Keatington New Town
CONDOMINIUM

FOURTH AMENDMENT TO THE MASTER DEED
AMENDED AND RESTATED BYLAWS
Recorded December 8, 2006

Keatington New Town Association
A Michigan Non-profit Corporation

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RUTH JOHNSON, CLERK/REGISTER OF DEEDS

KEATINGTON NEW TOWN CONDOMINIUM

Oakland County Condominium Subdivision Plan No. 52

FOURTH AMENDMENT TO THE MASTER DEED

Keatington New Town Association, a Michigan non-profit corporation, whose address is 2957 Rockford Court, Lake Orion, MI 48360, ATTN: Tina L. Stenborg (herein, referred to as the "Association"), is the "association of co-owners" organized pursuant to the Condominium Act, being Act 59 of the 1978 Public Acts of Michigan as amended, (herein, referred to as the "Act"), to administer Keatington New Town Condominium, Oakland County Condominium Subdivision Plan No. 52 (herein, referred to as the "Condominium" or "Project"), a residential condominium established by the recording of its Master Deed in Liber 5798, Pages 864 - 860, inclusive, Oakland County Records, as amended by First Amendment to Master Deed recorded at Liber 6102, Pages 200 - 201, inclusive, as amended by Second Amendment to Master Deed recorded at Liber 5991, Pages 705 - 707, inclusive, as amended by Third Amendment to Master Deed recorded at Liber 9417, Pages 637 - 638, inclusive. The Condominium Premises affected by this Fourth Amendment to Master Deed are described in the Master Deed as:

> Part of the N ½ of Section 29, T 4 N, R 10 E, Orion Township, Oakland County, Michigan, described as commencing at the N 1/4 corner of said Section 29, thence along the North section line and the centerline of Waldon Road due East 439.00 feet; thence due South 60.00 feet to the point of beginning; thence due South 100.00 feet; thence 314.16 feet along a circular curve to the left (having a central angle of 180° 00' 00", a radius of 100.00 feet and a chord bearing due East 200.00 feet); Thence due North 100.00 feet to the south right-of-way of Waldon Road (120 feet wide); Thence along said South right-of-way line due East 702.23 feet; thence S 0° 29' 35" E 962.42 feet; thence N 89° 40' 50" W 1346.62 feet to a point of intersection with the N-S 1/4 line of said Section 29; Thence S 89° 59' 10" W 326.48 feet; Thence N 0° 29' 10" W 954.38 feet to the South right-of-way line of Waldon Road (120 feet wide); thence along said South right-of-way line N 89° 53' 37" E 331.84 feet; thence continuing along said South right-of-way line due East 438.83 feet to the point of beginning. Containing 35.967 acres.

The Co-owners, in the manner set forth below, have expressed their desire to amend the Master Deed in order to state that the cost for maintenance, repair and replacement of certain windows and doors in apartment perimeter walls shall be borne by the co-owner of the apartment. In accordance with the requirements of Section 90 and Section 90a of the Condominium Act, being respectively MCL 559.190 and MCL 559.190a, the Association is authorized to make and record this Fourth Amendment to the Master Deed

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by the affirmative vote of more than sixty-six and two-thirds percent (66-2/3%) of the Co-owners who are entitled to vote and the consent of more than sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of Condominium Units. The necessary approvals and consents are contained in the books and records of the Association located at the address of the Association, as aforesaid.

Accordingly, on Dec 8, 2006, the Association hereby amends the Master Deed in the following respects:

1. Article IV, Paragraph C, as set forth below, shall, upon the recordation of this Fourth Amendment to the Master Deed in the office of the Oakland County Register of Deeds, replace and supersede Article IV, Paragraph C of the Master Deed of Keatington New Town Condominium (Exhibit "A" to the Amended Master Deed):

"

ARTICLE IV
COMMON ELEMENTS

C. The cost of maintenance, repair and replacement of each compressor referred to in paragraph B (5), and of each window and door in an apartment perimeter wall, as referred to in paragraph B (4), shall be borne by the co-owner of the apartment which, each such compressor, window or door services.

The costs of maintenance, repair and replacement of all other general and limited common elements described above shall be borne by the Association, except that the costs of decoration and maintenance (but not repair or replacement, except in cases of co-owner fault) of all limited common elements referred to in subparagraphs B (1), B (3) and, except as otherwise provided above, B (4) shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant.

No co-owner shall use his apartment or the common elements in any manner inconsistent with the purposes of the project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his apartment or the common elements."

2. The Amended and Restated Condominium Bylaws (Exhibit "A" to the Master Deed) and the Amended Corporate Bylaws shall be combined, amended and fully restated in the form of the Amended and Restated Bylaws attached as "Exhibit A" hereto that is designated "Exhibit A" to the Master Deed as amended.

3. Except as provided above, the Master Deed of Keatington New Town Association

shall remain unchanged and unaffected by this Fourth Amendment to Master Deed, and is hereby reaffirmed.

KEATINGTON NEW TOWN ASSOCIATION
A Michigan Nonprofit Corporation

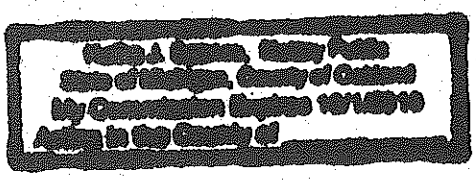
By: _____
Tina L. Stenborg
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 4th day of December, 2006, the foregoing Fourth Amendment to Master Deed was acknowledged before me by Tina L. Stenborg, the President of Keatington New Town Association, a Michigan Nonprofit Corporation, on behalf of said corporation.

_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Fourth Amendment to Master Deed
Drafted by and when Recorded Return to:
David S. Keast, Esq.
MEISNER & ASSOCIATES, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506
(248) 644-4433



KEATINGTON NEW TOWN CONDOMINIUM

Oakland County Condominium Subdivision Plan No. 52

AMENDED AND RESTATED BYLAWS
(EXHIBIT "A" TO THE MASTER DEED)

ARTICLE I
ASSOCIATION OF CO-OWNERS

KEATINGTON NEW TOWN CONDOMINIUM, a residential condominium located in the Township of Orion, County of Oakland, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit 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, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Bylaws provided for under the Michigan Nonprofit Corporation Act, and these Bylaws are intended to supersede and replace both aforedescribed sets of Bylaws. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. 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 the Co-owner's Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authority and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of

Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of any change in the monthly payment which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted.

An adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve fund shall be used for major repairs and replacements of Common Elements. The Board of Directors may establish other reserve funds as it deems appropriate from time to time.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Seven Thousand Five Hundred Dollars ($7,500.00), in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to (and not repair or replacement of) the Common Elements of an aggregate cost exceeding Seven Thousand Five Hundred Dollars ($7,500.00) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of the Co-owners entitled to vote as of the record date for that vote. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners equally without increase or decrease for the existence of any rights to

the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration, as may be determined in the sole discretion of the Board of Directors, which benefit less than all of the Units in the Condominium may be specially assessed against the Unit or Units so benefitted and shall be allocated to the benefitted Unit or Units.

Annual assessments as determined in accordance with Article II, Section 2(a) above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. 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. A late charge in the amount of Twenty Dollars ($20.00), or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association in each month that an assessment remains in default at the close of business on the fifteenth (15th) day of that month, or, if the fifteenth (15th) day of that month is a legal holiday or falls on a weekend, then at the close of business on the last day prior to the fifteenth (15th) day of that month that is not a legal holiday and does not fall on a weekend. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against accrued interest, late charges, attorneys' fees and all other expenses of collection, and thereafter against assessments in order of oldest delinquency.

Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments (including accrued interest, late charges and costs of collection and enforcement of payment) pertinent to the Co-owner's Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including accrued interest, late charges and costs of collection and enforcement of payment) pertinent to the Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit.

Section 4. Waiver of Use or Abandonment of Unit; Uncompleted Repair Work. No Co-owner may exempt himself or herself from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of the Co-owner's Unit, or because of uncompleted repair work, or the failure of the Association to provide services and/or management to the Condominium or to the Co-owner.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment and/or by foreclosure of the statutory lien that secures payment of assessments, in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner.

Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner who acquires title to a Unit acknowledges that at the time of acquiring title to the Co-owner's Unit, the Co-owner was notified of the provisions of this Section and that the Co-owner voluntarily, intelligently and knowingly waived notice

of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his/her or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional or a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. In the case of a contemplated foreclosure, either judicial or by advertisement, such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of accrued interest, late charges, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

The expenses incurred in collecting unpaid assessments, including accrued interest, late charges, actual attorneys' fees (not limited to statutory fees) and all other expenses of collection, and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable and secured by the lien on the Co-owner's Unit. In the event of a foreclosure sale by the Association, the Co-owner shall be also liable for assessments chargeable to the foreclosed Unit that become due before the expiration of the redemption period. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements, shall not be entitled to vote at any meeting of the Association or sign any petition for any purpose prescribed by the Condominium Documents or by law, and shall not be entitled to run for election or serve as a director or be appointed or serve as an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from the Co-owner's Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under such Co-owner as provided by the Act.

Section 6. Liability of Mortgagee. Any other provision of the Condominium Documents notwithstanding, if the holder of any first mortgage of record covering a Unit, or any other purchaser, obtains title to the Unit as a result of foreclosure of the first mortgage, or by deed (or assignment) in lieu of foreclosure, then such person, its successors and assigns, shall take the property free of any claims for unpaid assessments or charges against the Unit which accrued prior to the acquisition of title by such person (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit, and except for assessments that have priority over the first mortgage under Section 108 of the Act).

Section 7. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 8. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 9. Construction Lien. A construction lien arising under the Construction Lien Act, No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act, as amended.

Section 10. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of all unpaid Association assessments, whether annual, additional or special, accrued interest, late charges, fines and attorneys' fees, costs and other expenses of collection, together with any advances made by the Association to pay taxes or other liens in order to protect the Association's lien. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of all such amounts as may exist, or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render all unpaid assessments, together with accrued interest, late charges, fines and attorneys' fees, costs and other expenses of collection, together with any advances made by the Association to pay taxes or other liens in order to protect the Association's lien, and the lien securing same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments, accrued interest, late charges, fines and attorneys' fees, costs and other expenses of collection, together with advances made by the Association for taxes or other liens to protect its lien, constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims, except real property taxes and a first mortgage of record having priority. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

ARTICLE III
ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. 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. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Courts.

ARTICLE IV
INSURANCE

Section 1. Association Insurance. The Association shall both obtain and continuously maintain in effect a standard insurance policy covering "all risks" of direct physical loss which are commonly insured against by condominium associations, including, among other things, fire and extended coverage, vandalism and malicious mischief, host liability, liability (including medical payments) for death, bodily injury, medical payments and property damage and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements. The Association also shall carry: (i) fidelity bond coverage as provided in Article X, Section 16, below; (ii) directors' and officers' liability coverage as provided in Article XIII, Section 2, below; and (iii) such other insurance, if any, as the Board of Directors from time to time deems advisable. The Co-owners are advised that the Association's coverage is not intended to be comprehensive as to all risks and portions of the Condominium Premises, including, without limitation, the Units and Limited Common Elements, that the Co-owners are responsible to maintain, repair or replace, and, consequently, each Co-owner shall obtain and continuously maintain in effect additional coverages, as outlined in Section 2 of this Article. All insurance policies purchased by the Association shall be carried and administered in accordance with the following provisions:

(a) In General. The Association shall purchase all such insurance for the benefit of the Association, the co-owners and the mortgagees, as their interests appear, and provision shall be made for the issuance of certificates of endorsement to the mortgagees of Units. Each such insurance policy shall, insofar as applicable, provide that:

(i) each Co-owner (and the Co-owners, collectively, as a group) is an insured person under the policy with respect to liability arising out of his interest in the common elements or membership in the Association;

(ii) the insurer waives its right to subrogation under the policy against any Co-owner and against any member of his household that resides in the Unit;

(iii) no act or omission of any Co-owner, unless within the scope of his authority as agent acting on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(iv) if, at the time of loss under the policy, there exists in the name of a Co-owner other insurance covering the same risk as is covered by the policy, the Association's policy shall be deemed primary insurance to the extent, only, so provided in Section 3 of this Article IV; and

(v) insurance proceeds shall be disbursed, first, for repairs or restoration of the damaged property, unless and except as the:

(A) Condominium is terminated;

(B) Co-owners and mortgagees vote not to re-build or repair in accordance with Article V, Section 1 of these Bylaws; or

(C) repair or replacement would be illegal under any state or local health or safety statute or ordinance.

(b) Casualty Insurance. All Common Elements that the Association is responsible to repair and replace, and all standard features of the Units (unless the Board of Directors shall have proposed and sixty-six and two-thirds percent (66-2/3%) of the Co-owners have approved that such coverage be limited to "bare walls"), shall be insured against fire and the other perils covered by a standard extended coverage endorsement in an aggregate amount that is equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors in consultation with the Association's insurance carrier and/or its representatives, giving consideration to prevailing insurance market conditions and commonly employed methods for the reasonable determination of replacement costs. All such insurance may be subject to such deductible amounts as the Board from time to time determines to be prudent and consistent with requirements of the secondary mortgage market. At the election of the Board, such coverage also may include: (i) "additions and betterments", as defined in Section 2(c) below; and/or (ii) Unit interior walls, floors and ceilings, but only to the extent such interior walls, floors and ceilings: (A) are structural, load-bearing or otherwise necessary

to the support of the building in which the Unit is contained; or (B) contain General Common Element pipes, wires, conduits and/or ducts. All such coverage shall:

(i) be effected upon an agreed amount basis for the entire Condominium, with appropriate inflation riders in order that no co-insurance provision may be invoked with the result that the sum of loss payments plus the deductible will be reduced below the actual amount of any loss (except in the unlikely event of total Condominium destruction, if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement); and,

(ii) include endorsement(s) for any Association additional costs incurred to:

(A) upgrade a damaged common element structure in compliance with then-applicable building codes; and

(B) if determined by the Association's legal advisor that it is required by any law or ordinance applicable at the time of insurance policy purchase or renewal, demolish and re-construct any partially-damaged common element structure, the undamaged portion of which is required by such law or ordinance to be demolished.

Whenever used in these Bylaws, the "standard features" of a Unit means and includes: (i) all of the structural, attendant and related building materials which are required to establish a structure for the Unit at the points and surfaces where it begins, including, without limitation, the foundations; basement floor, if any; basement walls, if any; drywall; joists and other structural elements between floors; and the ceiling of the uppermost floor; (ii) all fixtures, equipment and decorative trim items which were included as standard features within the Unit, or were installed within the interior surface of any main wall, at the time of the Unit's initial retail sale and occupancy as a dwelling, as evidenced by any plans and specifications filed by the Developer with the municipality and/or by such other or additional reliable physical or written evidence thereof as may exist, such items to include, as applicable, without limitation, bathroom and kitchen fixtures; counter tops; built-in cabinets; finished carpentry; electrical and plumbing conduits; tile; lighting fixtures; and interior doors, door jams and associated hardware, but specifically to exclude all appliances, electrical fixtures, water heaters, heating and air conditioning equipment, wall coverings, window treatments and floor coverings; and (iii) such additional, different or upgraded materials, if any, as the Board from time to time declares, by regulation or resolution, to be "standard features" of all Units of the same model style and type. Should the Board fail to publish such specifications, the "standard features" of each Unit shall be determined by reference to provisions (i) and (ii) above, only, and the original installations, allowing, however, for reasonable changes in components and methods of construction, assembly and finish with the passage of time. Unless otherwise specified by the Board in accordance with (iii) above, the "standard features" of a Unit shall not include items installed in addition to or, to the extent, if any, that the replacement cost will exceed in real dollars the cost of a standard feature, any upgrade of or replacement for the standard feature which has been installed, regardless whether any such addition, upgrade or replacement was installed by the Developer or by a subsequent Co-owner of the Unit.

