

LIBER 170720041

EXHIBIT A

CONDOMINIUM BYLAWS
OF
OAKHURST

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. DEFINITION. OAKHURST, a residential condominium project located in the Townships of Independence and Orion, Oakland County, Michigan, shall be administered by an association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements and the affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, the Association Bylaws, the Rules and Regulations, and the laws of the State of Michigan. All Co-owners or Persons acquiring any interest in any Unit, and all Persons using or entering upon the Common Elements, shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. MEMBERSHIP AND VOTING. Membership in the Association and voting by Members shall be in accordance with the following provisions:

(a) Each Co-owner shall be a Member and no other Person shall be entitled to membership.

(b) 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.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Unit owned. The Developer shall vote for those Units that may be created in the Condominium Project subject to Article I, Section 7.

(d) 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 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 Article I, Section 7. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative.

(e) 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 the individual representative designated, the number or

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numbers of the Unit or Units owned by the Co-owner, and the name and address of each Person 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.

(f) There shall be an annual meeting of the Members commencing with the First Annual Meeting held as provided in Article I, Section 7. Other meetings may be provided for in the Association Bylaws. Notice of time, place and subject matter of all meetings, as provided in the Association Bylaws, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners at least fifteen (15) days in advance of such meetings.

(g) The presence in person or by proxy of twenty-five (25%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the Members, except for voting on questions specifically required herein to have a greater quorum. The written vote of any Person furnished at or prior to any duly called meeting at which such 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 such vote is cast.

(h) Votes may be cast in person, by proxy, or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote, and present in person or by proxy (or written vote, if applicable), at a given meeting of the Members. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. BOOKS AND RECORDS. The Association shall keep detailed books of account in accordance with Section 57 of the Act, 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 financial statements to each Owner at least once a year. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit shall be entitled to receive a copy of the Association's annual financial statements within 90 days following the end of the Association's

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fiscal year upon request therefor. Any accounting expenses shall be expenses of administration.

The Association shall keep current copies of the Master Deed, and all amendments to the Master Deed and other Condominium Documents, available at reasonable hours for Co-owners, and prospective purchasers and mortgagees of Units.

Section 4. BOARD OF DIRECTORS; POWERS. The affairs of the Association shall be governed by a board of directors, all of whom shall serve without compensation and must be Members, except for the first Board and any successors thereto elected by the Developer prior to the Transitional Control Date, determined pursuant to Article I, Section 7. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

(a) The Board shall have all powers and duties necessary for the administration of the affairs of the Association, and may do all acts and things as are not prohibited by the Condominium Documents, or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the Members or set forth in the Association Bylaws, the Board shall be responsible specifically for the following:

(1) Management and administration of the affairs and maintenance of the Condominium Project and the Common Elements.

(2) To collect assessments from the Co-owners and use the proceeds thereof for the purposes of the Association.

(3) To carry insurance, and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ Persons to assist in the management, operation, maintenance and administration of the Condominium.

(6) To acquire, maintain, improve, buy, manage, operate, sell, convey, assign, mortgage or lease any real or personal property (including any Unit, and easements, right-of-ways and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(7) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of the Members.

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(8) To make Rules and Regulations in accordance with Article VI.

(9) To establish the Architectural Control Committee, and such other committees as it deems necessary, convenient or desirable, and appoint Persons thereto for the purpose of implementing the administration of the Condominium, and delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(10) To make Rules and Regulations, and/or enter into agreements with institutional lenders, the purpose of which is to obtain mortgage financing for Co-owners which is acceptable for purchase 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.

(11) To enforce the provisions of the Condominium Documents.

(12) To establish a working relationship with the board of directors of any related condominium project, and prorate expenses for operation, maintenance, repair and replacement of any shared amenities and roads

(b) The Association may provide for independent management of the Condominium Project. Any service contract which exists between the Association, and the Developer or any affiliate of the Developer, and any management contract with the Developer or any affiliate of the Developer, is voidable by the Board on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the Transitional Control Date, the excess period under the contract may be voided by the Board by notice to the management agent at least thirty (30) days before the expiration of the one (1) year.

(c) All of the actions (including, without limitation, the adoption of these Bylaws, and any Rules and Regulations, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board named in the Articles of Incorporation or any successors thereto elected by the Developer before the Transitional Control Date shall be binding upon the Association in the same manner as though such actions had been authorized by a Board duly elected by the Members at the first or any subsequent annual meeting of the Members so long as such actions are within the scope of powers or duties which may be exercised by any Board as provided in the Condominium Documents.

Section 5. ASSOCIATION BYLAWS. The Association Bylaws shall provide the designation, number, terms of office, qualification, manner of election, duties, removal and replacement of the officers of the Association, and may contain

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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%) percent of all Co-owners.

Section 6. INDEMNITY OF DIRECTORS AND OFFICERS. Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' 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 of the Association, whether or not he is a director or officer at the time such 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 such reimbursement or indemnification, the indemnification herein shall apply only if the Board (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. 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. Ten (10) days prior to payment of any indemnification which it has approved, the Board shall notify all Co-owners thereof.

Section 7. MEETINGS OF CO-OWNERS. The first annual meeting of the Members may be convened only by the Developer and may be called, in the Developer's discretion, at any time. Within 120 days after twenty-five percent (25%) of all five hundred thirty-one (531) Units that may be created have been sold, and the purchasers thereof qualified as Members, the Developer must call a meeting and at least one director and not less than twenty-five percent (25%) of the Board shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of all five hundred thirty-one (531) Units that may be created, not less than thirty-three and one-third percent of the Board shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of all five hundred thirty-one (531) Units that may be created, and before conveyance of ninety percent (90%) of all five hundred thirty-one (531) Units that may be created, non-Developer Co-owners shall elect all directors, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least ten percent (10%) of all five hundred thirty-one (531) Units that may be created or as long as ten percent (10%) of the Units remain that may be created. Notwithstanding the formula provided above, 54 months after first conveyance of legal or equitable title to a non-developer Co-owner of a Unit, if title to seventy-five percent (75%) of all five hundred thirty-one (531) Units that may be created has not been conveyed, non-Developer Co-owners have the right to elect a number of directors equal to the percentage of Units they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of directors equal to the percentage of Units which are owned by and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established for non-Developer Co-owners. There is no requirement that there be a change in the size of the Board as determined in the Condominium Documents because of this Section. If the calculation of the percentage of directors that non-Developer Co-owners have the

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right to elect under this Section, or the product of the number of directors 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 directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of directors the non-developer Co-owners have the right to elect. After the application of this formula, the Developer shall have the right to elect the remaining directors; provided, however, nothing shall eliminate the right of the Developer to designate one (1) director as provided in this Section.

