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James Scholten
REGISTER OF DEEDS
OTTAWA COUNTY, MI

CONSOLIDATING MASTER DEED OF
THE VILLAGE CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

Ottawa County Condominium Subdivision Plan No. 123

- (1) Master Deed consolidating Phases I and II of The Village Condominiums, a Condominium Project.
- (2) Exhibit A to Consolidating Master Deed: Condominium By-Laws of The Village Condominiums.
- (3) Exhibit B to Consolidating Master Deed: As-built Subdivision Plan for The Village Condominiums.

No interest in real estate being conveyed hereby, no revenue stamps are required.

This Instrument Drafted by:

✓ William K. Van't Hof
Varnum, Riddering, Schmidt & Howlett
Bridgewater Place, 333 Bridge St., NW
Grand Rapids, Michigan 49504

4177.00 MASTER DEED
Receipt #110103

CONSOLIDATING MASTER DEED OF
THE VILLAGE CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

This Consolidating Master Deed is made and executed on the 28th day of March, 2001, by C & W Construction, Inc., a Michigan corporation (the "Developer"), whose principal office is situated at 2828 Wilson Avenue, Grandville, Michigan, represented herein by its President and Secretary, who are fully empowered and qualified to act on behalf of said corporation.

WITNESSETH:

WHEREAS, the Developer has completed the construction of an Expandable Condominium Project known as The Village Condominiums (the "Project"), pursuant to architectural plans on file with the Township of Allendale, Ottawa County, on a parcel of land described in Article II hereof; and

WHEREAS, the Developer desires, by recording this Consolidating Master Deed (the "Master Deed"), together with the Condominium By-laws attached hereto as Exhibit "A" and the As-built Condominium Subdivision Plan attached as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to consolidate said real property, together with the improvements located thereon and the appurtenances thereto as a condominium project under the provisions of the Michigan Condominium Act, as amended (the "Act");

NOW, THEREFORE, the Developer does, upon the recording hereof, consolidate The Village Condominiums as a Condominium Project under the Act and does declare that the Project shall continue, after such consolidation, to be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the consolidation of said Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

The Project is a residential condominium has been developed in two successive phases, each adding land to the Project as then constituted so as to comprise a total of 98 residential living units (the "Units"). The 98 Condominium Units which comprise the Project, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan, and each such Unit is capable of individual use by reason of having its own entrance from and exit to a common element of the Project. Each Co-owner in the Project shall have a particular and exclusive property right to his Unit and to the limited common elements appurtenant thereto, and shall have an undivided and inseparable right to share with other Co-owners the general common elements of the Project as designated by this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land on which the Project is situated, and which has been submitted to condominium ownership pursuant to the provisions of the Act, is described as follows:

That part of the SW 1/4, Section 23, T7N, R14W, Allendale Township, Ottawa County, Michigan, described as: Commencing at the S 1/4 corner of Section 23; thence N00°00'E 1124.25 feet along the N-S 1/4 line to a point which is 110.0 feet North of the South line of the North 10 acres, of the SE 1/4, SW 1/4, Section 23 and the PLACE OF BEGINNING of this description; thence N88°34'59"W 330.0 feet parallel with said South line; thence S00°00'E 362.59 feet; thence N88°17'42"W 370.00 feet; thence N46°34'35"W 75.12 feet; thence N88°17'42"W 570.00 feet; thence N00°07'27"W 940.79 feet along the West line of the E 1/2 of said SW 1/4; thence S88°43'36"E 996.41 feet parallel with the South line of the North 30 Acres of the S 3/4, E 1/2, of said SW 1/4; thence S00°00'E 436.0 feet; thence S88°43'36"E 330.0 feet; thence S00°00'E 436.0 feet; thence S88°43'36"E 330.0 feet; thence S00°00'E 200.48 feet along the N-S 1/4 line of Section 23 to the place of beginning. Subject to highway R.O.W. for 60th Avenue over the Easterly 33 feet thereof. This parcel contains 23.545 Acres, including highway R.O.W.

ARTICLE III

DEFINITIONS

Certain terms are used not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association By-laws and Rules and Regulations of the Village of Ottawa County Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Project. As used in such documents, unless the context otherwise requires:

(a) "Act" or "Condominium Act" means Act 59 of the Public Acts of 1978, as amended.

(b) "Arbitration Association" means the American Arbitration Association or its successor.

(c) "Association of Co-owners" or "Association" means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(d) "Association By-laws" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(e) "Common Elements", where used without modification, means the portions of the Project other than the condominium units, including all general and limited common elements described in Article IV hereof.

(f) "Condominium By-laws" means Exhibit "A" hereto, being the By-laws setting forth the substantive rights and obligations of the Co-owners, which form a part of this recorded instrument.

(g) "Condominium Documents" means this Master Deed and all exhibits thereto recorded pursuant to the Act, and any other instrument referred to herein which affects the rights and obligations of a Co-owner in the Condominium.

(h) "Condominium Subdivision Plan" or "As-Built Subdivision Plan" means Exhibit "B" hereto, being the site, survey and other drawings depicting the existing structures and improvements, including the location thereof on the land, which form a part of this recorded instrument.

(i) "Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

(j) "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own a Condominium Unit in the Project, including the vendee of any land contract of purchase who is not in default thereunder. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

(k) "Developer" means C & W Construction, Inc., a Michigan corporation, which has made and executed this Master Deed, its successors and assigns.

