EXHIBIT A

TO MASTER DEED

CONDOMINIUM BY-LAWS

SERENITY RIDGE

ARTICLE I

ASSOCIATION OF CO-OWNERS

1.1 Organization. Serenity Ridge, a residential site condominium project located in the City of Walker, Kent County, Michigan (the "Project") is being developed so as to comprise fifty (50) building sites (the "Units). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Co-owners mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act"), the Master Deed and all amendments thereto, the Condominium Bylaws, and the Articles of Incorporation, Association By-Laws, and other Condominium Documents which pertain to the use and operation of the Condominium property. The acceptance of a deed of conveyance, the entering into of a lease or the act of occupancy of a Condominium Unit in the Project shall constitute an acceptance of the terms of these instruments and an agreement to comply with such provisions.

ARTICLE II

MEMBERSHIP AND VOTING

2.1 Membership. Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to his Condominium Unit.

2.2 Voting Rights. Each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be in both value and in number, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Condominium Unit in the Project, nor shall he be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. The Developer shall be entitled to vote only those Units to which it still holds title and for which it is paying the current assessment then in effect at the date on which the vote is cast.

2.4 Designation of Voting Representative. The person entitled to cast the vote for the Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of the Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51% of the Co-owners in value who are entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

ARTICLE III

MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units in the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of the total number of Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, at which meeting the eligible Co-owners may vote for the election of directors of the Association. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 30 days written notice shall be

provided to each member of any proposed amendment to these By-Laws or to other Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to a Co-owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units in the Project, whichever first occurs, two or more persons shall be selected by the Developer from among the non-developer Co-owners to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Co-owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units in the Project, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project.

3.5 Owner Control. If 75% of the Units have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will

have the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established. Application of this provision does not require a change in the size of the Board as designated in the corporate by-laws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of thirty-five (35%) percent of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of any owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

ARTICLE IV

ADMINISTRATION

4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors to be elected in the manner described in the Association By-Laws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to such directors selected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been

authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days after the initial meeting has been held, and on thirty (30) days notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association, and may take all actions in support of such administration as are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

(a) Care, upkeep and maintenance of the common elements;

(b) Development of an annual budget, and the deter- mination, levy and collection of assessments required for the operation and affairs of the Condominium;

(c) Employment and dismissal of personnel as necessary for the efficient management and operation of the Condominium property;

(d) Adoption and amendment of rules and regulations which are not inconsistent with the provisions of Article VIII of these Bylaws, governing the use of the Condominium property;

(e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required for such purpose;

(f) Obtaining insurance for Condominium property, the premiums of

which shall be an expense of administration;

(g) Granting licenses for the use of portions of the common elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;

(i) Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(j) Asserting, defending or settling claims on behalf of all Co-owners in connection with the common elements of the Project and, upon written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association; and

(k) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such accounts shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall also prepare and distribute a financial statement to each Co-owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and

audited at such times as required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

4.4 Maintenance and Repair. All maintenance of and repair to the structures and other improvements located within a Condominium Unit, except as otherwise provided in the Master Deed, shall be made by the Co-owner of such Unit. Any Co-owner who desires to make repairs to a Common Element or structural modifications to his Unit must first obtain the written consent of the Association, and shall be responsible for all damages to the Common Elements resulting from such repairs or from his failure to effect such maintenance and repairs.

All maintenance of, repair to and replacement for the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Co-owners as a common expense unless necessitated by the negligence, misuse or neglect of a particular Co-owner, in which case the expense shall be charged to such Co-owner individually. The Association or its agent shall have access to each Unit from time to time during reasonable working hours, upon notice to the occupant, for the purpose of maintenance, repair or replacement of any of the Common Elements located within or accessible only from a Unit. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units and/or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. Such fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Condominium Unit or on an appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer at the time of recording the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted by the Association or the Developer.

4.7 Managing Agent. The Board may employ a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as Managing Agent if so appointed.

4.8 Officers. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of sixty (60%) percent or more of all Co-owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than wilful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association By-Laws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V

ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of, or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Co-owner, although the failure to deliver such a copy to each Co-owner will not affect or in any way diminish the liability of a Co-owner for any existing or future assessment.

(b) Budget Adjustments. Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding $3,500 or $75 per Unit annually, whichever is less; or (4) to respond to an emergency or unforeseen development;

the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members, and will not be enforceable by any creditors of the Association.