Section 8. **ADVISORY COMMITTEE.** The Developer shall appoint an advisory committee of non-Developer Co-owners either 120 days after conveyance of legal or equitable title to non-Developer Co-owners of one-third (1/3) of the Units, or one (1) year after the initial conveyance of legal or equitable title to a non-Developer Co-owner of a Unit, whichever occurs first. The advisory committee shall meet with the Board for the purpose of facilitating communication and aiding the transition of control of the Association to Co-owners. The advisory committee shall cease to exist when a majority of the directors are elected by non-Developer Co-owners.

**ARTICLE II
ASSESSMENTS**

Section 1. **PERSONAL PROPERTY TAXES.** The Association shall be assessed as the Person 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.

Section 2. **EXPENSES OF ADMINISTRATION.** All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration within the meaning of Section 54 of the Act, and all sums received as proceeds of or pursuant to any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration.

Section 3. **TYPES OF ASSESSMENTS.** There shall be three (3) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Co-owners; (b) Neighborhood Assessments to fund Neighborhood Expenses for the benefit of Units within a particular Neighborhood or Neighborhoods; and (c) Special Assessments as described in Article II, Section 6.

Base Assessments shall be levied equally on all Units. Neighborhood Assessments shall be levied equally on all Units in the Neighborhood(s) benefiting from the services supported thereby; provided, however, that, in the event of assessments for maintenance of Limited Common Elements appurtenant to less than all Units in a Neighborhood, such assessments shall be levied on only the Units to which such Limited Common Elements are assigned; and provided, further, that, in the event of assessments for exterior maintenance of structures, insurance on structures or replacement reserves which pertain to particular structures, such assessments shall be levied equally on only the

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benefited Units if so directed by the Neighborhood in writing to the Board. Special Assessments shall be levied as provided in Article II, Section 6.

Section 4. COMPUTATION OF BASE ASSESSMENTS. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering estimated Common Expenses during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared.

The Base Assessment to be levied on each Unit for the coming year shall be set at a level reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including a reasonable allowance for contingencies and reserves. The Association shall maintain a reserve fund which, at a minimum, shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. The reserve fund shall be used for major repairs and replacement of those Common Elements which must be replaced on a periodic basis. This reserve fund shall be funded by the time of the Transitional Control Date, and the Developer shall be liable for any deficiency in this minimum amount at the Transitional Control Date. The minimum standard required may prove to be inadequate for the Project. The Association should carefully analyze the Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during such fiscal year.

So long as the Developer has the right to expand the Condominium Project, the Developer may elect on an annual basis, but shall not be obligated, to reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by the Developer as provided above); provided, however, that any such subsidy shall conspicuously be disclosed as a line item in the income portion of the budget and shall be made known to the Co-owners. Payment of such subsidy in any year shall under no circumstances obligate the Developer to continue payment of such subsidy in future years.

The Board shall cause a copy of the budget and notice of the amount of the Base Assessment to be levied on each Unit for the coming year to be delivered to each Co-owner at least thirty (30) days prior to the beginning of such year, although failure to deliver a copy of such budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Such budget and assessment shall become effective unless disapproved by a majority of the Co-owners at a meeting of the Co-owners and by the Developer during the Sales Period. There shall be no obligation to call a meeting for the purpose of considering the budget except on a petition of the Co-owners as provided for special meetings in Article 11, Section 4, of the Association Bylaws, which petition must be presented to the Board within ten (10) days of delivery of the notice of assessments.

If the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget is determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

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Should the Board at any time determine, in the sole discretion of the Board: (1) that the Base Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide for the replacement of existing Common Elements, (3) to provide additions to the Common Elements with a cost not exceeding \$20,000.00, or (4) in the event of emergencies, the Board shall have the authority to increase the Base Assessment or levy such Special Assessment or Assessments as it shall deem to be necessary.

Section 5. NEIGHBORHOOD ASSESSMENTS. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood or part thereof on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board may set such budget only to the extent these Bylaws or the Association Bylaws specifically authorize the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association, and, in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated as provided in Article II, Section 3.

The Board shall cause a copy of each Neighborhood Expenses budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit in each Neighborhood for the coming year to be delivered to each Co-owner of a Unit in such Neighborhood at least thirty (30) days prior to the beginning of such year, although failure to deliver a copy of such budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessment. Such budget and assessment shall become effective unless disapproved by a majority of the Co-owners of Units subject to the Neighborhood Assessment; provided, however, that there shall be no obligation to call a meeting for the purpose of considering a Neighborhood Expenses budget except on petition of Co-owners of at least ten percent (10%) of the Units subject to such assessment; and provided, further, that the right to disapprove shall only apply to those line items in the Neighborhood Expenses budget attributable to services requested by the Neighborhood.

If any proposed Neighborhood Expenses budget is disapproved or the Board fails for any reason to determine such a budget for any year, then and until such time as a budget is determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 6. SPECIAL ASSESSMENTS.

(a) Entire Membership. The Association may levy Special Assessments from time to time, provided any such assessment receives the affirmative vote or written consent of a majority of the Co-owners, and the affirmative vote or written consent of the Developer during the Sales Period. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

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(b) Less Than All Members. The Association may levy a Special Assessment against any Co-owner individually and against such Co-owner's Unit to reimburse the Association for costs incurred in bringing such Co-owner and such Co-owner's Unit into compliance with the provisions of the Master Deed, these Bylaws, or the Association's Rules and Regulations, which Special Assessment may be levied upon Board vote after notice to such Co-owner and opportunity for a hearing. The Association may also levy a Special Assessment against the Units in any Neighborhood to reimburse the Association for costs incurred in bringing such Neighborhood into compliance with the provisions of the Master Deed, these Condominium Bylaws, or the Association's Rules and Regulations, which Special Assessment may be levied upon Board vote after notice to all Co-owners in such Neighborhood and opportunity for a hearing.

Section 7. GOVERNMENTAL SPECIAL ASSESSMENTS AND REAL PROPERTY TAXES. Special assessments and property taxes shall be assessed against the individual Units and not on the total property of the Project or any other part thereof, except for the year in which the Condominium Project was established subsequent to the tax date. Taxes and special assessments which become a lien in the year subsequent to the establishment of the Condominium Project shall be expenses of administration of the Project and paid by the Co-owners as provided in Section 69 of the Act. Special assessments and property taxes in any year in which the property existed as an established Condominium Project on the tax date shall be assessed against the individual Units notwithstanding any subsequent termination of the Condominium Project. Units shall be described for such purposes by reference to the Condominium Unit number on the Condominium Subdivision Plan and the caption thereof, together with the liber and page of the county records in which the approved Master Deed is recorded. Any assessments for subsequent real property improvements to a specific Condominium Unit shall be assessed to such Unit only. For property tax and special assessment purposes, each Unit shall be treated as a separate single unit of real property, and shall not be combined with any other Unit, 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 on any Unit be made notwithstanding separate or common ownership thereof.

