

ABBOTT WOODS CONDOMINIUM ASSOCIATION

BY-LAWS

ARTICLE I

ASSOCIATION OF OWNERS

Section 1. Legal Status. Abbott Woods Condominium Association is a non-profit residential site condominium association located in the City of East Lansing Ingham County, Michigan (“The Association”).

Section 2. Method of Conducting Business. The Association shall conduct its business in compliance with the applicable laws of the State of Michigan; The Association Master Deed; The Association Articles of Incorporation; Rules and Regulations adopted by the Board Directors; and, these By-Laws. (“The Condominium Documents”).

Section 3. Definitions. For purposes of these By-Laws, “Unit”, refers to each of the twenty-five (25) site condominiums that comprise The Association; “Owner” refers to the individual(s) whose name appears on the recorded deed to any Unit; and, “Member” includes Owners, adult family members residing with an Owner and any person who resides in a unit as an Owner’s domestic partner, as defined by the City of East Lansing Ordinances. “Common Area” includes “Common Elements” as used in the Master Deed.

Section 4. Responsibility. The Association is responsible for the management, maintenance, operation and administration of the common areas, easements, and day to day operation of The Association.

Section 5. Legal Status Of By-Laws. The By-Laws shall constitute the By-Laws referred to in the Master Deed, those required by Section 3(8) of the Condominium Act and, By-Laws provided for under the Michigan Non-Profit Corporation Act.

Section 6. Membership. Each Owner and each defined Member is a Member of The Association. No other person or entity shall be a Member.

Section 7. Restrictions and Responsibilities. No share of an Owner in the funds and assets of The Association can be assigned, pledged or transferred in any manner except as an appurtenance to each unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents available to each member by electronic means and each Unit shall be supplied one copy of the Master Deed and By-laws. Upon sale of a Unit, the copy of the Master Deed and By-Laws provided to that Unit shall be transferred to the new owner by the seller.

Section 8. Transfer of a Unit. No Owner may transfer Membership in the Association without Board approval. Board approval shall not be unreasonably withheld and a decision on any transfer of ownership of a Unit shall be promptly made.

Section 9. Board Of Directors. The day-to-day operation of The Association shall be governed by a five (5) Member Board of Directors, two members of which shall be elected at The Association annual meeting in odd numbered years and three members of which shall be elected at The Association annual meeting in even numbered years. If there are fewer candidates for the Board at the annual meeting than there are openings, the Board, at its first meeting after the annual meeting shall appoint a Member or Members to serve on the Board during the ensuing year or call a special meeting for the purpose of filling vacancies. All members of the Board must be voting Members of The Association

ARTICLE II

ANNUAL MEETING

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of The Association or at such other suitable place convenient to the Members as determined by the Board of Directors. Meetings of The Association shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. Date of Annual Meetings. Annual meetings of Members of The Association shall be held in the month of May on such date and at such time determined by the Board of Directors.

Section 3. Notice, Agenda, and Voting At Annual Meeting. No later than six weeks prior to the date of the annual meeting, each member shall be notified of the time and place of the annual meeting by one or more of the following methods: mailing to each Unit; by electronic means; or by placing a notice of the meeting on the main entry door of each Unit.

- a. In addition to identifying the time and place of the meeting, the notice shall include a statement indicating that Members may request an item to be placed on the agenda. Such request shall be provided to the Secretary of the Board of Directors no later than two weeks prior to the date of the meeting. All such requests that are timely received shall be placed on the agenda. The Member making the request shall have the responsibility to provide Members with any information regarding the request.
- b. The notice shall also include a statement informing Members that members of the Board of Directors will be elected at the annual meeting. The notice shall also include a statement informing Members that they can become candidates for the Board by providing the Secretary of the Board an indication, in writing, of their candidacy, including their name and address, no later than 30 days prior to the date of the annual meeting. A candidate may withdraw their name from consideration at any time, but an indication of Candidacy received later than 30 days prior to the election shall not be considered for election to the Board.
- c. The notice shall also inform Members that each Member has a right to examine books, records contracts, and financial statements of The Association upon reasonable request and that an annual budget shall be adopted at the annual meeting, including a resolution approving the monthly Association fee for the coming year.
- d. The notice shall also inform Members that there will be a vote at the annual meeting to waive a requirement of the Condominium Act that

- requires an annual audit of the books, records, and financial statements of The Association by a Certified Public Accountant unless waived.
- e. Two weeks prior to the meeting the Secretary of the Board shall provide each Member a final agenda that contains a list of candidates for the Board of Directors, a ballot, and identifies other action items.
 - f. Each Unit shall have one vote on any item on the agenda that requires approval of the Members. Each Unit shall have one voting Member identified in accordance with Article V, Section 3 of these By-Laws. The maximum number of votes on any matter for which a membership vote is required is 25.
 - g. Completed ballots for the election of the Board of Directors may be submitted to the Secretary of the Board prior to or at the annual meeting. No ballot shall be counted prior to the annual meeting. The President presiding at the annual meeting shall appoint a Member who is not a candidate for the Board and does not reside in a Unit in which a candidate resides, to count the votes.
 - h. VOTING BY PROXY SHALL BE PERMITTED.**
 - i. All business at the annual meeting, except as otherwise provided by these By-Laws shall be by majority vote.
 - j. Except for voting for the Board of Directors, all business at the annual meeting may be conducted by electronic means.

ARTICLE III

MEETINGS OF THE BOARD

Section 1. Election of Officers. Within two weeks after the Annual Meeting, the newly elected Board of Directors shall meet and elect a President, Vice-President, Secretary, and Treasurer from its members. The Board may also establish an Assistant Secretary or Assistant Treasurer position. The Board may also combine the positions of the Secretary and Treasurer.

