

Code, or amendments by the Association or certain Owners expressly authorized by the Act, the Declaration, including the Plat, may be amended only by a vote of the Condominium Storage Unit Owners to which at least a majority of the votes in the Association are allocated, subject to the following:

- A. An amendment to the Declaration shall not terminate or decrease any unexpired Development Right as defined in the Act, Special Declarant Right or Period of Declarant Control unless the Declarant approves the amendment in writing.
- B. During the Period of Declarant Control, the Declarant shall have the right to amend the Declaration, including the Plat, to (i) comply with the Act or any other applicable law if the amendment does not adversely affect the rights of any Condominium Storage Unit Owner, (ii) correct any error or inconsistency in the declaration if the amendment does not adversely affect the rights of any Condominium Storage Unit Owner, or (iii) comply with the rules or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments.
- C. Any amendment adopted by the Condominium Storage Unit Owners shall be signed by the President or vice president of the Association and shall be recorded. Any such amendment shall certify that the amendment has been approved as required by this Section 3. Any amendment made by the Declaration or the Act shall be executed by the Declarant and shall be recorded.

Section 14.22. Violation of the Law.

Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

Section 14.23. Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a Condominium storage facility and for the maintenance of the Property. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 14.24. Gender and Number.

Whenever the context of this Declaration requires, the singular shall include the plural, in addition, vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

Section 14.25. Nuisance.

The result of every act or omission whereby any provision or Restriction contained in this Declaration or any provision contained in the Bylaws or Association Rules is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

Section 14.26. Attorney's Fees.

In the event any action is instituted to enforce any of the provisions contained in this Declaration, the Bylaws, or Association Rules, Declarant and/or Association shall be entitled to recover from the other party thereto as part of the judgment reasonable attorney's fees and costs of suit.

Section 14.27. Notices.

Any notice to be given to an Owner or the Association under the provisions of this Declaration, shall be in writing. Notices to Association shall be sent to:

Locked and Loaded Garage Condominium Owners Association

PO Box 2492

Post Falls, ID 83877

Any notice to an Owner shall be mailed to the owners address of record or posted upon their Unit.

Section 14.28. Effect of Declaration.

This Declaration is made for the purpose set forth in the recitals of this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinance, regulations and the like applicable there to. Declarant shall have no liability whatsoever if any of the provisions of this Declaration, the Bylaws or Association Rules are determined to be unenforceable in whole or in part or under certain circumstances.

Section 14.29. Personal Covenant.

To the extent the acceptance of a conveyance of a Condominium Storage Unit creates a personal covenant between the Owner of such Condominium Storage Unit and Declarant, other Owners, or the Association, such personal covenant shall terminate and be of no further force or effect from and after the date when a Person ceases to be an Owner except to the extent this Declaration provides for personal liability with respect to the Assessments incurred during the period a Person is an Owner.

Section 14.30. Non-liability of Officials.

To the fullest extent permitted by law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission error, or negligence if such Board member or officer acted in good faith within the scope of his duties.

Section 14.31. Un-segregated Real Property Taxes.

Until such time as real property taxes have been segregated by the County Assessor of Kootenai County for the Condominium Storage Units, the taxes shall be paid by the Association on behalf of the Owners. In connection with such payment, the proportionate share of such tax or installment thereof for a particular Condominium Storage Unit shall be determined by multiplying the tax or installments in question by the respective percentage interest based on unit square footage of such Condominium Storage Unit in the Common Elements. The Association may levy a special Assessment against any Owner who fails to pay his share of any real property taxes pursuant to this Section. In the event such special Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection thereof.

Section 14.32. Use of Funds Collected by the Association.

All funds collected by the Association, including Assessments and contributions to the Association paid by Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for non-profit purposes of the Association in managing, maintaining, caring for, and preserving the Common Elements and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner, other than as a result of the Association managing, maintaining, caring for, and preserving the Common Elements and other than as a result of expenditures made for the other permitted purposes as set forth in the Declaration.

Section 14.33. Notification of Sale and Transfer Fee.

Concurrently with the consummation of the sale or other transfer of any Condominium Storage Unit and concurrent with the close of escrow by any escrow company handling transfer of title of any Condominium Storage Unit,

or within fourteen (14) days after the date of such transfer, if such transfer is not performed by and escrow company, any transferee shall notify the Association In writing of such transfer and shall accompany such written notice with a non-refundable transfer fee to cover Association documentation and processing.. The transfer fee shall be \$500.00. \$100.00 account set up fee for original Purchaser. The written notice shall set forth the name of the transferee and his transferor, the Condominium Storage Unit number of the Condominium Storage Unit purchased or acquired d by the transferee, the transferee's mailing address, the date of the sale or transfer, and the name and address of the transferee's Lender, if any. Prior to the receipt of such written notice, all notices required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferee's predecessor in interest. The transfer fee shall be the personal obligation of the new Owner and shall be secured by the lien provided for herein. Notwithstanding the other provisions hereof this section shall not apply to a Lender who becomes an Owner by foreclosure proceeding or any deed of assignment in lieu of foreclosure.

Section 14.34. Emergency Vehicles and Personnel.

Emergency vehicles and/or personnel shall have the right to access to all Common Areas herein described when on the premises in response to any emergency or in the abatement of a public nuisance.

Section 14.35. Annexation/Addition of Phases of Project.

Phases may be annexed to this declaration and become part of this Condominium and subject to this Declaration by either of the following methods:

Section 14.36. Unilateral Addition.

Declarant may add an additional phase to the Condominium by constructing the new building(s) on the common area described as the Property herein, without the assent of the Owners on condition that:

1. Any addition pursuant to this subparagraph shall be made within thirty (30) years from the date of recordation of this Declaration; and
2. An amendment of this Declaration and the Condominium plat is recorded prior to any sales of any of the condominium units in the new phase.

Section 14.37 Annexation By Approval.

Upon the vote or written assent of Declarant (while Declarant owns any lot in Development) and Fifty Percent 50% of the Owners other than Declarant, the

Owner of the property outside of the Development who desires to add it to the scheme of this Declaration, may record an amended Declaration in the manner described in the preceding subparagraph. Upon the vote or written assent of Declarant (while Declarant owns any lot in Development) and Fifty Percent 50% of the Owners other than Declarant, the real estate outside of the Development may be made subject to the jurisdiction of this Declaration.

ARTICLE XV MISCELLANEOUS

Section 15.1. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Act or as covenants affect the common plan.

Section 15.2. Effective Date.

This Declaration shall take effect upon recording. Section 15.3. Reference to Survey Map and Plans. The Survey Map and Plans of the Condominium referred to herein were filed with the Kootenai County Recorder simultaneously with the recording of this Declaration, and by this reference is incorporated herein.

Section 15.4. Variance.

It is the intent of the drafters of the Declaration and Rules and Regulations to create a flexible system for the protection of the Owners of Condominium Units. It is anticipated that there may be situations, which arise in which the characteristics of a Condominium Unit, the existence of alternatives or the unfairness of the strict technical rule or regulation may demonstrate a need to vary the restrictions. In those types of circumstances, the Board or Declarant may allow alternative methods to be submitted and approved in accordance with the process set forth herein to vary the restrictions of the Declaration and the Rules and Regulations. If the Board or Declarant determines that a variance is appropriate, given the criteria set forth herein, the Board may grant a variance from any rule or regulation set forth herein.

Section 15.5. Variance Procedure and Standard for Granting Variance.

The procedure for granting a variance shall be the same as an original submittal and approval as set forth in this Declaration or the adopted Rules and Regulations. The request for the variance may be made with the original submittal or may be made subsequent following a conditional approval or

denial of an original submittal. A variance may be granted only when the applicant has demonstrated that all of the following conditions are present:

1. That there is undue hardship used to the party requesting the variance, thru no fault of their own.
2. That the variance is not in conflict with the general community interest of Project.
3. That the granting of the variance will not be materially detrimental to the neighboring property Owners, and
4. That the granting of the variance does not appear to be contrary to the general goals and policies of the Declaration and the Rules and Regulations.

Section 15.6. Variance - Not a Waiver.

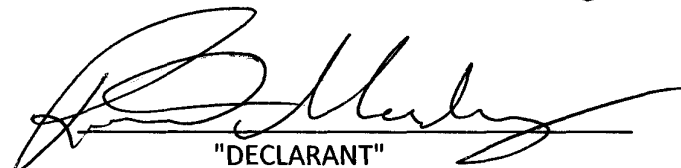
The granting of a variance to an Owner is not to be construed as a waiver for other Owners.

Section 15.8. Guide for Common Interpretations.

The Board or Declarant shall attempt to Interpret the Declaration, Bylaws and Rules and Regulations consistently giving the words their definitions appended, but strictly interpreting the words to enforce the purpose of the Declaration. The Board may, in a separate minute book, tabulate and summarize interpretations and decisions as to approvals in order to encourage consistency. Future Boards should review prior determinations in the attempt to keep interpretations consistent in the application of the Declaration

SIGNATURE PAGE - DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOCKED AND LOADED GARAGE CONDOS - KOOTENAI COUNTY, IDAHO

DATED this 11 day of February 2022


"DECLARANT"
Locked and Loaded Garage Condos, LLC

STATE OF IDAHO)
)
County of Kootenai)

On this 11 day of February, 2022, before me, a Notary Public for the State of Idaho, personally appeared Robert Munday, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

** Declarant of Locked & Loaded Garage Condos LLC*

IN WITNESS WHERE OF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.



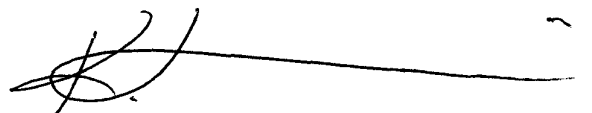

Notary Public in and for the State of Idaho
Residing at: Post Falls
My Commission Expires: July 6, 2023

EXHIBIT A
LEGAL DESCRIPTION

Exhibit A

Legal Description

Lot 5, Block 1 of the HAUSER INDUSTRIAL PARK subdivision, recorded in book K at page 99, Kootenai County records, situate in the Northeast Quarter of the Northwest Quarter, Section 30, T51N, R5W, Kootenai County, Idaho.

EXHIBIT B

LOCKED AND LOADED GARAGE CONDOMINIUM ASSOCIATION BYLAWS

**BY-LAWS OF
LOCKED AND LOADED GARAGE CONDOMINIUM ASSOCIATION**

CONDOMINIUM BY-LAWS

ARTICLE I. PLAN OF UNIT OWNERSHIP.