The Developer shall be responsible for payment of a portion of actual Association expenses for accounting and legal fees, public liability and casualty insurance, utility maintenance, grounds maintenance and recreational amenities incurred during the Sales Period based on the number of Units held by the Developer. Notwithstanding anything to the contrary contained herein, however, the Developer shall never be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, or any cost of investigating and preparing such claim or litigation, or any similar or related cause.

Section 8. PAYMENT OF ASSESSMENTS. All Assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Base and Neighborhood Assessments shall be payable by Co-owners in monthly installments, payable on the first of each month, commencing with the acceptance of a deed to any Unit or acquisition of fee simple title to a Unit by any other means.

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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 highest rate allowed by law until paid in full. In addition, a late fee of \$50.00 shall be added to all assessments not paid within thirty (30) days of the due date. Each Co-owner (whether one or more Persons) shall be and remain personally liable for the payment of all assessments, and all costs and attorneys' fees incurred by the Association to collect such delinquent assessments, pertinent to his Unit which may be levied while such Co-owner is the owner thereof.

Section 9. NO EXEMPTIONS. 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 abandonment of his Unit.

Section 10. ENFORCEMENT OF COLLECTION. The Association may enforce collection of delinquent assessments as follows:

(a) Sums assessed to a Co-owner by the Association which are unpaid constitute a lien upon the Unit(s) owned by such Co-owner at the time of such assessment before other liens except tax liens on such Unit(s) in favor of any state or federal taxing authority, and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a Notice of Lien, recorded as set forth in Section 108(3) of the Act, have priority over a first mortgage recorded subsequent to the recording of such Notice of Lien. The lien upon such Unit(s) shall be in the amount assessed against such Unit(s), plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by such Co-owner but which became due while such Co-owner had title to such Units. The lien may be foreclosed by an action or by advertisement by the Association in the name of the Condominium Project on behalf of the other Co-owners, and all Co-owners consent to the right of the Association to foreclose the lien for delinquent assessments by advertisement and to sell the same at a foreclosure sale.

(b) A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.

(c) A foreclosure proceeding may not be commenced without recordation and service of a Notice of Lien in accordance with the following:

(1) A Notice of Lien shall set forth the legal description of the Unit(s) to which such lien attaches, the name of the Co-owner of record thereof, and the amounts due the Association at the date of such Notice, exclusive of interest, costs, late fees, attorneys' fees and future assessments.

(2) The Notice of Lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association may deem appropriate.

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(3) The Notice of Lien shall be recorded in the office of the Register of Deeds for Oakland County, Michigan, and shall be served on the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of such Co-owner, at least ten (10) days in advance of commencement of the foreclosure proceeding.

(d) The Association, acting on behalf of all the Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Unit.

(e) An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien.

(f) Actions for money damages and foreclosure may be combined in one action.

(g) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Unit, if not occupied by the Co-owner, and to lease such Unit, and collect and apply rents therefrom.

Section 11. MORTGAGEE RIGHTS ON FORECLOSURE. Notwithstanding any other provision of the Condominium Documents, the holder of any first mortgage covering any Unit that comes into possession of such Unit pursuant to the remedies provided in such 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 such Unit which accrue after the time such mortgage is recorded but prior to the time such holder comes into possession of such 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 such Unit).

Section 12. SALE OF A UNIT. Upon sale or conveyance of a Unit, all unpaid assessments against such Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Amounts due the state, any subdivision thereof or any municipality for taxes and special assessments due and unpaid on such Unit.

(b) Payments due under a first mortgage having priority thereto

A purchaser or grantee is entitled to a written statement from the Association setting forth the amount of unpaid assessments against the seller or grantor, and the purchaser or grantee is not liable, nor is the Unit conveyed or granted subject to a lien, for any unpaid assessments against such seller or grantor in excess of those set forth in such written statement. Unless such purchaser or grantee requests a written statement from the Association as provided in the Act, at least five (5) days before the sale, such purchaser or grantee shall be liable for any unpaid assessments against such Unit, together with interest, costs and attorneys' fees incurred in the collection thereof.

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ARTICLE III
ARBITRATION

Section 1. SUBMISSION OF DISPUTES, CLAIMS AND GRIEVANCES.

Disputes, claims or grievances arising out of, or relating to interpretation or 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 dispute, claim or grievance, 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.

Section 2. RESOLUTION BY COURT ACTION. No Co-owner or the Association shall be precluded from petitioning any proper court to resolve any such dispute, claim or grievance.

Section 3. PROHIBITION OF COURT ACTION. Election by any Co-owner 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 a court.

Section 4. ASSOCIATION MUST BE PARTY. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. The Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements or the Units.

ARTICLE IV
INSURANCE

Section 1. ASSOCIATION INSURANCE. The Association or its duly authorized agent shall have authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Elements. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to property insurance on the Common Elements, the Association may, upon request of a Neighborhood, and shall, if so specified in the Master Deed, obtain and continue in effect adequate blanket all-risk property insurance, if reasonably available, on properties within such Neighborhood. If all-risk coverage is not reasonably available, then fire and extended coverage may be substituted. Such coverage may be in such form as the Association deems appropriate and shall provide coverage for full replacement cost of all structures to be insured. The costs thereof shall be charged to Co-owners of Units within the benefited Neighborhood as Neighborhood Assessments.

Insurance obtained on properties within any Neighborhood, whether obtained by such Neighborhood or the Association, shall at a minimum comply with applicable provisions of this Article IV, Section 1, including provisions of this

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Article applicable to policy provisions, loss adjustment and all other subjects to which this Article applies with regard to insurance on the Common Elements. All such insurance shall be for full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to each Co-owner insured, the Association and the Neighborhood, if any.

The Board shall also obtain a public liability policy covering the Common Elements, the Association and the Co-owners for all insurable damage or injury caused by negligence of the Association, any of its agents or employees, or any Co-owner. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) limit per occurrence as respects bodily injury and property damage, and a Two Million Dollar (\$2,000,000.00) aggregate limit, if reasonably available.

Premiums for all insurance on the Common Elements shall be Common Expenses and shall be included in the Base Assessments as more particularly described in Article II, Section 4; provided, however, that, in the Board's discretion, premiums for insurance on the Limited Common Elements may be included in the Neighborhood Assessments of the Neighborhood(s) benefited thereby. The policies may contain a reasonable deductible and, in the case of property insurance, the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals full replacement cost. The deductible shall be paid by the party that would be liable for loss or repair in the absence of insurance, and, in the event of multiple parties, shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Association shall be written in the Association's name as trustee for the respective benefited parties, as further identified in subsection (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Michigan that holds a Best's rating of A or better, and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating available.