(c) Optional Umbrella Insurance. The Association may purchase an umbrella insurance policy covering any risk that was not covered due to lapse or failure to procure and, if it does so, the cost shall be an expense of administration.

(d) Insurance Records. All non-sensitive and non-confidential information in the Association's records regarding Common Element insurance coverage shall be made available to Co-owners and mortgagees upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. In order that the Co-owners may make such corresponding adjustments to their individual insurance coverages as are appropriate, the Association shall notify all Co-owners not less than thirty (30) nor more than sixty (60) days in advance of the Association's implementing any change in Association insurance coverage that is: (i) a change in the nature or, if the increase or decrease exceeds twenty-five percent (25%) in any year, amount of any coverage made upon an annual re-evaluation and effectuation of coverage; or (ii) a change in the Association's casualty insurance coverage to a "bare walls" policy, as permitted by sub-section (b) above; or (iii) an increase in the Association's casualty insurance deductible, if the increase exceeds twenty-five percent (25%) in any year.

(e) Association Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(f) Proceeds of Association Insurance. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and applied or distributed to the Association, or to the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V, Section 1 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss which requires repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium unless not less than sixty-six and two-thirds percent (66-2/3%), if one or more Units are tenantable, or fifty-one percent (51%), if no Unit is tenantable, of the institutional holders of first mortgages on Units have given prior written approval.

Section 2. Co-owner Insurance. Each Co-owner shall obtain and continuously maintain in effect the insurance coverages described in sub-Section 2(a) for his Unit and, to the extent described in that sub-Section, all Limited Common Elements that are appurtenant or assigned to his Unit. It shall be each Co-owner's responsibility to determine by personal investigation, or by consultation with his own insurance advisor, whether the insurance coverages required by sub-Section 2(a) will be adequate in type and amount to recompense him for all of his foreseeable losses and liability risks for the property required by the preceding sentence to be insured, or whether coverage of an additional type or amount is appropriate or desirable. In particular, each Co-owner should consider the purchase of optional coverages for "additions and betterments", as described in sub-Section 2(c) below, and for alternative living expense in the event of fire and/or other covered casualty which renders the Unit uninhabitable. The Association shall have absolutely no responsibility for obtaining any such coverages unless agreed specifically and separately between the Association and the Co-owner in writing; provided, that any such agreement between the Association and the Co-owner shall provide that any additional premium cost to the Association attributable to that agreement shall be solely assessed to, borne and collected as part of the assessments against said Co-owner under Article II above.

(a) Mandatory Coverage. Each Co-owner shall continuously maintain in effect at his own expense liability and property casualty insurance coverage (in the form of an "HO-6" or "HO-4" insurance policy, as applicable, or such other specifications as the Board may prescribe, or as may be commonly extant from time to time), which affords coverage against "all-risks" of loss due to:

(i) casualty to:
  (A) the Co-owner's personal property while located in the Condominium; and,
  (B) the "standard features" of his Unit, as defined in Section 1(b) above; and,
  (C) any Limited Common Element appurtenant or assigned to the Unit;

and also

(ii) liability for injury to property and persons occurring in his Unit or in or upon any Limited Common Element appurtenant or assigned to the Unit.

All such coverages shall be in at least such minimum amounts as the Board prescribes from time to time after consultation with the Board's insurance advisor as to actual changes in reconstruction costs or the level of co-owner liability coverage that is appropriate, but the Co-owner's insurance coverage shall not provide: (I) "building-property" casualty coverage in an amount less than one hundred percent (100%) of the current insurable replacement value of the standard features of the Unit; or (II) liability coverage on a "per occurrence" basis in an amount less than Three Hundred Thousand Dollars ($300,000.00) for injury to persons. All such coverages, where appropriate, shall be written with a "loss assessment" endorsement. A "loss assessment" endorsement provides coverage for the Co-owner's share, if any, of any property damage or liability loss for which there may be no coverage, or inadequate coverage, under the applicable Association insurance policy. The "loss assessment" endorsement shall provide coverage in an amount that is one hundred percent (100%) of the Co-owners percentage of value responsibility for the current amount of the deductible under the Association's casualty insurance policy. Co-owners also shall request of their insurers that all Co-owner insurance coverage: (A) name the Association as an

additional insured; and (B) provide that the insurer shall mail to the Association notice of cancellation not less than thirty (30) days prior to any policy cancellation, although the insurer's refusal to do so shall not constitute a default by the Co-owner hereunder.

(b) Co-owner Duty to Provide Evidence of Mandatory Coverage; Association Remedy upon Default. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. In the event the Co-owner fails to do so, in addition to any other remedy which it may have under these Bylaws, the Association may, but shall not be under any obligation to, purchase such insurance coverage in respect of the Unit and its appurtenant Limited Common Elements upon the Co-owner's failure to deliver such evidence of insurance coverage to the Association within thirty (30) days after the Association provides written notice of its intention to do so. The premium cost incurred by the Association to purchase Co-owner mandatory insurance coverage upon an Unit may be assessed to and collected from the responsible Co-owner in the manner provided in Article II above.

(c) Optional Co-owner "Additions and Betterments" Coverage. Each Co-owner should consider whether to obtain and maintain "additions and betterments" insurance coverage for his Unit. Whenever used in these Bylaws, "additions and betterments" shall mean and includes all fixtures, equipment, decorative trim and furnishings which are located within the Unit, or within any Limited Common Element appurtenant or assigned to the Unit, and which are not a "standard feature" of the Unit.

Section 3. Determination of Primary Carrier; Subrogation. In all circumstances in which there exist overlapping coverages under policies of insurance carried by a Co-owner and the Association in accordance with this Article, the provisions of this Section 3 shall determine the carrier and policy that shall bear the primary responsibility to adjust and pay an insured loss for which both policies afford coverage. In the event of property damage to a General Common Element, or to a Limited Common Element that the Association is responsible to repair and replace, the Association's carrier and policy shall be deemed primary. In the event of personal injury or any other liability claim for an occurrence in or upon the General Common Elements, or in or upon a Limited Common Element that the Association is responsible to maintain, repair or replace, the Association's carrier and policy shall be deemed primary if the Association's non-performance or improper performance of any such responsibility caused the injury or other liability. The carrier and policy of the Co-owner of the Unit shall be primarily responsible for all property damage to, and any personal injury or other liability claim for any occurrence in or upon, a Unit and/or its contents, including, without limitation, the "standard features" and "additions and betterments" of the Unit. The carrier and policy of the Co-owner who is responsible to repair or replace any Limited Common Element shall be primarily responsible for all property damage to the Limited Common Element. The carrier and policy of a Co-owner who is responsible to maintain any Limited Common Element shall be primarily responsible for any personal injury or other liability claim for an occurrence in or upon the Limited Common Element, except to the extent the Association is responsible for its repair and replacement and the Association's non-performance or improper performance of that responsibility caused the injury or other liability. In all cases where the Association's carrier and policy are not deemed primarily responsible to adjust the loss, if the Association's carrier and policy contribute to the payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of insurance proceeds paid, and the Association shall in no event be responsible to pay any deductible amount under either the Association's or the Co-owner's policy. The Association and all Co-owners, as to all policies obtained, shall use their best efforts to see that all property casualty and liability insurance carried contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the other party.