- 1.1. **Purpose.** These By-Laws govern the operation of the **Locked and Loaded Garage Condominium Association** ("Condominium"). The Condominium is formed for the common benefit of the Owners to (1) promote their welfare and interests, (2) serve as the Association as established by the Declaration, and (3) exercise all Association rights and powers specified in the Declaration. The Association shall be organized as not for profit. No person receiving any Association assets, property, or funds shall receive any pecuniary gain from the receipt, maintenance, or operation thereof except as otherwise specifically set forth herein. No portion of the Association assets, property, or funds shall be paid as salary, compensation, or other distribution to or for the benefit of any Member, Board Member, or officer, except upon a dissolution of the Association or as otherwise specifically set forth herein.
- 1.2. **Property Applicability.** The Condominium property at a Lot 5, Block 1 of the HAUSER INDUSTRIAL PARK subdivision, recorded in book K at page 99, Kootenai County records, situate in the Northeast Quarter of the Northwest Quarter, Section 30, T51N, R5W, Kootenai County, Idaho ("Land") was submitted by the Declaration of which these By-Laws are an exhibit, to the provisions of Idaho Condominium Act. The Project includes the land, building and improvements thereon, including the Units as defined in these By-Laws, all easements, rights, and appurtenances belonging thereto, and all Common Elements as defined in these By-Laws. The Declarant, Building, Units, and Common Elements are as described and defined in the Declaration. Any capitalized term used in these By-Laws which is not defined herein shall have the definition forth in the Declaration. In the event the usage of any term defined in the Articles of Incorporation shall conflict with its usage in the Declaration or these By-Laws, the usage in the Declaration shall control.
- 1.3. **Personal Applicability.** All present or future Owners, Mortgagees and lessees, or their employees, guests or any other person that utilizes any portion of the Condominium or acquires any interest in any portion of the Project in any manner or for any purpose shall be subject to the provisions of the Declaration, these By-Laws and any rules and regulations established by the Board of Directors ("Rules"). A copy of the current Rules is attached hereto and made a part hereof as Schedule A. Acquisition or rental of a Unit or any portion thereof, if rental of a portion of a Unit is permitted, the taking of a Mortgage, or the act of occupancy or entrance upon the Project or a Unit shall signify acceptance, ratification and compliance with the Declaration, these By-Laws and the Rules.

ARTICLE II. CONDOMINIUM VOTING, QUORUM, PROXIES, AND WAIVERS.

- 2.1. **Condominium Membership.** The Condominium membership shall be limited to those persons as set forth in the Declaration.
- 2.2. **Voting.** Each Owner, including any Owner that is also the Declarant shall be entitled to vote at Owner's meetings. No Owner (except Declarant, who shall be expressly exempted from this provision) shall be permitted to vote if such Owner is not current in payment of any and all common charges, assessments and / or special assessments, fines, fees, penalties, and interest; and in compliance with all provisions of the Declaration (all such obligations together, "Good Standing"). Except as otherwise provided in this Section, the number of votes available to each Owner shall be the product of multiplying each Owner's designated percentage interest in the common elements (each unit being 1 out of 79 units [1.27 percent]) as designated in the Declaration ("Allocated Interest") by 10,000 ("Owner's Voting Interest"). The total number of all

Owner's Voting Interests shall be 12,700. For voting purposes, a Unit held jointly by more than one Person (as same is defined in the Declaration) shall be deemed to be owned by a single Owner. If more than one Person is the owner of a Unit, the record owners of such Unit shall designate the person entitled to vote the Owner's Voting Interest for such Unit. The designation shall be in writing, dated, executed by all record owners and include the name and address of the designated representative, unit designation, and name and address of each person which comprises the Owner. The notice shall be filed with the Secretary. Any such notice shall be deemed valid until the earlier of revocation by a subsequent designation, or a revision in the Unit's record ownership. As used in these By-Laws, the Owner's Voting Interest shall be deemed to include votes of persons actually present in person or by Proxy.

The Association in its sole discretion shall have the right to require an Owner to present evidence of such Owner's ownership interest in his Unit prior to any vote. Any such Owner shall be provided reasonable time to obtain such proof, prior to any such vote being called. An Owner who is not in compliance of this sub-section shall not be permitted to become a Board Member.

- 2.3. **Quorum – Unit Owner Meetings.** Fifty point zero-one percent (50.01%) of the total of all Owner's Voting Interests shall constitute a quorum ("Quorum") at any Owners' meeting to permit the transaction of business, except as otherwise provided by statute, the Declaration, or these By-Laws. If a Quorum shall not be present or represented at any Owners' meeting, the meeting shall be deemed adjourned. The written vote of any Owner not otherwise present in person or by Proxy at any duly called meeting, which written vote is furnished to the Secretary at or prior to the time such meeting is called to order shall be counted in determining the presence of a Quorum (only with respect to the question upon which such written vote is cast).
- 2.4. **Vote Required to Transact Business.** When a Quorum is present at any meeting, the vote of a majority of the Owner's Voting Interest (unless some other percentage vote or other type of vote is required as specifically set forth in the Declaration, or these By-Laws) shall decide any question validly brought before such meeting and such vote shall be binding upon all Owners, unless otherwise provided by applicable statute, the Declaration or these By-Laws. In the event of a conflict, it shall be resolved as follows: the statute shall control over the Declaration, which shall control over these By-laws, which shall control over the Rules.
- 2.5. **Voting, Proxies And Consent.** At any Owner meeting, any Owner entitled to vote may do so in person or by Proxy. Such Proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.
- 2.6. **Meeting Place.** Meetings shall be held at a suitable location convenient to the owners, as designated from time to time by the board.
- 2.7. **Annual and Special Meetings.** The first annual meeting ("First Annual Meeting") shall be called by the initial board and should occur no later than one (1) year after the closing of the first Unit to a party other than Declarant or the Association ("First Closing"). Each annual meeting ("Annual Meeting") shall be held on or about the anniversary of the First Annual Meeting. At each Annual Meeting, the Owners will elect a Board of Directors ("Board") and shall transact all such other business presented at such Annual Meeting. It shall be the duty of the President to call a special Owner's meeting as directed by the Board or upon the presentation to the Secretary of a petition of a majority of Owners Voting Interest.
- 2.8. **Notice of Meetings.** It shall be the Secretary's duty to provide notice of meeting to each Owner or party entitled to vote at such meeting. Each such notice shall be in accordance with these By-Laws and shall state the purpose, time and place of any such meeting. Notice shall be sent at least ten (10) but not more than thirty (30) days prior to such meeting, unless such notice shall be deemed

impracticable due to the nature of any such special meeting, in which case the President in his sole discretion shall determine the amount of reasonable notice possible.

2.9. Order of Business. The following shall be the order of business at any meeting:

- (a) Roll call
- (b) Proof of notice of meeting or notice waiver
- (c) Reading of preceding meeting minutes
- (d) Officer reports
- (e) Board reports
- (f) Committee reports
- (g) Election of inspectors of election (in the event of an election)
- (h) Election of board members (each a "Board Member", collectively, the "Board Members") (in the event of an election)
- (i) Unfinished business
- (j) New business

2.10. Adjourned Meetings. If any Association meeting cannot be convened due to a lack of Quorum, or if the meeting business cannot be concluded for any other reason, a majority of Owners present (in person or by Proxy) may adjourn the meeting from time to time for a period not to exceed seven (7) days, until a Quorum is obtained or until a conclusion is reached. At any such adjourned meeting, any business which might have been transacted at the original duly called meeting may be transacted without further notice. If a Quorum is not obtained or a conclusion is not reached in such seven days' time, the President shall call a special meeting pursuant to the terms of these By-Laws to transact such business.

ARTICLE III. Board of Directors.

3.1. Number and Term. The Board shall consist of not less than three (3) members. The first Board shall be appointed by the Declarant and need not include any Owner. Except as otherwise provided herein, all subsequent Board Members shall be elected at the Annual Meeting and must be an Owner or the Declarant representative. Each Board Member shall serve for a term of one year and until their successors are chosen and qualify in their stead. Notwithstanding the foregoing, the Declarant shall have the right to designate a Board majority until the earlier to occur of the following events: sale of fifty-one percent (51%) of Units Allocated Interest or five (5) years from the date of the first Unit closing ("Triggering Event"). The Declarant will relinquish Board control at a meeting of Owners called within thirty (30) days following the Triggering Event. After the Triggering Event, the Declarant shall have the right to designate one (1) Board Member for so long as the Declarant continues to own at least one (1) Unit and the Board shall be greater than three (3) Members. The Board shall establish an advisory committee, consisting of no less than three (3) persons and no more than five (5) persons, which shall be comprised of Owners other than Declarant, upon the earlier of: one hundred-twenty (120) days after conveyance of thirty-three and one-third percent (33 1/3%) of the total Allocated Interests or one (1) year after the First Closing. The Advisory Committee shall meet with the Board to facilitate the transition board control after the Initial Marketing Period. The Advisory Committee will be dissolved without any further action upon the election of a majority of non-Declarant Board Members.