(b) All policies on the Common Elements shall be for the benefit of the Association and the Co-owners, and all policies secured at the request of a Neighborhood shall be for the benefit of such Neighborhood, the Co-owners of Units within such Neighborhood and their mortgagees, in each case as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Common Elements shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Co-owners, occupants or their mortgagees.

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(e) All property insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified Persons, at least one of whom must be in the real estate industry and familiar with construction in the metropolitan Detroit, Michigan, area.

(f) The Board shall use reasonable efforts to secure insurance policies that provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association, the Board, the Association's manager, the Co-owners, and their respective tenants, servants, agents and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of conduct of any Co-owner, any director, officer, employee or agent of the Association, or its duly authorized manager, without prior demand in writing delivered to the Association to correct the conduct and allowance of a reasonable time thereafter within which the conduct may be corrected by the Association, its manager, any Co-owner or any mortgagee;

(iv) a statement that any "other insurance" clause in any policy excludes individual Co-owner's policies from consideration; and

(v) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

In addition to other insurance required by this Section, the Association shall obtain, as an expense of administration, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, agents and other persons handling or responsible for Association funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the Board's best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the annual Base Assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon exclusion of Persons serving without compensation, and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or nonrenewal.

Section 2. INDIVIDUAL INSURANCE. By virtue of taking title to a Unit, each Co-owner covenants and agrees with all other Co-owners and the Association that he will carry at his expense blanket all-risk property insurance on such Unit and structures constructed thereon meeting the same requirements as set forth in this Article IV, Section 1, for insurance on the Common Elements, unless either the Neighborhood in which such Unit is located or the Association carries such insurance (which they are not obligated to do hereunder). Each Co-owner further covenants and agrees that in the event of a partial loss or damage resulting

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in less than total destruction of structures on his Unit, such Co-owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction, or such other plans and specifications as are approved in accordance with Article VI. Such Co-owner shall pay any costs of repair or reconstruction not covered by insurance proceeds. If such a structure is totally destroyed, such Co-owner may decide not to rebuild or reconstruct, in which case such Co-owner shall clear such Unit of all debris and return it to substantially the natural state in which it existed prior to beginning of construction, and thereafter such Co-owner shall continue to maintain such Unit in neat and attractive condition consistent with the Community-Wide Standard.

A Neighborhood may have more stringent requirements regarding standards for rebuilding or reconstructing structures on Units within such Neighborhood, and the standard for returning Units to their natural state in the event structures are not rebuilt or reconstructed.

Section 3. DAMAGE AND DESTRUCTION.

(a) Immediately after damage or destruction to all or any part of the Common Elements covered by insurance written in the Association's name, the Association or its duly authorized agent shall proceed with filing and adjustment of all claims arising under such insurance, and obtain reliable and detailed estimates of cost of repair or reconstruction of the damaged or destroyed Common Elements. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Elements to substantially the same condition in which they existed prior to the damage or destruction, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Elements shall be repaired or reconstructed unless at least seventy-five percent (75%) of all Co-owners, if General Common Elements, or at least seventy-five percent (75%) of all Co-owners in the Neighborhood, if Limited Common Elements are damaged, decide within sixty (60) days after such damage or destruction not to repair or reconstruct. If for any reason either the amount of insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of cost of repair or reconstruction, or both, are not made available to the Association within such period, then such period shall be extended until such funds or information are made available; provided, however, that such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in determination of whether such damage or destruction to General Common Elements or Limited Common Elements of a Neighborhood shall be repaired or reconstructed.

(c) If it is determined in the manner described above that the damage or destruction to the General Common Elements or the Limited Common Elements of any Neighborhood will not be repaired or reconstructed, and no alternative improvements are authorized, then and in that event the affected portion of the Common Elements shall be restored to its natural state, and maintained by the Association or the Neighborhood, as applicable, in a neat and attractive condition consistent with the Community-Wide Standard.

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Section 4. **DISBURSEMENT OF PROCEEDS.** If damage or destruction to Common Elements for which proceeds of insurance policies are paid is to be repaired or reconstructed, such proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association or the affected Neighborhood, as the case may be, and placed in a capital improvements account. If no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Co-owner(s) and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association or the affected Neighborhood, as the case may be, and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee. In no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Project unless all institutional holders of first mortgages on Units have given their prior written approval.

Section 5. **REPAIR AND RECONSTRUCTION.** If damage or destruction to the Common Elements for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Association shall, without the necessity of a vote of the Co-owners, levy a Special Assessment against all Co-owners on the same basis as provided for Base Assessments, provided, however, that, if such damage or destruction involves the Limited Common Elements of a Neighborhood, only Co-owners of Units in such Neighborhood shall be subject to assessment therefor. Additional Special Assessments may be made in like manner at any time during or following completion of any repair or reconstruction.

**ARTICLE V
RECONSTRUCTION OR REPAIR**

Section 1. **DAMAGED PROPERTY.** If any part of the Condominium Project is damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a Common Element, the property shall be rebuilt or repaired by the Association, unless it is determined as provided in Article IV, Section 3(b) that the damaged property shall not be repaired or replaced.

(b) If the damaged property is a Unit, a Limited Common Element appurtenant to a Unit, any improvements within a Unit or land lying below a Unit, then the Co-owner of such Unit shall alone determine whether to rebuild or repair the damaged property if such Co-owner (and not the Association) is to pay the costs thereof, subject, however, to such Co-owner's obtaining prior approval of the construction plans and specifications therefor as provided in Article VI, which approval shall not be unreasonably withheld, and subject to the right of any mortgagee or other Person having an interest in such property. Such Co-owner shall be responsible for the costs and supervision of any reconstruction or repair that he elects to make. Regardless, however, of whether such Co-owner elects to so engage in such repairs, such Co-owner shall always, at his expense, remove all debris and restore such Unit and improvements therein, the land lying below such Unit

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and the appurtenant Limited Common Elements to a clean, safe and sanitary condition that is satisfactory to the Association and in accordance with the provisions of Article VI as soon as reasonably possible following the occurrence of any damage thereto. Furthermore, each Co-owner shall always be accountable to the Association for any negligently caused damage to the Common Elements.

Section 2. SPECIFICATIONS FOR REPAIR. Any such rebuilding or repair by the Association shall be substantially in accordance with the Master Deed, and the plans and specifications, if any, for the Project, to a condition as comparable as possible to the condition of the Condominium Project existing prior to the damage unless the Co-owners shall decide otherwise. Any such rebuilding or repair which is the responsibility and expense of a Co-owner shall be in accordance with the terms and conditions of these Bylaws and as approved by the Board.