(c) Special Assessments. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than $3,500 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty (60%) percent or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and will not be enforceable by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on an equal basis, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments determined in accordance with Section 5.2(a) will be payable by Co-owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. Provided, however, that the Board of Directors, including the first Board of Directors appointed by the

Developer, may relieve a Unit Owner (including the Developer) who has not constructed a residence within his Unit from payment, for a limited period of time, of all or some portion of his respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for non-resident owners until such Owners begin to utilize the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of admin- istration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all Co-owners.

5.5 Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied upon his Unit during the time that he is the Owner of the Unit, and no Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit.

(a) Legal Remedies. In the event of default by any Co-owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a first mortgage of record recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit

at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default.

(b) **Sale of Unit.** Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount described in such written statement. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, and attorneys fees incurred in collection of the assessments.

(c) **Self-Help.** The Association may enter upon the common elements, limited or general, to remove and abate any condition, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from his Unit.

(d) **Application of Payments.** Money received by the Association in

payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of the Developer. The Developer of the Condominium, although a member of the Association, will not be responsible for payment of either general or special assessments levied by the Association prior to the Transitional Control Date, except with respect to Units owned by the Developer on which a completed residence is located. A "completed residence" will mean a residential structure which meets all applicable requirements for the issuance of a Certificate of Occupancy or its equivalent by the local governmental authority.

(a) Pre-Turnover Expenses. During the time that the Developer controls the Association, it will be its responsibility to keep the books balanced, and to avoid any deficit in operating expenses. At the time of the initial meeting of members, the Developer will be liable for the funding of any continuing deficit of the Association which was incurred prior to the Transitional Control Date.

(b) Post-Turnover Expenses. After the Transitional Control Date has occurred, the Developer shall be responsible for the payment of the same maintenance assessment levied against other unimproved Units in the Project and for all special assessments levied by the Association except as otherwise provided in the Condominium Documents.

(c) Exempted Transactions. The Developer will not be responsible for the payment of any portion of any general or special assessment which is levied for deferred maintenance, reserves for replacement or capital improvements or additions, except with respect to Units owned by it on which a completed residence is located. In no event will the Developer be liable for any assessment levied in whole or in part to finance litigation or other claims against the Developer, any cost

of investigating and/or preparing such litigation or claim, or any similar related costs.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the total property of the Project, except for the year in which the Project was established subsequent to the tax day. Taxes and assessments which become a lien against the Condominium property in any such year shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the percentage of value assigned to each Unit. Real property taxes and assessments levied in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred.

Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit description only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property tax and special assessment. No Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other units or fractions shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made whether the Unit be owned separately or in common.

6.2 Insurance Coverage. The Association shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Co-owner Responsibilities. Each Co-owner will be responsible for obtaining casualty insurance coverage at his own expense with respect to the residential building and all other improvements constructed or located within the perimeters of his Condominium Unit, and for the Limited Common Elements appurtenant to his Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium, for personal liability for occurrences within his Unit or on the Limited Common Elements appurtenant to his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of his residence. The Association and all Co-owners shall use their best efforts to see that property and liability insurance carried by the Association or any Co-owner contains appropriate provisions concerning waiver of the right of subrogation as to any claims against any Co-owner or the Association.

(b) Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against fire and other perils covered by a standard extended coverage endorsement, to the extent applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves or any improvements located within the Units.

(c) **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association.

(d) **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Condominium Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) **Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Co-owners Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association.

(f) **Premium Expenses.** Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

6.3 **Reconstruction and Repair.** If any part of the Condominium Property is damaged or destroyed, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) **General Common Elements.** If the damaged property is a General Common Element or main service road, the damaged property shall be repaired or rebuilt unless 80% or more of the Co-owners and the institutional holders of

mortgages on any Unit in the Project agree to the contrary. Provided, that if the common roadway provides ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80% or more of the Co-owners agreeing not to repair or rebuild includes the Co-owners of all such Units.

(b) Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and such Co-owner shall be responsible for the cost of any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) Reconstruction Standards. Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless prior written approval is obtained from the Association or its Architectural Review Committee.

(d) Procedure and Timing. Immediately after the occurrence of a casualty causing damage to property which is to be reconstructed or repaired, the responsible party 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 cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs are insufficient, assessment shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature

trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Condominium Project.

(b) Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 67% or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Amendment to Master Deed. In the event the Condominium Project continues after taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner.

