

Serenity Ridge Bylaw Admendments

The Serenity Ridge Condominium Bylaws shall be amended in the following manner:

Bylaw 7.3 entitled “Architectural Review” shall be amended by the addition of the following language:

“Further, all buildings, structures, or improvements of any sort, including, but not limited to outbuildings, must be painted in a color and/or colors which are identical to the trim and exterior of the main Condominium Unit in order to maintain a uniform exterior appearance.”

Recourse: (As defined in Proposal 3)

Bylaw 7.5(g) entitled “Lawn Care and Landscaping” shall be amended by the addition of the following language:

“Further, all lawn areas outside of natural areas shall also be mowed if the length of the lawn outside of natural areas exceeds 8” in length.”

Recourse: If, upon inspection, a lawn is found to exceed 8”, the Board will notify the unit owner via telephone that the lawn needs to be mowed before the following Monday. If not mowed by that time, the lawn care company contracted by the Association will be instructed to mow the lawn during their next scheduled mowing (usually every Monday). The cost of each mowing, plus a \$25 administrative fee, will be invoiced to the Condominium owner for each occurrence. If unpaid, the mowing invoices and fees can be collected via Collection Agency, Legal Action, and/or Lien Right, as outlined in proposal 3.

Article IV of the Bylaws shall be amended by the addition of the following language:

“4.10 Fines and Self-Help. In addition to any and all legal and equitable rights set forth in the Bylaws, Rules, Regulations, and Master Deed (“Condominium Documents”) as well as the common law, after a majority vote of the Board

of Directors determining a violation of the Condominium Documents has occurred and written notice being provided to the Condominium Owner by certified mail of any alleged violation of the Condominium Documents, the Board of Directors shall have the discretion to issue fines of \$250 per month to any Condominium owner for any violation of these Condominium Documents which is not cured within one month of notice of the violation. Such a \$250 per month fine shall continue to accumulate per month until the violation is cured. Moreover, the Association and/or the Board of Directors shall have the right to file suit to seek recovery of these fine amounts in the Kent County Circuit Court and/or any appropriate state District Court. The Association shall have a lien right for any fine amount under this Subsection against the Condominium Unit at which the violation occurred. Finally, after a majority vote of the Board of Directors, the Association shall also have the right to exercise any and all self-help rights it might have to remedy such violations.”

Article 7 shall be amended by the addition of the following language:

“7.5(n) Exterior Appearance and Reasonable Maintenance. All buildings, structures, and improvements at a Condominium Unit and Premises shall be kept in reasonable repair and shall be reasonably maintained. As a component of these maintenance obligations, all exterior elements shall always be kept well-painted and be maintained in a uniform manner. In order to ensure that all units and premises are maintained in a reasonable manner, the Board of Directors shall have any and all legal and equitable rights set forth in these Condominium Documents and the common law, as well as Subsection 4.10.”

Recourse: In order to ensure that all units and premises are maintained in a reasonable manner, the Board of Directors shall have any and all legal and equitable rights set forth in these Condominium Documents and the common law, as well as in Subsection 4.10.”