

## CONDOMINIUM BYLAWS

### **PREMIER PLACE CONDOMINIUM**

#### **ARTICLE I.**

#### ASSOCIATION OF CO-OWNERS

- A. **PREMIER PLACE CONDOMINIUM**, a residential condominium project located in the Township of Garfield, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association" organized under the laws of the State of Michigan.
- B. The Association shall be organized to manage, maintain, and operate the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation and Bylaws of the Association and the laws of the State of Michigan. The Association shall be responsible for the management and administration of the common elements, property, easements, and affairs of the condominium project. The Association may provide for independent management of the Condominium Project.
- C. Membership in the Association and voting by the members of the Association shall be in accordance with the following provisions:
1. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.
  2. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit in the Condominium.
  3. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number except in those instances when voting is specifically required to be in value.
  4. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Paragraph H of this Article I. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in Paragraph C5 below or by a proxy given by such individual representative. The Developer shall be entitled to vote each unit which it owns and

with respect to which it is paying full monthly assessments. Notwithstanding anything herein to the contrary, a purchaser of a unit by means of a land contract shall be designated the owner of that unit and entitled to the vote for that unit.

5. Each Co-owner shall file a written notice with the Association, designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.
6. There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Paragraph G of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of the time, place and subject matter of all meetings shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owner at least ten (10) days prior to said meeting.
7. The presence, in person or by proxy, of one-fifth (1/5) of the Co-owners in number and in value shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting, at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which a vote is cast.
8. Votes may be cast in person or by proxy or by writing, duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written vote must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
9. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) per cent in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the member of the Association.

- D. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year financial statement, the contents of which shall be defined by the Association. The books of the accounts shall be audited at least annually by a qualified independent auditor, provided however that the auditor need not be a certified public accountant and the audit need not be certified. Any institutional holder of a first mortgage lien on any lien in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The audit and accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium documents, and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project, to inspect the same during reasonable hours.
- E. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association, except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the therefor.
- F. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) per cent of all Co-owners in number and in value.
- G. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer when expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the directors seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment to any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

- H. The First Annual Meeting of the members of the Association may be convened by the Board of Directors and may be called at any time after conveyance of legal or equitable title to a unit to a non-developer co-owner but in no event later than one hundred twenty (120) days after such event. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. The Board of Directors shall establish an Advisory Committee of non-developer members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to one-third of the condominium units has been conveyed to non-developer co-owners; or (b) one (1) year after the first conveyance of legal or equitable title to a condominium unit to a non-developer co-owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-developer members and to aid in transferring control from the Developer to non-developer members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-developer members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve after a majority of the Board of Directors is comprised of non-developer co-owners. The Advisory Committee shall meet at least quarterly with the Board of Directors. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.
- I. Not later than one hundred and twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the units that may be created, at least one (1) Director and at least one-fourth (1/4) of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than one hundred and twenty (120) days after the conveyance of legal or equitable title to non-Developer co-owners of fifty percent (50%) of the units that may be created, at least one-third (1/3) of the Board of Directors shall be elected by non-developer Co-owners. Not later than one hundred and twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the units, the non-developer Co-owners shall elect all Directors on the Board except that the Developer may designate at least one (1) Director as long as the Developer owns or offers for sale at least ten percent (10%) of the units in the Project or as long as ten percent (10%) of the units that may be created remain unbuilt.

Notwithstanding the formula provided above, fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, if title to at least seventy-five percent (75%) of the units that may be created has not been conveyed, the non-developer Co-owners may elect the number of Members of the Board of Directors of the Association equal to the percentage of units they hold, and the Developer may elect the number of Members of the Board equal to the percentage of units that it owns and pays assessments for. This election may increase but not reduce the minimum election and designation rights otherwise established in these Bylaws. The application of this

provision does not require a change in the size of the Board as stated in the Association Bylaws.