(l) "General Common Elements" means those common elements of the Project described in Article IV(A) hereof which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the cost of operation thereof.

(m) "Limited Common Elements" means those common elements of the Project described in Article IV(B) hereof which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(n) "Master Deed" means this instrument, together with the exhibits attached hereto and all amendments thereof, by which the Project has been submitted to condominium ownership.

(o) "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by

number and value, and the proportionate share of each Co-owner in the common elements of the Project.

(p) "Project" or "Condominium" means The Village Condominiums, a condominium development established in conformity with the provisions of the Act.

(q) "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project as depicted in Exhibit "B," and the respective responsibilities for maintenance, repair and replacement thereof are as follows:

A. The General Common Elements are:

(1) The land described in Article II hereof, including easement interests of the Condominium in the land provided to it for ingress and egress, if any;

(2) The access drive, roadways, walkways, lawns, yards, trees, shrubs and other plantings on the common elements of the Project;

(3) The street lighting system, and the electrical, telephone and/or cable television wiring networks throughout the common areas of the Project, including those contained within common walls, floors and ceilings;

(4) The plumbing and gas line networks throughout the common areas of the Project, including those contained within common walls, floors and ceilings;

(5) The heating and/or air-conditioning ductworks and conduits throughout the common areas of the Project, including those contained within common walls, floors and ceilings;

(6) The water distribution system, underground sprinkling system, sanitary sewer system and storm drainage system serving the Project;

(7) The foundations, roofs, perimeter walls and other walls as shown on Exhibit B, ceilings and floors (including doors and chimneys therein), entrances and exits of the Project;

(8) The common attic spaces, and the portions of any garage or parking area not otherwise designated as a Limited Common Element on the Condominium Subdivision Plan; and

(9) All other Common Elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

Some or all of the utility and/or cable television lines, systems (including mains and service leads) and equipment may be owned by the local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such utility and/or cable television lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein., if any.

B. The Limited Common Elements are:

(1) The pipes, ducts, wiring and conduits located entirely within a Condominium Unit and servicing only such Unit;

(2) The deck, patio and/or stoop appurtenant to each Unit in the Project and the assigned outdoor parking for certain interior units;

(3) The driveway leading to the garage and the sidewalk leading to the stoop, which shall be appurtenant to the unit or units serviced thereby;

(4) The fireplace combustion chamber and chimney, and the separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving only such Unit exclusively;

(5) The automatic garage door opening mechanism and the windows, sliders and/or screens located within or adjacent to any Unit perimeter wall;

(6) Garage interior spaces, and the interior surfaces of garage walls, ceilings and floors; and

(7) The interior surfaces of perimeter walls, doors, ceilings and floors contained within a Condominium Unit.

In the event no specific assignments of the Limited Common Elements described herein have been made in the Condominium Subdivision Plan, the Association reserves the right to designate each such space as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

C. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the common elements will be as follows:

(1) The costs of maintenance, repair and replacement of the limited common elements described in Article IV.B(1), IV.B(4), IV.B(5), IV.B(6) and IV.B(7) and the routine cleaning, (but not repair and replacement) of the limited common elements described in Article IV.B(2) and IV.B(3) shall be borne by the Co-owner of the unit or units to which such common elements are appurtenant.

(2) The appearance of the decks, patios and stoops shall at all times be subject to the approval of the Association. In the event that cleaning and decoration of such common elements by the Co-owner shall not conform to reasonable aesthetic and maintenance standards established by the Association, the Association shall have the right to take such action as may be necessary to bring said elements up to required standards and to charge the cost thereof to the owner responsible for cleaning, decoration and interior maintenance.

(3) The costs of cleaning, decoration, maintenance, repair and replacement of all general and limited common elements other than as described above, including snow removal from the limited common element driveways and sidewalks, shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet.

(4) If any unit owner shall elect to construct or install any improvements to the interior of his Unit or, with the prior written consent of the Association, to the common elements appurtenant to his Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

D. A Limited Common Element may be assigned or re-assigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed assigning and/or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording thereof.

E. Except as set forth herein, Condominium Units shall not be separable from the Common Elements appurtenant thereto, and shall not be used in any manner inconsistent with the purposes of the Project or in any other way which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements appurtenant thereto.

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

A. A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan as surveyed by Exxel Engineering, Inc., consulting engineers and surveyors. Detailed architectural plans and specifications have been filed with the Township of Allendale, Ottawa County. Each Unit shall include all that space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Condominium Subdivision Plan and as delineated by detailed dimensional descriptions of the same contained by said outline, less any Common Elements contained therein. In determining dimensions, each Condominium Unit shall be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

B. The total value of the Project is 100, and the percentage thereof assigned to each Condominium Unit shall be as set forth in Paragraph C of this Article. Said Percentage of Value has been determined under a formula by which a weight of 95% is assigned to the size of the Unit based on square footage and 5% to other factors including market value, location and allocable expenses of maintenance. Except as otherwise provided in this Master Deed, such Percentage of Value shall be changed only in the manner provided by Article VII expressed in an amendment to the Master Deed, duly executed and recorded.