Section 3. EMINENT DOMAIN. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire Unit or the improvements within such Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by such Co-owner and mortgagee, they shall be divested of all interest in the Condominium Project. If 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 by the condemning authority to such Co-owner and his mortgagee, as their interests may appear.

(b) 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 fifty percent (50%) of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken, or to take such other action as they deem appropriate.

(c) If the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed 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, without the necessity of execution or specific approval thereof by any Co-owner.

(d) If any Unit or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any Unit.

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Section 4. "FHLMC" MORTGAGE. If any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then the Association shall give FHLMC written notice, at such address as it may from time to time direct, of any loss to or taking of the Common Elements if the loss or taking exceeds \$10,000.00 in amount.

Section 5. PRIORITY. Nothing contained in the Condominium Documents shall be construed to give any Co-owner or other Person priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of distribution to Co-owners of insurance proceeds or condemnation awards for losses to or taking of Condominium Units and/or Common Elements.

ARTICLE VI
ARCHITECTURAL CONTROL
AND BUILDING RESTRICTIONS

Architectural Standards

Nothing shall be erected on any Unit, and no construction, which term shall include within its definition staking, clearing, excavation, grading and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs, shall take place except in strict compliance with this Article, until the requirements below have been fully met and approval of the ACC has been obtained pursuant to Article VI, Section 1. The Association may establish reasonable fees to be charged by the ACC on the Association's behalf for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

This Article shall not apply to activities of the Developer, or to construction, improvements or modifications to the Common Elements by or on behalf of the Association.

The Association through the Board shall have authority and standing to enforce in courts of competent jurisdiction all ACC decisions. This Article may not be amended without the Developer's written consent during the Sales Period.

Section 1. GUIDELINES AND STANDARDS. The Condominium Project shall comply with the Concept Development Plan and Permit Conditions more particularly defined in Article III (i) of the Master Deed, as the same may be amended from time to time, and approved by Independence Township. The development guidelines contained in the Concept Development Plan and Permit Conditions shall be the minimum standards and requirements for guidelines promulgated by the ACC in establishing the Community-Wide Standard for the Project. The Developer and all Co-owners shall comply with the requirements of the Concept Development Plan and Permit Conditions as the same may be amended from time to time. The requirements and standards set forth in the Concept Development Plan and Permit Conditions are incorporated herein by reference and shall be part of the ACC's guidelines, and all decisions made by the ACC shall be made in compliance with the Concept Development Plan and Permit Conditions, including but not limited to requirements concerning setbacks, roads, wetlands, density and types of Units, landscaping, lighting, signs, perimeter buffers, historical resources, woodlands, irrigation, fencing, stormwater drainage systems and open space. The ACC guidelines shall permit the exterior of the residences to have masonry and/or cedar or other similar solid wood materials and no composite.

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recycled, pressed-board, aluminum or similar siding materials, such as T-111, may be used. The use of stone, stucco, sto, dryvit or vinyl may be approved on a case-by-case basis.

Section 2. ARCHITECTURAL CONTROL COMMITTEE. The ACC shall consist of at least three (3), but no more than five (5), individuals and shall have exclusive jurisdiction over (i) all original construction on any portion of the Condominium Project, and (ii) all modifications, additions or alterations made on or to Units and structures thereon. Until one hundred percent (100%) of the Condominium Project has been developed and conveyed to purchasers in the normal course of development and sale, the Developer retains the right to appoint all members of the ACC, who shall serve at the Developer's discretion. There shall be no surrender of such right prior to such time except in a written instrument in recordable form executed by the Developer. Upon expiration of such right, the Board shall appoint the members of the ACC, who shall serve and may be removed at the Board's discretion. The members of the ACC may include architects, engineers and other individuals who are not Co-owners.

The ACC shall prepare and, on the Board's behalf, promulgate design and development guidelines, and application and review procedures. Such guidelines may vary on a Neighborhood-by-Neighborhood basis as determined in the ACC's sole discretion. The guidelines and procedures for decisions of the ACC shall be in writing and given to each Co-owner. Such guidelines and procedures shall be the Association's, and the ACC shall have sole and full authority to prepare and amend them, provided notice of such change is given to all Co-owners. The Association shall make such guidelines and procedures available to Co-owners, builders and developers that seek to engage in operations within the ACC's areas of responsibility and practice, and such Co-owners, builders and developers shall conduct their operations strictly in accordance therewith. If the ACC fails to approve or disapprove plans submitted to it, or request additional information reasonably required, within forty-five (45) days after submission thereof, the plans shall be deemed approved.

Section 3. INTERIOR DECORATING. Nothing contained herein shall be construed to limit the right of any Co-owner to remodel the interior of any structure or a Unit, or to paint the interior of any such structure any color desired; provided, however, that modifications or alterations to the interior of screened porches, patios and similar portions of a structure visible from outside such structure shall be subject to approval hereunder.

Section 4. NO WAIVER OF FUTURE APPROVALS. The ACC's approval of any proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the ACC's approval and consent, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatsoever subsequently or additionally submitted for approval or consent.

Section 5. VARIANCE. The ACC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations, require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique

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circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth herein, or (iii) estop the ACC from denying a variance in other circumstances. For purposes of this Section, inability to obtain approval of any governmental agency or issuance of any permit, terms of any financing or initiation of work without the required ACC approval shall not be considered hardships warranting a variance. Any variance granted by the ACC hereunder shall not negate the need to obtain any variances from any governmental agency required by law or ordinance. Furthermore, no variance granted hereunder shall circumvent or contravene the provisions of the Concept Development Plan and Permit Conditions.

Section 6. COMPLIANCE WITH GUIDELINES. Any contractor, subcontractor, agent, employee or other invitee of an Co-owner that fails to comply with the guidelines and procedures promulgated by the ACC may be excluded from the Condominium Project by the Board without liability to any Person, subject to the notice and hearing procedures of the Association.

ARTICLE VII
RESTRICTIONS

Use Restrictions

The Condominium Project shall be used only for residential, recreational and related purposes (which may include, without limitation, offices for any property manager retained by the Association, or business offices for the Developer or the Association) as more particularly set forth herein. Any Amendments to the Master Deed or these Bylaws may impose on any Neighborhood stricter standards than those contained in this Article. The Association, acting through the Board, shall have standing and power to enforce such standards.

The Association, acting through the Board, shall have authority to make and enforce standards and restrictions governing use of the Common Elements, in addition to those contained herein, and to impose reasonable user fees for use of Common Element facilities. Such standards, restrictions and user fees shall be binding upon all Co-owners and occupants until and unless overruled, cancelled or modified at a regular or special meeting of the Association by a majority vote of the Co-owners and by the Developer during the Sales Period.