If the calculation of the percentage of Members of the Board that the non-developer Co-owners may elect or if the product of the number of Members of the Board multiplied by the percentage of units held by the non-Developer co-owners results in a right of non-developer Co-owners to elect a fractional number of Members of the Board, a fractional election right of zero point five (0.5) or more shall be rounded up to the nearest whole number, which shall be the number of Members of the Board that the non-developer Co-owners may elect. After applying this formula, the Developer may elect the remaining Members of the Board. The application of this provision shall not eliminate the right of the Developer to designate at least one (1) Member, as provided in these Bylaws.

## **ARTICLE II.**

### **ASSESSMENTS**

- A. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.
- B. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the common elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project.
- C. Assessments shall be determined in accordance with the following provisions:
  - 1. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs, and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) per cent of the Association's current annual budget on a non-cumulative basis. The minimum standard required by this section may prove to be inadequate for a particular project. The Association of Co-owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be

established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be mailed to each Co-owner, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors:

- a. that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium;
- b. to provide replacements of existing common elements;
- c. to provide additions to the common elements not exceeding \$1,000.00 annually; or
- d. in the event of emergencies;

the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

2. Special assessments, in addition to those required in Paragraph C1 above may be made by the Board of Directors from time to time and approved by the Co-owners. Special assessments referred to in this paragraph shall not be levied without the prior approval of more than sixty (60%) per cent of all Co-owners in value and in number.

- D. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit. Annual assessments as determined in accordance with Article II, Paragraph C1 above, shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acquisition of legal or equitable title to a unit. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven (7%) per cent per annum until paid in full. Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his unit which may be levied while such Co-owner is the owner thereof.
- E. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.
- F. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who, from time to time, has any interest in the

Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement, and further, to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold, and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Notwithstanding anything to the contrary, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be in recordable form, executed by an authorized representative of the Association and shall set forth the following: (1) the name of the Co-owner of record thereof, (2) the legal description of the Condominium unit or units to which the notice applies, (3) the amounts due the Association of Co-owners at the date of notice, exclusive of interest, costs, attorney fees and future assessments. The notice shall be recorded in the office of the Register of Deeds in the county in which the Condominium Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his unit(s). In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium unit, if not occupied by the Co-owner, and to lease the Condominium unit and to collect and apply the rental therefrom.

The Co-owner of a condominium unit subject to foreclosure under this section, and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the condominium unit, is liable for assessments by the Association chargeable to the condominium unit that because due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and attorney fees incurred in their collection.

- G. Notwithstanding any other provisions of the Condominium documents, the holder of any first mortgage covering any unit in the Project which comes into possession of the unit,

pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

H. Obligation of the Developer.

1. The Developer shall be responsible for payment of the full monthly Association maintenance assessment, and all special assessments, for all completed units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. "Completed unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority. An "incomplete unit" shall mean any unit that is not a Completed unit.
2. In addition to maintaining any incomplete units owned by it, the Developer shall be charged a portion of the established monthly Association assessment for each incomplete unit established in the Master Deed, whether constructed or not. Such portion shall be determined by the officers of the Association based upon the level of common expenses incurred in respect of such incomplete units, and it may be altered on a month-to-month basis. Each incomplete unit must, at a minimum, bear its pro rata portion of the cost of all accounting and legal fees, public liability and casualty insurance, road maintenance (including snow removal), utility maintenance, if any, grounds maintenance (including landscaping), real estate taxes in the year of the establishment of the condominium, and the reserve for the repair and replacement of major common elements. Such pro rata portion of such costs shall be allocated to each unit by the Master Deed, without increase or decrease for the existence of any rights to the use of limited common elements appurtenant thereto.
3. The developer shall set aside the amount required to be placed in the reserved fund created by Paragraph C of this Article by the Transitional Control Date. The developer shall be liable for any deficiency in this amount at the Transition Control Date.

I. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with the Act.