Section 4. Authority of Association to Settle Insurance Claims. Each Co-owner, by his ownership of a Unit, shall be deemed to appoint the Association as the Co-owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability and workers' compensation insurance, if applicable, pertinent to the Condominium, the Co-owner's Unit and the Common Elements, with such insurer as may, from time to

time, provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to: purchase and maintain such insurance; collect and remit premiums; collect proceeds; and distribute proceeds to the Association, the Co-owners and their respective mortgagees, as their interests appear (subject always to the Condominium Documents); execute releases of liability; and, execute all documents and do all things on behalf of such Co-owners and the Condominium as are necessary or convenient to their accomplishment.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. Responsibility to Repair or Replace. This Article shall determine whether a portion of the Condominium Premises which is damaged or deteriorates as the result of a casualty or other insurable event shall be repaired or replaced, and, if so, assigns the responsibility for such repair or replacement and for the costs thereof. Except in the case of Co-owner responsibility pursuant to Article VI, Section 15, below, the allocation of repair and replacement responsibilities contained in Article IV, Section C., of the Master Deed shall determine the allocation of responsibility for the costs of maintenance, repair or replacement of any portion of the Condominium Premises in the absence of casualty or other insurable event.

If any part of the Condominium Premises is damaged or deteriorates, the damaged or deteriorated property shall be rebuilt or repaired unless not less than eighty percent (80%) in number and in value of the Co-owners entitled to vote as of the record date for said vote determine that the Condominium shall be terminated, and not less than sixty-six and two-thirds percent (66-2/3%) of the institutional holders of a first mortgage lien on any Unit have given their prior written approval to such termination.

Section 2. Repair in Accordance with Master Deed, etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner and Association Responsibilities to Make Repair: In General. If damage or deterioration is only to a single Unit, the Co-owner of that Unit shall make the repair or replace the item in accordance with Section 4 of this Article, and the Co-owner shall bear the uninsured or under-insured costs thereof, including, without limitation, costs within the deductible amount under the Association's policy; provided, that the Board of Directors may, but shall not be required to, assume the responsibility to repair damage to, or to replace portions of, Unit interior walls, ceilings and floors which are structural, load-bearing or otherwise necessary to the support of the building in which the Unit is contained, or in which there exist General Common Element pipes, wires, conduits and/or ducts.

In all other cases, the Association shall make the repair to or reconstruct the item. Promptly after a casualty causing damage to property the Association is responsible to maintain, repair or replace, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage and shall commence to make such repairs. If the proceeds of insurance are insufficient to defray the estimated costs of Association repair or replacement, or if at any time during such repair or replacement, or upon completion of such repair or replacement, the funds for the payment of such costs are insufficient, assessments shall be made and may be collected in accordance with Article II, above, against the Co-owners who are responsible for the costs of repair or replacement, if fewer than all Co-owners are so responsible, or otherwise against all Co-owners, in amounts sufficient to provide funds to pay the estimated or actual costs of such repair.

Section 4. Co-owner Responsibility for Cost of Repair. Except as the Association is responsible to bear the costs to repair any "incidental damage" that is described in Section 5, below, or another Co-

owner is responsible for any uninsured or underinsured costs (including any deductible amount, unless waived) pursuant to Section 8, below, then regardless of the cause or nature of any such damage or deterioration, including, but not limited to, instances in which the damage or deterioration is incidental to or caused by: (i) a Common Element which the Association is responsible to maintain, repair and/or replace; (ii) the maintenance, repair or replacement of any such Common Element; (iii) the Co-owner's own actions, or any failure of the Co-owner to take appropriate preventive action; or (iv) the malfunction of any appliance, equipment or fixture located within or serving the Unit, the Co-owner of the Unit shall be responsible for the Co-owner's uninsured and under-insured costs (including amount within any insurance deductible) to repair or replace any damage or deterioration to his own Unit, or to a Limited Common Element for the costs of repair or replacement of which the Co-owner is responsible, and, except insofar as another Co-owner is in whole or in part responsible for the costs of such repair or replacement, the Co-owner shall bear all of the costs incurred to do so. The Co-owner's responsibility pursuant to the preceding sentence shall include, but not be limited to: interior walls (including walls which are structural, load-bearing or otherwise necessary to the support of the building in which the Unit is contained, or which contain general common element pipes, wires, conduits and/or ducts, if the Board of Directors has elected to assume the responsibility for their repair as provided in Section 3, above); sanitary (toilet) installations; interior doors; exterior doors, windows, door walls, storm doors and storm windows, screens and their associated hardware, but only to the extent the Co-owner is responsible for their repair or replacement; all appliances, equipment and accessories, whether free-standing or built-in, and their supporting hardware/equipment, including water faucets, water tanks, fixtures, furnaces, gas fireplace equipment, chimney flue, computers, monitors, printers, air conditioners, compressors and pads, water heaters, exhaust fans, sinks, refrigerators, ovens, cooktops, dishwashers and garbage disposals; all floor coverings, wall coverings, window shades, draperies, cabinets, interior trim, telephones, furniture, lamps, light fixtures, switches, outlets and circuit breakers; all "additions and betterments", as defined in Article IV above; and all personal property. If any such damage or deterioration is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner (or, if there is a mortgagee endorsement, the Co-owner and mortgagee jointly) shall be entitled to receive the proceeds of insurance relative thereto, to be used solely for the necessary repairs, but only in the absence, or after exhausting the proceeds, of any Co-owner insurance that is primary coverage under Article IV, Section 3, above. If proceeds of insurance carried by the Association are paid to the Co-owner, or to the Co-owner and mortgagee jointly, as provided in the last sentence, the Co-owner shall begin reconstruction or repair upon receipt of the insurance proceeds.

Section 5. Association Responsibility for Costs of Repair. The Association shall be responsible for the cost to repair or reconstruct any damage to or deterioration of any Common Element for which the Association's insurance coverage is deemed "primary" coverage pursuant to Article IV, Section 3, above, although the responsibility for the deductible amount under that coverage, and for any other underinsured costs of such repair or reconstruction which are incurred by the Association, shall be allocated in accordance with the provisions of, as applicable, Article IV, Paragraph C of the Master Deed and Section 8 below. The Association also shall be responsible for any incidental damage (as the meaning of that term is limited by this Section) to the interior elements and features of a Unit that is proximately caused by the Association's negligent failure to properly maintain, repair or reconstruct any Common Element, to the extent the Association was responsible pursuant to Article IV, Paragraph C of the Master Deed to maintain, repair or replace that Common Element, as applicable, or by any intentional or negligent action of the Association or its contractors while engaged in the maintenance, repair or replacement of any Common Element, but the responsibility of the Association for all "incidental damage" to the interior elements and features of any Unit shall not exceed the sum of $1,000.00 per occurrence. "Incidental damage" to a Unit as described in this Section 5 in excess of $1,000.00 shall be borne by the Co-owner of the Unit. In the event that the Co-owner has insurance which covers "incidental damage", as herein defined, the Association shall not be liable for any "incidental damage" and the insurance carrier of the Co-owner shall have no right of subrogation against the Association. As used in this Section, "incidental damage" does not include any damage to the wallpaper, carpeting, paneling, furniture and personal property contents of a Unit, all of which are expressly excluded and for which the Association shall have

no liability whatsoever, it being the Co-owner's responsibility to maintain in effect adequate insurance therefore. In the event of damage to or the deterioration of any interior wall of a Unit which is structural, load-bearing or otherwise necessary to the support of the building in which the Unit is contained, or in which there exists any pipe, wire, conduit, duct or other Common Elements, the Association shall have the right to make the reconstruction or repair, but the Co-owner shall be responsible for the costs so incurred and promptly shall pay over to the Association all proceeds of any Co-owner insurance coverage which is primary coverage to the extent necessary to reimburse the Association for such costs. The costs of any repair or replacement allocated to the Co-owner in accordance with this Section, or which is the responsibility of the Co-owner pursuant to Article VI, Section 15, below, shall be assessed and collectible as provided in Article II above. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in the Master Deed), except as may otherwise be permitted in the Bylaws, in sufficient amounts to provide funds to pay the estimated or actual costs of repair, which may be collected in accordance with Article II herein. This provision does not require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 6. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with and complete replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of occurrence which caused damage to the property.