Section 2. Regular Meeting Schedule. At its first meeting after the Annual Meeting, the Board shall also establish a regular meeting schedule of no less than quarterly meetings.

Section 3. Other Business. At its first meeting after the Annual Meeting, the Board shall conduct such other business as is necessary.

Section 4. Other Meetings. The Board may hold meetings in addition to those scheduled at the first meeting after the Annual Meeting, as necessary. Special meetings of all Owners may be called by the President after consultation with any member of the Board or upon request of the Owners of any two Units.

Section 5. Notice. Each Unit shall be notified by written or electronic means of the names of the officers of The Association and the dates of scheduled quarterly meetings. Any Member may attend such meetings and each agenda for such a meeting shall provide an opportunity for a Member to address the Board on any subject relevant to the interests of The Association.

Section 6. Voting. No business shall be conducted on behalf of The Association except upon the affirmative vote of the majority of the Board of Directors or the affirmative vote of 13 Units, unless otherwise required by these By-Laws or by statute.

Section 7. Vacancy. Any vacancy on the Board of Directors caused by resignation or removal of an existing member which occurs between Annual Meetings of the Association shall be filled by majority vote of the Board. No later than 10 days prior to voting, the Board shall notify Members of the vacancy and the opportunity to serve.

Section 8. Removal. A member of the Board of Directors may be removed by a majority vote of the Units after notice of a meeting for that purpose. Prior to a vote, the Board member shall be afforded an opportunity to address Members regarding any reason provided for the removal. Such meeting shall be called at the request of 10 Units. The request must be in writing and must state the reason or reasons for the removal.

ARTICLE IV
ORDER OF BUSINESS AT MEETINGS

The order of business at meetings shall be as follows:

1. Roll Call
2. Approval of the Agenda
3. Approval of Minutes from the previous meeting
4. Election of Directors or Officers (if applicable)
5. Old Business
6. New Business
7. Comments by Members
8. Comments by Directors
9. Adjournment

ARTICLE V
VOTING

Section 1. Vote. Except as limited in these By-Laws, each unit shall be entitled to one vote.

Section 2. Eligibility to Vote. The vote of each Unit may be cast only by the individual representative or alternate designated by the Owner(s) of such Unit. A Unit vote must be cast by an Owner of that Unit.

Section 3. Designation of Voting Representative. Each Owner shall file a written designation with the Secretary of the Board identifying the Unit representative who shall vote at meetings of The Association and receive all notices and other communications from The Association on behalf of such Owner(s). The designation shall state the name and address of the Member designated, the address of the condominium Unit or Units for which the designation is made, and the name and address of each person, firm, corporation, partnership, association, trust, or other entity who is an Owner(s) of that Unit or Units. The designation shall be signed and dated by the Owner(s). The individual designated may be

changed by the Owner(s) at any time by filing a new designation in the above manner. The designation may identify an alternate voting Member who would vote in the absence of the designated Member. The Board shall establish a form for the designation and shall distribute a copy to each Unit.

Section 4. Quorum. Three or more members of the Board of Directors shall constitute a quorum for the purpose of conducting business on behalf of The Association at a Board of Directors meeting. The presence of persons qualified to vote on behalf of 13 of the Units constitutes a quorum for the purpose of conducting business required by these By-Laws to be approved by the Units. Presence at a meeting by a designated voter may be in person or by electronic means. The vote of any person designated to vote on behalf of a Unit, delivered to the Secretary of the Board in person or electronically prior to any duly called meeting of all Owners, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast and such vote shall be counted in all vote totals.

ARTICLE VI

DUTIES OF OFFICERS

Section 1. President. The President shall have the following duties:

- a. To preside over all meetings.
- b. To be a signatory to all contracts entered into on behalf of The Association.
- c. To be the signatory on all other documents requiring signature.
- d. To approve all expenditures of The Association except as may be otherwise provided by these By-Laws.

Section 2. Vice-President. The Vice-President performs all duties of the President when the President is absent or otherwise unable to perform his or her duties.

Section 3. Secretary. The Secretary shall have the following duties:

- a. To serve a notice of each meeting of Owners stating the purposes thereof as well as the time and place where it is to be held, at least ten (10) days but not more than sixty (60) days prior to such meeting except as otherwise may be provided by these By-Laws. All notices may be served on Owners by regular mail, electronically or by delivery to the entry door of each Unit.
- b. To take minutes of each regular and special meeting and provide copies of approved minutes to each Unit in the same manner as notices are provided.
- c. To maintain, by electronic means, a copy of all meeting notices, minutes, contracts, and other records relating to the operation of The Association.

Section 4. Treasurer. The Treasurer shall have the following duties:

- a. To maintain all books and records of The Association necessary to provide a detailed account of the revenues and expenditures of the Association. Such books and records shall be available for review by any Member upon reasonable request. Such books and records shall be maintained by electronic means.
- b. To, from time to time, provide a financial report showing the revenues and expenditures of The Association for use at meetings.
- c. To provide a proposed annual budget based on expected revenues and expenses, for the Members to approve at the annual meeting.
- d. To maintain a bank account in which all revenues are deposited and from which all **APPROVED** expenditures are drawn.
- e. To report finances as follows:
 - 1. Personal property taxes shall be treated as expenses of The Association.
 - 2. Any liability related to the common areas of The Association or the administration of The Association shall be treated as an expense of The Association.