J. A mechanic's lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to Section 132 of the Act. Pursuant to Section 111 of the Act, the purchaser of any Condominium unit may request a statement of the Association as to the outstanding amount of any unpaid assessments. Upon receipt of a written request to the Association accompanied by a copy of the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none

exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such purchaser and the unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

### **ARTICLE III.**

#### **ARBITRATION**

- A. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.
- B. In the absence of an election and consent to arbitrate pursuant to Paragraph A, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.
- C. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

### **ARTICLE IV.**

#### **INSURANCE**

- A. The Association shall carry fire and extended coverage, vandalism and malicious mischief, directors and officers and general liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium Project.
- B. All such insurance shall be purchased by the Association for the benefit of the Association and the Co-owners and their mortgagees as their interests may appear and all premiums for insurance carried by the Association shall be an expense of administration.

- C. Each Co-owner may obtain insurance coverage at his own expense upon his unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property located within his unit or elsewhere on the Condominium and for his personal liability for occurrences within his unit or upon limited common elements appurtenant to his unit, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage.
- D. All common elements of the Condominium Project shall be insured against fire and other perils covered by standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein, and shall further contain all fixtures, equipment and trim within a unit which were furnished with the unit as standard items in accordance with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within a unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.
- E. The proceeds of any insurance policies received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on units in the Project have given their prior written approval.
- F. Each Co-owner, by ownership of a unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his unit and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance to the Condominium Project.

## **ARTICLE V.**

### **RECONSTRUCTION OR REPAIR**

- A. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:
  - 1. If the damaged property is a common element or a unit, the property shall be rebuilt or repaired if any unit in the Condominium is tenantable, unless it is determined that

the Condominium shall be terminated and each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of such termination.

2. If the Condominium is so damaged that no unit is tenantable, and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.
- B. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project.
  - C. If the damage is only to a part of a unit, which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Paragraph D below. In all other cases, the responsibility for construction and repair shall be that of the Association.
  - D. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances whether free standing or built-in. In the event damage to interior walls within a Co-owner's unit or to pipes, wires, conduits, ducts, or other common elements thereof, or to any fixtures, equipment and trim which are standard items within a unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Paragraph E below. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagees jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the units of the Condominium.
  - E. No Co-owner shall make any structural repair or modification to his or her unit without prior written consent of the Association. The Association shall not consent if such repair or modification may jeopardize or impair the structural soundness or safety, or both, of the condominium project.
  - F. The Association shall be responsible for the reconstruction, repair, and maintenance of the common elements. Immediately after a casualty causing damage to property for which the Association has a responsibility for maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that sufficient to defray the estimated costs of reconstruction or repair

required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

G. The following provisions shall control upon any taking by eminent domain:

1. In the event of any taking of an entire unit by eminent domain, the award for such taking shall be paid to the owner of such unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose unit is not wholly taken by eminent domain, then such award shall be paid the condemning authority to the Co-owner and his mortgagee, as their interest may appear.
2. If there is any taking of any portion of the Condominium other than any unit the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the common elements and the affirmative vote of more than seventy-five (75%) per cent of the Co-owners in number and in value shall determine whether to rebuild, repair, or replace the portion so taken or to take such other action as they deem appropriate.
3. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners, based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the Project.
4. The Association shall promptly notify each institutional holder of a first mortgage lien on any of the units in the Condominium in the event that any unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding.

G. Nothing contained in the Condominium documents shall be construed to give a Condominium unit owner or any other party priority or any rights of first mortgagees of Condominium units pursuant to their mortgages and in the case of a distribution to

Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units and/or common elements.