- 3.2. Vacancy and Replacement.** Except as otherwise provided herein, if any Board Member's office becomes vacant due to death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of remaining Board Members, though less than a Quorum, at a special meeting, shall choose a successor or successors, who shall hold office for the respective unexpired term. Notwithstanding the foregoing, the Declarant shall at all times have the right to choose a successor for any Board Member appointed or designated by Declarant.
- 3.3. Removal.** Except for a Board Member designated by the Declarant, a Board Member may be removed from office with or without cause by fifty point zero-one percent (50.01%) vote of all Owner's Voting Interest. A Board Member designated by Declarant may only be removed by the Declarant and only the Declarant shall the exclusive right to designate replacement. Any Board Member whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting at which his proposed removal is to be acted upon. If a Board Member ceases to be an Owner or mortgagee or representative thereof, he shall be deemed to have resigned effective as of the date such interest ceased, and in such case, the Board Member's removal shall be exempt from the hearing requirement.
- 3.4. First Board.** The first Board shall consist of [name and relationship to the Declarant of each of the member].
- 3.5. Powers.**
- (a) The Board shall have the power to do all things necessary to manage the Condominium business. All such lawful acts and things as are not required by applicable law, the Declaration or these By-Laws to be exercised or done by the Owner personally, including without limitation the power to:
- (1) Establish the Condominium budget representing the sums necessary and adequate for continued operation ("Budget") at least annually and provide a copy thereof to the Owners and their mortgagees upon request. The Board shall also have the right to determine and maintain an adequate reserve fund for periodic Common Element replacement, repair, and maintenance, which shall be funded by regular payments in intervals determined by the Board in its sole discretion. If the Board shall establish such a reserve fund, it shall be equal to a minimum of ten percent (10%) of the annual budget. The establishment of any such reserve fund shall not limit the Board's right to impose any Common Expense, Special Assessment, or other charge;
 - (2) Determine and levy monthly assessments, payable in advance, to cover the Condominium common expenses cost as set forth in the Budget ("Common Expense"). The Common Expenses shall be assessed as a single sum against all Units and prorated against each of said Units according to its respective Allocated Interest ("Common Charges"). This assessment proration shall remain constant regardless of the percentage of the building square footage contained in each Unit or the Common Elements restricted to the use of the Unit occupant. The Board may increase the Common Charges or vote any Special Assessment in excess of that amount, if required to meet any additional necessary or desired expense, but said increases can only be assessed among the Units pro rata according to each Unit's respective Allocated Interests ("Special Assessments"). Notwithstanding the foregoing, if pursuant to the terms of these By-Laws or the Declaration, the Declarant is not required to pay any Special Assessment imposed by the Board, the remaining Owners shall be assessed as a single sum against their respective Units and the Special Assessment prorated against each of said Units according to their respective Allocated Interest, as if such remaining Owners'

interests equaled one hundred percent (100%) of the total Allocated Interests of the Building:

- (3) Collect, use, and expend the Common Charges;
- (4) Repair, restore or alter any portion of the Project after damage or destruction by fire or other casualty, or as a result of condemnation, eminent domain proceedings, or other similar taking within the limitations of the Declaration or these By-Laws;
- (5) Enter into and upon the Units when reasonably necessary in connection with the maintenance, care or preservation of the building;
- (6) Open and maintain bank accounts, including at least one (1) operating account on behalf of the Condominium and designate the signatories to such bank accounts from time to time;
- (7) Insure the Common Elements and Units (including Association-owned Units) and any personal property owned and maintained by the Association within the Condominium on behalf of all Owners, and assert, file, defend, adjust, negotiate, and settle insurance claims regarding the Common Elements, Units, and Association owned personal property maintained within the Condominium, all in accordance and within the limitations of the Declaration and these By-Laws. To the extent the Board has the authority to assert, file, defend, adjust, negotiate, and settle insurance claims with respect to real property, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair, replacement, or restoration all deductibles paid by the Association, and same shall be assessed as set forth in the Declaration.
- (8) Make, amend, or rescind Project Rules and provide copies of any such Rules to each Owner not less than five (5) days prior to the effective date of any such Rules;
- (9) Take all necessary steps, including without limitation, fines, removal of any non-compliant vehicle, litigation, liens, and foreclosure to enforce the Rules, collect Common Charges, any Special Assessment, and any other sums due to the Condominium including interest, costs, fines, litigation expenses, and reasonable legal fees;
- (10) To contract for, employ, and terminate employees, firms, corporations, agents, and independent contractors to perform any duties consistent with the execution of the Board's responsibilities set forth in the Declaration or these By-Laws.
- (11) Purchase supplies and equipment, negotiate, enter into or terminate contracts, designate representatives for the purpose of executing contracts, and generally have the powers of a manager in connection with the matters herein set forth;
- (12) Exercise or waive a right of first [refusal]/[offer] to purchase Units including without limitation any abandoned or foreclosed Unit, on behalf of all Owners and to take any and all necessary steps to repair or renovate any acquired Unit, and to vote as Owner, offer such Unit for sale or lease, or take any other steps regarding such Unit as shall be deemed proper by the Board;
- (13) Employ a managing agent to perform the Board duties. Any such contract entered into by Declarant shall not exceed a three (3)-year contract term and must contain a provision permitting the termination of the contract upon sixty (60) days' written notice. Notwithstanding the foregoing and despite any such delegation, the Board shall remain obligated to perform the duties and obligations which are its responsibility pursuant to the Articles, Declaration or these By-Laws;

- (14) Make additions, alterations, or improvements to the Common Elements, and when required by applicable law, present the Owners the assignment of Common Charges or the placement of a lien on the Common Elements. Consent to the making of Common Element capital repairs or assessment of any Common Charges required to comply with applicable law, or a work order of an insurance carrier; provided further that prior to the Trigger Event or any other time during which the Declarant controls the Board, the Board may not withhold such consent.
 - (15) Borrow money on the Condominium's behalf when required (1) in order to purchase a Unit at foreclosure, (2) pursuant to the exercise of a right of first refusal or first offer, (3) for Common Charges, and (4) in connection with the operation, care, upkeep, and maintenance of the Common Elements; provided however that if required by law, the consent of at least fifty point zero-five percent (50.05%) of the total Owner's Voting Interest obtained at a duly called meeting held for such purpose shall be required for the borrowing of any sum (except sums required to comply with applicable law or a work order of an insurance carrier) in excess of Five Thousand Dollars (\$5,000). Except as required by law, the consent of the Owners shall not be required to make any unsecured borrowing for the Condominium's benefit, or to borrow funds by a lien on the Common Charge payments;
 - (16) Request a reduction of the Condominium's taxable assessed valuation on behalf of all Owners;
 - (17) Designate one or more committees, each of such committees to consist of at least one (1) Board Member (but which may also include non-Board Member Owners) to advise the Board in the Condominium management (each, a "Committee", collectively, the "Committees"). Committees shall keep regular minutes of their proceedings and shall report the same to the Board as requested;
 - (18) To acquire, maintain, repair, alter, improve, purchase, operate, manage, sell, convey, assign, mortgage, transfer, grant easements or lease any property (real or personal on behalf of the Association pursuant to the Declaration or the terms of these By-Laws;
 - (19) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration, the Articles and these By-Laws;
 - (20) To establish from time to time and enforce compliance with Rules necessary for the operation, use, and occupancy of the Project which shall comply with all applicable laws and which shall not be created or enforced in any discriminatory manner otherwise prohibited by law. A copy of such Rules shall be delivered or mailed to each Owner promptly upon the adoption or amendment thereof; and
 - (21) To suspend an Owner's voting rights for failure to comply with the Declaration, these By-Laws or the Rules.
- (b) The Association may not by any act or omission abandon, partition, subdivide, sell, transfer, or otherwise encumber any portion of the Common Elements, except with respect to any license, lease, or other rental agreement having a term of one (1) year or less, without the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the Allocated Interests and sixty-six and two-thirds percent (66 2/3%) of the First Mortgagees. The Association may grant easements for public utilities and other public purposes consistent with the provisions of the Declaration and these By-Laws.

- 3.6. Compensation.** Board Members and officers shall receive no compensation for their services in such capacity. Notwithstanding anything to the contrary in these By-Laws, a member, manager, director, or officer may be paid reasonable compensation for actions performed in the course of his or her duties as an Association employee or agent. Such members, managers, directors, or officers may from time to time be reimbursed for actual and reasonable expenses incurred in connection with the administration of the Association's affairs. The Board shall have the right to require such person provide proof of such actual and reasonable expenses prior to any such reimbursement. Notwithstanding the foregoing, a Board Member or officer who is appointed by the Declarant and/or the Commercial Unit Owner may be compensated for their service in the capacity of Board Member or officer if such compensation is paid in the course of the person's regular employment as an employee of Declarant and/or Commercial Unit Owner.
- 3.7. Meetings and Consent.** Each Board shall meet as soon as possible following adjournment of the meeting at which they were elected. The Board shall establish annually in advance the dates, places, and times of regularly scheduled Board meetings ("Regular Meetings"). Regular Meetings may be held without notice at the Board's discretion. Special meetings of the Board may be called by the President or upon the written request of two (2) Board Members to the Secretary or President. The Board meeting and vote may be dispensed with if all Board Members entitled to vote shall consent in writing to such action being taken. Any action taken through this process shall have the same effect as if taken at any duly called meeting.
- 3.8. Quorum – Board Meetings.** At all Board meetings, a majority of the Board Members shall be necessary and sufficient to constitute a quorum to transact business, and an act of the majority of all Board Members present at any meeting at which there is a quorum shall be the act of the Board, except as may otherwise specifically be provided by applicable statute, the Declaration, or these By-Laws. In the event a quorum shall not be present or represented at any Board Member meeting, the meeting shall be deemed adjourned.
- 3.9. Meeting Notice.** It shall be the duty of the Secretary to provide notice, in accordance with these By-Laws, of each meeting stating the purpose, time and place thereof to each Board member at least ten (10) but not more than thirty (30) days prior to such meeting, unless such notice shall be deemed impracticable due to the nature of such special meeting, in which case the President shall determine the amount of reasonable notice.
- 3.10. Annual Statement.** The Board shall cause full and clear Condominium financial statements, including a balance sheet and profit and loss statement, as well as a statement regarding any taxable income attributable to the Owners ("Financial Statements"). The Financial Statements shall be prepared at least annually, or upon a demand by the Owners at a special meeting and delivered to the Owners, their Mortgagees and as otherwise required by applicable law, no later than four (4) months following the end of the Condominium's fiscal year or the date of the special meeting.
- 3.11. Board and Owner Liability.** Any Board contract, agreement, or commitment shall state that it is made by the Board as agent for the Owners as a group only and that no Board Member or Owner shall be personally liable for such contract, agreement, or commitment except as set forth in the Declaration or these By-Laws. The Owners shall be liable as a group under such contract, agreement, or commitment, but the individual liability of each Owner shall be limited to the product of total liability multiplied by an Owner's individual Allocated Interest. The Owners shall jointly and severally indemnify any or all Board Members against any liabilities or claims arising from acts taken in accordance with his duties except as otherwise set forth herein. The Board and its individual Board Members shall have no liability to any Owner with respect to the Condominium management except (1) with any proceeding by or on behalf of the association or its members which alleges actions committed which created an improper personal benefit to such

Board Member seeking indemnification, whether such action was in the capacity of a Board Member or otherwise and such Board Member is adjudged to have received such improper benefit; (2) gross negligence, willful misconduct, or bad faith except where such Board Member shall be adjudged guilty of acts of gross negligence or willful misconduct or acts of bad faith in the performance of his duties; or (3) in the case of a criminal action, he is adjudged to have had no reasonable cause to believe his actions were unlawful. The termination of any action by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not of itself determinative that the individual has not met the standard of indemnifiable conduct.