C. The number of each Condominium Unit in the Project as it appears on the Condominium Subdivision Plan and the Percentage of Value assigned to each such Unit are as follows:

<u>Unit No.</u>	<u>Percentage of Value Assigned</u>	<u>Unit No.</u>	<u>Percentage of Value Assigned</u>	<u>Unit No.</u>	<u>Percentage of Value Assigned</u>
<u>Building No. 1</u>		<u>Building No. 2</u>		<u>Building No. 3</u>	
1	1.131	3	.846	7	.846
2	.736	4	.736	8	.736
		5	.736	9	.736
		6	.846	10	.846
<u>Building No. 4</u>		<u>Building No. 5</u>		<u>Building No. 6</u>	
11	.846	15	.846	19	1.111
12	.736	16	.736	20	.964
13	.736	17	.736		
14	.846	18	.846		
<u>Building No. 7</u>		<u>Building No. 8</u>		<u>Building No. 9</u>	
23	1.111	21	1.111	29	1.111
24	.943	22	.964	30	.964
25	.943			31	.964
26	1.111			32	1.111

Unit No. Percentage
of Value
Assigned

Building No. 10

27 1.111
28 .964

Building No. 13

41 1.111
42 .943
43 .943
44 1.111

Building No. 16

53 1.201
54 1.201

Building No. 19

63 1.111
64 1.111

Building No. 22

71 1.111
72 .964
73 .964
74 1.111

Unit No. Percentage
of Value
Assigned

Building No. 11

33 1.111
34 .943
35 .943
36 1.111

Building No. 14

45 1.111
46 .964
47 .964
48 1.111

Building No. 17

55 1.201
56 .943
57 .943
58 1.111

Building No. 20

65 1.111
66 1.111

Building No. 23

75 1.111
76 .964
77 .964
78 1.111

Unit No. Percentage
of Value
Assigned

Building No. 12

37 1.111
38 .943
39 .943
40 1.111

Building No. 15

49 1.111
50 .943
51 .943
52 1.111

Building No. 18

59 1.111
60 .943
61 .943
62 1.111

Building No. 21

67 1.111
68 .964
69 .964
70 1.111

Building No. 24

79 1.111
80 1.111

<u>Unit No.</u>	<u>Percentage of Value Assigned</u>	<u>Unit No.</u>	<u>Percentage of Value Assigned</u>	<u>Unit No.</u>	<u>Percentage of Value Assigned</u>
<u>Building No. 25</u>		<u>Building No. 26</u>		<u>Building No. 27</u>	
81	1.111	85	1.111	89	1.111
82	.943	86	.943	90	.943
83	.943	87	.943	91	.943
84	1.111	88	1.111	92	1.111
<u>Building No. 28</u>			<u>Building No. 29</u>		
	93	1.111	97	2.078	
	94	.943	98	2.078	
	95	.943			
	96	1.111			

ARTICLE VI

EASEMENTS

Every portion of a Condominium Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association for the maintenance and repair of Common Elements for which the Association may from time to time be responsible, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-laws.

ARTICLE VII

AMENDMENT AND TERMINATION

A. The recordable Condominium Documents may be amended for a proper purpose as follows:

(1) The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(2) The amendment may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the Co-owners and mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the formula used to determine percentages of value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of each affected Co-owner and mortgagee. For purposes of this subsection, a mortgagee shall have one vote for each mortgage held.

(3) A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees, the costs of which are expenses of administration. The Co-owners and mortgagees of record shall be notified of proposed amendments under this Section not less than 10 days before the amendment is recorded.

B. The Project may be terminated only with consent of not less than 80% of the Co-owners and mortgagees, as follows:

(1) Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution

of a Termination Agreement or of ratification thereof, and the termination shall become effective only when the Agreement is so evidenced of record.

(2) Upon recordation of an instrument terminating the Project, the property constituting the condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the Condominium Unit.

(3) Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

(4) Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders and mortgagees. Proof of dissolution must be submitted to the administrator.

IN WITNESS OF WHICH, the Developer has duly executed this Master Deed on the day and year first above written.

Witnesses:

C & W CONSTRUCTION, INC.

Peggy Wever
Peggy Wever

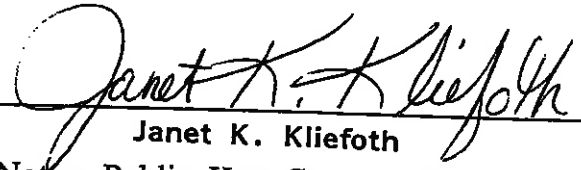
By Charles Helder
Charles Helder, Secretary

Nancy VanDenBerg
Nancy VanDenBerg

And Carl Postma
Carl Postma, Treasurer

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

This instrument was acknowledged before me the 28th day of March, 2001 by Charles Helder and Carl Postma, Secretary and Treasurer, respectively, of C & W Construction, Inc., a Michigan corporation, on behalf of the corporation.



Janet K. Kliefoth
Notary Public Kent County, MI
My commission expires: 9-14-04

EXHIBIT A

CONDOMINIUM BY-LAWS

THE VILLAGE CONDOMINIUMS

ARTICLE I

CONDOMINIUM PROJECT

Section 1. Organization. The Village Condominiums, a residential condominium project located in the Township of Allendale, Ottawa County, Michigan (the "Project") has been constructed in successive segments so as to comprise a total of 98 living units. The management, maintenance, operation and administration of the Project are vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association").

