CONDOMINIUM BYLAWS – EXHIBIT "A" TO MASTER DEED

GARLAND WOODS ON THE FOUNTAINS GOLF COURSE
GARLAND WOODS ON THE FOUNTAINS GOLF COURSE II
GARLAND WOODS ON THE FOUNTAINS GOLF COURSE III

ARTICLE I

ASSOCIATION OF CO-OWNERS

A. **Garland Woods on the Fountains Golf Course, Garland Woods on the Fountains Golf Course II** and **Garland Woods on the Fountains Golf Course III** (collectively referred to as "Projects") are adjacent Site Condominium Projects located in the Township of Greenwood, County of Oscoda, State of Michigan shall be hereinafter administered by an Association of Co-owners, which shall be a non-profit corporation (hereinafter called the "Association") organized under the laws of the State of Michigan.

B. The Association shall be organized to manage, maintain and operate the Projects in accordance with the Master Deed for **Garland Woods on the Fountains Golf Course**, recorded at Liber 192, Page 3600, et seq.; the Master Deed for **Garland Woods on the Fountains Golf Course II**, recorded at Liber 194, Page 4282, et seq.; and the Master Deed for **Garland Woods on the Fountains Golf Course III**, recorded at Liber 202, Page 16152, et seq.; these Bylaws, the Articles of Incorporation and Bylaws of the Association and the laws of the State of Michigan. The Association shall be responsible for the management and administration of the common elements, property, easements and affairs of the Projects. The Association may provide for independent management of the Projects.

C. Membership in the Association and voting by the members of the Association shall be in accordance with the following provisions:

1. Each owner of a unit in **Garland Woods on the Fountains Golf Course, Garland Woods on the Fountains Golf Course II** and **Garland Woods on the Fountains Golf Course III** (collectively referred to herein as "Co-owners", and individually as "Owner") shall be a member of the Association and no other person or entity shall be entitled to membership.

2. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit in the Projects.

3. Each Co-owner shall be entitled to one (1) vote for each Condominium unit owned when voting by number and one (1) vote when voting by value (all units being assigned an equal percentage of value in Article VII of the Master Deed).

4. No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Projects to the Association. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in Paragraph 5 below or by a proxy given by such individual representative.

Notwithstanding anything herein to the contrary, a purchaser of a Unit by means of a land contract shall be designated the owner of that unit and entitled to the vote for that Unit.

5. Each Co-owner shall file a written notice with the Association, designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and email address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

6. There shall be an annual meeting of the Co-owners of the Association. Notice of the time, place and subject matter of all meetings shall be given to each Co-owner by mailing or electronic transmission the same to each individual representative designated by the respective Co-owner at least ten (10) days prior to said meeting.

7. The presence, in person or by proxy, of one-fifth (1/5) of the Co-owners in number and in value shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting, at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which a vote is cast.

8. Votes may be cast in person or by proxy or by writing, duly signed by the designated voting representative not present at a given meeting in person or by proxy or by electronic means, subject to the discretion of the Board of Directors. Proxies and any written vote must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

9. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority herein above set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

10. Any action which may be taken at a meeting of the Co-owners (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided above for the giving of notice of regular meetings of Members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which

would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

D. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The Association shall prepare and distribute to each Co-owner at least once a year financial statement, the contents of which shall be defined by the Association. Such accounts books, records, contracts, and financial statements concerning the administration and operation of the Projects shall be available for examination by any of the co-owners and their mortgagees at convenient times. If the Association's annual revenues are greater than $20,000.00, then on an annual basis the Association shall have its books, records, and financial statements independently audited or reviewed at the discretion of the Board of Directors by a certified public accountant, as defined in Section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American institute of certified public accountants. The Association may opt out of this requirement on an annual basis by an affirmative vote of a majority of the Co-owners. The accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Projects, any amendments thereto and all other Condominium documents, and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Projects, to inspect the same during reasonable hours..

E. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association.

F. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium documents and not inconsistent therewith.

G. Every director and every officer of the Corporation shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer when expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the directors seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the 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.