- 3.12.** Notwithstanding the foregoing, the Board shall have the right in its sole discretion to impose, as a condition of indemnification hereunder such reasonable requirements and conditions as the Board may determine to be appropriate, including without limitation any or all of the following: (1) any counsel representing the party seeking indemnity shall be counsel mutually agreeable to the Board and the Member seeking indemnity; (2) the Association shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated, or threatened against the Member seeking indemnity; and (3) the Association shall be subrogated, to the extent of any payments made by way of indemnification to all of the indemnified person's right of recovery and the Member seeking indemnity shall execute all writings and do everything necessary to assure such rights of subrogation to the Association. The right of each Board Member to indemnification shall be in addition to any other rights they have, which shall not be deemed waived by this provision.

Such indemnification shall include all such sums reasonably and actually incurred by any Board Member for attorneys' fees, judgments, fines, and settlement amounts, incurred because of such Board Member being made a party because of his actions as a board member, to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, or administrative. If any Board Member shall seek reimbursement or indemnification pursuant to these By-Laws for any settlement amount, such Board Member shall only be reimbursed if the Board approves such settlement and reimbursement as set forth in these By-Laws. A Board Member requesting reimbursement or indemnification shall not participate in any discussion or vote regarding the same. The Board shall have the right in its sole discretion to request an opinion of independent counsel regarding a determination of the Association's best interest. The Board shall notify all Owners of any indemnification or reimbursement payment no less than ten (10) days prior to the release of such payment.

- 3.13. Consent to Amendment.** The provisions of this Article III of these By-Laws may not be amended without the prior written consent of the Declarant regarding Declarant's respective right herein.

ARTICLE IV. OFFICERS.

- 4.1. Election of Officers.** The Board officers shall be chosen by the Board at its first meeting and at any meeting of the Board thereafter at the Board's sole discretion. The Board officers shall be a President, Secretary, and Treasurer. The President must be a Board Member and either an Owner, the spouse of an Owner, or an Owner representative, where permitted pursuant to these By-Laws. The Board may also choose such other officers as in its judgment are necessary. The President and Treasurer may not be the same person.
- 4.2. Term.** The officers shall hold office until their successors are duly chosen and qualify in their stead. Any Board elected or appointed officer may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board and officer vacancies shall be filled by the Board.

4.3. Officer's Duties. The President shall be the Condominium chief executive officer and shall have all the powers and duties usually vested in the office of the President of a stock corporation under the [applicable law]. The President shall preside at all Association and Board meetings. The Secretary shall keep such information open to inspection by Owners and others lawfully (or as otherwise provided in these By-Laws) entitled to inspect same upon reasonable notice at reasonable times during normal business hours. The Secretary shall attend all Board and Owner meetings and record and maintain all votes and the minutes of all proceedings, provide notice of all meetings as provided in these By-laws, and perform all duties as required by the Board and the President. The Treasurer shall perform all tasks as directed by the Board and properly handle and account for all financial transactions of the Condominium, including maintaining detailed financial records and books of account of the Condominium and a separate account for each Unit which, among other things, shall contain the amount of each assessment of respective Unit Common Charges (including without limitation any Special Assessment) together with the due date, the amounts paid thereon, and the balance remaining unpaid.

4.4. Association Documents.

- (a) **Execution of Instruments.** Any person or person designated as an authorized signatory by a duly approved Board resolution may execute any agreement, contract, commitment, deed, lease, note, or other instrument on behalf of the Association.
- (b) Any Board officer with access to the Association books and records may prepare, execute, certify, or provide a statement of unpaid Common Charges (including without limitation, any Special Assessment) to a requesting Owner or Mortgagee. The Association may charge a reasonable fee for the preparation and / or delivery of any such requested statement.

ARTICLE V. NOTICES AND WAIVERS.

5.1. Notices and Waivers. Whenever, under the provisions of the Declaration or these By-Laws, notice is required to be given by or to the Board, any Board Member, or Owner, such written notice shall be sufficient if sent by mail or overnight carrier to the address as appears on the most recent Condominium records and will be deemed received within three (3) days of depositing same with such post office, or two (2) days of depositing same with an overnight carrier. Notice required under these By-Laws will be deemed waived when done so in writing or by attendance at any meeting for which notice was required.

ARTICLE VI. PROJECT OPERATION.

6.1. Common Charge and Special Assessment Payment.

- (a) Each Owner shall promptly pay his respective Common Charges and Special Assessments when same becomes due. Such Common Charges and Special Assessments shall be a personal obligation of each Owner, and same shall not be waived as a result of any closure of any portion of the Condominium, whether such closure is temporary or permanent. The Owner shall not be entitled to any notice beyond the assessment notice. In the event any Common Charge and / or Special Assessment shall not be paid when due, the Board may in its sole discretion (in each instance) (1) impose any administrative fee, late charge, and / or interest on unpaid Common Charges or Special Assessment to the maximum amount permitted by applicable law; (2) place a lien on a Unit and foreclosure such lien in the event the Common Charge or Special Assessment, as the case may be, shall not be paid within fifteen (15) days of its due date; and (3) provide notice to any Unit tenant to make all rental payments to the Board until all unpaid amounts are satisfied, where permitted by law. The

waiver by the Board of exercising any or all of these enumerated rights in any instance shall not be deemed a waiver of such rights with respect to any other instance, whether such right arose prior to, contemporaneously with, or in the future of such waived right.

No Owner shall be liable for any Common Charge or Special Assessment which accrues against his Unit subsequent to a sale, transfer, or other conveyance by him of his Unit in accordance with these By-Laws and the Declaration. A Unit purchaser (other than a First Mortgagee) purchasing for his own account pursuant to a foreclosure sale, which bid has not been assigned and subject to applicable Declaration provisions shall be liable for the payment of all outstanding Common Charges and Special Assessments assessed against the Unit and unpaid at the time of closing.

- (b) In the event payments of Common Charges or Special Assessments shall exceed the amount necessary to meet the annual budgeted expenses or work to be completed under the Special Assessment, the Board shall place such excess in the Association's working capital reserve account at the end of the fiscal year in which such excess monies shall have been paid. The deposit of any such excess funds shall not relieve any Owner of such Owner's unpaid portion of such Common Charges or Special Assessments. The excess assessments deposited (or owed) shall not be expended from the working capital fund in lieu of any future Special Assessment without the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the Allocated Interests.

6.2. Statement of Unpaid Charges. Upon the written request of any Owner or his Mortgagee, the Board shall promptly furnish such Owner or Mortgagee with a written statement of all unpaid Common Charges or Special Assessments imposed against such Unit.

6.3. Utility Liability. The Owner shall be liable for the expense of all Unit utilities, including utilities in the Limited Common Elements. The cost of utilities for the General Common Elements shall be a Common Expense.

6.4. Unit and Common Element Repairs and Access.

- (a) **Unit Repairs.** Except as otherwise provided in these By-Laws, all Unit maintenance, repairs, and replacements (each, a "Repair" and collectively, "Repairs"), and maintenance, repairs, and replacements to the doors (except painting the exterior side of a Unit entrance door), windows (except exterior side window painting), electrical, plumbing, heating fixtures and air conditioning units within the Unit or belonging to the Unit Owner shall be made at the Owner's effort and expense.
- (b) **Common Element Repairs.** All General Common Element Repairs shall be made by the Board and assessed as a Common Expense. The Limited Common Elements Repairs shall be at the sole expense of the following persons under the following circumstances: (1) the Association if the Limited Common Element Repairs involve structural or extraordinary Repairs (including without limitation the repair of water intrusion); or (2) the Owner having direct and exclusive access to a Limited Common Element at his sole cost and expense if involving nonstructural repairs. Notwithstanding the foregoing, Repairs (of either a structural or non-structural nature) of the outdoor Limited Common Element balconies and terraces and painting and decorating of the front door exteriors and window exteriors shall be performed by the Condominium and charged to Owners as a Common Expense. The Board will have the right to establish Rules regulating contractor approval and Limited Common Element Repair standards. All Repairs shall utilize new materials and the work shall be performed in a good and workmanlike manner customary in the jurisdiction at the time the work is performed and shall conform to existing materials, style, and color.

- (c) **Repair Access.** The Board and its agents, employees, and contractors shall have a right of access to each Unit and the Common Elements to conduct or inspect Repairs or auditing the Condominium to assess areas in need of Repairs. Entry requests shall be made in advance at a time reasonably convenient to the Owner unless in the Board's sole discretion immediate action is necessary for the preservation, health, or safety of the Condominium or its occupants, guests, and invitees. Such right shall be exercised in such a manner as will not unreasonably interfere with the occupant's normal use for residential purposes.
- (d) **Personal Property Repairs.** The Association or the Declarant shall have no duty to Repair, nor any liability for damage or destruction to any personal property located within a Unit no matter what the cause or the damage or destruction.
- (e) **Damage by Action.** Notwithstanding any other provision in this Article, each Owner shall be responsible for all damage to any other Units or Common Elements as a result of their willful or negligent actions, including the expense of any Repair as a result of same.

6.5. General Unit Use and Occupancy Restrictions. Use of any Unit shall be subject to the Declaration, these By-Laws, and the Rules adopted and amended by the Board from time to time. Non-compliant use or occupancy of a Unit or Common Element shall be deemed a nuisance and shall be subject to abatement and other Association nuisance enforcement actions, including without limitation, the imposition of a fine. The right of the Association to bring a nuisance claim shall be in addition to any other permitted action at law or in equity and shall exist whether or not such right is specifically stated in any subsection of the use provisions. The right of the Association to bring a nuisance claim shall not be deemed a waiver of any other right of the Association to bring any other claim against the Owner or any person violating this section.