(d) Notice to Mortgagees. In the event any Unit in the Condominium, the Common Elements or any portion of them is made the subject matter of a

condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Neighborhood design standards, when properly implemented, convey quality, value and stability to home owners. The standards which follow are intended to promote consistency of architecture and landscape design. The implementation of these standards plays a direct role in developing a neighborhood and in preserving real estate values.

7.2 Review Committee. An Architectural Review Committee (the "Review Committee") has been established by the Developer of Serenity Ridge. The mission of such a Review Committee is to ensure that all plans submitted for review meet the criteria established in the design standards. The design standards for the Project as implemented by the Review Committee will provide sufficient control to ensure compatibility with the overall neighborhood image. The procedures to be used by the Review Committee and the fees to be charged for review of plans shall be established by the Association from time to time.

7.3 Architectural Review. No building, structure or other improvements shall be constructed within the perimeters of a Condominium Unit or elsewhere on the Condominium Premises, nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications containing such detail as the Association may reasonably require have first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans or specifications, color and/or

material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing on such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of the improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole. No wells may be drilled within the 300-foot radius well isolation limit lines shown on the Subdivision Plan (Exhibit B).

7.4 Approval of Contractor. All buildings and residential dwellings shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Review Committee. In its approval process, the Committee may take into consideration the qualifications of the proposed builder along with his reputation in the community before deciding whether or not he will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

7.5 Specific Requirements. All approvals required by this Article shall comply with the following requirements:

(a) Construction Materials. The exterior of each residence shall be finished with wood, masonry, brick or stone, or such other material as has a masonry character, e.g., stucco or dryvit; however, vinyl siding may be used as an exterior finish so long as it is not used on the front elevation of the residence facing the private drive. Windows shall be clad with either aluminum or vinyl. Exposed chimneys shall be constructed of brick or stone, and exposed concrete masonry on all other visible improvements shall also be finished with brick or stone.

Roofs must be of shingle construction using cedar, fiberglass, or asphalt shingles. The first 22 feet of driveway leading from the private drive shall be constructed of asphalt, and the remainder may be constructed of asphalt, brick or cement. Children's play areas shall be constructed of wood.

All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee at the time of filing the application for approval.

(b) Size and Space Requirements. No residence shall be constructed on any Unit with less than the following sizes of finished living areas on the main floor (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages and terrace level construction:

As to Units 1 through 6, 11 through 14, 31, 32, and 42 through 50, as follows:

One-story home - 1,600 sq.ft.
Multi-story home - 1,000 sq.ft. (with overall minimum of 2,000 sq. ft.)

As to Units 7 through 10, 15 through 30, and 33 through 41, as follows:

One-story home - 1,800 sq.ft.
Multi-story home - 1,100 sq.ft. (with overall minimum of 2,200 sq. ft.)

Plans for proposed finishing of terrace level shall be submitted with the application for approval, whether such construction will be completed currently or at a future date.

(c) Conservation Easements. No residences, structures, fences or other improvements may be constructed in areas designated as "Conservation Easement," "Conservation and Drainage Easement", "Retention Basin," or "Tallman Creek Drainage Easement" on the attached Condominium Subdivision

Plan (Exhibit B). No cutting or removal of trees with a diameter of two (2) inches or greater may occur in any of the areas so designated.

(d) Improvements and Outbuildings. Each residence must be equipped with an attached garage of not less than two nor more than three stalls, and outside parking for a minimum of four vehicles shall be provided on or along the driveway. One additional detached building of a size permitted from time to time by the Walker City ordinance will be allowed for storage or accessory garage space, subject to approval of the plans by the Review Committee.

(e) Fences and Hedges. No fences or hedges to enclose or define property lines of individual units will be permitted in the front of a residential building. If a fence, hedge, or screen is desired to enclose a service area, patio or other location requiring privacy, appropriate plans must be submitted to the Review Committee for approval prior to construction. Wire or chain link fences are prohibited; wood, masonry or natural plant materials are considered as suitable components for fences and screens.

(f) Pools and Tennis Courts. No above ground swimming pools will be permitted without prior Review Committee approval, and such approval will be limited to locations where existing ground contours make such construction aesthetically pleasing. Tennis Courts will also require prior Review Committee approval, and may be limited or prohibited if the Committee, in its sole discretion, determines that construction requires the removal of a significant number of trees or otherwise adversely affects the appearance of the Unit or of the Project.