Section 2. Compliance. All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Act"), the Consolidating Master Deed and all amendments thereto, and the Articles of Incorporation, Association By-Laws, and other Condominium Documents which pertain to the use and operation of the Condominium property, current copies of which shall be kept by the Association and made available for inspection at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project; provided, that in the event of a conflict between the provisions of the Act and any other Condominium Documents referred to herein, the provisions of the Act shall govern. The acceptance of a deed of conveyance, the entering into of a lease or the act of occupancy of a Condominium Unit in the Project shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

ARTICLE II

MEMBERSHIP AND VOTING

Section 1. Membership. Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to his condominium unit.

Section 2. Voting Rights. Except as limited in the Consolidating Master Deed (the "Master Deed") and in these By-Laws, each Co-owner shall be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him as set forth in the Master Deed, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be in both value and in number, and no cumulation of votes shall be permitted.

Section 3. Members Entitled to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Condominium Unit in the Project. The person entitled to cast the vote for the Unit and to receive all notices and other communications from the Association may be designated by a certificate signed by all the record owners of the Unit and filed with the Secretary of the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner thereof. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

Section 5. Majority. At any meeting of members at which a quorum is present, 51% of the Co-owners entitled to vote and present in person or by proxy shall constitute a majority for the approval of the matters presented to the meeting, except as otherwise required herein, by the Master Deed or by law.

ARTICLE III

MEETINGS AND QUORUM

Section 1. Annual Meeting of Members. An annual meeting of the members shall be held in each year at the time and place specified by the Board of Directors. At least 10 days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 20 days written notice shall be provided to each member of any proposed amendment to these By-Laws or to other Condominium Documents.

Section 2. Quorum of Members. The presence in person or by proxy of thirty (30%) percent of the Co-owners entitled to vote shall constitute a quorum of members. 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 the vote is cast.

ARTICLE IV

ADMINISTRATION

Section 1. Board of Directors. The business, property and affairs of the Association shall be managed and administered by a Board of Directors to be elected in the manner set forth in the Association By-Laws. All actions of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the initial meeting or at any subsequent meeting, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents.

Section 2. Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

- (a) Care, upkeep and maintenance of the common elements;
- (b) Development of an annual budget, and the determination, assessment and collection of amounts required for the operation and other affairs of the Condominium;
- (c) Employment and dismissal of personnel as necessary for the efficient management and operation of the Condominium property;
- (d) Adoption and amendment of rules and regulations covering the details of the use of Condominium property;
- (e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required therefor;

(f) Obtaining insurance for Condominium property, the premiums of which shall be an expense of administration;

(g) Leasing or purchasing premises suitable for use by a managing agent and/or custodial personnel, upon such terms as the Board may approve;

(h) Granting concessions and licenses for the use of portions of the common elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(i) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;

(j) Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(k) Asserting, defending or settling claims on behalf of all Co-owners in connection with the common elements of the Project and, upon written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association; and

(l) Such further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Condominium Documents.

Section 3. Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts affecting the administration of the Condominium, 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 its Co-owners. Such accounts shall be open for inspection by the Co-owners during reasonable working hours at a place to be designated by the Association, and the Association shall prepare therefrom, and distribute to all Co-owners at least once per year, a financial statement, the contents of which shall be defined by the Association. The books and records shall be reviewed annually and audited every third year by qualified

independent auditors (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

Section 4. Maintenance and Repair. All maintenance of and repair to a Condominium Unit, other than maintenance of and repair to any general common element contained therein, shall be made by the Co-owner of such Unit. Any Co-owner who desires to make repairs to a common element or structural modifications to his Unit must first obtain the written consent of the Association, and shall be responsible for all damages to any other Units or to the common elements resulting from such repairs or from his failure to effect such maintenance and repairs.

All maintenance of and repair to the general common elements, whether located inside or outside the Units, and to limited common elements to the extent set forth in the Master Deed, shall be made by the Association and be charged to all the Co-owners as a common expense unless necessitated by the negligence, misuse or neglect of a Co-owner, in which case such expense shall be charged to such Co-owner. The Association or its agent shall have access to each Unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the common elements located therein or accessible therefrom. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units, the common elements or both.

Section 5. Reserve Fund. The Association shall maintain a reserve fund, to be used only for major repairs and replacement of the common elements, as required by Section 105 of the Act. Such fund shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a non-cumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board shall carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

Section 6. Construction Liens. A construction lien arising as a result of work performed upon a Condominium unit or limited common element shall attach only to the Unit upon which the work was performed. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the general common elements not contracted by the Association.

Section 7. Managing Agent. The Board may employ for the Association a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties listed in Section 2 of this Article. The Developer or any person or entity related thereto may serve as Managing Agent if so appointed.

Section 8. Officers. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent herewith. Officers may be compensated, but only upon the affirmative vote of more than sixty (60%) per cent of all Co-owners.

Section 9. Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association By-Laws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V

ASSESSMENTS

Section 1. Administrative Expenses. The Association shall be assessed as the 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. 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 Project shall be expenses of administration, and all sums received as proceeds of, or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration thereof shall be receipts of administration.

Section 2. Determination of Assessments. The Board shall from time to time, and at least annually, adopt a budget for the Condominium which shall include the estimated funds required to defray common expenses for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and shall allocate and assess such common charges against all Co-owners according to their respective common interests on a monthly basis. Absent

Co-owner approval as herein provided, such assessment shall be increased only in accordance with the following:

- (a) If the Board shall find the budget as originally adopted is insufficient to pay the costs of operation and maintenance of the common elements;
- (b) To provide for the repair or replacement of existing common elements;
- (c) To provide for the purchase of additions to the common elements in an amount not exceeding \$5,000 or \$75 per unit annually, whichever is less; or
- (d) In the event of emergency or unforeseen development.