- (a) Each Unit shall be used as a **storage and attendant uses.**
- (b) The use of any Unit must conform to the terms and conditions of any such Unit's Certificate of Occupancy and any and all applicable governmental and municipal regulations, including any applicable zoning variance ("Laws"). Any violation of Laws shall be complied with by and at the sole expense of the Owner or Board, whichever shall have the compliance obligation by law.
- (c) Subsections 6.5(a), 6.5(b) and 6.5(c) of this Section 6.5 may not be amended, modified, or deleted except by unanimous vote of Owner's Voting Interest and the Board.
- (d) Any Rule may be made, amended or rescinded by a vote of 66 2/3% of the Owner's Voting Interest at a duly called Special or Annual Meeting.
- (e) Except for household dogs, cats, small cage birds, and fish, kept in reasonable numbers, and in compliance with these By-Laws and the Rules, or as otherwise permitted pursuant to applicable law, an Owner may not allow onto the premises, keep, raise, or breed animals, livestock, or poultry of any kind. No animal may cause or create offensive or obnoxious noises, odors, or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be attended by a responsible person. No savage or dangerous animal shall be kept or allowed onto the premises at any time, whether or not the Association has given its permission therefor. Savage and dangerous animals include, but are not limited to, the following: pit-bull terriers, Doberman pinchers, and other attack dogs; any animal which has been declared by a public agency to be potentially dangerous, potentially vicious, dangerous or vicious; any animal which has caused bodily injury to any other person; any animal which has initiated a fight with any other animal at the Condominium; or any animal which has (by its aggressive behavior) caused a Condominium occupant, visitor, employee, invitee, or other person lawfully on the

property of the Condominium to take evasive action to avoid being injured by such animal. All animals within the Common Elements must be controlled by a leash which extends no greater than six (6) feet in length and any waste products eliminated by such animal shall be promptly and efficiently cleaned up by the person accompanying such animal and deposited in an appropriate sanitary receptacle. No animal shall be allowed to interfere with any occupant's reasonable and permitted use and enjoyment of the Project. The Association may charge all pet owners an additional, reasonable assessment to be paid to the association within ten (10) days of notification of such assessment, if the Association determines such assessment is necessary to defray the additional Association maintenance costs due to the accommodation of animals within the Project. This assessment right shall not be deemed to apply to any animal for which any such additional assessment is not permitted by law. Any person who controls an animal or pet upon the Project must comply with the Rules regarding such animal or pet.

The Association shall have the right to require that the owner register any animal with the Board prior to such animal occupying any portion of the Project. All animals must be registered with condominium management within one (1) week of taking up residence. Registration(s) includes a current picture of the Owner and animal(s), as well as proof of required licenses and vaccinations as described above. This procedure is for the protection of both Owners and animals. Registrations, particularly current pictures, will be updated as appropriate or as periodically required by Management. All animals must have all legally required licenses and vaccinations and meet all other local statutory and regulatory requirements. The animal's owner shall provide proof of compliance with such licensing and vaccination requirements prior to the animal being permitted to enter the Building. The animal owner shall thereafter have the ongoing obligation to maintain and obtain any updated vaccination or licensing as required by applicable statute or regulation and to provide proof of same to the Board. Certified "service" or "assistance" animals must comply with all licensing, vaccination, behavior and conduct requirements. The owner of such "service", "assistance," or "support" animal shall be subject to all Board notification and proof requirements of these By-Laws. Any person who causes an animal to be brought or kept in the Condominium shall be strictly liable for any damage or injury to any person or property caused by such animal. Any person who causes an animal to be brought or kept in the Condominium shall indemnify, defend, and hold harmless the Association (including without limitation its officers, directors, and employees), and all other Owners for any damages, loss, expenses, attorneys' fees, costs, judgments or liability which might accrue to the Association (including without limitation its officers, directors, and employees) or such other Owners, as the case may be, because of the presence of such animal in the Condominium, regardless of whether the animal's presence is permitted. The Association may, without a hearing and without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of these restrictions. A

- (f) No trash, refuse, garbage, or rubbish of any kind shall be kept outside of any Unit, except in an enclosed wildlife-proof trash bin. The location of such trash bin shall be subject to the approval of the Board. All trash bins and sanitary containers shall be kept in a reasonably clean and sanitary condition and in good working order. All sanitary containers shall be secured in a trash bin, except as necessary to allow for trash collection. Placement of trash containers in the collection area shall not exceed any twenty-four (24)-hour period. The Board shall contract with a trash disposal company for trash pick-up within the Condominium. There shall be only one (1) trash disposal company at any point and time collecting trash from within the Condominium, except that the Board may contract with a

separate company for the collection and disposal of recycling. NO OPEN BURNING OF BRUSH, LEAVES, GRASS AND / OR TRASH SHALL BE PERMITTED.

- (g) An owner shall not use or permit the use of a Unit of Common Element in a manner which shall disturb or harass any other occupant of the Project, nor shall any Owner or Unit occupant permit any nuisance upon the Unit or a Common Element. No use of, or practice within, any Unit or Common Element shall be permitted which is the source of annoyance to, or which interferes with the peaceful enjoyment, possession, and proper use of such Unit or Common Element by any other Owner, resident, tenant, or occupant. Unit Owner shall maintain the Unit in a safe, clean, and sanitary condition (including without limitation a requirement that an Owner must notify the Association in writing in a timely manner of any unintended water, water vapor intrusion, or water damage including any related mold or mildew growth). No Owner shall permit the use of his Unit or any Common Element which will unreasonably increase the Condominium insurance rates.
- (h) No Unit Owner shall cause or permit any sensory pollution to emanate from his or her Unit or Limited Common Elements which disturbs or unreasonably offends other Owners or occupants. This shall include without limitation the following:
 - (1) Smoke (including without limitation any smoke from tobacco or other smokable plant or other products) and its resulting odor, any noxious fumes, odors or vapors, or other unreasonably offensive odors emanating from a Unit which is disturbing to other Owners, occupants, tenants, guests and invitees shall be subject to these By-Laws and the Rules adopted and amended from time to time to prevent such emanation of smoke and odors. Same shall be further subject to abatement and other Association nuisance enforcement actions, including without limitation the right to require an Owner to construct physical barriers, ventilation improvements, and / or take such other mitigation and / or remediation actions within such Unit (including the Limited Common Elements) as may be necessary to prevent the transmission of such smoke or odors through the Common Elements and / or into other Units. If said Owner fails to satisfactorily remedy such smoke and / or odor emanation, the Association shall have the right to do so at such Owner's expense. The Association shall have an easement to said Unit and its Limited Common Elements to perform such work. In addition, the Association shall be deemed to have a right of access pursuant to the terms of the Declaration and these By-Laws in such instances. The Association shall have the right to recover any costs associated with such work, whether administrative, legal, architectural, or otherwise, including the right to foreclose a lien for all of such costs and expenses against the Unit. The Association shall also have the right to seek injunctive relief to cause a cessation of such nuisance and shall be entitled to its attorney fees and costs incurred in any such action. The Association shall not be required to post a bond in any such injunctive relief action. This provision may be enforced by the Association or by any other Owner, except that any other Owner shall not have the right to undertake construction work in another Owner's Unit or Limited Common Elements or to place and foreclose a lien.
 - (2) Unreasonable sounds which are disturbing to other Owners, occupants, tenants, guests and invitees. Such sounds shall be subject to these By-Laws and the Rules which may be adopted and amended from time to time to prevent such sound emanation. The Association shall have the right to require an Owner to incorporate and maintain within the Unit soundproofing materials and construction methods when the Owner changes the floor covering existing on the Unit's lower level as of the date of this Declaration (including, without limitation, carpeting, wood floors, tile, stone, vinyl or otherwise).

The Rules shall establish the specifications for such soundproofing, the circumstances requiring the installation of such soundproofing, Association work, and inspection approval procedures. No such installed soundproofing may be removed or altered without the Association's prior written consent. Any cost borne by the Association in connection with such Association work shall be the sole cost and expense of the Owner replacing such floor coverings and shall be payable as a Special Assessment.

- (3) Unreasonably bright light or light which is disturbing or causes unreasonable glare.
- (i) No Unit or Common Element shall be used or occupied in such manner as to commit or permit any illegal activity or use of any illegal substance to occur in or about such Unit or Common Element. Use or occupancy of any Unit and / or Common Element must at all times comply with applicable federal, state, and local law and regulation as well as the terms of any note and mortgage or other document securitizing the Condominium or the Unit.
- (j) No Owner or Unit occupant may engage or permit another person within a Unit to engage in any activity or practice within the Unit or on the Common Elements which, in the sole discretion of the Board, is considered a threat to the health and / or safety of other Owners and occupants within the Project, including but not limited to, hoarding, creating conditions conducive to indoor fires, allowing Units to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Units or the Common Elements.
- (k) The use of drones on the Condominium shall be as set forth and in compliance with the Rules of the Condominium, as promulgated and amended by the Board from time to time. A "drone" means a self-powered, aerial vehicle that (a) does not carry a human operator; (2) uses aerodynamic forces to provide vehicle lift; (3) flies autonomously or is remotely piloted; (4) is expendable or recoverable; and (5) is capable of, but does not necessarily carry a lethal or nonlethal payload. For purposes of these By-Laws, a drone shall include any model aircraft and / or unmanned aircraft system. Notwithstanding any provision in the Rules to the contrary, the Board or its authorized agent shall be permitted to use a drone to comply with its obligations to maintain the Common Elements, or to otherwise govern, manage, maintain, repair, administer and regulate the Condominium and to perform all of the duties required of it. Notwithstanding any other provision of these By-Laws to the contrary, the Board shall be permitted to capture or livestream an image in furtherance of such permitted use. The Board shall provide reasonable notice to all Unit Owners prior to such use.
- (l) No Unit Owner shall install or permit to be installed any doorbell camera or other video recording device upon the Unit exterior, windows, or doors, or upon any Common Element in a manner that permits such camera or video recording device to view the interior of any portion of any other unit.

6.6. Board Additions, Alterations or Improvements. In the event any Board repair, addition, alteration, modification, renovation, or other improvement ("Improvements") require the placement of a lien on the Common Elements, the making of such Improvements shall be approved by more than fifty percent (50%) of the Owner's Voting Interest.

6.7. Owner's Improvements.

- (a) An Owner may make interior, non-structural Unit alterations that do not affect the Condominium utility systems or any other Unit's valuation without prior written Board consent. The Board may, however, establish regulations governing access, insurance, and other matters relating to the performance of work within a Unit. No other Unit installations or alterations are permitted without prior written Board consent as described in this

subsection. Notwithstanding the foregoing, the Declarant shall not be required to obtain Board consent for such alterations with respect to any Declarant owned Unit. Any consent, if granted, shall provide that such: alteration shall be at the Owner's sole cost and expense; work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, in compliance with current fire and building code standards; and work shall be performed by reputable contractors with adequate liability, property damage, and worker's compensation insurance (certificates for which shall be delivered to the Board prior to the commencement of construction). All Repairs shall utilize new materials and the work shall be performed in a good and workmanlike manner customary in the jurisdiction at the time the work is performed. Any alterations shall be maintained in their entirety by said Owner (who shall also be responsible for any repairs, including structural repairs, to such alteration under all circumstances, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration). Such approval shall further provide that the Owner shall reimburse the Board for any out-of-pocket expenses incurred by the Board in connection with the granting of such approval and in connection with any services provided to such alteration. The Owner shall sign an alteration agreement to the effect of the foregoing and incorporating such other terms as the Association may require.

