

## **PROPOSED UNIT OCCUPANCY CRITERIA**

**2/10/00**

### **HISTORY:**

Paragraph 11 of the CONDOMINIUM DECLARATIONS states...

Use and Occupancy: Each unit shall be used and Occupied principally for light industrial, fabrication, light manufacturing, commercial and business....

Paragraph 29 Restrictive Covenants elaborates...

- A. The property is hereby restricted to light industrial and commercial use and uses subject to first approval by the Association. Owners and/or anticipated owners of units shall forward to the Association a full statement disclosing their anticipated use of the unit in writing and the Association shall...reply to the owner and/or anticipated owner their approval or disapproval of the anticipated use stating their reasons in the event of disapproval.
- B. Owners shall not allow the unit to be used for any Purposes...such that the insurance risk shall increase...

The Articles of The Bylaws further state that...

#### **4. General**

- a. Each owner shall comply strictly with the provisions of the recorded Condominium Declaration.
- b. Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this condominium project was built.

## 5. Use of Units

- a. All units shall be utilized principally for commercial and light industrial purposes.

Further THE COVENANTS add related restrictions...

- A. The land shall not be used for any livestock industry or enterprise.
- H. Usage of the lots shall be limited to the type that will not produce offensive odors, smoke, or dust fumes, or cause offensive noises. The owner of said land shall keep the property free and clear from weeds, trash or other unattractive refuse and vegetation.
- I. This property shall not be used for restaurants, tea rooms, taverns, bars, cafes or other similar facilities wherein food or alcoholic beverages are served.

### **PROPOSAL:**

It is herein proposed that the Association Board update and ratify a policy that enforces the sense of these Covenants and Restrictions regarding the use and occupancy of units. That is....

1. All owners and anticipated owners must submit in writing for approval by the Association any proposed use or change of use of units prior to enacting any such activities or changes.
2. Since the original documents specified "offensive" noises, odors, etc. the Association retains the right to determine other potential offensive uses of units as such might appear and to approve or deny such uses.
3. All other restrictions covered by the Covenants, Bylaws, such as those prohibiting bars, restaurants, tea rooms, etc. shall be enforced by this updated document.

4. The Association retains the right to deny proposed uses based on their anticipated need for parking. Each unit is assigned two parking spaces and usage of units should not exceed this limit on a regular basis.
5. The Association retains broad powers to act on the behalf of present owners to protect and maintain a proper business environment and surrounding.