## **ARTICLE VI.**

### **RESTRICTIONS**

- A. No unit in the Condominium shall be used for other than single-family residential purposes and the common elements shall be used only for purposes consistent with the use of single-family residences.
- B. A Co-owner may lease his unit for the same purposes set forth in Paragraph A of this Article VI and pursuant to the provisions of Article VII of these Bylaws; provided however, that the Co-owner may lease his unit only through the rental management program operated by the Developer, its successors, or assigns on behalf of the Co-owners for a fee. Further, the Developer may retain one or more of the units for use in connection with the rental management program. A Co-owner may not otherwise lease his unit.
- C. No Co-owner shall make alterations in exterior appearance or make structural modifications to his unit (including interior walls through or in which there exists easements for support or utilities) or make changes in any of the common elements, limited or general, including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors (including screen doors), shutters or other exterior attachments or modifications nor shall any Co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound conditioning provisions. In order to maintain uniformity of Condominium exterior appearance, no Co-owner shall use any color of drape or drape liner on the exterior side of the windows of his unit other than white, nor shall any Co-owner paint the exterior surface of any door or other exterior surface to his unit in a color or shade not approved in writing by the Board of Directors. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility, or appearance of the Condominium.
- D. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general, nor shall anything be done which may or becomes an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.
- E. No animals of any kind shall be raised, kept or permitted upon the property or any part thereof other than dogs, cats and birds owned by Co-Owners. Dogs shall be restricted to non-

aggressive breeds and shall not exceed 30 lbs. Only adult dogs shall be permitted. No more than one (1) dog shall be allowed in any unit and no more than two (2) cats shall be allowed in any unit. No exotic breeds or wild animals shall be permitted and all animals must be licensed if applicable. Such animals are not to be kept, bred or raised for commercial purposes or in unreasonable numbers, and are to be reasonably controlled to avoid their being a nuisance to other unit owners. Dogs shall be leashed at all times while out of doors and shall not be allowed to run free, and Co-Owners must clean up any mess created or left by any pet within the Condominium. All animals shall be subject to such rules and regulations as the Association shall from time to time adopt.

- F. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. However, maintenance and repair of vehicles is prohibited within the Condominium. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his unit or upon the common elements, which spoils the appearance of the Condominium.
- G. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies, and stairs shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the common elements.
- H. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the premises of the Condominium. There shall be restricted parking for motor vehicles which are used for personal transportation, so that each Co-owner will have and shall be restricted to using designated parking areas. No Co-owner shall store, keep or park a third car on the premises without the prior approval of the Association.
- I. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.
- J. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, including "For Sale" signs, without written permission from the Association and the Developer.

- K. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in Article I, Paragraph H, of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) per cent of all Co-owners in number and in value except that the Co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.
  
- L. The Association or its duly authorized agents shall have access to each unit and any limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each unit and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his unit and any limited common elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his unit and any limited common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.
  
- M. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements. No trees shall be removed from the Condominium premises.
  
- N. No unsightly condition shall be maintained upon any balcony and only furniture and equipment in a color and style approved by the Association consistent with ordinary residential and recreational use shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored on any deck during seasons when such areas are not reasonably in use.
  
- O. Each Co-owner shall maintain his unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his

family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision), in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

- P. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this section, the development and sales period shall be deemed to continue so long as Developer owns any unit which he offers for sale. Until all units in the entire Condominium Project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable development and sale of the entire project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.
- Q. Satellite dishes shall be permitted only with the prior written approval of the Developer, and only in areas designated by the Developer.
- R. No Co-owner shall use, operate, keep, dock or maintain any jet-ski, wave-runner or other noisy personal water craft on the premises, on the waterfront easement or on Boardman Lake. Use of the Condominium docks is a privilege that may be taken away by the Association in the event a Co-owner misuses or abuses such privilege or fails to abide by any rules and restrictions governing use of the docks. Use of the docks may be subject to a fee. No boat parties are allowed on or at the docks, and motors exceeding 30 horse power are strictly prohibited on or at the docks.