Section 7. Indemnification. Each Co-owner shall indemnify and hold harmless the Association and every other Co-owner for all damages and costs, including, without limitation, actual attorneys' fees (not limited to reasonable attorneys' fees), which the Association or such other Co-owner(s) suffer as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or a Limited Common Element for which the Co-owner is assigned the responsibility to maintain, repair and replace, and, if so required by the Association, shall carry insurance to secure this indemnity. This Section 7 shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

Section 8. Responsibility for Amounts Within Insurance Deductible or Which Are Otherwise Uninsured. Notwithstanding any other provision of the Condominium Documents, except to the extent that a lack of insurance results from a breach of the Association's or other Co-owner's duty to insure, the responsibility for damage to any portion of the Condominium Premises which is within the limits of any applicable insurance deductible, unless waived, and for any other uninsured amount, shall be borne by the responsible Co-owner whenever the damage is the result of a failure to observe or perform any requirement of the Condominium Documents, or any negligent or intentional action or omission, including, without limitation, with respect to any Unit, Limited Common Element, appliance or equipment maintenance, repair or replacement responsibility, by the Co-owner, the Co-owner's land contract purchaser or tenant, or the family, servants, employees, agents, visitors or licensees of the Co-owner, land contract purchaser or tenant. For example, and not in limitation of the generality of the foregoing, uninsured damage to the Condominium premises which results from negligent smoking within a Co-owner's Unit, or from a Co-owner's failure to maintain the furnace or a plumbing fixture serving his Unit in good working order or repair, generally will be the responsibility of that Co-owner. If damage is incurred to a Unit that a Co-owner is responsible to repair or replace in accordance with Section 4, or to more than one such Unit, and to any Common Element that the Association is responsible to repair or replace in accordance with Section 5, then in the absence of Co-owner fault as described in Article VI of these

Bylaws, the responsibility for the uninsured damage shall be pro-rated among the affected parties, including the Association.

Section 9. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of Entire Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) Taking of Less than Entire Unit. If the taking of a portion of a Condominium Unit makes it impractical to rebuild the partially taken Unit to make it habitable, then the entire undivided interest in the Common Elements appertaining to that Unit shall thenceforth appertain to the remaining Condominium Units, and shall be allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall thenceforth be a Common Element.

(c) Taking of Common Elements. 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 (50%) percent of all 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.

(d) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed also shall be amended to the extent necessary 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 one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Condominium.

(e) Notification to Mortgagees. In the event any Unit in the Condominium, 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 of the Units in the Condominium.

Section 10. Mortgages Held by FHLMC; Other Institutional Holders. If any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds $10,000.00 in amount or if damage to a Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds $1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 11. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI
RESTRICTIONS

Section 1. Residential Use. The Co-owners of this Condominium acknowledge that Keatington New Town Condominium at all times shall be administered and exist as a residential ownership Condominium Project. No Unit in the Condominium shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No Co-owner shall own more than three (3) Units in the Condominium at one time, it being acknowledged that the purpose of such limitation is to avoid speculation by investors in the value of Units in the Condominium Project. For the purposes of the limitation contained in the preceding sentence, any limited liability company, corporation, partnership, trust, association, or other legal entity affiliated with a Co-owner, or in which a Co-owner shall have an interest, and any individual who may be related to a Co-owner by marriage shall be deemed to be the subject Co-owner. This limitation on the number of Units that may be owned by any Co-owner at any time shall not apply to Units in excess of that number as may have been owned by any Co-owner prior to the date this restriction became effective, i.e., June 19, 1986; however, such limitation shall apply to any Unit in the event it is conveyed or transferred after June 19, 1986. Timesharing and/or interval ownership is prohibited. No Unit shall be used for a commercial or business enterprise; provided, however, that this shall not be deemed to ban a Co-owner from operating a home-based business which does not have any on-site employees other than Unit residents, does not produce odors, noises, or other effects noticeable outside of the Unit, and does not involve the manufacture of goods or sale of goods from inventory. This Section shall not be construed to prohibit a Co-owner from maintaining in the Co-owner's Unit a personal, professional or business library or business records, or from making or accepting telephone calls; provided, that any such use at all times is in conformance with any applicable governmental requirements and all other requirements and limitations imposed by the Master Deed or these Amended and Restated Bylaws. The Association may also provide a Unit or a Common Element to be used as an administrative office and/or by a resident manager or full-time maintenance employee.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI, provided that written disclosure of such lease transaction is made to the Board of Directors of the Association in the manner provided in subsection (b) below. No Co-owner shall lease less than an entire Unit in the Condominium, and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least one (1) year, unless specifically approved in writing by the Association. The preceding sentence shall not require that the Association approve any occupancy agreements or arrangements whatsoever. Under no circumstances shall transient tenants be accommodated. "Transient tenant" is someone who occupies a Unit for less than the minimum period required above, regardless of whether or not compensation is paid. The terms of all leases, and any occupancy agreements as the Association shall approve, shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and nonCo-owner occupants shall comply with all of the conditions of the Condominium Documents, and all leases, and any occupancy agreements approved by the Association, shall so state. All leases and all occupancy agreements approved by the Association shall: (i) require the tenant and all occupants to comply with the Condominium Documents and rules and regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease or occupancy agreement; and (iii) provide that, in the event of such default by the tenant in the performance of the lease or occupancy agreement, the Association has the power to terminate the lease or occupancy agreement, and to institute an action to evict the tenant and/or occupants and recover money damages, after fifteen (15) days' prior written notice to the Co-owner of the Unit. The Board of Directors may suggest or require a standard form lease for use by all Co-owners. Each Co-owner who leases or makes an occupancy agreement for a Unit shall, promptly following the execution of the lease or occupancy agreement, forward a conformed copy thereof

to the Association. Copies of all leases and occupancy agreements in effect as of the effective date of these Second Amended and Restated Bylaws shall be provided to the Association within fourteen (14) days of said effective date. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number(s).

(b) Leasing Procedures and Administrative Fees. A Co-owner desiring to lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a form of lease or otherwise agreeing to grant possession of a Unit to a potential tenant of the Unit and, at the same time, shall supply the Association with a copy of the exact form of lease for its review for its compliance with the Condominium Documents. The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Section 2 as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.

(c) Violation of Condominium Documents by Tenants and NonCo-owner Occupants. If the Association determines that a tenant or nonCo-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:

(i) The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant or nonCo-owner occupant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or nonCo-owner occupant or advise the Association that a violation has not occurred.