3. Any sum received as the proceeds of, or pursuant to, a policy of insurance covering the liability of The Association shall be treated as revenue.
- f. To receive all monthly fees for the operation of The Association and deposit such fees in The Association bank account. A percentage of those fees as established by the Board of Directors, shall be maintained in a separate interest-bearing account for the purpose of future operational expenses relating to the common areas of The Association.
- g. TO BE RESPONSIBLE FOR MAKING APPROVED EXPENDITURES ON A TIMELY BASIS.

ARTICLE VII

POWERS OF THE BOARD OF DIRECTORS

Section 1. General Authority. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of The Association and may take any action not prohibited by the Condominium Documents or laws identified in Article I or specifically required to be approved by the Units.

Section 2. Specific Powers. In addition to implied powers authorized by these By-Laws, the Board of Directors shall have the following authority:

- a. To manage and administer the affairs of and to maintain The Association and its common elements and to enforce the provisions of law and the Condominium Documents.
- b. To levy, collect, and disburse assessments against and from the Members of The Association and to use the proceeds for the purposes of The Association, to enforce assessments through liens and foreclosure proceedings when appropriate and to impose late charges for nonpayment of assessments.
- c. To carry insurance and collect and allocate any proceeds.
- d. To rebuild and make improvements to the common areas.

- e. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance, and administration of The Association.
- 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 Association and easements, rights-of-way and licenses) on behalf of The Association in furtherance of any of the purposes of The Association.
- g. To borrow money to further the purposes of The Association, and to secure the same by mortgage, pledge, or other lien on property owned by The Association; provided, however, that any such action shall also be approved by affirmative vote of sixty percent (60%) of all of the Units of The Association.
- h. To make reasonable rules and regulations governing the use and enjoyment of The Association by Owners, tenants, guest, employees, invitees, families, and pets and to enforce such rules and regulations by all legal methods, including without limitation, imposing fines and late payment charges or instituting eviction or legal proceedings.
- i. To establish such committees of Members as it deems necessary, convenient or desirable, and to appoint Members to any committee for the purpose of implementing the administration of The Association, and to delegate to committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- j. To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to enable Unit co-owners to obtain mortgage loans.
- k. To levy, collect, and disburse fines against and from the Members of The Association who violate the rules and regulations of The Association and to use the proceeds for the purposes of The Association.
- l. To assert, defend, or settle claims on behalf of The Association. The Board shall notify the Members no less than 10 days prior to taking such action.

- m. To authorize the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of The Association.
- n. To establish a percentage of all revenues which shall be deposited in a reserve account until such time as authorized for expenditure in an annual budget.
- o. To decide, in the sole discretion of the Board of Directors, that existing assessments are or may prove to be insufficient to pay the costs of operation and management of The Association; or, to provide replacements of existing common elements at a value not exceeding \$10,000.00; or, that an emergency requiring additional funds exists. In those instances, the Board of Directors shall have the authority to increase the general assessment or to levy a temporary additional assessment or assessments as it shall deem to be necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of The Association and its Members and shall not be enforceable by any creditors of The Association or of its Members.

Section 3. Management Agent. The Board of Directors may employ a professional management agent for The Association at reasonable compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the 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. No contract with a professional management agent which is greater than one (1) year or which is not terminable by The Association, without cause and with no termination fee, upon thirty (30) days' written notice thereof to the other party shall be permitted without approval by a majority of the owners and no such contract shall be contrary to the Condominium Documents.

ARTICLE VIII

ASSESSMENTS

Section 1. Authority to ASSESS. At the Annual Meeting, the Units shall, by resolution separate from the annual budget, establish a monthly fee, payable by each Unit, which shall be sufficient to pay the expected expenses of The Association as established in the annual budget. Except as otherwise provided in the By-Laws, the assessment adopted shall continue until the next annual meeting.

Section 2. Special Assessments. In addition to those required in Section 1 above, the Board of Directors from time to time may request a special assessment be approved by the Units to address unique or emergency needs.

Section 3. Apportionment of Assessments and Penalty for Default.

- a. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Units to cover expenses of administration shall be apportioned among and paid pro rata, by Unit. Any expenses incurred as a result of the conduct of an individual Owner(s), or their tenants or invitees, shall be specifically assessed against the Unit or Units involved. Annual assessments as determined in accordance with this Article, shall be payable by Owner(s) in twelve (12) equal monthly installments, or annually or quarterly at the choice of the Unit Owner(s) commencing with the approved transfer of ownership of a Unit by deed or a land contract vendee's interest in a Unit, or by the acquisition of fee simple title to a Unit by any other means. 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.
- b. Each default unpaid for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum, plus such additional interest rate surcharge as the Board of Directors shall approve, until each installment is paid in full. Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent amounts shall not exceed the limit set by the laws of the State of Michigan. The Board of Directors may levy fines for the late payment of assessments in addition to such interest. Each Owner shall be, and remain, personally liable for the payment of all assessments

pertinent to her or his Unit which may be levied while such person is the Owner. Payments made as a result of assessments in default shall be applied as follows: First, to cost of collection and enforcement of payment, including attorney fees and all other statutory fees; second, to any interest charges and fines for late payment on such installments; third, to installments in default in order of their due dates.

Section 4. Enforcement.