Section 1. SIGNS. No sign of any kind shall be erected within the Condominium Project without the ACC's prior approval, except entry and directional signs installed by the Developer, and such signs as may be required by legal proceedings. If permission is granted to any Person to erect a sign within the Condominium Project, the ACC reserves the right to restrict the size, color, lettering and placement of such sign. The Board and the Developer shall have the right to erect signs as they, in their discretion, deem appropriate. Notwithstanding the above, no signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Condominium Project shall be permitted within the Condominium Project.

Section 2. PARKING AND PROHIBITED VEHICLES.

(a) Parking. Vehicles shall be parked only in garages or driveways, if any, serving the Units, or in appropriate spaces or designated areas, in which parking may or may not be assigned, and then subject to such reasonable Rules and Regulations as the Board, or any Neighborhood having concurrent

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jurisdiction over parking areas within such Neighborhood, may adopt. Each Unit shall have off-street parking for two (2) vehicles in addition to any garage. Garages shall be used for parking of vehicles, and no other use or modification thereof shall be permitted that would reduce the number of vehicles that may be parked therein below the number for which the garage was originally designed. The Developer and/or the Association may designate certain on-street parking areas for visitors or guests, subject to reasonable rules. In addition, pursuant to the Concept Development Plan and Permit Conditions, parking is prohibited on Community Drive and permitted on only one side of other roads within the Project. Appropriate signs setting forth such parking restrictions shall be located along roads in the Project.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-quarters of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other water craft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or the Neighborhood having jurisdiction over parking areas within a particular Neighborhood. Stored vehicles, and vehicles that are either inoperable or do not have current operating licenses, shall not be permitted in the Condominium Project except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin, and remains on blocks or so covered for fourteen (14) consecutive days without the ACC's prior approval. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Condominium Project for such period of time as is reasonably necessary to provide service or make a delivery to a Unit or the Common Elements. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with Article III, Section 22, of the Association Bylaws.

Section 3. OCCUPANTS BOUND. All provisions of the Condominium Documents, and any Rules and Regulations promulgated pursuant thereto, that govern Co-owners' conduct and provide for sanctions against Co-owners shall also apply to all occupants, guests and invitees of any Unit. Every Co-owner shall cause all occupants of such Co-owner's Unit to comply with the Condominium Documents, and any Rules and Regulations promulgated pursuant thereto, and shall be responsible for all violations and losses to the Common Elements caused by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any violation of the Condominium Documents, and any Rules and Regulations promulgated pursuant thereto.

Section 4. ANIMALS AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Condominium Project, except that dogs, cats, or other usual and common household pets, not to exceed a total of two (2), may be permitted on a Unit. However, pets that are permitted to roam free or, in the Board's sole discretion, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to Co-owners of other Units or the owner of any portion of the Condominium Project, shall be removed from the Condominium Project upon the Board's request; and if the Co-owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs shall at all times whenever they are

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outside a residence be confined by a fence or on a leash held by a responsible individual.

Section 5. **QUIET ENJOYMENT.** No portion of the Condominium Project shall be used, in whole or part, for storage of any property or thing that will cause it to appear to be in an unclean or untidy condition, or will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Condominium Project that will emit foul or obnoxious odor, or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Condominium Project. There shall not be maintained any plants, animals, device or thing of any sort in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy enjoyment of the Condominium Project. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Condominium Project.

Section 6. **UNSIGHTLY OR UNKEMPT CONDITIONS.** It shall be the responsibility of each Co-owner to prevent development of any unclean, unhealthy, unsightly or unkempt condition on his Unit. Pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly or unkempt conditions shall not be undertaken on any part of the Condominium Project.

Section 7. **ANTENNAE.** No exterior antennae, aerials, satellite dishes or other apparatus for reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Condominium Project, including any Unit, without the ACC's prior approval. Notwithstanding this, the Developer, its nominees, successors or assigns, shall have the right, without obligation, to erect an aerial or satellite dish, or install other apparatus, for a master antenna or cable system for the benefit of all or a portion of the Condominium Project.

Section 8. **CLOTHESLINES, GARBAGE CANS, TANKS, ETC.** All clotheslines, garbage cans, above-ground storage tanks, mechanical equipment and other similar items on a Unit shall be located or screened so as to be concealed from view of neighboring Units, streets and property located adjacent to such Unit. All rubbish, trash and garbage shall be stored in appropriate containers approved by the ACC pursuant to Article VI, shall regularly be removed from the Condominium Project and shall not be allowed to accumulate.

Section 9. **TIME SHARING.** No Unit shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of such Unit rotates among members of the program on a fixed or floating time schedule over a period of years.

Section 10. **FIREARMS** Discharge of firearms within the Condominium Project is prohibited. The term "firearms" includes bows and arrows, slingshots, "BB" guns, pellet guns and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained in the Condominium Documents, the Association shall not be obligated to take action to enforce this Section.

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Section 11. POOLS. No above-ground swimming pool shall be erected, constructed or installed on any Unit, provided, however, that nothing herein shall preclude installation and use of hot tubs, spas, Jacuzzis or any similar apparatus with the ACC's prior approval pursuant to Article VI.

Section 12. IRRIGATION. All sprinkler and irrigation systems shall be subject to the ACC's approval in accordance with Article VI, provided, however, that this Section shall not apply to the Developer and may not be amended without the Developer's written consent during the Sales Period.

Section 13. TENTS, TRAILERS AND TEMPORARY STRUCTURES. Except as may be permitted by the Developer or the ACC during initial construction within the Condominium Project, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or the Common Elements. Notwithstanding the above, party tents or similar temporary structures may be erected for special events with the ACC's prior written approval.

Section 14. DRAINAGE. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than the Developer may obstruct or rechannel drainage flows after location and installation of drainage swales, storm sewers or storm drains. The Developer hereby reserves for itself and the Association a perpetual easement across the Condominium Project for the purpose of altering drainage and water flow.

Section 15. TREE REMOVAL. No trees shall be removed, except diseased or dead trees, and trees needing to be removed to promote growth of other trees or for safety reasons, unless approved by the ACC in accordance with Article VI. In the event of an intentional or unintentional violation of this Section, the violator may be required by the ACC to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as the ACC may determine in its sole discretion. Pursuant to the Concept Development Plan and Permit Conditions, no trees or other vegetation shall be removed from the thirty (30) foot perimeter buffer along all external boundaries of the Project, which is to be maintained in its natural state and/or supplemented with additional landscape plantings.

Section 16. SIGHT DISTANCE AT INTERSECTIONS. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 17. UTILITY LINES. No overhead utility lines, including lines for cable television, shall be permitted within the Condominium Project, except temporary lines required during construction, and high voltage lines if required by law or for safety purposes.