(ii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for both eviction against the tenant or nonCo-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the tenant or nonCo-owner occupant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant or nonCo-owner occupant in connection with the Condominium Unit or Condominium Project and for actual legal fees and costs incurred by the Association in connection with legal proceedings hereunder.

(d) Arrearage in Condominium Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant or nonCo-owner occupant occupying the Co-owner's Unit under a lease or occupancy agreement, and the tenant or nonCo-owner occupant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions do not constitute a breach of the lease or occupancy agreement by the tenant or nonCo-owner occupant. If the tenant, after being so notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(ii) Initiate proceedings pursuant to subsection (c) (ii) of this Section 2.

The form of lease used by the Co-owners shall explicitly contain the foregoing provisions of this subsection.

Section 3. Telephone Numbers of Occupants of Units. Upon the request of the Association, the telephone number of the adult occupants of the Units shall be supplied to the Association.

Section 4. Alterations and Modifications of Units and Common Elements.

(a) No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the

Board of Directors (which approval shall be in recordable form), including, without limitation, exterior painting, lights, aerials or antennas (except those antennas referred to in Section 3(b) below), awnings, doors, shutters, newspaper holders, mailboxes, hot tubs and jacuzzis, basketball backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning provisions. Notwithstanding having obtained such approval by the Board of Directors, the Co-owner shall obtain any required building permits and shall, otherwise, comply with all building requirements of the Township. The Board may only approve such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. The Association shall not be liable to any person or entity for mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans, specifications and plot plan. No action shall be brought or maintained by anyone whatsoever against the Association for or on account of his or her failure to bring any action for any breach of these covenants.

(b) Notwithstanding the provisions of Section 3(a) above, a Co-owner, or a tenant occupying in compliance with the requirements of Article VI, Section 2, above, may install and maintain in a Unit, or on a Limited Common Element appurtenant or assigned to the Unit, in which he has a direct or indirect ownership or leasehold interest, and which is within his exclusive use or control, an antenna, and/or a mast that supports an antenna, of any of the types and sizes described in paragraph (a) of the Federal Communication Commission's Over-the-Air Reception Devices (OTARD) Rule, 47 C.F.R. Section 1.4000, as amended (the "FCC Rule"), but every such installation shall be made in conformance with the limitations and procedures of this Section and all applicable written rules and regulations with respect to the installation, maintenance and/or removal of such antennas by a Co-owner as from time to time may be promulgated by the Board of Directors of the Association under this Section and Article VI, Section 10, of these Bylaws, except in either case to the extent that they are construed to conflict with the federal Telecommunications Act of 1996, as amended, or the FCC Rule. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair the reception of an acceptable quality signal and shall not unreasonably prevent or delay, or increase the cost, of the installation, maintenance or use of any such antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein.

Antenna installation on a General Common Element is prohibited, except in strict conformance with the limitations and requirements of any rule or regulation regarding the permissible or preferred location(s) for antenna installations as may be promulgated by the Board of Directors in its sole discretion, or unless approved in writing by the Board of Directors in its sole discretion. The preceding sentence shall not be construed to require that the Board of Directors promulgate any rule or regulation permitting the installation of antennas or masts on any portion of the General Common Elements. Antenna masts, if any, may be no higher than is necessary to receive an acceptable quality signal, and may not extend more than twelve (12) feet above the roofline without pre-approval, due to safety concerns. The Association may prohibit Co-owners from installing an antenna otherwise permitted by this sub-Section if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under the FCC Rule.

A Co-owner must complete and submit to the Association the form of antenna notice prescribed by the Board of Directors before an antenna may be installed. Such form of antenna notice may require such detailed information concerning the proposed installation as the Board reasonably requires to determine whether the proposed installation is permitted by this Section 3(b) and all valid rules and regulations promulgated by the Board regarding the installation and placement of antennas. The Co-owner shall not proceed with the installation sooner than ten (10) days after the Association receives an antenna notice, which time period is intended to afford the Association a reasonable opportunity to determine whether the

Association's approval of the proposed installation may be granted. In lieu of such approval, the Association may during the ten (10) day time period, in writing:

(i) request from the Co-owner such additional relevant information as the Board reasonably determines in order to determine whether the Association will approve or deny the proposed installation, in which case the ten (10) day time period automatically shall be deemed extended to a date which is five (5) days after all such information is received by the Association; or,

(ii) notify the Co-owner that Association approval of the proposed installation is withheld, specify in general terms the aspects of the proposed installation which the Association believes are not permitted and inform the Co-owner that he may appear before and be heard by the Board (or a committee of the Board) to justify the proposed installation, or to propose modifications to the proposed installation which the Co-owner believes will be either permissible or otherwise acceptable to both the Association and Co-owner. At the request of the Co-owner, the date certain may be adjourned from time to time to a date and time mutually convenient to the Co-owner and Board (or committee of the Board).

Except as the Board of Directors (or a committee of the Board) has declared its approval of a proposed antenna installation in a signed writing, and the installation has been made substantially in the manner so approved, the Association may exercise all, or any, of the remedies of Article XVIII, below, with respect to an antenna installation later determined not to be permitted by this sub-Section 3(b) and all valid rules and regulations as have been promulgated by the Board of Directors regarding the installation and placement of antennas, including, without limitation, to assess to the responsible Co-owner all costs incurred by the Association for the removal of such antenna, and/or for the repair of the Common Elements, together with the Association's attorneys fees and other costs of collections, in accordance with Article II of these Bylaws.

(c) The Co-owner shall be responsible for the maintenance and repair of any Co-owner modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and (except with respect to antennas referred to in Section 3(b) above) shall be obligated to execute a Modification Agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pump, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. No Co-owner shall use or permit to be brought into the buildings in the Condominium any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed to be extra-hazardous to life, limb or property, without in each case obtaining the written consent of the Association. Activities which are deemed offensive and are expressly prohibited include, but are

not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, fireworks or other similar dangerous weapons, projectiles or devices.

Section 6. Advertising. Signs or other advertising devices shall not be displayed which are visible from outside any Unit, including the Common Elements, or on any vehicle, including, "For Sale" or "For Rent" signs or other advertisement, without the written permission of the Association, except that the Board of Directors may from time to time promulgate in accordance with Section 11 of this Article rules and regulations that describe the size, appearance and location of "Open House" and "Garage Sale" signs that may be displayed.

Section 7. Pets. No reptiles and no exotic pets, and no animals, except no more than two (2) dogs or two (2) cats, or one of each, shall be maintained by any Co-owner or tenant unless specifically approved in writing by the Association; provided, that in the case of any Co-owner or tenant who maintained more than two (2) dogs or two (2) cats, or one (1) of each, in the Co-owner's Unit on the date these Amended and Restated Bylaws took effect, this sentence shall not require the removal of any such dog or cat in order to comply with this sentence, but this "grandfather" exception shall not entitle the Co-owner to introduce any additional dog or cat while the Co-owner maintains more than two (2) dogs or two (2) cats, or one (1) of each, in the Co-owner's Unit, nor, upon the death or permanent removal from the Unit of any animal maintained in the Co-owner's Unit on the effective date of these Amended and Restated Bylaws, to replace or substitute for such animal, if the Co-owner would, as the result of such replacement or substitution, have more than two (2) dogs or two (2) cats, or one (1) of each, in that Unit. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No doghouses or tethering of animals shall be permitted on the Common Elements, Limited or General. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended in person by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The provisions of this Section 7 shall not apply to small animals that are constantly caged, such as birds or fish.