- a. Remedies. In addition to any other remedies available to The Association, it may seek a money judgment or seek foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Owner in the payment of any installment of the annual assessment levied against her or his Unit, The Association shall have the right to declare all unpaid installments of the annual assessment immediately due and payable. The Association also may discontinue the furnishing of any services to an Owner in default upon seven (7) days' written notice to such Owner of its intention to do so. An Owner in default shall not be entitled to utilize any of the general common elements of The Association except for ingress and egress and the affected Unit shall not be entitled to vote at any meeting of The Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Owner or any persons claiming under her or him and, if the Unit is not occupied, to lease the Unit and collect and apply the rental proceeds to any delinquency owed to The Association. All of these remedies shall be cumulative and not alternative and shall not preclude The Association from exercising such other remedies as may be available at law or in equity.
- b. Foreclosure Proceedings. The Association has the unqualified right to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as amended, are hereby incorporated by reference as if fully stated in these By-Laws. Further, The Association is authorized and empowered to sell or to cause to be sold any Unit with respect to which an

assessment(s) is delinquent and to receive, hold, and distribute the proceeds of such sale in accordance with the priorities established by these By-Laws. By purchase of a Unit, each Owner of that Unit acknowledges the authority of the content of this Sub-Section of the By-Laws voluntarily, intelligently, and knowingly.

- c. Notice of Action. Neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after personal service or mailing by first class mail, postage prepaid, addressed to the delinquent Owner(s) at her or his or their last known address, return receipt requested, a written notice that one (1) or more installments of an assessment(s) levied against the pertinent Unit is delinquent and that The Association may invoke any remedies available to it if the default is not cured within ten (10) days after service of the Notice of Delinquency. If the delinquency is not cured within 10 days after service of the Notice of Delinquency, The Association may serve the Owner(s) with a Notice of Lien that complies with MCL 559.208 as amended, and sets forth all of the following: 1) the legal description of the Unit(s) to which the lien attaches; 2) the name(s) of the Owner(s) of record; 3) the amounts due The Association as of the date of the Notice of Lien (exclusive of interest, costs attorney's fees, and future assessments); 4) the signature of an officer of The Association; and, 5) be in recordable form. The notice shall be recorded in the office of the Ingham County Register of Deeds prior to service of the Notice of Lien on the Owner(s) of record. If the delinquency is not cured within the ten (10) day period, The Association may take such remedial action as is available to it.
- d. Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney fees, and advances for taxes or other liens paid by The Association to protect its lien shall be chargeable to the Unit in default and shall be secured by the lien by her or his Unit.

Section 6. Liability of Mortgage. Notwithstanding any other provision of the Condominium Documents, the holder of any first mortgage on any Unit which

acquires title to the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder acquires title to the Unit. Provided that, such waiver shall not apply to any 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.

Section 7. Common Area Assessments. Any tax assessed on the common areas of The Association or the personal property of The Association shall be treated as expenses of administration and budgeted as such.

Section 8. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 9. Statement as to Unpaid Assessments. In approving the sale of a Unit, the Board of Directors shall indicate to the purchaser the amount of the unpaid assessments attributable to the Unit being purchased, if any, and condition approval of the sale upon payment to The Association of the delinquency at closing of the sale. Upon the payment of any delinquent assessments at the closing of the sale, The Association's lien for unpaid assessments as to such Unit is and shall be satisfied.

ARTICLE IX

DISPUTES

Section 1. Scope: Except as otherwise provided in these By-Laws, any disputes, claims or grievances arising between an Owner and The Association, or between Owners, may be submitted to arbitration using the Rules of The American Arbitration Association, as amended, provided all parties agree to the arbitration. No question regarding a claim of any kind or nature to the title to any Unit shall be subject to arbitration.

Section 2. Judicial Relief. As to any dispute, claim, or grievance, neither an Owner nor The Association shall be precluded from petitioning the courts to resolve any such disputes, claims, or grievances.

Section 3. Election of Remedies. The election by an Owner and The Association to submit any such dispute, claim, or grievance to arbitration shall preclude the Owner and The Association from litigating such dispute, claim, or grievance in the courts except as otherwise provided by law for appeal of an arbitration decision.

ARTICLE X

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the common and limited common areas in The Association, carry “all risk” property coverage and liability insurance, fidelity coverage, and workmen’s compensation insurance, if applicable, regarding the ownership, use, and maintenance of the common and limited common areas of the condominium project, and such insurance shall be carried and administered in accordance with the following provisions:

- a. Responsibilities of The Association. All such insurance shall be purchased by The Association for the benefit of The Association, its Owners, and its Members.
- b. Coverage of Common Areas. All common and limited common areas of The Association shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of The Association.
- c. Premium Expenses. All premiums for insurance purchased by The Association shall be treated as an expense of The Association for budget purposes.
- d. Proceeds of Insurance Policies. Any proceeds paid to The Association by its insurer(s) shall be treated as a revenue for budget purposes. Provide, however, the proceeds from any insurance policy of The Association resulting from a loss requiring repair or reconstruction of a common or limited common area of The Association shall be applied to such repair or reconstruction.

Section 2. Authority of The Association to Settle Insurance Claims. The Board of Directors shall have full power and authority to purchase and maintain insurance as set forth above, to collect and remit premiums, to collect proceeds, to settle claims, to execute releases of liability, and to otherwise execute all documents and to do all things on behalf of The Association and its Owners and Members as shall be necessary.

Section 3. Responsibility of Owners. Each Owner shall maintain hazard and liability insurance with respect to her or his Unit and all other improvements constructed or to be constructed within the perimeter of her or his Unit. Such insurance shall be in an amount equal to the maximum insurable replacement value. Each Owner shall file a copy of the declarations page of such insurance with The Association Secretary if required by the Board. After the initial filing, the Owner(s) of each Unit may simply notify the Secretary, by electronic means, that there has been no change in coverage from the prior year. In the event of the failure of an Owner to obtain such insurance or to provide evidence thereof to The Association, The Association may obtain such insurance on behalf of such Owner and the premiums for that insurance shall constitute a lien against the Unit, which may be collected in the same manner that The Association assessments may be collected.

