**SKYTRACK PROPOSED BY-LAWS AMENDMENT:**

In order to amend the Skytrack By-Laws a special meeting must be called upon the terms and conditions set forth in Article III, Section 3. The Notice of Meeting must specify the purpose of the special meeting.

Pursuant to Article XII, the By-laws may be modified or amended by a 66 2/3% vote of the unit owners IN NUMBER and in COMMON INTEREST. (This is a two-pronged inclusive prerequisite). Of course, in order for the vote to take place, a quorum must be present at the special meeting (Article III, section 10).

With respect to the specific amendments we discussed Article VI Sections 3 and 10 and Schedule A (Rules and Regulations of Skytrack Condominium) #22 are the focus. I suggest the following amendments:

Article VI

OPERATION OF THE PROPERTY

Section 3. **Repair or Reconstruction After Fire or Other Casualty**.

In the event of damage to or destruction of the Buildings containing the Units, as a result of fire or other casualty, unless seventy-five percent (75%) or more of the Buildings containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five (75%) in the aggregate of the total Common Interest do not duly and promptly resolve to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Buildings containing the Units ~~(including any damaged Units, and any kitchen or bathroom fixtures initially installed herein by the Sponsor, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishing, fixtures or equipment installed in the Units by the Unit Owners)~~, and the Board of Managers of the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess of insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges. Damage to or destruction of the Buildings containing the Units, as a result of fire or other casualty does not include the following: 1) damage to or destruction occurring within a Unit; nor, 2) damages to or destruction of the Buildings containing the Units which, in the sole discretion of the Board of Managers, is caused by the negligence, misuse or neglect of a Unit Owner as defined in Article VI Section 10 herein. In the event of damages to or destruction of the Buildings containing the Units as set forth in this Article VI Section 3, is caused by the negligence, misuse or neglect of a Unit Owner as defined in Article VI Section 10, then the cost of repair therefore shall be charged to such Unit Owner and be due and payable by said Unit Owner as a Common Charge and Assessment.

Section 10. **Maintenance and Repairs**.

a. All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except painting the exterior of Residential Unit entrance door),windows, electrical (except Common Elements), plumbing (except Common Elements) and heating fixtures and air conditioning within the Unit, or belonging to the Unit or belonging to the Unit owner shall be at the Unit Owner’s expense, except as otherwise specifically provided in the By-Laws.

b. All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner and be due and payable by said Unit Owner as a Common Charge and Assessment. Negligence, misuse or neglect of a Unit Owner shall be determined in the sole discretion of the Board of Managers and shall include, but not be limited to, any and all malfunction within a Unit the repair and maintenance for which is the responsibility of the Unit Owner pursuant to Article VI, Section 10 (a).

Schedule A: **(Rules and Regulations of Skytrack Condominium**):

22. Any damage to the Buildings or equipment or Units caused by Unit Owners, their guests, visitors, clients, patients, employees or property shall be repaired at the expense of the said Unit Owner. This Rule and Regulation is intended to supplement and enhance the terms and conditions set forth in By-Law Article VI Sections 3 and 10.