Any increase in assessments other than or in addition to the foregoing shall be considered as a special assessment requiring approval by a vote of 60% or more of the Co-owners in number and in value.

Section 3. Levy of Assessments. The base assessment levied against each Unit to cover expenses of administration shall be apportioned among and paid by the Co-owners on an equal basis, in advance and without increase or decrease for the existence of any rights to the use of limited common elements appurtenant thereto; provided, that a surcharge of 10% shall be added for each unit which exceeds 800 square feet of living space on the ground floor level.

The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year. The Board shall advise each Co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all Co-owners.

Section 4. Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied with regard to his Unit during the time that he is the Owner thereof, and 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. In the event of default by any

Co-owner in paying the assessed charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessment from the due date thereof. Unpaid assessments shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a first mortgage of record recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection thereof by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner thereof or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default.

Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee shall be entitled to a written statement from the Association setting forth the amount of unpaid assessments against the Seller or Grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in such written statement. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, and attorneys fees incurred in the collection thereof.

The Association may also enter upon the common elements, limited or general, to remove and abate any condition, or may discontinue the furnishing of any services to a Co-owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to utilize any of the general common elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from his Unit.

All payments on account of installments of assessments in default shall be applied in the following manner: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Obligations of the Developer. The Developer shall be responsible for the payment of the full monthly Association maintenance assessment, and all special assessments, for all completed Units owned by it.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

Section 1. Taxes. All property taxes and special assessments shall be assessed against the individual Units and not against the common elements of the Project or any part thereof. Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project.

Assessments for subsequent real property improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership thereof.

Section 2. Insurance. The Association shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and/or appropriate, fire insurance with extended coverage, vandalism and malicious mischief endorsements, and liability insurance and worker's compensation insurance pertinent to the ownership, use and maintenance of the common elements of the Project. All such insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, their mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Each Co-owner shall be responsible for obtaining insurance coverage at his own expense for the interior of his Unit, including wall coverings, floor coverings, sliders, windows and screens, and it shall be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere in the Condominium, for personal liability for occurrences within his Unit or upon limited common elements appurtenant to his Unit, and for alternative living

expenses in the event of fire or other casualty causing temporary loss of the Unit. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) All common elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, blacktopping, 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 include all appliances, fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accordance with plans and specifications thereof on file with the Association (or such replacements thereof as do not exceed the costs of such standard items). Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include owner 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 as provided herein.

(c) The Association shall maintain, if required, adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association.

(d) The Board of Directors is hereby irrevocably appointed the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) Each individual Co-owner shall indemnify and hold harmless every other Co-owner and the Association for all damages, costs, and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or

within such individual Co-owners Unit or appurtenant limited common elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner or the Association.

(f) Except as otherwise set forth herein, all premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

Section 3. Reconstruction and Repair. If the Condominium Project or any of its common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such reconstruction. As used herein, reconstruction means restoration of the Project to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior thereto.

(a) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, provision for reconstruction may be made by the affirmative vote of not fewer than 75% of the Co-owners voting at a meeting called for such purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. At any such meeting, the Board or its representative shall present to the Co-owners present an estimate of the cost of the reconstruction and the estimated amount of necessary special assessments against each Unit in order to pay therefor. If the property is reconstructed, any such insurance proceeds shall be applied thereto, and special assessments may be made against the Units in order to pay the balance of the cost thereof.

(b) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for reconstruction is not made pursuant to subparagraph (a) above, then provision for withdrawal of any portion of the property from the provisions of the Act may be made by the affirmative vote of not fewer than 75% of the Co-owners voting at a meeting called for such purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster,

whichever first occurs. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the common elements appurtenant thereto shall be reallocated among the remaining Units not so withdrawn on the basis of the relative percentages of ownership in the common elements appurtenant to each such remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the common elements appurtenant to such Unit shall be reduced accordingly, upon the basis of the diminution in market value of such Unit, as determined by the Board.

Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof, and the portions of the common elements withdrawn. As compensation for such withdrawals: (i) any such insurance proceeds allocated to withdrawn Units or portions thereof shall be applied in payment to the owners thereof in proportion to their relative percentages of ownership in the common elements appurtenant to such withdrawn Units, or portions thereof; (ii) any such insurance proceeds allocated to withdrawn portions of the limited common elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the common elements appurtenant to the Units served by such limited common elements; and (iii) any such insurance proceeds allocated to withdrawn portions of the general common elements be applied in payment to all Unit Owners in proportion to their relative percentages of ownership in the common elements. Upon withdrawal of any Unit or portion thereof, the Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

(c) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for neither reconstruction nor withdrawal is made pursuant to subparagraphs (a) or (b) above, then the provisions of the Act shall apply.

(d) Prompt written notice of any and all material damage or destruction to a Unit or any part of the common elements shall be given to the holder of a first mortgage lien on any Unit affected thereby.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) If any portion of the common elements is taken by eminent domain, the award therefore shall be allocated to the Co-owners in proportion to their respective undivided interests in the common elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of common elements and any negotiated settlement approved by more than two-thirds of Co-owners based upon assigned voting rights shall be binding on all Co-owners.