Section 18. AIR CONDITIONING UNITS. Except as may be permitted by the ACC, no window air conditioning Unit may be installed in any structure located on any Unit.

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Section 19. LIGHTING. Except for seasonal decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved by the ACC in accordance with Article VI.

Section 20. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE AND SIMILAR ITEMS. No artificial vegetation shall be permitted in the Condominium Project. Exterior sculpture, fountains, flags and similar items must be approved by the ACC in accordance with Article VI.

Section 21. ENERGY CONSERVATION EQUIPMENT. No solar energy collector panels or attendant hardware, or other energy conservation equipment, shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the ACC's sole discretion pursuant to Article VI.

Section 22. WETLANDS, LAKES AND WATER BODIES. All wetlands, lakes, ponds and streams within the Condominium Project, if any, shall be aesthetic amenities, and no active use thereof, including, without limitation, fishing, swimming, boating, playing or use of personal flotation devices, shall be permitted without the Board's prior approval. The Association shall not be responsible for any loss, damage or injury to any Person or property arising out of authorized or unauthorized use of lakes, ponds or streams within the Condominium Project. No docks, piers or other structures shall be constructed on or over any body of water within the Condominium Project, except such as may be constructed by the Developer or the Association. All development by the Association or individual Co-owners shall respect the wetland setback requirements of twenty-five (25) feet for side yards and fifty (50) feet for rear yards unless a variance from such setbacks is granted by the Independence Township Planning Commission. Any variances shall be noted on the Condominium Subdivision Plan.

Section 23. PLAYGROUND. Any playground, or other play area or equipment, furnished by the Association or erected within the Condominium Project shall be used at the user's risk, and the Association shall not be held liable to any Person for any claim, damage or injury occurring thereon or related to use thereof. No playground equipment, tree houses or similar structures shall be erected on any Unit without the ACC's prior approval pursuant to Article VI.

Section 24. FENCES. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved by the ACC in accordance with Article VI.

Section 25. BUSINESS USE. No garage sale, moving sale, rummage sale or similar activity, and no trade or business, may be conducted on or from any Unit, except that a Co-owner or occupant may conduct business activities within the residence on a Unit so long as (i) existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside such residence, (ii) the business activity conforms to all local regulatory and zoning requirements applicable to the Condominium Project and/or the Co-owners, (iii) the business activity does not involve Persons coming onto the Condominium Project who do not reside in the Condominium Project or door-to-door solicitation of residents of the Condominium Project, and (iv) the business activity is consistent with the residential character of the Condominium Project, and does not constitute a

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nuisance, or a hazardous or offensive use, or threaten security or safety of other residents of the Project, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves provision of goods or services to Persons other than the provider's family, and for which the provider receives a fee, compensation or other form of consideration, regardless whether (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required therefor. Notwithstanding the above, leasing of a Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Developer, its affiliates or a builder approved by the Developer with respect to its development and sale of the Condominium Project.

Section 26. ON-SITE FUEL STORAGE. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Condominium Project except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes, and operation of lawn mowers, and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 27. EMERGENCY AND CONSTRUCTION ACCESS. The Association shall keep designated emergency access to Ranch Road, Clintonville Road and Waldon Road in accordance with specifications from Independence Township. Construction access to the Project shall be restricted to Clintonville and Waldon Roads.

Section 28. OPEN SPACE. The Condominium Project has been designed to take advantage of the natural features and beauty of the property and to preserve them by creating open space which shall be preserved by conservation easements. Improvements to the open space will be limited in order to preserve the natural drainage courses, wetland areas, existing trees and other physical features in their natural condition.

Section 29. LEASING OF UNITS.

(a) Definition. "Leasing," for purposes hereof, is defined as regular, exclusive occupancy of all or any portion of a Unit by any person other than the Co-owner thereof, for which such Co-owner receives any consideration or benefit, including, but not limited to, a fee, service charge, gratuity or emolument.

(b) Leasing Provisions.

(i) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless the Board's prior written approval is obtained. No transient tenants may be accommodated on a Unit. All leases shall be in writing and shall be for an initial term of no less than one (1) year, except with the Board's prior written consent. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Co-owner within ten (10) days of execution of the lease. Such Co-owner must make

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available to the lessee copies of the Condominium Documents. The Board may adopt reasonable rules regulating leasing and subleasing.

(ii) Compliance with his Condominium Documents. Every Co-owner shall cause all occupants of his Unit to comply with the Condominium Documents, and shall be responsible for all violations and losses to the Common Elements caused by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any violation of the Condominium Documents.

Section 30. LAWS AND ORDINANCES Every Co-owner and occupant of any Unit, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Condominium Project, and any violation thereof may be considered a violation hereof; provided, however, that the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 31. DEVELOPER ACTIVITIES. None of the restrictions contained in this Article VII shall apply to the commercial activities, or signs or billboards, if any, of the Developer during the Sales Period. Until all condominium Units in the entire Condominium Project are sold by the Developer, the Developer shall have the right to maintain a sales office, a business office, model residences, storage areas, and reasonable parking incident to the foregoing, and such access to, from and over the Project, as may be reasonable to facilitate the development and sale of the entire Project by the Developer. The Developer shall pay all costs related to the use of Condominium Units or Common Elements while owned by the Developer, and restore the facilities to habitable status upon termination of use.

ARTICLE VIII
MORTGAGES

Section 1. NOTICE BY CO-OWNER. 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 Condominium Units". The Association may, at the written request of a mortgagee of any Condominium Unit, report any unpaid assessments due from the Co-owner of such condominium Unit. The Association shall give to the holder of any first mortgage covering any Unit 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.

Section 2. NOTICE BY ASSOCIATION. The Association shall, if requested, notify each mortgagee appearing in such book of the name of each company insuring the Common Elements against fire, perils covered by extended coverage, and vandalism and malicious mischief, and the amounts of such coverage.

ARTICLE IX
COMPLIANCE

The Association, and all present or future Co-owners, tenants or 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

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upon the Condominium Project, shall signify that the Condominium Documents are accepted and ratified. If the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE X
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 XI
REMEDIES FOR DEFAULT

Section 1. RELIEF. Any default by a Co-owner shall entitle the Association or any other Co-owner to the following relief:

(a) Failure to comply with any term or provision of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessments) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner.

(b) 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 such 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.

(c) Violation of any provision of the Condominium Documents shall also give the Association or its duly authorized agents, in addition to the rights set forth above, the right to enter upon the Common Elements, or 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.

Section 2. FAILURE TO ENFORCE. Failure of the Association or any Co-owner to enforce any right, provision, covenant or condition granted by the Condominium Documents shall not constitute a waiver of the right of the Association or such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. CUMULATIVE RIGHTS, REMEDIES AND PRIVILEGES. All rights, remedies and privileges granted to the Association or any Co-owner pursuant to the Condominium Documents shall be deemed to be cumulative, and exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the Person thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such Person at law or in equity.