Section 4. The Association Obligation. The Association shall have no obligation to insure anything other than the common and limited common areas of The Association. The Board of Directors may elect, to obtain insurance under circumstances described in Section 3. The cost of such insurance shall be treated as an expense in The Association Budget. A copy of the declarations page of such a policy of insurance shall be available to Owners upon request. The cost of such insurance premium shall be attributed to the Unit responsible and shall constitute a lien on that Unit.

Section 5. Waiver of Right of Subrogation. The Association and all Owners shall use their best efforts to purchase property and liability insurance in which the insurer waives its right of subrogation as to any claims against any Owner(s) or The Association.

ARTICLE XI

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of The Association or the Unit(s) are damaged, the determination of whether it will be reconstructed or repaired, and the responsibility therefor, shall be determined as follows:

- a. Common and limited Common Areas. If the damaged property is a common or limited common area, the damaged property shall be rebuilt or repaired by The Association. However, if the damage is not to a roadway or other common area providing access for essential public services, the Units may unanimously agree that the damaged property not be rebuilt or repaired. The decision shall be made by vote by the Units at a special meeting held for that purpose.
- b. Unit or Improvements Thereon. If damage to a Unit or any improvements to a Unit is not otherwise addressed by the Master Deed or these By-laws, the Owner(s) of such Unit shall determine whether to rebuild or repair the damaged property. The Owner(s) shall be responsible for any reconstruction or repair costs that she or he elects to make. The Owner(s) shall in any event remove all debris and restore the Unit to a clean and sightly condition satisfactory to The Association as soon as reasonably possible following the occurrence of the damage. If the Owner(s) failed to clear debris and restore the Unit to a clean and sightly condition with thirty (30) days of the event that caused the damage, the Board of Directors may choose to have the Unit restored. The expense of which shall constitute a lien on the Unit.

Section 2. Repair in Accordance with Condominium Documents. Any such reconstruction or repair shall be in conformance with the provisions of the Master Deed and By-laws.

Section 3. The Association Process for Repair. Immediately after the occurrence of a casualty causing damage to property for which The Association has the responsibility of maintenance, repair, and reconstruction, The Board 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 cost of reconstruction or repair required

to be performed, The Board may establish a special assessment equal to the cost of reconstruction and repair or utilize any other funds available for that purpose.

Section 4. Timely Reconstruction and Repair. If damage to the general common elements adversely affects the appearance of The Association, cleanup, repair and reconstruction shall commence. The Board shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

- a. Taking of a Unit. In the event of any taking of all or any portion of a Unit by eminent domain, any amount paid shall be the property of the Owner(s). If an entire Unit is taken by eminent domain, the Owner(s) shall have no further interest in The Association and shall no longer be a Member(s) of The Association.
- b. Taking of Common Areas. If there is any taking of any portion of the common areas of The Association, the proceeds relative to such taking shall be distributed to the Units, each Unit receiving 1/25 of the proceeds.
- c. Continuation of Condominium After Taking. After a taking by eminent domain which impacts The Association, the remaining portion of The Association shall be surveyed and the Master Deed amended accordingly. Such amendment may be executed by an officer of The Association duly authorized by the Board of Directors or these By-Laws without a vote of the Owner(s).
- d. Applicability of the Act. To the extent consistent with the foregoing provisions, MCL 559.233 shall control any taking by eminent domain.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give an Owner(s) or any other party priority over first mortgages.

ARTICLE XII

RESTRICTIONS

All of the Units in The Association shall be held, used, and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in The Association shall be used for other than single-family residential purposes as defined by the City of East Lansing's Zoning Ordinances and the Units and common elements shall also be restricted in the following manner:

- a. Modifications, Alterations or Changes. No Owner(s) shall make alterations, modifications, or changes in the exterior of any of the Units without express written approval of the Board of Directors including, without limitation, the erection of antennas of any sort (including dish antennas), lights, aerials, awnings, newspaper holders, basketball backboards, mailboxes, flag poles, decks, patios, windows, doors (garage or entry), or other exterior attachments or modifications. No attachment, appliances, or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. No Owner(s) shall in any way restrict access to any utility line, or any Common or Limited Common Areas or in any way that affects an Owner's or The Association's rights or responsibilities in any way.
- b. Building Size and Height. No building or structure shall exceed two (2) stories and thirty-five (35) feet in height and all buildings or structures shall be constructed within the perimeter of a Unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external walls.
 - (1) One Story/Ranch: One thousand six hundred (1,600) square feet.
 - (2) Two Story: One thousand seven hundred (1,700) square feet (one thousand (1,000) square feet on the main floor.
- c. Garages, Porches and Breezeways. Such shall not be included in computing minimum size requirements. No part of a single story or ranch structure that is below ground level shall be included in computing minimum size requirements. No part of any other structure that is more than one-half below ground level shall be included in computing minimum size requirements.
- d. Garage Size. All single-family dwellings shall have a two-car attached garage, or, with written approval of The Association, a three-car