- (b) The Board shall have the sole right, but not the obligation, to make and / or execute an application to any governmental authority for a permit to make an Improvement in or to any Unit. The Board shall not incur any liability to any contractor, subcontractor, materialman, architect, engineer, or to any person having any claim for injury to person or damage to property arising therefrom caused such installation, permit, or improvement, or as a result of the making or executing of any such application.
- (c) The Declarant shall have the right, without the requirement to obtain consent of any other person or entity, to make Improvements to its Unit whether or not such alterations are structural or nonstructural, ordinary or extraordinary, so long as they do not materially adversely affect the building structure or utility systems. The Condominium hereby appoints the Declarant as its attorney in fact, coupled with an interest, to execute such documents on the Condominium's behalf which may be required to obtain any necessary licenses or permits to make or complete an Improvement to any such Declarant owned Unit, and grants to the Declarant an easement of access, ingress and egress to make any such Improvement to any such Declarant owned Unit. This subsection may not be amended without the Declarant's prior written consent, for so long as Declarant owns any Unit.
- (d) With regard to any work resulting in any Unit subdivision or combination, the Declarant shall have the right to make and file any Declaration amendment required by and pursuant to applicable law. In no event shall the subdivision of a Unit and its Allocated Interest result in a greater percentage of Allocated Interest for the total to the new Unit than existed for the original Unit.
- (e) The Board shall execute any governmentally required application or other document in connection with any Declarant Improvement; provided however that any expense or liability incurred because of the application or such other document shall be the sole expense or liability of the Declarant.
- (f) No Owner may repair, maintain, alter, improve, or enclose any portion of the Common Elements without the Board's prior written consent.

ARTICLE VII. INSURANCE.

- 7.1. Insurance Obtained and Maintained by the Board.** The Board shall obtain and maintain if possible, at commercially reasonable rates, the following insurance: fire insurance with extended coverage, water damage, vandalism, and malicious mischief endorsements. Such policy shall cover the Building except furniture, furnishings, fixtures, appliances, and other Owner personal property ("Owner's Personalty"), together with all heating, air conditioning, and other service machinery, contained therein to the point where same joins the Unit. The insurance shall cover the interests of the Condominium, the Board, all Owners, and their Mortgagees as their respective interests appear, and in an amount equal to the full replacement value of the Building.

All policies of physical damage insurance shall contain waivers of subrogation and an insurer pro rata liability reduction as a result of any insurance carried by Owners or of the invalidity arising from any acts of the insured or any Owners, and shall provide that such policies may not be cancelled or substantially modified without at least fifteen (15) days' prior written notice to all insureds, including all Unit Mortgagees. The Board shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all the Common Elements for determining the amount of fire insurance required prior to obtaining any policy of fire insurance or any renewal thereof.

The Board shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board may determine from time to time, covering each Board Member, and each Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board such public liability insurance shall be in a single limit of \$1,000,000 covering all bodily injury or property damage claims arising out of one incident. Such public liability insurance shall commence as of the First Closing.

Owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

- 7.2. Restoration or Reconstruction After Casualty.** Except as otherwise provided in these By-Laws, in the event of damage to or destruction of any portion of the Building or any other portion of the Project necessary for the preservation, health, or safety of the Condominium or its occupants, guests, and invitees, as a result of fire or other casualty, the Board shall arrange for prompt repair and restoration of the Building or Project, as the case may be, including any heating, air conditioning, or other service machinery which is covered by insurance other than the Owner's Personalty. The Board or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. In the event of damage to or destruction of any other portion of the Project which is not necessary for the preservation, health, or safety of the Condominium or its occupants, guests, and invitees, because of fire or other casualty, the Board shall arrange for repair and restoration of such portion of the Condominium within a reasonable time after such damage or destruction. Any such reconstruction or repair shall be substantially in accordance with the Declaration and the Condominium plans and specifications, and with respect to any Unit repair or restoration, same shall be substantially completed in accordance with the Unit plans and specifications previously approved by the Association or the Declarant, to a condition as comparable as possible to the pre-damage or destruction condition unless sixty-six and two-thirds (66-2/3%) percent of the Owners in number and value and sixty-six and two-thirds (66-2/3%) percent of the First Mortgagees agreed otherwise by vote or in writing. Any cost of such repair or restoration in excess of the insurance proceed shall constitute a Common Expense.

If seventy-five percent (75%) or more of the Units are destroyed or substantially damaged the Board may not proceed with the repairs or restoration without the approval of at least seventy-five percent (75%) of the Owner's Voting Interest. In the event such approval is not promptly obtained, the Project shall be subject to an action for partition at the suit of any Owner or lien, or, as if owned in common, in which event the net sale proceeds together with the net insurance policy proceeds (or if there shall have been a repair or restoration, and the amount of insurance policy proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance policy proceeds) shall be divided by the Board or the insurance trustee as the case may be, among all Owners in proportion to their respective Allocated Interest, after first paying out of each Owner's share the amount of any unpaid Unit liens (including without limitation, any mortgage), in the order of lien priority, and any unpaid Common Charges (including any Special Assessments) or other charges due the Association.

ARTICLE VIII. AMENDMENTS.

8.1. Amendment Procedure.

- (a) Except as otherwise provided herein, these By-Laws may be altered, amended or added to at any duly called Owner meeting provided: (1) the meeting notice shall contain a full statement of the proposed amendment; (2) the amendment shall be approved by sixty-six and two-thirds percent (66 2/3%) of the Owners in number and Allocated Interest; (3) the amendment shall be set forth in a duly recorded Declaration amendment; and (4) such amendment shall comply with the provisions of the Declaration, provided however that no amendment shall impair or affect the validity or priority of an Owner's or Mortgagee's interest in a Unit.
- (b) So long as Declarant shall continue to own a Unit, the provisions of these By-Laws, the Declaration or the Rules may not be amended to adversely affect the Declarant's rights, without the Declarant's prior written consent.
- (c) Any cost or expense incurred in connection with the preparation, recordation, and filing of any such amendment shall be a Common Expense.
- (d) The President or the Secretary may prepare, execute, certify, and record Declaration amendments.
- (e) These By-Laws may not be amended in any way which is either specifically prohibited or limited pursuant to the terms of these By-Laws.

ARTICLE IX. UNIT SALES, LEASES AND MORTGAGES.

9.1. Sales and Leases. An owner must comply with the provisions set forth in this Article IX. to sell or lease his Unit or any interest therein.

- (a) Any Owner who receives a bona fide purchase offer which s/he intends to accept for the sale of his/her Unit together with (1) the undivided interest in the Common Elements appurtenant thereto; (2) the interest of such Owner in any Unit previously acquired by the Board or its designee on behalf of all Owners, or the proceeds of the sale or lease thereof, if any; and (3) the interest of such Owner in any other Condominium assets ("Offer"), shall notify the Board in writing thereof and the name and address of the proposed purchaser, the terms of the proposed transaction and such other information the Board may reasonably require ("Offer Notice"). Notwithstanding the foregoing, a bona fide offer received by an owner from the Developer, or if the Owner is the Developer, such offer shall not be subject to the terms of this subsection. The Offer Notice shall constitute an offer of the Owner to sell to the Board or

its designee, on behalf of all other Owners, on the same terms and conditions as contained in such Offer. The Offer Notice shall constitute a warranty and representation by the Owner to the Board and other Owners that such Owner believes the Offer to be bona fide in all respects. The Board may request reasonable additional information relating to the Offer at any time after reviewing the Offer Notice and any additional information previously supplied by the Owner, and the Board, in its sole discretion, shall have the right but not the obligation to schedule a personal interview (with the Owner and / or the offeror) to obtain additional information regarding the proposed purchaser. Within thirty (30) days after receipt of the Offer Notice, additional information requested by the Board, and personal interview, if any, the Board may notify the Owner that it wishes to (a) have the Condominium purchase the Unit on behalf of all other Owners, directly or by a designee on the same offer terms and conditions; (b) assign the Board's right to purchase to a purchaser who will purchase such Unit, on the same offer terms and conditions; or (c) waive its right to purchase the Unit. If the Board shall elect to have the Condominium purchase or assign its right to purchase the Unit, title shall close at the office of the Condominium in accordance with the terms of the Offer notice but not less than forty-five (45) days after the giving of Notice by the Board of its election to accept such Offer notice. At the Closing, the Owner shall convey the Unit to the Condominium or its designee by deed in the form required by applicable law, with all transfer stamps affixed, where required, and shall pay all other taxes arising out of such sale. The Owner shall pay any fees, fines, late charges due and owing as of the date of such transfer. Real estate taxes, mortgage interest, Common Charges (including any Special Assessments in effect at the time of the transfer of title) and expenses shall be apportioned between the Owner and the Board or its assignee as of the closing date. If the Board or its designee shall fail to accept the Offer notice within thirty (30) days, the Owner shall be free to contract to sell the Unit to the Purchaser, within sixty (60) days after the expiration of the Offer Notice acceptance period. Any such offeror deed shall provide that the grantee's acceptance thereof shall constitute an assumption of the provisions of the Declaration, these By-Laws and the Rules. If the offering Owner shall not convey the Unit within such sixty-(60)-day period to the offeree according to the offer terms and conditions, such Owner shall be subject to the terms of this subsection upon any subsequent election to offer the Unit for sale. Any Unit sale in violation of this Article Article IX shall be voidable at the Board's election, in its sole discretion, by notice given to the person claiming to be the Owner and the Board's right of first refusal shall be deemed reinstated. Any waiver of a right of first refusal in any singular instance shall not be deemed a waiver of any other right of first refusal, whether same arises prior to, contemporaneously with, or in the future.

- (b) Except as set forth in this Article 9.1(b), no Owner may lease his Unit except by complying with the following provisions:
 - (1) Any lease shall be consistent with the Declaration, these By-Laws, and the Rules and shall provide that it may not be modified, amended, extended, renewed, or assigned without the Board's prior written consent. The tenant shall not be permitted to sublet the demised premises, or any part thereof, without the Board's prior written consent. In the event of a lease performance default by the tenant, the Board shall have the power to terminate a lease and to bring summary proceedings to evict the tenant in the name of the Owner. In the event of Owner default in the performance of his duties under the Declaration, these By-Laws, or the Rules, the Board shall have the right to require the tenant to pay its rent to and attorn to the Board on demand. At all times during the term of such lease (including without limitation any extension or renewal thereof) the Owner or tenant will maintain liability insurance naming the Condominium as an additional insured party, if available. The Board shall have the right to terminate the lease on not

less than thirty (30) days' prior written notice upon foreclosure of any lien granted to the Board under applicable law.

