment which is a Limited Common Element as set forth in Article VII hereof which shall be maintained by the Apartment Owner of the Apartment or Apartments served thereby.

2. The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements, which are approved by the Board and which do not prejudice the right of any Apartment Owner or any Approved Mortgagee; provided, however, if the cost of the same shall