- attached garage. Carports and detached garages shall not be erected, placed, or permitted to remain on any Unit.
- e. Temporary Structures. No temporary structure of any kind such as a tent, camper, trailer, shack, barn and/or other outbuilding of any design whatsoever shall be erected or placed upon any Unit nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during reconstruction or remodeling of a Unit provided that such temporary structures shall be removed from the premises immediately upon completion of the work being performed.
 - f. Accessory Buildings. No accessory building or other outbuilding shall be permitted on any Unit.
 - g. Fences. No Owner(s) shall construct, or cause to be constructed, any fence of any nature or kind ~~except ornamental not exceeding three (3) feet in height~~ upon her or his unit **OR COMMON ELEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ASSOCIATION. PERIMETER FENCES ALONG UNIT LINES SHALL NOT BE PERMITTED.** ~~except on the perimeter of The Association. Prior to any such installation, the Unit property shall be surveyed by a licensed surveyor to ensure the installation is on the Unit boundary.~~
 - h. Antenna. No radio, television or other antenna or aerial shall be permitted on any Unit.
 - i. Front Lawn Lighting. Low level landscape lighting is permitted on a Unit. Until such time as The Association adopts a uniform policy with regard to the selection, location, installation, and maintenance of other safety lighting no such lighting may be installed on a Unit except adjacent to the front wall of the Unit and/or along the entry sidewalk to the Unit.
 - j. Landscaping, Dwellings and Driveways. The Association shall have and exercise control and have the exclusive right and responsibility for maintenance, repair, and replacement of the lawns and landscaping materials on all Common Areas. The Association shall also have the responsibility to provide lawn service for all Units. The cost of additions to, and replacement of landscaping within boundary of a Unit, is the sole responsibility of the Owner(s) of each Unit. The Owner(s) of each Unit shall have and exercise control of and have responsibility for

maintenance, repair and replacement of the exterior of the Unit. No Owner(s) shall alter, improve or add to any Unit exterior without the express written permission of the Board of Directors. The Association shall be responsible for snow removal from the driveways of each Unit. The cost of repair, sealing, and replacement of Unit driveways shall be the sole responsibility of the Owner(s) of each Unit. Responsibility for repair, replacement or sealing of Common or Limited Common areas is the responsibility of The Association. The maintenance and installation of landscaping on Limited Common Areas is the joint responsibility of the immediately adjacent Units.

- k. Additional Landscaping. No Owner shall install, remove or maintain any landscaping or plant any trees, shrubs, or flowers or place any ornamental materials upon the Common areas without the prior written approval of The Board of Directors.
- l. Compliance With Environmental Laws. No Owner(s) shall violate or cause to be violated any local, state, or federal environmental, health, safety, or sanitation laws, ordinances, codes, rules and regulations, interpretations or orders.

Section 2. Leasing and Rental. Any leasing or rental shall be subject to the following:

- a. Right to Lease. An Owner(s) may lease a portion of her or his Unit and the improvements thereon for single family purposes as set forth in the ordinances of the City of East Lansing. An Owner must reside in the Unit at all times any portion is leased to a tenant. Prior to executing a lease, the Owner(s) must submit a request to the Board of Directors accompanied by a copy of the proposed lease complying with City of East Lansing Ordinances, including proof, if necessary, that the Unit is licensed for rental purposes in accordance with those ordinances. With the exception of a lender in possession of a Unit following a default on a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure, no Owner(s) shall lease an entire Unit and the improvements thereon, and no tenant shall be permitted to occupy except under a lease. The terms of all leases shall

incorporate the Condominium Documents by reference. No Unit may be operated as an Air B&B or similar business model.

- b. Additional Requirements and Penalties. If the Board of Directors determines, upon the complaint of any Owner(s) or Member of the Association that a tenant or non-owner occupant has failed to comply with the provisions of the Condominium Documents, the following process applies:
- i. The Board of Directors shall notify the Owner(s) by certified mail advising of the alleged violation by the tenant.
 - ii. The Owner(s) shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or dispute the violation in writing.
 - iii. If, the breach is not cured or the Owner(s) has disputed the violation, and the Board of Directors finds that the breach may be repeated, it may institute an action for eviction against the tenant or non-Owner occupant; assess fines against the Owner(s); and seek available relief in the courts. Both the tenant and the Owner(s) are liable for any damages to the common elements caused by the tenant in connection with the Unit or The Association project.
 - iv. When the Owner(s) of a rental Unit is in arrears to The Association for assessments, The Association may give written notice of the arrearage to a tenant occupying the Unit subject to the lease, and the tenant after receiving the notice, shall thereafter deduct from rent an amount equal to the arrearage and future assessments as they fall due and pay them to The Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. Any lease shall specifically provide for this authority.

Section 3. Architectural Control. No exterior modification shall be made to any Unit unless plans and specifications that the Board of Directors may reasonably request, have first been approved in writing by the Board of Directors. Such exterior modification must also receive any necessary approvals from the City of

East Lansing, a copy of which shall be provided to the Board. The Board of Directors shall have the right to refuse to approve any requested modification not suitable or desirable in its' opinion, for aesthetic or other reasons. Any such modifications shall blend in and be consistent with adjacent Units and the natural surroundings. The purpose of this Section is to assure the continued maintenance of The Association as a beautiful and harmonious residential development; and shall be binding upon both The Association and upon all Owners. These restrictions shall not be construed or deemed to create negative reciprocal covenants, easements, or restrictions. The Board of Directors may provide acceptable examples of approved architectural elements to Unit Owners.

Section 4. Changes in Common Elements. No Owner(s) shall make changes or alterations to any of the common elements without the express written approval of the Board of Directors of The Association.