ARTICLE II

ASSESSMENTS

A. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Projects owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

B. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the common elements of the Projects or the administration of the Projects shall constitute expenditures affecting the administration of the Projects, 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 of the Projects or the administration of the Projects shall constitute receipts affecting the administration of the Projects.

C. Assessments shall be determined in accordance with the following provisions:

1. The Board of Directors of the Association may 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 Projects, including a reasonable allowance for contingencies and reserves. If the Projects include common elements, an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Paragraph D below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this section may prove to be inadequate for the Projects. The Association of Co-owners shall carefully analyze the Projects to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be mailed to each Co-owner, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient:

   a. to provide for the costs of operation and management of the Projects;

   b. to provide replacements of existing common elements in the Projects, if any;

   c. to provide additions to any common element in the Projects not exceeding $1,000.00 annually; or

   d. to provide for the costs in the event of emergencies;

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

2. Special assessments, in addition to those required in Article II, Paragraph C(1)(a) above may be made by the Board of Directors from time to time and approved by the Co-owners. Special assessments referred to in this paragraph shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.

D. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned equally among each unit in the Projects. Annual assessments as determined in accordance with Article II, Paragraph C(1) above, shall be payable by Co-owners, commencing with acquisition of legal or equitable title to a unit in the Projects. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his unit which may be levied while such Co-owner is the owner thereof.

E. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements of the Projects or by the abandonment of his unit.

F. Collection of Assessments. All remedies are discussed herein are cumulative and nothing herein shall limit the Association's right to use any legal means and remedy available against delinquent Owners.

1. *Suit at Law or Equity*. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who, from time to time, has any interest in the Projects, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement, and further, to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Notwithstanding anything to the contrary, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published until the expiration of ten (10) days after mailing, by First Class Mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the delinquency is not cured within ten (10) days after the date of mailing. Such written notice shall be in recordable form, executed by an authorized representative of the Association and shall set forth the following: (1) the name of the Co-owner of record thereof, (2) the legal description of the Condominium unit or units to which the notice applies, (3) the amounts due the Association of Co-owners at the date of notice, exclusive of interest, costs, attorney fees and future assessments. The notice shall be recorded in the office of the Register of Deeds in the county in which the Projects are located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. A receiver may be appointed in an action for

foreclosure of the assessment lien and may be empowered to take possession of the Condominium unit, if not occupied by the Co-owner, and to lease the Condominium unit and to collect and apply the rental therefrom. The Co-owner of a Condominium unit subject to foreclosure under this section, and any purchaser, grantee, successor or assignee of the Co-owner's interest in the Condominium unit is liable for assessments by the Association chargeable to the Condominium unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

2. *Other Remedies*. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. Further, a Co-owner in default may be barred from using any and all common elements of the Projects until the default is cured.

3. *Costs*. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his unit(s). The Board may also adopt an administrative fee that relates to the increased cost of the association in the collection of delinquent assessments.

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

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

I. A construction lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to the Act. Pursuant to Section 111 of the Act, the purchaser of any Condominium unit in the Projects may request a statement of the Association as to the outstanding amount of any unpaid assessments. Upon receipt of a written request to the Association accompanied by a copy of the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such purchaser and the unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

J. Upon the sale or conveyance of a Condominium unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the unit; and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium Unit is entitled to written statement from the Association, setting forth the amount of unpaid assessments outstanding against the unit, and the purchaser is not liable for unpaid assessments in excess of the amount set forth in such written statement, nor shall the unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the sale, or arrange for the payment of any unpaid assessments against the unit at the closing of the unit purchase if such a statement was requested, shall be liable for any unpaid assessments against the unit together with interest, costs, and attorney's fees incurred in connection with the collection thereof.

ARTICLE III

ARBITRATION

A. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

B. In the absence of an election and written consent to arbitrate under Paragraph A of this Article III, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

C. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

A. The Association shall only carry liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium Project.

B. All such insurance shall be purchased by the Association for the benefit of the Association and the Co-Owners and their mortgagees as their interests may appear and all premiums for insurance carried by the Association shall be an expense of administration.