(b) If a Unit is taken by eminent domain, the undivided interest in the common elements appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the common elements. The court shall enter a decree reflecting the re-allocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the Co-owner of the Unit taken for his undivided interest in the common elements, as well as for the Units.

(c) If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest for each such Unit in the common elements shall be reduced in proportion to the diminution in the fair market value of the Unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the Co-owners of a Unit shall be re-allocated among the other Units in the Project in proportion to their respective undivided interests in the common elements. A Unit partially taken shall receive the re-allocation in proportion to its undivided interest as reduced by court order under this subsection. The court shall enter a decree reflecting the re-allocation of undivided interest produced thereby, and the award shall include just compensation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the common elements divested from the Co-owner and not re-vested in the Co-owner pursuant to subsection (d), as well as for that portion of the Unit taken by eminent domain.

(d) If the taking of the portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the common elements appertaining to that Unit shall thenceforth appertain to

the remaining Units in the Project, being allocated to them in proportion to their respected undivided interest in the common elements. The remaining portion shall thenceforth be a common element. The court shall enter an order reflecting re-allocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Unit for the Co-owners entire undivided interest in the common elements and for the entire condominium unit.

- (e) Votes in the Association and liability for future expenses of administration appertaining to a Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Units, being allocated to them in proportion to the relative voting strength in the Association. A Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the deduction in the undivided interests in the common elements.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

Section 1. Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or any common element appurtenant thereto shall be used for any purpose other than that of a single family residence or other purposes customarily incidental thereto, except that professional and quasi-professional Co-owners may use their residence as an ancillary facility to an office established elsewhere, so long as such use does not generate traffic by members of the general public. The foregoing restrictions as to use shall not, however, be in such manner as to prohibit a Co-owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to principal residential use and not in violation of said restrictions.

Section 2. Common Areas. The common elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, that any storage areas or other common areas designed for a specific use shall be used only for the purposes approved by the Board. The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said common elements.

Section 3. Specific Prohibitions. Without limiting the generality of the foregoing provisions, use of the Project and all common elements by any Co-owner shall be subject to the following restrictions:

(a) No more than four (4) persons shall permanently occupy or reside in any Unit in the Project without the express prior written approval of the Association. In the event that a violation of this restriction by a family in occupancy of a Unit results from the birth or adoption of a child, or the marriage or re-marriage of a family member, this restriction shall be suspended as to such family for a period of one year to provide such family a reasonable time in which to cure such violation or otherwise dispose of the Unit.

(b) No portion of a Unit may be rented and no transient tenants may be accommodated therein; provided, that nothing herein shall prevent the rental or sublease of an entire Unit for residential purposes or of a limited common element appurtenant to such Unit in the manner set forth in Article IX hereof.

(c) No Co-owner shall make any alterations, additions or improvements to any general common element, nor make changes to the exterior appearance or structural members of his Unit or limited common elements without the prior written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Project. An Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but such owner shall be responsible for any damage to other Units, the common elements, the property, or any part thereof, resulting from such alterations, additions or improvements.

(d) No nuisances shall be permitted on the Condominium property nor shall any use or practice be permitted which is a source of annoyance to its residents, or which interferes with the peaceful possession or proper use of the Project by its residents.

(e) No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written con-

sent of the Board. No Co-owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the common elements, or which would be in violation of any law.

(f) No signs, banners or advertising devices shall be displayed which are visible from the exterior of any Unit or upon the common elements, including "for sale" signs, without written permission from the Association or Managing Agent.

(g) No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies or curtains, blinds and/or shades of a customary nature and appearance) , or paint or decorate or adorn the outside of his Unit, or install any CB, short wave, satellite dish or other radio or television antenna, window air-conditioning unit, snap-in window dividers, awning or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the written permission of the Managing Agent. The foregoing restrictions shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or stoop which is a limited common element appurtenant to his Unit; provided, that fireplace wood shall be stored only in a closed garage or under a deck where it is not visible from the common elements of the Project.

(h) No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, BB guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the condominium premises.

(i) No animal or other pet which is not confined at all times within a condominium unit shall be kept without the prior written consent of the Association which consent, if given, shall be revocable at any time by the Board of Directors thereof. Pets permitted by this subparagraph shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose

upon the common elements, limited or general, and the owner of each pet shall be responsible for cleaning up after it.

The Association may charge any Co-owner maintaining animals a reasonable additional assessment to be collected in the manner provided in these bylaws if the Association determines such assessment to be necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner thereof, remove or cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this section or which otherwise proves to be an annoyance to other residents. Any person who causes or permits any animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property.

(j) No mobile home, van, trailer, tent, shack, garage, accessory building, outbuilding or other structure of a temporary character shall be erected, occupied or used at any time without the prior written consent of the Association. No recreational vehicles, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the door thereto or elsewhere on the Condominium property for more than 72 hours without the written approval of the Association, and no snowmobile or other motorized recreational vehicle shall be operated on the Condominium property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or Unit where totally isolated from public view.

(k) No more than two (2) automobiles or other vehicles customarily used for transportation purposes shall be kept outside a closed garage on the Condominium property by those persons residing in any Unit; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. No commercial vehicles or trucks shall be parked in or about the condominium except for the making of deliveries or pickups in the normal course of business.

(l) The common elements shall not be used for the storage of supplies or personal property (except in limited common element garages or for short periods of time as may be reasonably necessary to permit periodic collection of trash). No vehicles shall be parked on or along the

private drive(s), and owners and residents shall not use or obstruct any guest parking areas abutting such drives without the prior consent of the Association. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoil the appearance of the Condominium.