- (2) The Owner shall execute an assignment of lease in favor of the Condominium as security for the payment of Common Charges, Special Assessments, and all sums due from Owner to the Condominium or the Board.
- (3) Any Unit lease in violation of this Section shall be voidable at the Board's election, in its sole discretion, and if the Board shall so elect, the Owner shall be deemed to have authorized and empowered the Board to act as its attorney in fact, to institute legal proceedings to evict the tenant in the name of said Owner as the landlord. Any such proceedings shall be at the Owner's sole cost and expense, including without limitation any legal fees or disbursements incurred by the Board in such proceeding, and same shall be a Special Assessment against such Unit.
- (4) No Owner shall rent or advertise for rent any portion of a Unit for a period of six (6) months or less with each such lease being to a specific named tenant and with no right to substitute any other tenant during lease term.
- (5) Any lease entered into, including any extension of any such lease, for a Unit must be in writing, executed by the Owner and tenant. It must include the name of all occupants.
- (6) Any Owner leasing his Unit shall at all times comply with all applicable statutes and regulations regarding such Unit lease, including without limitation, any business or other licensing requirements and tax filing requirements. The Board shall have the right but not the obligation to request such Owner provide written proof of compliance with any such statutory or regulatory requirements. Notwithstanding the foregoing, neither the Association or the Board shall have any liability for any Owner's failure to comply with any such applicable statutes or regulations or with respect to any Owner's failure to comply with the provisions of this Article IX. An Owner leasing his Unit in violation of the provisions of this Article IX shall indemnify and hold harmless the Association and all other Owners for any damages, loss or liability which might accrue to the Association or such other Owners, as the case may be, as a result of such impermissible leasing.
- (7) The Board shall have the right to enforce any and all terms of this Article IX. by all remedies available at law or in equity. An Owner violating any of the terms of this section shall be subject to any permitted enforcement methods, including fines (as determined by the Board from time to time), injunctive relief, and eviction of any tenant. The cost of any such enforcement including litigation expenses and reasonable legal fees shall be the sole expense of such Owner.

9.2. Owner Consent for Board Unit Purchase or Lease. The Board may not cause the Condominium to purchase or lease any Unit without the approval of a majority of the Owner's Voting Interests.

9.3. No Ownership Severance. No Owner shall execute any Unit deed, mortgage or other conveyance or encumbrance instrument to his Unit without including in such instrument all appurtenant Unit interests to prevent any severance of combined ownership. Any conveyance or encumbrance instrument affecting one or more of such interests, without including all such interests, shall be deemed and taken to include any omitted interest, whether or not expressly described. No part of the appurtenant interests belonging to any Unit may be conveyed or encumbered, except as included in a Unit conveyance or encumbrance. For purposes of this Article IX., the term "Unit" shall include all appurtenant interests belonging thereto.

- 9.4. Board Release of Right of First Refusal.** The rights of first refusal contained in this Article IX. may be released or waived by the Board in which event the Unit, together with the Allocated Interests may be leased, sold, or conveyed, free and clear of the provisions of this Article.
- 9.5. Termination of Right of First Refusal Certification.** A certificate, stating that the provisions of this Article IX. have (1) been met by an Owner, or (2) have been duly waived by the Board and that the Board rights hereunder have been terminated, which is executed and acknowledged by the Secretary, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith. Upon request, such certificate shall be furnished to any Owner who duly complied with the provisions of this Article IX.
- 9.6. Board Unit Purchase Financing.** Acquisition of a Unit by the Board on behalf of the Condominium may be made from the working capital fund or Common Charges on hand which are not otherwise required or appropriated for payment of other Association expenses, or if such funds are insufficient, the Board may levy a Special Assessment against each Owner in proportion to his or her Allocated Interest. Alternatively, the Board in its sole discretion, may borrow money to finance the acquisition of such Unit, provided, however that no financing may be secured by an encumbrance of any property other than the Unit to be acquired by the Board.
- 9.7. Payment of Common Charges and Special Assessments.** No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or otherwise lease, transfer, or encumber his Unit unless and until he shall have paid in full all unpaid Common Charges, Special Assessments and expenses previously assessed by the Board against his Unit and until he shall have satisfied all unpaid liens, fees, and fines levied against such Unit, except permitted Mortgages.
- 9.8. Exceptions to Sale and Lease Restrictions.** The provisions of Section 9.1 of this Article IX. shall not apply with respect to (1) any sale, conveyance, transfer, or lease of a Unit to the Owner's spouse or to any of his children over the age of 18 years or to his parent, or parents, or to his brothers or sisters, or any one or more of them, or to a trust established for the benefit of any of them; (2) a sale or lease of a Unit owned by the Declarant; (3) the acquisition, sale, or lease of a Unit, by a Mortgagee who acquires title to such Unit by foreclosure or by deed in lieu of foreclosure; (4) a conveyance or transfer by gift during an Owner's lifetime; or (5) the devise of a Unit by will or intestacy. However, the Board must be given written notice of every Unit conveyance or transfer by the Owner or a person authorized to act as a representative of the Owner or his estate.
- 9.9. Waiver of Partition Rights.** The Owners waive any voting rights of partition with respect to any Board acquired Unit in accordance with this Article.
- 9.10. Consent to Jurisdiction and Venue in Lease.** By executing a lease, all Owners, any tenant, or occupant irrevocably submits to personal jurisdiction in the State of Idaho and venue in the state courts of Kootenai County in any action commenced by the Board.
- 9.11. Unit Mortgages.** Each Owner is free to mortgage his Unit, in accordance with the terms of the Declaration and these By-Laws. Prior to or simultaneously with the closing of any mortgage transaction, the Owner must satisfy all arrearages for any unpaid Common Charges, Special Assessments or other expenses owed to the Association by such Owner and discharge any liens therefore. The Board may request to a Mortgagee that it be notified of any Unit Mortgage default.

ARTICLE X. TAKINGS.

- 10.1. Eminent Domain or other Takings.** If all or part of the Common Elements are taken in condemnation, eminent domain proceedings, or any other similar taking, the award from such proceedings shall be paid to the Board as agent of the Owners if the award is more than \$250,000

and to the Board is in excess of such amount, to be distributed in accordance with Article 7. but in the following amounts:

- (a) The portion of the award attributable to the Common Elements, to the Owners pro rata according to respective Allocated Interests;
- (b) The portion of the award attributable to the Limited Common Elements to the Owner having general use of such Limited Common Element.

In such eminent domain proceeding, the Board shall request that the award set forth the amount allocated to unrestricted Common Elements and to each Limited Common Element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to arbitration in accordance with the [applicable arbitration statute].

ARTICLE XI. MISCELLANEOUS.

- 11.1. Insurance.** No Owner shall do or permit anything to be done or keep or permit to be kept in any portion of the Project anything that will increase the Condominium's rate of insurance without the Association's prior written approval. If approved, such Owner shall pay to the Association any increased insurance premiums resulting from any such activity or the maintenance of any such condition
- 11.2. Severability.** Should any of these By-Laws covenants, terms, or provisions be void or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless remain in full force and effect.
- 11.3. Condominium Notice.** An Owner who mortgages his Unit shall notify the Condominium within a reasonable time thereafter through the managing agent, if any, or the President of the Board if no managing agent, of the name and address of his Mortgagee; and the Board shall maintain such information in a book entitled "Unit Mortgages".
- 11.4. Examination of Books and Records.** Every Owner, his/her authorized representative, and Mortgagee shall be entitled to examine the Condominium books and record (including without limitation the Declaration, Articles, these By-Laws, the Rules and / or the most recent financial statement) on reasonable notice to the Board, during reasonable business hours.
- 11.5. Notice to Non-Purchasing Tenants.** Any Owner that owns a Unit occupied by non-purchasing tenants shall notify such tenants in writing of any Unit ownership change by ordinary mail within thirty (30) days after the date of such transfer. The Board will retain and make available such transfer information to non-purchasing tenants upon written request from such tenant.
- 11.6. Construction.** Wherever used herein, unless the context shall otherwise provide the pronouns used herein shall include, where appropriate, any applicable gender or all, or none, and any singular pronoun shall include the plural, and vice versa. The use of the masculine gender shall be deemed to refer to the feminine, neuter, other or non-gender with which the party identifies, and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires. Any use of a pronoun shall be deemed to refer to the preferred pronoun with which the respective party identifies.
- 11.7. Compliance with Applicable Law.** These By-Laws are set forth to comply with the State of Idaho. If any of these By-Laws conflict with the provisions of such statute, or of the Declaration, the provisions of the statute or the Declaration, whoever the case may be, shall control; provided however that in the further event of a conflict between the statute and the Declaration, the statute shall control.

11.8. Alternate Dispute Resolution.

- (a) Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the condominium documents or the management agreement, if any; or any disputes, claims, or grievances arising among or between co-owners, or between co-owners and the Association, or between the Association and the management company, shall upon the election and written notice of at least one (1) 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) The arbitrator may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one (1) of whom shall be an attorney. The panel shall be composed of one (1) individual appointed by the co-owner and one (1) individual appointed by the Board of the Association. These two (2) individuals will then promptly agree on the third member of the panel. No co-owner may appoint himself or a member of this household to the panel, nor may a co-owner serve on behalf of the Board. Cost of the arbitration shall be borne equally by the parties to the arbitration. If arbitration is not noticed and elected pursuant to the provisions of these By-Laws, no co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances. Election to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

SCHEDULE A. RULES AND REGULATIONS.

