Proposed Amendment to Article 2, Section 2.8 and Article 4, Section 4.15 of the Declaration

Villas At Palm Valley Condominium Association

The Board of Directors seek to amend Article 2, Section 2.8.1 and Article 4, Section 4.15 of the Condominium Declaration For Villas At Palm Valley Condominiums by adding the following language, which is **bold**:

- 2.8.1 The following portions of the Common Elements are Limited Common Elements and are allocated to the exclusive use of one Unit as follows:
- (i) Any chute, flue, pipe, duct, wire, conduit or other fixtures (including, but not limited to, heating and air conditioning units and related equipment and gas, cable television, water and electric bikes, lines or meters), **garage door, entry door and patio,** located outside of the boundaries of a Unit, which serve only one Unit are a Limited Common Element allocated solely to the Unit served;
- (ii) If a chute, flue, pipe, duct, wire, conduit or other fixtures (including, but not limited to, heating and air conditioning units and related equipment and gas, cable television, water and electric bikes, lines or meters), garage door, entry door and patio lies partially with in and partially outside the designated boundaries of a Unit, the portion outside the boundaries of the Unit which served only the Unit is a Limited Common Element allocated solely to the Unit, the use of which is limited to that Unit;

Article IV, Section 4.15 is amended as follows:

4.15 **Rental of Units**

- A. No Unit shall be leased by an Owner, or occupied by an occupant, for hotel or transient purposes or for a term of less than thirty (30) days. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration, Bylaws and the Rules. All leases must state that any violation of this Declaration, Bylaws or the Rules by the Lessee or other occupants shall be a default under the lease. There shall be no subleasing of Units or assignments of leases. The Unit Owner shall be liable for any violation of the Declaration, Bylaws or the Rules by the Lessees or other occupants of the Unit and their guests or invitees and, in the event of any such violation, the Unit Owner, upon demand of the Association, shall immediately take all necessary steps to correct any such violations or, if demanded by the Association, immediately take all necessary action (including, but not limited to, legal action) to remove the Lessees and all other persons residing in the Unit from the Unit.
- B. At least ten (10) days before commencement of the lease term, the Unit Owner shall provide the Association the following information: (i) the commencement date and expiration date of the lease term; (ii) the names of each of the Lessees and each other adult person who will reside in the Unit during the lease term; (iii) the address and telephone number at which the Unit Owner can be contacted by the Association during the lease term; and (iv) the name, address and telephone number of a person whom the Association can contact in the event of an emergency involving the Unit.