C. Each Co-Owner shall obtain all necessary insurance coverage at his own expense upon his unit. It shall be each Co-Owner's responsibility to obtain insurance coverage for his unit, any structures constructed thereon and his personal property located within his unit or elsewhere on the Condominium and for his personal liability for occurrences within his unit or upon any limited common elements appurtenant to his unit, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage.

D. All common elements of the Condominium Project shall be insured against fire and other perils covered by standard extended coverage endorsement in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association.

E. The proceeds of any insurance policies received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

F. Each Co-Owner, by ownership of a unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of insurance coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Project and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance to the Condominium Project.

ARTICLE V

RECONSTRUCTION OR REPAIR

A. If any part of the Projects shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

> 1. If the damaged property is a common element, the property shall be rebuilt or repaired if any unit in the Projects is tenantable, unless it is determined that the Projects shall be terminated and each institutional holder of a first mortgage lien on any unit in the Projects has given its prior written approval of such termination.
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> 2. If the Projects are so damaged that no unit is tenantable, and if each institutional holder of a first mortgage lien on any unit in the Projects has given its prior written approval of the termination of the Projects, the damaged property shall not be rebuilt and the Projects shall be terminated, unless seventy-five percent (75%) or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

B. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Projects.

C. If the damage is only to a unit, which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Paragraph D below. In all other cases, the responsibility for construction and repair shall be that of the Association.

D. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of his unit. No Co-owner shall make a structural repair or modification to his or her unit without the prior written consent of the Association. The Association shall not consent if such repair or modification may jeopardize or impair the structural soundness or safety, or both, of the Projects.

E. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements in the Projects, if any.

F. The Act shall control upon any taking by eminent domain.

G. Nothing contained in the Condominium Documents for the Projects shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium units pursuant to their mortgages and in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units and/or common elements.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION

A. Architectural Control Committee

1. An Architectural Control Committee shall be established by the Board of Directors and shall at all times consist of three or more persons appointed by the Board of Directors.

2. Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action. The Committee shall make recommendations to the Board of Directors for the Board of Director's final determination.

B. Approval of Construction By Committee

1. The Board of Directors recognizes that there can be an infinite number of concepts and ideas for the development of lots consistent with its plan for the Projects. The Board of Directors wishes to encourage the formulation of new or innovative concepts and ideas. Nevertheless, for the protection of all lot or unit owners and for the preservation of the concept for the development of the Project, the Board of Directors wishes to make certain that any development of a lot will be consistent with the plan for the Projects, including the following:

a. No single-floor or split-level residence structure shall be erected, altered, placed, or permitted to remain on any lot unless such structure shall have one floor of living area 1,400 square feet in size. Residences classified as a two-story structure shall not have less than 1,400 square feet on the main level, nor less than a total living area of 1,800 square feet. The area may be computed by including exterior walls, partitions, bay windows (if the same reach to the floor and are fully enclosed and heated). The Board of Directors may deny construction in accordance with any plan submitted because of lack of harmony of external design with existing structures, or because of too great a similarity to other or nearby existing structures. No plan will be approved that will result in the same style being repeatedly used so as to create sameness of design in the Projects.

b. Each residence shall have at least an attached one-stall garage constructed only of materials permitted for the construction of residences.

c. All homes shall be located so as to comply with the setback restrictions hereinafter provided and all applicable zoning and building codes and on that portion of a lot as permitted by the Committee with an orientation approved by the Committee, it being the intent of these restrictions to keep homes as compatible as possible with the natural surroundings and with each other, and the adjoining golf courses.

d. The Committee shall have the right to waive or vary any of the restrictions contained in this section in such cases as it, in its sole judgment, shall deem to be in the best interests of those owning property in the Projects.

2. No lot or unit owner shall construct, modify or alter any improvements on a lot until all of the following have been completed:

a. The lot or unit owner has submitted to the Committee two complete sets of preliminary sketches showing floor plans, exterior elevations and an outline specification for materials and finishes.

b. The Committee has approved the preliminary sketches.

c. Upon approval of preliminary sketches, the lot or unit owner has submitted to the Committee two complete sets of plans and specifications therefore, in form satisfactory to the Committee, showing insofar as is appropriate:

(1) The size and dimensions of the improvements;

(2) The exterior design;

(3) The exterior color scheme;

(4) The exact location of the improvement on the lot; and

(5) The location of the driveways, parking areas and landscaping (including location and construction of all utilities).

d. The Committee shall make its recommendation to the Board of Directors.