Section 4. ENFORCEMENT; INJUNCTIVE RELIEF. A Co-owner may maintain an action against the Association, and its officers and directors, to compel

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such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XII
GENERAL PROVISIONS

Section 1. SEVERABILITY. Invalidation of any provision hereof by judgment or court order shall in no way affect the other provisions, which shall remain in full force and effect. If any term, provision or covenant of these Bylaws or the Condominium Documents is held to be particularly 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 term, provision or covenant held to be partially invalid or unenforceable.

Section 2. USE OF NAME "OAKHURST". No Person shall use the name "OAKHURST" or any derivative thereof in any printed or promotional material without the Developer's prior written consent. However, Co-owners may use the name "OAKHURST" in printed or promotional matter where such name is used solely to specify that particular property is located within OAKHURST, and the Association shall be entitled to use the name "OAKHURST" in its name.

Section 3 SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it otherwise might be. NEITHER THE ASSOCIATION, THE DEVELOPER NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROJECT, AND NEITHER THE ASSOCIATION, THE DEVELOPER NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL CO-OWNERS AND OCCUPANTS OF ANY UNIT, AND TENANTS, GUESTS AND INVITEES OF ANY CO-OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, THE BOARD, THE DEVELOPER, ANY SUCCESSOR DEVELOPER AND THE ACC DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DEVELOPER OR THE ACC MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURE UNDERTAKEN, WITHIN THE CONDOMINIUM PROJECT, WILL PROVIDE THE DETECTION OR PROTECTION FOR WHICH SUCH SYSTEM IS DESIGNED OR INTENDED. EACH CO-OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF A CO-OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD, THE ACC, THE DEVELOPER OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS, AND THAT EACH CO-OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF A CO-OWNER, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, UNITS AND CONTENTS OF UNITS, AND FURTHER

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ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD, THE ACC, THE DEVELOPER OR ANY SUCCESSOR DEVELOPER HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY CO-OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURE UNDERTAKEN, WITHIN THE CONDOMINIUM PROJECT.

Section 4. NOTICE OF SALE OR TRANSFER OF TITLE. If any Co-owner desires to sell or otherwise transfer title to his Unit, such Co-owner shall give the Board at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such sale or transfer of title, and such other information as the Board may reasonably require. Until such written notice is received by the Board, the transferor shall continue to be jointly and severally responsible for all obligations of the Co-owner of such Unit hereunder, including payment of assessments, notwithstanding transfer of title to such Unit.

ARTICLE XIII
CLUB

Section 1. GENERAL. Neither membership in the Association, nor ownership or occupancy of a Unit, shall confer any ownership interest in or right to use the Club. Rights to use the Club will be granted only to such Persons, and on such terms and conditions, as may be determined from time to time by the Club. The Club shall have the right, from time to time, in its sole and absolute discretion, and without notice, to amend or waive the terms and conditions of use of the Club, including, without limitation, eligibility for and duration of use rights, categories of use, extent of use privileges and number of users, and shall also have the right to reserve use rights and terminate use rights altogether.

Section 2. CONVEYANCE OF CLUB. All Persons, including all Co-owners, are hereby advised that no representations or warranties have been or are made by the Developer or any other Person with regard to continuing ownership or operation of the Club, and no purported representation or warranty in such regard either written or oral, shall ever be effective without an amendment hereto executed or joined into by the Developer. Further, ownership or operational duties as to the Club may change at any time, and from time to time, by virtue of, but without limitation, (i) sale of the Club to, or assumption of operation of the Club by, an independent Person, (ii) conversion of the Club's membership structure to an "equity" club or similar arrangement whereby the Club's members, or an entity owned or controlled thereby, become the Club's owner(s) and/or operators, or (iii) conveyance, pursuant to contract, option or otherwise, of the Club to one or more affiliates, shareholders, employees or independent contractors of the Developer. As to any of the foregoing or any other alternative, no consent of the Association, any Neighborhood or any Co-owner shall be required to effectuate such transfer. Notwithstanding the above, under no circumstances shall the Club be conveyed to the Association, and no Co-owner shall have any right or interest in the Club by virtue of ownership or occupancy of a Unit.

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Section 3. **RIGHTS OF ACCESS AND PARKING.** The Club and its members (regardless whether such members are Co-owners), their guests and invitees, and the Club's employees, agents, contractors and designees, shall at all times have a right, and nonexclusive easement of access and use, over all roadways located within the Condominium Project reasonably necessary to travel to and from the entrance to the Condominium Project to and from the Club, and, further, over those portions of the Condominium Project reasonably necessary for the operation, maintenance, repair and replacement of the Club. Without limiting the generality of the foregoing, the Club's members and permitted members of the public shall have the right to park their vehicles on the roadways located within the Condominium Project at reasonable times, subject to the Condominium Documents, before, during and after golf tournaments and other similar functions held by or at the Club.

Section 4. **ASSESSMENTS.** The Club shall not be obligated to pay assessments to the Association. However, the Association may enter into a contractual arrangement or other covenant to share costs with the Club whereby the Club will contribute funds for, among other things, a higher level of Common Elements maintenance.

Section 5. **ARCHITECTURAL CONTROL.** Neither the Association, the ACC or any Neighborhood Association, or any board thereof, shall approve or permit any construction, addition, alteration, change or installation on or to any Unit adjacent to the Club property, without giving the Club at least fifteen (15) days' prior notice of its intent to approve or permit the same, together with copies of the request therefor, and all other documents and information finally submitted in such regard. The Club shall then have fifteen (15) days to submit its comments on the proposal in writing to the appropriate body, which shall consider but not be bound by such comments. The Club's failure to respond to the aforesaid notice within such fifteen (15) day period shall constitute a waiver of the Club's right to comment on the matter so submitted. Notwithstanding any comments submitted by the Club to the appropriate body, any decision thereafter by such body shall be final. This Section shall also apply to any work on the Common Elements hereunder.

Section 6. **LIMITATIONS ON AMENDMENTS.** In recognition of the fact that the provisions of this Article are for the Club's benefit, no amendment to this Article, and no amendment in derogation of this Article to any other provision hereof, may be made without written approval thereof by the Club. The foregoing shall not apply, however, to amendments made by the Developer.

Section 7. **JURISDICTION AND COOPERATION.** It is the Developer's intention that the Association and the Club shall cooperate to the maximum extent possible in the operation of the Condominium Project and the Club. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the design guidelines established by the ACC pursuant to Article VI. The Association shall have no power to promulgate Rules and Regulations affecting activities on or use of the Club without the Club's prior written consent.

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