## **ARTICLE VII.**

### **LEASING**

- A. Before the Transitional Control Date, units 1495, 1477, 1443, 1427, 1560, 1542, 1548 and 1554 shall not be rented for a period less than one (1) week. All weekly rentals must be operated through the rental management program of the Developer. Units 1508, 1466, 1424, 1511, 1491, 1505, 1502 and 1500 shall not be rented for a period less than two (2) weeks. The Co-owner renting his or her unit must provide any tenants in any unit rented copies of the restrictions contained in these Bylaws and must notify such tenants that all renters are subject to such restrictions and may be fined for any violations. After the Transitional Control Date, the Association may amend the condominium documents as to the rental of condominium units or terms of occupancy. The amendment shall not affect the rights of any

lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, or condominium units that are owned or leased by the developer.

- B. A Co-owner, including the developer, desiring to rent or lease a condominium unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease or otherwise agreeing to grant possession of a condominium unit to potential lessees or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the condominium documents. The Co-owner or developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the Co-owner or developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or developer, the due dates of that rental and compensation, and the term of the proposed arrangement.
- C. Tenants or nonco-owner occupants shall comply with all of the conditions of the condominium documents of the condominium project, and all leases and rental agreements shall so state.
- D. If the Association determines that the tenant or nonco-owner occupant failed to comply with the conditions of the condominium documents, the Association shall take the following action:
  - 1. The Association shall notify the Co-owner by certified mail, advising of the alleged violation by the tenant. The Co-owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
  - 2. If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the developer, an action for both eviction against the tenant or nonco-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the condominium documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the general common elements caused by the Co-owner or tenant in connection with the condominium unit or condominium project.
- E. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's condominium unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit

rent otherwise due the Co-owner to the Association, then the Association may do the following:

1. Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
2. Initiate proceedings pursuant to Paragraph D2.

## **ARTICLE VIII.**

### **MORTGAGES**

- A. Any Co-owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such unit, report any unpaid assessments due from the Co-owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such unit that is not cured within sixty (60) days.
- B. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.
- C. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any unit on the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

## **ARTICLE IX.**

### **AMENDMENTS**

- A. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members or by instrument in writing signed by them.
- B. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.
- C. Except as expressly limited in Paragraph E of this Article VIII, these Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than two-thirds (2/3) of all Co-owners in number and in value.

- D. Prior to the First Annual Meeting of Members, these Bylaws may be amended by the First Board of Directors upon proposal of amendments by Developer without approval from any person as shall not increase or decrease the benefits or obligations or materially affect the rights of any member of the Association.
- E. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of at least fifty (50%) per cent of all institutional holders of first mortgage liens on any unit in the Condominium, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in: Article I, Paragraphs D and E; Article II, Paragraphs C1, D and G; Article IV, Paragraph A; Article V, Paragraphs A, D, F and G; Article VIII, Paragraph A; Article IX, Paragraphs C and E; Article XII, Paragraph A; or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.
- F. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such person actually receives a copy of the amendment.
- G. For so long as the Developer retains any unit in the Condominium which is intended for resale, no amendment to these Bylaws shall be permitted without the Developer's prior written approval.

## **ARTICLE X.**

### **COMPLIANCE**

The Association of Co-owners and all present or future Co-owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium documents are accepted and ratified. In the event the Condominium documents conflict with the provisions of the Act, the Act shall govern.

## **ARTICLE XI.**

### **DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

## ARTICLE XII.

### REMEDIES FOR DEFAULT

- A. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:
1. Failure to comply with any of the terms or provisions of the Condominium documents or the Act shall be grounds for relief, which may include, but without limiting, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
  2. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.
  3. The violation of any of the provisions of the Condominium documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium documents.
  4. The violation of any of the provisions of the Condominium documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have been first duly adopted by the Board of Directors of the Association, and notice thereof given to all Co-owners in the same manner as prescribed in Article II, Paragraph D, of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in Article II, Paragraph D, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fines shall be levied for the first violation. No fine shall exceed \$25.00 for the second violation, \$50.00 for the third violation or \$100.00 for the subsequent violation.
- B. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a

waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

- C. All rights, remedies, and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude any party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

### **ARTICLE XIII.**

#### **SEVERABILITY**

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.