Section 8. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted

rules and regulations of the Association. No unsightly condition shall be maintained on any porch, balcony or driveway, and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use, except as may be provided in rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. There shall be no outdoor cooking or barbecues except in areas designated therefor by the Board of Directors. Nothing herein contained shall be construed to require the Board of Directors to designate any area for outdoor cooking or barbecues. In general, no activity shall be carried on, nor any condition maintained, by any Co-owner in his Unit or upon the Common Elements that is detrimental to the appearance of the Condominium.

Section 9. Common Element Maintenance. Sidewalks, landscaped areas, driveways, roads and parking areas shall not be obstructed in any way nor used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements, except as may be provided in duly adopted rules and regulations of the Association. The use of any recreational facilities or other amenities may be limited to such times and in such manner as the Association determines by duly adopted regulations, and shall be limited to the resident Co-owners, tenants, land contract purchasers and other nonCo-owner occupants of any Unit(provided that such occupancy is in compliance with Sections 1 and 2, above, as applicable, and with all applicable State laws, State administrative regulations and Township ordinances) and/or such of their guests, if any, as are permitted by the rules and regulations of the Association; provided, that the Co-owner of the Unit so occupied is a member in good standing of the Association.

Section 10. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, all-terrain vehicles, snowmobiles, snowmobile trailers or other vehicles, other than not more than two (2) automobiles or trucks, or one (1) of each, and motorcycles, as permitted below, that are designed and used primarily for personal transportation purposes, may be parked upon the Condominium Premises, except in the Limited Common Element garage with the garage door closed, except as may be specifically approved by the Association or parked in an area specifically designated therefor by the Association. Nothing herein contained shall be construed to require the Association to approve the parking of such vehicles as are described in the first sentence of this Section or to designate an area therefor. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefor. Each Co-owner shall park his vehicle in the Limited Common Element garage space provided therefor and, if he has a second vehicle, it shall be parked in the assigned Limited Common Element space located immediately adjacent to his garage space. Guests may park on the street opposite the fire lane, subject to regulations as may be promulgated by the Board of Directors. In the event that there arises a shortage of parking spaces, the Association may assign General Common Element parking spaces for the use of the Co-owners of a particular Unit or Units in an equitable manner. The Association may also construct such additional parking facilities on the General Common Elements as the Association, in its discretion, determines to be necessary. The guests of any Co-owner at no time may park overnight no more than two (2) vehicles on the Condominium Premises unless approved in advance by the Board of Directors. Commercial vehicles and trucks (except trucks designed and used primarily for personal transportation, as herein provided) shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two (2) axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business. Noncommercial trucks such as Suburbans, Blazers, Bravadas, Jeeps, GMC's/Jimmy's, pickups, vans, and similar vehicles that are designed and used primarily for personal transportation shall be permissible, except as may be otherwise prohibited herein. Motorcycles may only be stored in garages and may be

driven only on the streets in the Condominium Project. All motorcycles must be registered with the Association and the Association shall have the right to otherwise regulate motorcycles in the same fashion as other vehicles as provided in this Section. No Co-owner shall be allowed to engage in major repairs and/or over-hauls of any vehicle or motorcycle. Non-operational vehicles and vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises unless specifically approved by the Board of Directors. Automobiles may not be washed on any portion of the Condominium Premises, except in areas designated by the Board of Directors. Nothing herein contained shall be construed to require the Board of Directors to designate an area for washing of automobiles. Co-owners having carports assigned to their Units shall park their vehicles in such respective carports. The Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent herewith.

Section 11. Regulations. Pursuant to the authority conferred by Article VI, Section 12 of the Amended and Restated Bylaws of Keatington New Town Condominium, the Board of Directors of the Association previously has adopted, disseminated to the Co-owners and caused to be recorded in Liber 16848, Page 798 of the Oakland County Records certain Rules and Regulations for the Condominium (the "Existing Rules and Regulations"). The Existing Rules and Regulations shall remain in full force and effect, but only to the extent that they are consistent with these Second Amended and Restated Bylaws; and, upon the recording of these Second Amended and Restated Bylaws in the Oakland County Records, to the extent that they are inconsistent with these Second Amended and Restated Bylaws, they shall be deemed and construed to be repealed by the Co-owners and to be of no further force nor effect. Additional reasonable rules or regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use and operation of the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such rules and/or regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such rule or regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners. In the event that these Bylaws and any duly adopted rules and regulations govern the same subject matter, the similar provisions shall be read together and all details and specificities of both restrictions shall apply. In the event of a direct conflict between these Bylaws and any duly adopted rules and regulations, the provisions of these Bylaws shall supersede and control over any provisions of said rules and regulations which provide to the contrary.

Section 12. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium. Each Co-owner at all times shall assure that the Association's exercise of any such right will not be impeded by the Co-owner's improper maintenance of, or by the presence of personal property, the Co-owner's Unit or any such Limited Common Element and, if advised by the Board of Directors that any condition exists that may be a violation of this covenant, agrees promptly to remove that condition. It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's Unit, garage and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association

of injury to person or property of the other Co-owners. Each Co-owner shall perform all maintenance, including, without limitation, seasonal maintenance, such as water line freeze prevention, furnace cleaning and snow removal, as may be required pursuant to the duly adopted rules and regulations of the Association. In the event that a Co-owner fails to properly maintain, repair or replace an item for which he or she has maintenance, repair and/or replacement responsibility under the terms of the Master Deed, these Bylaws, or any other Condominium Document, the Association may, in the sole discretion of the Board of Directors and at its option, perform any such maintenance, repair and replacement following the giving of three (3) days written notice thereof to the responsible Co-owner of its intent to do so (except in the case of an emergency repair with which the Association may proceed without prior notice). The Association may assess the costs thereof to the Co-owner of the Unit as provided in Section 17 below. The aforestated right of the Association to perform such maintenance, repair and replacement shall not be deemed an obligation of the Association, but, rather, is in the sole discretion of the Board of Directors. Each Co-owner shall also use due care to avoid damaging any other Unit or the Common Elements including, but not limited to, the telephone, water, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract purchasers, agents or invites, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 16. Restrictions not Applicable to the Association. None of the restrictions contained in this Article VI shall apply to the activities of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time.

Section 17. Assessment of Costs of Enforcement. All costs, damages, expenses and/or attorneys fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI, and/or any rule or regulation promulgated by the Association's Board of Directors under Article VI, Section 11 of these Bylaws, any costs, expenses, and attorneys' fees incurred in collecting said costs, damages, expenses, and/or attorneys' fees, and any expenses incurred as a result of the conduct of less than all persons entitled to occupy the Condominium, or by their licensees or invites, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII
MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his/her Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit. The Association also shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book that has requested the same the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, an institutional holder of a first mortgage lien on any Unit shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII
VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Unit owned. All such votes shall be equal in value.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Unit to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association, sign petitions and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Unit(s) owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, limited liability company, limited liability partnership, partnership, association, trust, or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided, but the designation of a non-Co-owner as a designated voting representative shall not entitle that non-Co-owner to serve as an officer or director of the Association, unless otherwise permitted under these Bylaws.

Section 4. Quorum. 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 of the Association, except for voting on any questions specifically provided herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots must be filed with the Secretary, or such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. Cumulative voting is not permitted.

Section 6. Majority. A majority shall consist of more than fifty percent (50%) in number of the Co-owners entitled to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association, except as a greater percentage of the Co-owners, or a designated percentage of all Co-owners entitled to vote, is specifically required herein.