(m) Absent an election to arbitrate pursuant to Article X of these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all Owners and other parties having an interest in the Condominium Project.

Section 4. Rules of Conduct. Reasonable rules and regulations concerning the use of Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked any time by the affirmative vote of more than 66% of all Co-owners in number and in value.

Section 5. Remedies on Breach. A default or breach of this Article by a Co-owner shall entitle the Association to the following relief:

(a) Failure to comply with any restriction on use and occupancy contained herein or of any other term or provision of the Condominium Documents shall be grounds for relief, which may include the levy of fines, imposition of liens, action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy which in the sole discretion of the Board of Directors is appropriate to the nature of the breach as may be set forth in the Condominium Documents including, without limitation, any or all of the remedies available for the collection of unpaid assessments under the provisions of Article V, Section 4 hereof. All such remedies shall be deemed to be cumulative and shall not constitute an election of remedies.

(b) In a proceeding arising because of an alleged default by a Co-owner, the Association, if successful, may recover the cost of the proceeding and such actual attorneys fees as may be determined by the court.

(c) The failure of the Association to enforce any right, provision, covenant or condition which is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

An aggrieved Co-owner shall also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers or another Co-owner in the Project.

ARTICLE VIII

MORTGAGES

Section 1. Mortgage of Condominium Units. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." At the written request of a mortgagee of any such Unit, the mortgagee shall be entitled to: (a) inspect the books and records relating to the Project during normal business hours, upon reasonable notice; (b) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Owners; and (c) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings. Failure, however, of the Association to provide any of the foregoing to a mortgagee who has so requested the same shall not affect the validity of any action or decision which is related thereto.

Section 2. Notice of Insurance. 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.

Section 3. Rights of Mortgagee. Notwithstanding any other provision of the Condominium Documents, except as otherwise required by mandatory law or regulation, with respect to any first mortgage of record of a Condominium Unit:

(a) The holder of the mortgage is entitled, upon written request, to notification from the Association of any default by the mortgagor of such Condominium Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days.

(b) The holder of any first mortgage which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage or deed (or assignment) in lieu of foreclosure, shall be exempt from any option, "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

(c) The holder of any first mortgage which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage, or by deed (or assignment) in lieu of foreclosure, 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 thereof (except for claims for a pro rata share of such assessments or charges resulting from a pro rata re-allocation of such assessments charged to all Units including the mortgaged unit).

Section 4. Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

ARTICLE IX

LEASES

Section 1. Notice of Lease. A Co-owner desiring to rent or lease a Condominium Unit for a period of more than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. No Unit shall be rented or leased for a period of less than six (6) months without the prior written consent of the Association.

Section 2. Terms of Lease. Tenants or non Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements shall so state.

Section 3. Remedies. If the Association determines that any tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

(a) The Association shall notify the Co-owner by certified mail, addressed to him at his last known residence address, advising of the alleged violation by the tenant.

(b) The Co-owner shall have 15 days after receipt of said notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(c) If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth 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.

Section 4. Assessments. 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 Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

ARTICLE X

TRANSFER OF UNITS

Section 1. Unrestricted Transfers. An individual Co-owner may, without restriction hereunder, sell, lease, give, devise or otherwise transfer his Unit, or any interest therein, to his spouse or to his child, parent, brother, sister, grandchild or descendant, or to any one or more of them, or to any trustee of a trust, the sole beneficiary of which is the Co-owner or his spouse, child, parent, brother, sister, grandchild or descendant or any one or more of them. A partnership or corporation which owns a Unit may also transfer or convey the Unit or any interest therein to an individual partner or

shareholder, or to another entity owned and controlled by the transferor without restriction. Notice of any such unrestricted transfer shall be given to the Board within five (5) days following consummation of such transfer.

Section 2. Notice to Association. Whenever a Co-owner shall propose to sell, give, devise or otherwise transfer his Unit, or any interest therein, to any person or entity other than a person or entity described in Section 1 above, said Co-owner shall give the Association not less than thirty (30) days prior written notice of the proposed transfer, which notice shall briefly describe the type of transfer proposed by the Co-owner and shall state the name, address and financial and character references of the proposed transferee. The notice shall also include a copy of the proposed contract for sale or other documents, if any, effecting said transfer.

Section 3. First Option of Association.

(a) If a Co-owner proposes to sell his unit or any interest therein to a person or entity other than a person or entity described in Section 1 above for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the right, at its option, to purchase such Unit or interest therein from said Co-owner (the "transferring party") upon the terms described in said notice.

(b) If a Co-owner proposes to make a gift of his Unit or any interest therein to any person or entity other than a person or entity described in Section 1 above, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase such Unit or interest therein. The price to be paid by the Association for said Unit shall be agreed upon by the Co-owner (the "transferring party") and the Association, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Section 4.

(c) If a Co-owner dies and under applicable law his unit or any interest therein is subject to a probate proceeding, then during a period of three (3) months after appointment of a personal representative of said deceased Co-owner, the Association shall have the first right, at its option, to purchase said Unit or interest therein either from the devisee thereof named in the deceased Co-owner's will, if any, or from the appointed personal representative of such deceased Co-owner who is empowered or authorized to sell the Unit or interest therein (the "transferring party").