Section 5. Activities. No immoral, improper, unlawful, or offensive activity shall be permitted on the common areas or any Unit, nor shall activity be permitted which may be or become an annoyance or a nuisance to any Members of The Association. No unreasonably noisy activity shall be permitted on the Common areas or at any Unit at any time. Disputes among Owners resulting from this provision, which cannot be amicably resolved, shall be arbitrated by the Board of Directors. No Owner(s) shall do or permit anything to be done, or keep or permit to be kept, in her or his Unit or on the common areas anything that will increase the cost of insurance for The Association without the prior written approval of the Board of Directors. As a condition of approval, the Owner(s) shall be required to pay to The Association an amount equal to the increased insurance premiums resulting from any such activity. Activities 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, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. Owners shall be entitled to keep pets of a domestic nature within their Units. No pet or animal may be kept or bred for any commercial purpose. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or sanitary conditions. In the event an Owner's pet causes unnecessary and unreasonable disturbance or annoyance to

other Owners, and a written complaint is filed with the Secretary of the Board of Directors specifying the cause of such disturbance or annoyance, the Board of Directors, after giving Notice and Opportunity for Hearing before the Board of Directors to the owner of the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the Owner to remove the pet from her or his Unit and/or impose such other restrictions on the keeping of such pet as are reasonable. No pet or animal may be permitted to run loose at any time upon the common elements, and any dog shall be leashed while being walked in The Association. No dog houses, dog runs or tethering of dogs shall be allowed on any Unit in The Association. No savage or dangerous animal shall be kept and any Owner who causes any animal to be brought or kept upon The Association premises shall indemnify and hold harmless The Association for any loss, damage or liability which The Association may sustain as the result of the presence of such animal on the premises, whether or not The Association has given its permission therefor. Each Owner shall be responsible for collection and disposition of a fecal matter disposed by any pet maintained by such 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 areas. The Association may charge all Owners maintaining animals a reasonable additional assessment if the Board determines such assessment necessary to defray the maintenance cost to The Association due to accommodating animals within The Association. The Board of Directors may, without liability to the owner thereof, remove or cause to be removed any animal from The Association which it determines to be in violation of the restrictions imposed by this Section. The Board of Directors shall have the right to require that pets be registered with The Association and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of The Association may assess fines for such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations of The Association

Section 7. Aesthetics. No common areas or exterior of any Unit shall 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. Garage doors shall be reasonably kept closed unless as may be reasonably

necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck. Only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during season 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. Trash receptacles shall be stored in garages and shall not be permitted to remain on the common areas except for such periods of time as may be reasonably necessary to permit periodic collection of trash and recyclables. Neither the common areas nor the exterior of any Unit shall be used in any way for the drying, shaking, or airing of clothing or airing of clothing or other fabrics. No barbecue grills or wood piles may be placed in the front yard of a Unit without the prior written consent of the Board of Directors. In general, no activity shall be carried on nor condition maintained by an Owner(s), which is detrimental to the appearance of The Association.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, personal motor craft, camping vehicles, camping trailers, motorcycles, motor scooters, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon The Association premises, unless parked in a garage with the door closed. No inoperable vehicles of any type may be brought or stored upon The Association premises either temporarily or permanently. No vehicle may be parked on Common or Limited Common areas for longer than 72 hours without the express written consent of the Board of Directors. Commercial vehicles and trucks shall not be parked in or about The Association (except as above provided) except while making deliveries, pickups or other activity in the normal course of business.

Section 9. Advertising. No signs, banners or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the common elements, excluding 'For Sale' signs, without written permission from the Board of Directors. Except that, commencing 60 days prior to an election, political signs may be displayed in the window of a Unit and which shall be removed at the conclusion of the election.

Section 10. Rules and Regulations. The Board of Directors of The Association may establish and amend reasonable rules and regulations consistent with the Act, the Master Deed and these By-Laws concerning use of the common elements and other areas within The Association. Copies of all proposed rules, regulations and amendments shall become effective thirty (30) days after mailing to each Unit or delivery to the designated voting representative of each Unit personally or electronically. Any rule, regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Units at a special meeting called for that purpose.

Section 11. Right of Access. Members of the Board of Directors or its duly authorized agent, on behalf of The Association, have the authority to enter on the exterior premises of any Unit during business hours and upon reasonable notice to an Owner(s) 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 the exterior of each Unit and any improvements at all times without notice as may be necessary to make emergency repairs to prevent damage to the common areas or to that or another Unit or to the improvements thereon; or, to evaluate a request made to the Board for an alteration of the exterior of the Unit. In the event of an emergency requiring access to a Unit or to the improvements thereon, the Board of Directors or its agent may gain access in such manner as may be reasonable under the circumstances and neither members of the Board of Directors nor The Association shall be liable for any damage.

Section 12. Common Area Use. Roadways, sidewalks, yards, landscaped areas, driveways, and open spaces shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, toys, chairs, or other obstructions may be left unattended on or about the common areas.

Section 13. Unit Maintenance. Each Owner(s) shall maintain her or his unit and any improvements to the Unit in a safe, aesthetically pleasing, clean and sanitary condition. Each Owner(s) shall also use due care to avoid damaging any of the common areas, including, but limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other common areas within any Unit which may affect any other Unit. Each Owner(s) shall be

responsible for costs of The Association resulting from damage to or misuse of any of the common areas or limited common areas by the Owner(s) or the Owner's family, guests, agents, or invitees. To the extent such costs are reimbursed by insurance carried by The Association, the obligation of the Owner(s) shall be reduced. Any costs or damages to The Association constitute a lien on the Owner's Unit and may be collected in the same manner as other liens identified by these By-Laws.