ARTICLE IX
MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Co-owners as is designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, or some other generally recognized

manual of parliamentary procedure, when not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. Annual Meetings. There shall be an annual meeting of members of the Association which shall be held during the months of February or March on such date, and at such time and place, as shall be determined by the Board of Directors. At such meetings, a Board of Directors shall be elected by the Co-owners in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners in number presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. In lieu thereof, said notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-owner is a resident of the Unit. Electronic transmittal of such notice, such as facsimile, E-mail and the like, may be deemed notice served in the sole discretion of the Board so long as written or electronic confirmation of receipt of the notice is returned to and received by the Association from the designated voting representative. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 5. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called to attempt to obtain a quorum.

Section 6. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 7. Action Without Meeting. Any action which may be taken at a meeting of the members of the Association (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members. Written consents may be solicited in the same manner as provided in Section 4 above for the giving of notice of meetings of members. Such solicitation may specify the percentage of consents necessary to approve the action, and the time by which consents must be received in order to be counted. The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted.

Section 8. Consent of Absentees. The transactions of any meeting of members, whether annual or special, and however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present in person and by proxy or absentee ballot; and if, either before or after the meeting, each member not present in person, or by proxy or absentee ballot, signs a written waiver of notice, a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed to truthfully evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X
BOARD OF DIRECTORS

Section 1. Qualifications of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association. Good standing shall be deemed to include a member who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of the Condominium Documents. If a member of the Association is a partnership, corporation or limited liability company, then any partner or employee of the partnership, officer, director, or employee of the corporation or manager, member or employee of the limited liability company shall be qualified to serve as a director. Directors shall serve without compensation.

Section 2. Number and Election of Directors. The Board of Directors shall be composed of five (5) persons. The term of office of each director shall be two (2) years and the terms of the respective directors have been previously staggered. At each annual meeting of the members held, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties. All powers, duties and authorities vested in or delegated to the Association shall be exercised by the Board of Directors. The Board of Directors shall have the 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, including, without limitation, having easement rights to, through, over, and under the Limited Common Elements and the Units for the exercise of its maintenance functions.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties that may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of the Condominium, and to maintain the Common Elements.

(b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and to collect and to allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.

(f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association; provided, however, that the purchase of any Unit in the Condominium for use by a resident manager shall be approved by an affirmative vote of more than fifty percent (50%) of the Co-owners entitled to vote as of the record date for the vote.

(g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to Association property and/or the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements.

(h) To grant such easements, licenses and other rights of entry, use and access, and to enter into any contract or agreement, including wiring agreements, utility agreements, right of way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, the Board of Directors shall not enter into any contract or agreement, nor grant any easement, license or right of entry or do any other act or thing, as would violate any federal, state or local law or ordinance. All sums paid by any Telecommunications or other company in connection with such service, including fees, if any, for the privilege of installing same and any shared periodic subscriber service fees, shall be receipts affecting the administration of the Condominium, within the meaning of the Act, and shall be paid over to and be retained as the Association's property.

(i) To borrow money and issue evidences of indebtedness in furtherance of any purpose of the Association and 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 the affirmative vote of not less than fifty percent (50%) percent of the Co-owners entitled to vote as of the record date for the vote, unless same is a letter of credit and/or appeal bond for litigation, unless same is for the purchase or lease of a truck, tractor or other maintenance equipment to be used for a proper Association purpose, or unless same is for a purchase of other personal property with a value of $15,000.00 or less.

(j) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 11 of these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.

(k) To establish such committees as it deems necessary, convenient or desirable, to appoint persons thereto and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which shall not be a Co-owner or resident or affiliated with a Co-owner or resident) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party. This Section shall not be construed to preclude the hiring of a resident manager.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall serve until the next annual meeting of members, at which the Co-owners shall elect a director to serve the balance of the term of such directorship.

Section 7. Removal by Co-owners. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of the Co-owners entitled to vote as of the record date for the vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 8. First Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time-to-time by a majority of the Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting. Said notice may also be hand delivered or electronically transmitted, i.e., via facsimile, E-mail or the like, so long as written or electronic confirmation of receipt of the notice is returned by the director.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Said notice may also be hand delivered or electronically transmitted, i.e., via facsimile, E-mail or the like, so long as written or electronic confirmation of receipt of the notice is returned by the director. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by the director of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those persons present may adjourn the meeting to a subsequent time upon twenty-four (24) hours prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

Section 13. Closing of Board of Directors' Meetings to Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any

meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence or the Michigan Court Rules.

Section 14. Action by Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 15. Participation in a Meeting by Telephone. A director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section constitutes presence at the meeting.

Section 16. Fidelity Bonds. The Board of Directors shall require all officers and employees handling or responsible for Association funds furnish an adequate fidelity bond. The premiums on such bonds shall be expenses of administration.

ARTICLE XI
OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice-President, Secretary and a Treasurer. Both the President and the Vice-President must be members of the Association; other officers may, but need not be, members of the Association. Any such members serving as officers shall be in good standing of the Association. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice-President may be held by one (1) person. Officers shall be compensated only upon the affirmative vote of more than sixty percent (60%) of the Co-owners entitled to vote as of the record date for the vote.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time-to-time as the President may in the President's discretion deem appropriate to assist in conducting the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to

do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; the Secretary shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 8. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII
SEAL

The Association may (but need not) have a seal. If the Board determines the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIII
FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and 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. The non-privileged Association books, records, and contracts concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours, subject to such reasonable inspection procedures as may be established by the Board of Directors from time to time. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited or reviewed at least annually by qualified independent certified public accountants; provided, that no such audit shall be required to be certified. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such review or audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The funds of the Association shall be initially deposited in such bank, savings association or money market accounts as may be approved by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in

accounts or deposit certificates of such banks or savings associations as are insured by the Federal Deposit Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE

Section 1. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the director or officer may be a party or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, whether or not he/she 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 the director's or officer's duties, and except as otherwise prohibited by law; 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 of Directors (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. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities that may be properly indemnified hereunder, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

ARTICLE XV
AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more of the Co-owners entitled to vote as of the date of an instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws, except as may be permitted by the Association's Articles of Incorporation and/or Article IX, Section 7 of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose, or as permitted by the Association's Articles of Incorporation

and/or Article IX, Section 7 herein, by an affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of the Co-owners entitled to vote as of the record date for the vote.

Section 4. Mortgagee Approval Requirement. Notwithstanding any other provision of the Condominium Documents to the contrary, no consent of mortgagees shall be required to amend these Bylaws except as required by Section 90a(9) of the Act, in which event the proposed amendment shall be considered approved if approved by the first mortgagees in accordance with Section 90a of the Act. Moreover, insofar as permitted by the Act, these Bylaws shall be construed to reserve to the Co-owners the right to amend these Bylaws without the consent of mortgagees if the amendment does not materially alter or change the rights of mortgagees, generally, or as may be otherwise permitted by the Act, notwithstanding that the subject matter of the proposed amendment is one which the language of Section 90a of the Act, or any other provision of the Condominium Documents, describes as one that requires mortgagees be afforded the opportunity to vote. Mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with Section 90a of the Act.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 6. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI
COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern. In the event any provision of these Bylaws conflicts with any provision of the Master Deed, the provisions of the Master Deed shall govern.

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

ARTICLE XVIII
REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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 assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) Recovery of Costs. In the event of a default of the Condominium Documents by a Co-owner, lessee, tenant, nonCo-owner resident and/or guest, the Association shall be entitled to recover from the Co-owner, lessee, tenant, nonCo-owner resident and/or guest, the prelitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, lessee, tenant, nonCo-owner resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney 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 attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

(c) Removal and Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, his tenant or nonCo-owner occupant of his Unit, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation against said Co-owner. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 10 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate, and/or as is set forth in the rules and regulations establishing the fine procedure. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Nonwaiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, 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 or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XIX
SEVERABILITY

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

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