Provided, however, the foregoing option shall not apply to any transfer upon the death of a Co-owner to a person or entity described in section 1 above. The price to be paid by the Association for said Unit or interest therein shall be agreed upon by the Association and the transferring party, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Section 4.

Section 4. Determination of Purchase Price. If the price to be paid by the Association for a Condominium Unit or interest therein pursuant to subparagraphs (b) or (c) above is not promptly agreed upon, said price shall be equal to the fair market value of the Unit or interest therein as determined by an MAI appraiser mutually agreed upon by the transferring party and the Association, and, in the event of no prompt agreement on said appraiser, by a majority decision of three (3) MAI appraisers, one chosen by the transferring party, one chosen by the Association and the third chosen by the other two appraisers. The cost of said appraiser or appraisers shall be paid one-half by the transferring party and one-half by the Association as a common expense.

Section 5. Election Not to Exercise. The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the Association's first option hereunder, and shall promptly give written notice of said election to the transferring party. The Association shall be deemed to have elected not to exercise its first option if either (i) the Association notifies the transferring party that it has elected not to exercise its option, or (ii) the Association fails to notify the transferring party before the expiration of the applicable option period provided herein, that the Association elects to exercise its option.

(a) If the Association elects not to exercise its first option, in the case of a proposed sale or gift of a Unit or interest therein, the transferring party may proceed to close said proposed transfer any time within forty-five (45) days after said election. Thereafter, said transfer of the Unit, or any interest therein, shall again become subject to the Association's right of first option, as provided herein.

(b) A certificate executed by the President, Vice President, Secretary or other duly authorized officer of the Association, certifying that the Association, by its Board, has elected not to exercise its first option, shall be conclusive evidence of such election. Such a certificate shall be furnished to a Co-owner upon his compliance with the provisions hereto, provided the Co-owner requests such certificate from the Association in writing and pays the Association a reasonable fee for said certificate.

Section 6. Election to Exercise. The Board shall have the authority to recommend to the Co-owners that the Association elect to exercise its first option hereunder.

(a) In the event the Board shall decide to recommend to the Co-owners that the Association elect to exercise its option, the Board shall call and hold a meeting of all the Co-owners, within twenty (20) days following its determination to recommend such election, for the purpose of voting upon whether the Association will elect to exercise its option. If Co-owners owning not less than sixty (60%) percent in number and in value, by affirmative vote at such meeting or by written proxy or consent, elect to exercise the Association's option, then the Board shall promptly give written notice of said election to the transferring party.

(b) The Association shall be deemed to have exercised its option hereunder if it tenders the required sum of money to the transferring party within the applicable option period provided herein.

Section 7. Purchase at Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Condominium Unit or interest therein at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, an order or direction of a court, or at any other involuntary sale, upon the consent or approval of the Co-owners owning not less than sixty (60%) percent in number and in value. Such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit or interest therein.

Section 8. Financing of Purchase. The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Co-owners, and other such financing arrangements as the Board may deem desirable, in order to close and consummate the purchase of a Condominium Unit or interest therein by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the project other than the Unit or interest therein to be purchased and the limited common elements appurtenant thereto.

Section 9. Miscellaneous.

(a) A transfer of a Condominium Unit or interest therein by or to the Board or the holder of any first mortgage on a Unit which comes into possession of the mortgaged Unit in the manner provided by Article VIII shall not be subject to the provisions of this Article X.

(b) The Association shall hold title to any Condominium Unit or interest therein acquired, pursuant to this Article in the name of the Association or a nominee thereof delegated by the Board, for the sole benefit of all Co-owners. The Board shall have the authority at any time to sell, lease or sublease said Unit or any interest therein on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit or interest therein be sold for less than the amount paid by the Association to purchase said Unit unless Co-owners owning not less than sixty (60%) percent in number and in value first authorize the sale for such lesser amount.

(c) The provisions of this Article X with respect to the Association's right of first option shall be and remain in full force and effect until the Project as a whole shall be sold or removed from the provisions of the Act, as provided therein, unless the provisions of this Article are sooner rescinded or amended by the Co-owners.

(d) If any transfer of a Condominium Unit is made or attempted without complying with the provisions of this Article, such transfer shall be subject to each and all of the rights and options of and remedies and actions available to the Association hereunder and otherwise.

(e) Except as otherwise provided in the Master Deed or in these By-Laws, in the event of any transfer of a Condominium Unit or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

ARTICLE XI

ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration by the Arbitration Association and the parties thereto shall accept the Arbitrator's award as final and binding. All arbitration hereunder shall proceed in accordance with Sections 5001-5065

of Act 236 of the Public Acts of 1961, as amended, which may be supplemented by reasonable rules of the Arbitration Association.

Section 2. Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) At the exclusive option of a Purchaser, Co-owner or person occupying a restricted Unit in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

(b) At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

Section 3. Preservation of Rights. Election by any Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigating such dispute, claim or grievance in the courts. Provided, however, that except as otherwise set forth in this Article, no interested party shall be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1. Severability. In the event that any of the terms, provisions, or covenants of these By-Laws or any Condominium Document 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, and in such event the document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 2. Notices. Notices provided for in the Act, the Master Deed or the By-Laws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, or to any Co-owner at the address set forth in the deed of conveyance for at such other address as may hereinafter be provided.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

Section 3. Amendment. These By-Laws may be amended, altered, changed, added to or repealed only in the manner set forth in Article VIII of the Consolidating Master Deed of The Village Condominiums.

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