(g) Lawn Care and Landscaping. Each unit owner may leave portions of his unit in a natural state. All grass outside of natural areas, however, shall be mowed at least two times each month during the growing season.

(h) Trash Containers and Pick Up. All trash shall be placed in

containers approved by the Association and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. All trash will be picked up by a common person or company selected by the Association.

(i) Solar Panels and Satellite Dishes. No solar panel or satellite dish may be installed on any Unit until the type, design, size, location and manner of enclosure has been approved in writing by the Review Committee. In making its determination, the Review Committee may consider the impact on aesthetic appearance and lines of visibility with respect to adjoining Units.

(j) Letter and Delivery Boxes. The Review Committee will determine the location, design and permitted lettering of all mail and/or paper delivery boxes. Each Co-owner will either install his or her mailbox and delivery box or pay the reasonable cost of installation as determined by the Review Committee.

(k) Tree Removal. In addition to the limitations imposed in Section 7.5(c) above, no trees with a diameter of four (4) inches or greater shall be removed without the prior approval of the Review Committee. The Committee will normally permit removal of trees only as needed for construction of the principal residence and/or driveway leading to the garage.

(l) Improvements Abutting Roadways. No trees, plantings, fencing or other improvements will be permitted at locations where they may obstruct vehicular visibility at or near street intersections.

(m) Soil from Excavations. All soil to be removed from any of the Units in the course of grading or excavating will, at the option of the Developer, become the property of the Developer. All such soil shall be placed by the Owner or his contractor at such location within or adjoining the Project as the Developer may

designate, without cost to the Developer.

7.6 Codes and Ordinances. In addition to the Construction Requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes of the City of Walker in effect at the time the building or structure is erected.

7.7 Reserved Developer Rights. The purpose of this Article is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. During the Development and Sales Period, the Developer may construct dwellings or other improvements on the Condominium Premises without the necessity of prior consent from the Association, its Architectural Review Committee or any other person or entity, subject only to the express limitations contained in the Condominium Documents; provided, however, that all such dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Condominium Property.

7.8 Committee Appointment. Until such time as the initial sale of all Units has been completed, the Developer may designate the members of the Architectural Review Committee. Promptly after the last Unit in the Project has been sold, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Committee and the Board of Directors of the Association shall appoint three (3) new members to the Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint three (3) members to serve on the Review Committee.

7.9 Permitted Variance. The Architectural Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to the extent and in such a manner as do not violate the spirit and intent of such

requirements.

7.10 City of Walker Requirements. The City of Walker has imposed the following requirements:

(a) A building permit required by the Walker Code for the excavation, construction, erection, conversion or repair of any land, building or structure proposed for a building site within a site condominium project for which a site condominium project plan has been approved shall not be issued until a building permit application has been submitted showing that the effect of the proposed work is substantially consistent with the drainage plan approved for the project regarding flow of surface water from the building site to any adjacent building site or lot or to an approved drainage course.

(b) A certificate of occupancy required by the Walker Code for the use or occupancy of any building or structure on a building site shall not be issued unless the building official determines that the work completed on the building site pursuant to a building permit issued by the city is substantially consistent with the drainage plan approved for the project regarding flow of surface water from the building site to any adjacent building site or lot or to an approved drainage course.

7.11 Kent County Health Department Requirements for Water Systems. The Environmental Health Division of the Kent County Health Department has imposed the following requirements regarding water systems:

(a) Individual water supply systems will be permitted on a Unit solely to provide water for domestic consumption at the residence, for irrigation purposes, swimming pools, or other nondomestic uses on the Unit.

(b) It will be the responsibility of the Co-owner to install and maintain the water supply system in good order and working condition and comply with all

applicable governmental regulations and neither the Developer nor the Association will have any responsibility with respect to same.

(c) A permit from the Kent County Health Department (KCHD) is required prior to the installation or major repair of any on-site water supply. As part of the application the KCHD may require a site plan of the property upon which the water supply is or will be located. Required features may include property boundaries, elevations, buildings, sewage disposal system, surface water bodies, wells, underground fuel storage tanks, chemical storage areas, driveways, and other significant details.

(d) All wells installed for private water supply must penetrate an adequate protective continuous clay overburden of at least ten (10) feet. This overburden to be located greater than twenty-five (25) feet below the ground surface.

(e) All wells are to be grouted in accordance with the Michigan Department of Environmental Quality water well grouting requirements.