Approval of preliminary sketches and detailed plans and specifications may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of the Committee as to the location of the structure on the lot, color scheme, finish, design, proportions, shape, height, type or appropriateness of the proposed improvement or alteration, the materials used therein, the kind, shape or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives of the Projects or with the improvements erected in the immediate vicinity of the lot or unit.

> 3. In the event that a lot or unit owner wishes to change the exterior color scheme of any improvement, he shall submit to the Committee such information with respect to this proposed change as the Committee shall require and to make this change only after receiving written approval from the Board of Directors.
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> 4. If at any time a lot or unit owner shall have submitted to the Committee plans and specifications in accordance with this section for a structure or alteration, and the Committee has neither approved such plans and specifications within the thirty (30) days from the date of submission, nor notified the lot or unit owner of its objection with such 30-day period, then such plans and specifications shall be deemed to have been approved by the Board of Directors. In the event that a lot or unit owner shall file revised plans and specifications for a structure or alteration with the Committee after receiving objections from the Board of Directors with respect to original plans and specifications, and the Board of Directors has neither approved them nor notified the lot or unit owner of further objections within thirty (30) days from the date of submission, then such revised plans and specifications shall be deemed to have been approved by the Board of Directors.

C. Except with the approval of the Board of Directors or as may be necessary in connection with the construction of an approved improvement, no excavation shall be made on any lot nor shall any dirt be removed therefrom.

D. Except with the approval of the Board of Directors, the natural drainage on any lot shall not be changed.

E. The exterior of any improvement shall not remain incomplete for a period of longer than six (6) months from the date upon which constructions of the improvement was commenced without prior approval of the Board of Directors and all construction shall be pursued diligently to completion.

F. Any and all landscaping must be completed within six (6) months after the date of completion of construction of a residence.

G. No statute or similar structure shall be permitted on any lot without the approval of the Committee. All mailboxes shall be approved by the Board of Directors.

H. No outbuildings of any kind will be permitted.

I. No exposed concrete or concrete blocks shall be permitted on any exterior except for foundation walls which may be exposed to a maximum height of eighteen (18) inches above the finished ground level (grade). Any concrete or concrete block wall which exceeds eighteen (18) inches in height above finished grades must be covered with an approved exterior finish material.

J. Metal or aluminum siding or exterior finish material shall not be permitted except in soffit areas or for gutters and down spouts.

K. All utilities such as telephone and electric service shall be underground from the private ways to all structures. Overhead utility service is not permitted in any lot or home site.

L. All driveways or areas used for vehicular traffic or parking shall be paved with a minimum of two (2) inch bituminous paving material or approved equal, to the private way.

M. Below grade swimming pools will be permitted subject to prior Committee written approval.

N. Each residence shall be constructed so as to conform with the following setback requirements (setbacks are determined from lot lines):

Front Yard (borders the access roads)	40 Feet Setback
Rear Yard (facing the golf course)	50 Feet Setback[1]
Side Yard	30 Feet Setback[2]

ARTICLE VII

RESTRICTIONS

A. No unit in the Condominium shall be used for other than single-family residential purposes and the common elements, if any, shall be used only for purposes consistent with the use of single-family residences.

B. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon any common elements, limited or general, nor shall anything be done which may be or becomes an annoyance or a nuisance to the Co-Owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on any of the common elements. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in his unit or on any of 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.

C. 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

[1]The Board of Directors may, in its discretion, vary the setback restrictions from golf course fairways to accommodate unique lot configuration(s).

[2]The Board of Directors may, in its discretion, reduce or increase side yard setbacks so as to “center” the construction site on each lot.

regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on any 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. In general, no activity shall be carried on nor condition maintained by a Co-Owner either in his unit or upon any common elements, which spoils the appearance of the Condominium. Each lot owner whose lot borders a common element shall be responsible for maintenance and upkeep of his lot to the actual location of any common element notwithstanding a contrary depiction on Exhibit "B" to the Master Deed.

D. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies and stairs shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.

E. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the premises of the Condominium.

F. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

G. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or any common elements, including “For Sale” signs, without written permission from the Association.

H. No animals of any kind shall be raised, kept or permitted upon the property or any part thereof other than dogs, cats and birds. Such animals are not to be kept, bred or raised for commercial purposes or in unreasonable numbers, and are to be reasonably controlled to avoid their being a nuisance to other lot or unit owners. Dogs shall be confined with enclosed fences or leashed at all times while out of doors and shall not be allowed to run free. All animals shall be subject to such rules and regulations as the Association shall from time to time adopt.

I. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

J. The Association or its duly authorized agents shall have access to each unit (but not the residence constructed thereon) 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 any common elements or to another unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his unit and any limited common elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his unit and any limited common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

K. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements. No trees shall be removed from the condominium premises without prior approval of the Committee.

L. Each Co-owner shall maintain his unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

M. None of the restrictions contained in this Article VII shall apply to the commercial activities or signs, if any, of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time.

N. No lot nor any improvement located thereon may be leased or rented at any time for any purpose. Transient rentals, short-term rentals, mid-term and long-term rental arrangements are all hereby expressly prohibited.

ARTICLE VIII.

MORTGAGES

A. Any Co-owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such unit, report any unpaid assessments due from the Co-owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Projects written notification of any default in the performance of the obligations of the Co-owner of such unit that is not cured within sixty (60) days.

B. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage and vandalism and malicious mischief and the amounts of such coverage.

C. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any unit on the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

D. The Association shall give timely notice to all mortgagees of: (1) any condemnation or casualty loss that affects either a material portion of the Projects or the unit securing its mortgage; (2) any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage; (3) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of mortgagees.

ARTICLE IX

AMENDMENTS

A. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members or by instrument in writing signed by them.

B. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

C. Except as expressly limited in Paragraph D of this Article IX, these Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than two-thirds (2/3) of all Co-owners in number.

D. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located.

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

ARTICLE X

COMPLIANCE

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

ARTICLE XI

DEFINITIONS

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

ARTICLE XII

REMEDIES FOR DEFAULT

A. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

1. Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include, but without limiting, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

2. In any proceeding arising because of an alleged default by an Co-owner or in any proceeding brought against the Association or its officer and/or directors to compel enforcement of the Condominium Documents, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

3. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon any common elements, limited or general, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

4. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. Fines may be assessed only upon notice to the offending Co-owners as prescribed in the Association Bylaws and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

B. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

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

D. Recovery of Costs and Attorney's Fees. The Association shall be entitled to recover from the responsible Co-owner, lessee, tenant, non-Co-owner resident and/or guest, the pre-litigation costs and attorney fees, including those incurred in bankruptcy proceedings and/or probate proceedings, incurred in obtaining any of their compliance with the Condominium Documents and the Act. A Co-owner, if successful in suing another Co-owner, lessee, tenant, non-Co-owner resident and/or guest, shall be entitled to recover from the responsible Co-owner, lessee, tenant, non-Co-owner resident and/or guest the costs and attorney's fees incurred in obtaining any of their compliance with the Condominium Documents and the Act. The Association shall have no responsibility to collect or enforce any judicial or administrative orders against or obtained by a Co-owner against another Co-owner, lessee, tenant, non-Co-owner resident and/or guest. In any proceeding arising because of an alleged default by a Co-owner, lessee, tenant, non-Co-owner resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding, including all those incurred in any appellate, bankruptcy and/or probate proceedings, 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 costs and/or attorney fees from the Association. The Association, if successful, also shall be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter asserted against the Association from the Co-owner asserting the claim, counterclaim or other matter, or whose lessee, tenant, non-Co-owner resident and/or guest asserted the claim, counterclaim or other matter, but in no event shall any Co-owner, lessee, tenant, non-Co-owner resident and/or guest be entitled to recover such costs and/or attorney's fees from the Association.

ARTICLE XIII

SEVERABILITY

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

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