Section 14. Resale of Units. **IN THE EVENT THERE IS A PROPOSED CHANGE IN OWNERSHIP, THE SELLER/EXECUTER SHALL NOTIFY THE BOARD OF THE NEW OWNER AT THE TIME THE SALE IS COMPLETED .** ~~Any Owner(s) who desires to sell her or his Unit shall provide the Secretary of the Board of Directors a copy of the listing agreement. Upon execution of a purchase agreement, a copy of that document shall also be provided to the Secretary of the Board of Directors who shall then schedule a meeting of the Board of Directors to consider approval of the sale.~~

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 its Owners. Such accounts and all other Association records shall be open for inspection by the Owners upon reasonable request. The Association shall prepare and distribute to each Owner(s) at least once a year a financial statement, the contents of which shall be defined by the Board of Directors. Unless waived by a vote of a majority of the Units at the annual meeting, the books of account shall be audited in accordance with the requirements of Michigan law. Upon request, any institutional holder of a first mortgage lien on any Unit in The Association shall be entitled to receive a copy of such annual audited financial statement within ninety

(90) days following the end of The Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration. If an audited statement is not available, any holder of a first mortgage on a Unit in The Association shall be allowed to have an audited statement prepared at its own expense.

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 Board of Directors. The commencement date of the fiscal year shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of The Association shall be initially deposited in a bank or credit union as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of the Board of Directors as set forth in these By-Laws and by resolution of the Board of Directors from time to time. The funds may be invested in a manner established by resolution of the Board of Directors.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Coverage. Every Director and officer of The Association, including any Member serving on any Committee appointed by the Board, shall be indemnified by The Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed in connection with any proceedings to which they may be a party or in which they may become involved by reason of their being or having been a Director or Officer of The Association or any Committee established by the Board of Directors.

Section 2. Exception. Indemnification shall be provided except in cases where the Director or Committee Member is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of The Association duties.

Section 3. Waiver. Where the Board of Directors, excluding any member who is subject to liability described in this Article, determines that settlement of a

request for indemnification is in the best interests of The Association and sets forth in written detail the reason for that determination, the Board of Directors may waive the limitation set out in Section 2 of this Article.

Section 4. Notice. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners of the determination.

Section 5. Insurance. The Board of Directors may purchase liability insurance covering acts of the Officers, Directors, and Committee Members of The Association in such amounts as it shall deem appropriate.

ARTICLE XV AMENDMENTS

Section 1. Proposal. Amendment of these By-Laws may be proposed by a majority vote of the Board of Directors or by a 2/3 vote of the Units.

Section 2. Meeting. Except as provided by Section 3 of this Article XV, whenever any amendment is proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these By-Laws.

Section 3. Voting by Board of Directors. The By-Laws may be amended by an affirmative vote of the majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of co-owners, mortgagees, or other interest parties, and to keep these By-Laws in compliance with the Act.

Section 4. Voting by Owners. These By-Laws may be amended by the Owners at any annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds (2/3) of all Units.

Section 5. When Effective. Any amendment to these By-Laws shall become effective upon the recording of such amendment in the office of the Ingham County Register of Deeds.

Section 7. Binding. A copy of each amendment to the By-Laws shall be furnished to every Unit of The Association after adoption; provided, however,

that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all Owners and Members irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI

DEFAULT

Section 1. Legal Action. Failure of an Owner(s) to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to cover sums due for damages, injunctive relief, foreclosure of lien or any combination, and such relief may be sought by The Association or, if appropriate, by an aggrieved Owner(s).

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by an Owner(s), The Association, if successful, shall be entitled to recover the costs of the proceedings and such reasonable attorney fees as may be determined by the court, but in no event shall any Owner(s) be entitled to recover attorney fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the condominium Documents shall also give The Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common areas or into any Unit when reasonably necessary and summarily remove and abate, at the expense of the Owner(s) in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Owner(s) arising out of the exercise of its removal and abatement power.

Section 4. Assessment of Fees. The Board of Directors, upon the violation of any of the provisions of the Condominium Documents by an Owner(s) may impose monetary fines for such violations. Fines may be assessed only after providing the offending Owner(s) notice of the violation and providing an opportunity for such Owner(s) to appear before the Board of Directors to contest the violation no less than seven (7) days after service of the notice. The Owner(s) may also waive the appearance before the Board of Directors and instead submit an explanation in writing that contests the fine. All fines constitute a lien on the

Unit owned by the offender and may be collected in the same manner as any other lien established by these By-Laws. The fine for a first violation shall be fifty dollars (\$50). The fine for a second violation shall be one hundred dollars (\$100). The fine for a third and any subsequent violation shall be three hundred dollars (\$300).

Section 5. Non-Waiver of Right. The failure of The Association or of any Owner(s) 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 Owner(s) to enforce such right, provision, covenant, or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to The Association or any Owner(s) pursuant to any terms, provisions, covenants, or conditions of the Condominium Documents are cumulative, and, unless otherwise stated in these By-Laws, the exercise of any one (1) or more is not an election of remedies and shall not preclude The Association or an Owner(s) from exercising any other rights granted by the Condominium Documents or any rights in law or equity except as otherwise provided in these By-Laws.

Section 7. Enforcement of Provisions of Condominium Documents. An Owner(s) may maintain an action against The Association and its Officers and Directors to compel the enforcement of the terms and provisions of the Condominium Documents. An Owner(s) may maintain an action against any other Owner(s) for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents.

ARTICLE XVII

SEVERABILITY

In the event any of the terms, provisions or covenants of these By-Laws or the other 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 Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XVIII

DEFINITIONS

Except as otherwise defined in these By-Laws, all terms used herein shall have the same meaning as set forth in the Master Deed or as set forth in the Act.