(f) Test wells within the development indicate the water supply wells range from 110 feet to 140 feet deep.

(g) Because of elevated levels of hardness and iron that can occur in well water, a Co-owner may want to consider installation and utilization of water treatment devices to reduce the hardness and iron concentration.

7.12 Kent County Health Department Requirements for Septic Systems. The Environmental Health Division of the Kent County Health Department has imposed the following requirements with regard to septic systems:

(a) Except as otherwise approved by the Developer and the Kent County Health Department (KCHD) all septic systems and drainfields will be located on the Unit not closer than ten (10) feet to the Unit boundary.

(b) It will be the responsibility of the Co-owner to install and maintain the septic system in good working order and comply with all applicable governmental regulations. Neither the Developer nor the Association will have any responsibility with respect to same.

(c) With the application to obtain a permit from the KCHD for a septic tank and drainfield, the co-owner will submit to the KCHD a lot development plan drawn to scale which will locate the unit, private drives and right-of-ways, utilities,

Unit lines, building site and proposed well and septic location. As part of the application the KCHD may require a topographical map shown existing and proposed contours. Contour intervals shall not exceed 2 feet.

(d) Site modification in the area of the initial and replacement wastewater disposal systems (drainfields) may be required by the KCHD which would typically include soil removal and backfill with approved washed sand (2NS) or raised mound type systems.

(e) Utilities, buildings, drives or other structures which may interfere with the installation and operation of the on-site sewage disposal system shall not be permitted within the designated initial and replacement sewage disposal areas as indicated on the permit issued by the KCHD.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single family residence or purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the building, are expressly declared to be incidental to primary residential use. No building intended for other business uses, and no apartment house, rooming house, day care facility, foster care residence or other commercial and/or multiple-family dwelling of any kind shall be erected, placed or permitted on any Unit.

To qualify as a home occupation, there must be: (i) no sign or display which indicates from the exterior that the residence is being utilized for any purpose other than that of a single family residence; (ii) no goods or commodities sold upon the premises; and (iii) no mechanical or electrical equipment being used, other than personal computers and other office type equipment. In no event shall any barber shop, styling salon, beauty parlor, tea room, day care center, animal hospital or any other form of animal care and/or treatment such as dog trimming, be considered as a home occupation.

8.2 Common Areas. The common elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas, storage facilities or other common areas designed for a specific purpose shall be used only for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date which affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:

(a) Exterior Changes. No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make any changes to the exterior appearance of the residence or other improvements located within the perimeters of his Unit without prior approval of the Association or its Architectural Review Committee. Exterior changes which require prior approval include, without limitation, the erection of antennas, lights, aerials, awnings newspaper holders, basketball backboards, mailboxes, flag poles and satellite dishes. The location of all satellite dishes on the Unit must be pre-approved by the Review Committee prior to installation, and no attachment, appliance or other item may be installed which is designed to kill or repel insects or animals by light or by humanly audible sound.

No Co-owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. A change in the color of a building or a significant landscaping change are included within the meaning of a change in exterior appearance.

(b) Unit Rental. No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by Article X.

(c) Nuisances. No nuisances shall be permitted on the Condominium Property nor shall any use or practice be permitted which is a source of annoyance

to, or which interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

(d) Insurance Risks. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in his Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law.

(e) Signs. No signs or other advertising devices (other than one professionally made sign, or a sign of substantially the same quality and appearance advertising a unit for sale, which is not larger than four (4) square feet in size), shall be displayed from any residence or on any Unit which are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its Managing Agent.

(f) Personal Property. No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or closed storage building. This restriction shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony appurtenant to a residence located within his Unit; provided, that no such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project during the

winter season. Firewood stored within a Unit will be limited to reasonable quantities and kept in a neat and orderly manner, as may be further specified in rules and regulations adopted by the Association.

(g) Fireworks and Weapons. No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices on or about the Common Elements of the Project. Weapons of a type permitted by the City of Walker Ordinances may be used to the rear of the residence constructed on a Unit where such use will not constitute an endangerment or nuisance to other units and the common elements.

(h) Pets and Animals. No animals, birds or fowl shall be kept or maintained on any Unit except for one dog, one cat and/or two caged birds without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Condominium Property and no animal may be kept or bred for commercial purposes.

Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements, limited or general, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

(i) Recreational Property. No recreational vehicles, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the garage door, or elsewhere on the Condominium Property without the written approval of the Association. No snowmobile, all-terrain vehicle or other motorized

recreational vehicle shall be operated on the Condominium Property except in full compliance with the rules and regulations of the Association governing the time and manner of such use. No maintenance or repair shall be performed on any boat or vehicle except within a garage or residence where totally isolated from public view.

(j) Automobiles and Trucks. The number of automobiles or other vehicles customarily used for transportation purposes which may be kept on a Unit outside a closed garage, or elsewhere on the Condominium Property by those persons residing in any Unit may be limited by Rules and Regulations adopted by the Association; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. No commercial vehicles or trucks greater than one ton in size shall be parked in or about the Condominium except for the making of deliveries or pick-ups in the normal course of business.

(k) Toxic Substances. No anti-freeze, gasoline, oil, grease or other toxic substance shall be disposed of in any septic system or dumped elsewhere on the Condominium property. No flammable materials may be stored within 75 feet of any active oil wells located immediately east of the easterly boundary of the Condominium property.

(l) Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit periodic collection of trash). No vehicles shall be parked on or along the private drives or on the shoulders of the private drives at any time, and Owners and residents shall not use or obstruct any guest parking areas which may be located on the Common Elements of the Project without the prior consent of the Association. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium.

(m) Application of Restrictions. Absent an election to arbitrate pursuant

to Article XII of these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Condominium Project.

8.4 Zoning Compliance. In addition to the restrictions contained in Section 8.3, the use of any Unit or structure located on the Condominium Property must also satisfy the requirements of the zoning ordinances of the City of Walker, Kent County, Michigan in effect at the time of the contemplated use unless a variance for such use is obtained from the Zoning Board of Appeals of the City of Walker.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Co-owners.

ARTICLE IX

MORTGAGES

9.1 Notice to Association. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgagees of Units". Such information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to mortgagees concerning amendments to the Master Deed or other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each mortgagee appearing in the Mortgagees of Units book of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief with the amounts of such coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulation which is binding on the parties, the holder of a first mortgage of record on a Condominium Unit will be granted the following rights:

(a) **Inspection and Notice.** Upon written request to the Association, a mortgagee will be entitled to: (i) inspect the books and records relating to the Project on reasonable notice during normal business hours; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association and its right to designate a representative to attend such meetings.

(b) **Exemption from Restrictions.** A mortgagee which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option, "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

(c) **Past Due Assessments.** A mortgagee which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage, or by deed (or assignment) in lieu of foreclosure, 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 (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments charged to all Units including the mortgaged unit).

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

ARTICLE X

LEASES

10.1 Notice of Lease. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit for a period of more than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. If the Developer proposes to rent condominium units before the Transitional Control Date, it must notify either the Advisory Committee or each Co-owner in writing. No Unit shall be rented or leased for a period of less than ninety (90) days without the prior written consent of the Association.

10.2 Terms of Lease. Tenants or non Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance. The owner of each rental unit will present to the Association evidence of certification or registration of the rental unit if required by local ordinance.

10.3 Remedies of Association. If the Association determines that any tenant or non Co-owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

(a) Notice. The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(b) Investigation. The Co-owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or to advise the Association that a violation has not occurred.

(c) Legal Action. If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner

and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or the Condominium Project.

10.4 Liability for Assessments. If a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying the Co-owner's Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

ARTICLE XI

TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Co-owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer his Unit, or any interest in the Unit.

11.2 Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer his Unit, or any interest therein, the Co-owner shall give written notice to the Association within five (5) days after consummating the transfer. Such notice shall be accompanied by a copy of the sales agreement, deed or other documents effecting the transfer.

ARTICLE XII

ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents,

and any disputes, claims or grievances arising among or between Co-owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitration.

12.2 Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) Purchaser's Option. At the exclusive option of a Purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than $2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

(b) Association's Option. At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is $10,000.00 or less.

12.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in this Article, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached as an exhibit, or as defined in the Act.

13.2 Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair 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.

13.3 Notices. Notices provided for in the Act, Master Deed or By-Laws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him or her by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

13.4 Amendment. These By-Laws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article IX of the Master Deed of Serenity Ridge.

13.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

(1) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);

(2) these Condominium Bylaws;

(3) the Articles of Incorporation of the Association;

(4) the Association (Corporate) Bylaws; and

(5) the Rules and Regulations of the Association.