- (1) An Owner will be assessed any actual Association costs to repair or replace any property damaged by the Owner or his/her tenants, guests, visitors, or their animals, including without limitation any damage caused by misuse. An Owner may also be assessed the actual Association costs and legal fees incurred in taking corrective, protective, or preventive action because of such Owner's conduct or that of his/her tenants, guests, visitors, or their animals, in violation of these Rules.
- (2) An Owner may be assessed for any violation of these Rules and Regulations, as provided by applicable law and in accordance with the nature of the offense and prior violations. Unless otherwise set forth in these Rules, violators will be entitled to a scheduled hearing and an appropriate assessment will be made by the Board. Such assessment may constitute a lien against the unit and / or the personal obligation of the Owner. Any fine imposed shall not be deemed a waiver of any other valid Board enforcement right pursuant to the Declaration, By-Laws, or these Rules.
- (3) Except as otherwise provided herein, and up to the maximum allowed by law, the following charges may be assessed for violations of the Association's Rules: For any initial offense - up to \$75.00 or the maximum allowed by law, whichever is greater any subsequent violation of the rule - up to \$20.00 per day, not to exceed ninety (90) days or such other amount allowed by law.
- (4) No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or adjoining unit Owners, nor shall any nuisance or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.
- (5) No Owner shall place or maintain any "for sale", "for rent", "for lease" or similar signs or other window displays or advertising on the Unit or its adjoining Common Elements, nor shall any Unit be rented for transient, hotel, or motel purposes. The right is reserved by the Declarant or its designee, and the Board (or its agent) to place "for sale", "for rent", "for lease" or similar signs or other window displays or advertising on any unsold or unoccupied units and the right is hereby given to any Mortgagee who may become the Owner, to place such signs on any Unit owned by such Mortgagee. Additionally, the Declarant and its designee may maintain and staff one (1) or more vacant or unsold Units as a sales office and / or model Unit. Declarant and its designee shall have the right to place "for sale", "for rent" or "for lease" signs or similar signs on or near the building without regard to size. Nothing in these Rules shall be deemed to prohibit any occupant from displaying the American flag, so long as same is of reasonable size, and is flown in accordance with the National Flag Code, as same may be amended from time to time. No sign of any kind shall be permitted to be placed on the outside walls of the unit or on any fences within the Common Elements.
- (6) No Unit exterior or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated or in any manner altered without the prior written consent of the Board.
- (7) No furniture, equipment or other personal articles shall be placed in any entrances, hallways, stairways or other Common Elements, except as otherwise permitted in the Limited Common Elements appurtenant to an Owner's Unit and otherwise permitted in these Rules.

- (8) No Owner shall make or permit any noise or objectionable odor that will be disturbing or annoying to any other Building occupant and shall not permit anything to be done which will unreasonably interfere with any other occupant's rights, comfort, or convenience. Sound emanating from a Unit shall not be heard or felt in another Unit between the hours of 11:00 PM Friday night to 9:00 AM Saturday morning, 11:00 PM Saturday night to 9:00 AM Sunday morning, and 10:00 PM to 9:00 AM Sunday through Thursday.
- (9) Repairs or installation work (except any emergency repairs necessary for the health or safety of Condominium residents) shall only be done between the hours of 9:00 AM and 5:00 PM.
- (10) Each Owner shall keep his Unit in a good state of preservation and cleanliness and no dirt or other substances shall be swept or thrown from the Unit doors or windows. It is prohibited to cause any water or liquid to drip from or run off any balcony (for example, hosing off the balcony, over-watering of plants that result in excess water spilling over the balcony, etc.).
- (11) No exterior shades, awnings, window guards, ventilators, fans (except those which are of a portable nature, such as an oscillating desk fan), or air-conditioning devices shall be used on or about the Building or Common Elements except such as shall have been approved by the Board.
- (12) Garbage and refuse removal shall be the responsibility of the Unit Owner.
- (13) No Owner shall request or engage any Condominium employee to conduct any of such Owner's private business or to perform any tasks outside their stated job description without prior written Board consent.
- (14) The Board may establish and amend from time to time reasonable rules and regulations regarding the weight, number and registration of pets and animals. No animal shall be permitted upon the Common Elements unless carried or on a leash extending to no greater than six (6) feet. Only ordinary domesticated household pets including dogs, cats, birds (in cages only), fish (in tanks), and hamsters (or like animals) kept in cages may be in any Unit. All animals and pets shall comply with the following restrictions as well as those contained in the Rules. The following animals shall not reside or be present temporarily at the Project: (a) an animal which has been declared by a public agency to be potentially dangerous, potentially vicious, dangerous or vicious; (b) an animal which has caused bodily injury to any resident of the Project; (c) an animal which has initiated a fight on the Project with any other animal belonging to a resident or employee of the Project (while such employee was on the Project in the course of his or her employment); or (d) an animal which by its aggressive behavior has caused a resident or employee of the Project to take evasive action to avoid being injured by such animal. No animal living in the Development may be bred for the purpose of sale or any commercial or illegal purpose.
- (15) Except as provide for in the Declaration, no antenna or satellite dish shall be attached to or hung from the Building exterior without the prior written consent of the Board. The Board, upon the request of any Unit Owner, shall not unreasonably prohibit the installation of any device or wiring necessary to provide cable television service to a Unit.
- (16) The agents of the Board, and any contractor or workman authorized by either the Board or its agent, may enter any Unit at reasonable hours, on reasonable notice, for any

purpose permitted under the terms of the Condominium Declaration, By-Laws, or Rules. If an "emergency" key has not been provided and Unit access is necessary for any emergency purpose, the Association (including its Board, agents, or managing agent, if any) shall have the right to remove and / or destroy any unit door and / or unit door lock(s). The Owner shall be responsible for the repair or replacement of such door and / or lock(s) and all associated costs. The Association (including its Board, agents or managing agent, if any) shall not be responsible for the damage to and / or removal of the Unit door and / or door lock(s) or for any property maintained in the unit which may be lost, stolen, or destroyed because of such access.

- (17) Nothing will be done or kept in any unit which may cause the cancellation of insurance on the Property or would be in violation of any public law, ordinance, or regulation.
- (18) Complaints regarding the Common Areas, other Unit Owners, or other occupant's actions shall be made in writing to the Board.
- (19) No portion of the Common Elements intended for vehicular traffic may be obstructed in a way that interferes with its intended use; nor shall any portion of the Common Elements be utilized for general storage purposes, except as otherwise permitted by the Board; nor shall anything be done within the Common Elements in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.
- (20) Payment of Common Expenses, Special Assessments, or other charges may be made via U.S. Mail or may be hand delivered to the management office or may be made as payments are otherwise permitted by the Board from time to time (such as by, without limitation, ACH or wire transfer). A dated receipt may be requested. A late charge of \$50.00 will be levied against a delinquent Owner if payment of any Common Expenses, Special Assessment, or other charge (including prior late charges or NSF charges) is not received by the 5th of the month in which it is due. Checks returned for insufficient funds (and / or "NSF") will be subject in the first instance to a handling charge of \$35 or up to the maximum allowed by law. For repeated delinquencies, and / or checks returned for insufficient funds, the Board or its agent is authorized to request payment in cashiers' check, money order, or certified check.
- (21) Occupants, visitors, and guests must obey all valid laws having jurisdiction over the Condominium. Violations of any of same shall be eliminated, by and at the sole expense of the Owner, or the Board, whichever shall have the obligation to maintain or repair such portion of the Condominium.
- (22) In general, activities shall not be carried on, nor conditions maintained by an Owner, either in his Unit or upon the Common Elements, which spoil the Condominium appearance or endanger the environmental or cultural resources of the condominium project.
- (23) No overnight parking and/or storage of vehicles or personal items is permitted in the Common Areas.
- (24) No fence, wall, or other structure shall be erected except as originally installed by Declarant or its affiliates, and except any approved by the Association.
- (25) No Owner shall damage, modify, or make attachments to the common elements. No Owner shall perform any landscaping or plant or remove any trees, shrubs, or flowers, or place any ornamental materials upon a Unit without the approval of the Declarant prior to the initial meeting of the Association and afterwards by the Board.

(26) (a) Smoking shall not be permitted in any Unit or Common Element. No Unit Owner shall smoke or permit their invitee, guest, tenant, unit occupant, agent, contractor in their Unit or on the common elements to smoke or to allow smoke (including, but not limited to, tobacco smoke or second-hand smoke) or any other noxious fumes/odors to infiltrate, intrude, permeate, or otherwise seep or be transmitted from the unit or into another unit or common element. Smoking shall be deemed a nuisance under these rules and shall be subject to enforcement of the rule in the same manner as other nuisance violations.

(b) Smoking is defined as including without limitation carrying, holding, burning, inhaling, exhaling, or otherwise handling or controlling any: lighted, heated, electric, or smoldering product containing tobacco, plant product, or other substance, or item which can be smoked (including without limitation cigarettes, cigars, or pipes); or any other type of smoking apparatus, heated tobacco or plant product intended for inhalation (including without limitation a hookah); or the use of any electronic smoking device creating an aerosol or vapor in any manner or form (such term used here as a general term, to refer to all electronic nicotine delivery systems (ENDS) or similar products including without limitation an electronic cigarette, vape pen, juul, or similar device).

(i) An electronic smoking device shall mean any device containing, delivering, or intending to contain or deliver nicotine or other substance used by a person in any manner to inhale vapor or aerosol from the device to simulate smoking. An inhaler or nebulizer of the type commonly used to treat asthma or other breathing disorders or diseases is specifically excluded from the definition of electronic smoking device, to the extent such device is used for its commonly intended purpose. An electronic smoking device shall be used in these By-laws as a general term, to refer to all electronic nicotine delivery systems (ENDS) or similar products, include without limitation those devices manufactured, distributed, marketed, sold, or commonly known as an e-cigarette, e-cigar, e-pipe, e-hookah, juul or vape pen, or other similar product or device.

(ii) A hookah means a glass or metal waterpipe shaped similarly to a bottle, generally with long, flexible hoses with tips that people put into their mouths to inhale tobacco smoke.

(c) Each Unit Owner is responsible for compliance with this provision by the Unit Owner and all invitees, guests, tenants, Unit occupants, agents of the Unit Owner, and any contract or household worker in their Unit or on the Common Elements.

(27) No Unit or Common Element shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of other occupants or Unit Owners, nor shall any nuisance, illegal or prohibited activity, or use of any illegal or prohibited substance be committed or permitted to occur in or about any Unit or upon any part of the Common Elements. Use or occupancy of any Unit and / or Common Element must at all times comply with applicable federal, state, and local law and regulation as well as the terms of any note and mortgage or other document securitizing the Condominium or the Unit.

EXHIBIT C

PERCENTAGE OWNERSHIP INTEREST IN COMMON AREA

PERCENTAGE OWNERSHIP INTEREST IN COMMON AREA

BUILDING A		BUILDING B	
Unit 1A (Office)	0% Interest	Unit 1B	1/79 or 1.27% Interest
Unit 2A	1/79 or 1.27% Interest	Unit 2B	1/79 or 1.27% Interest
Unit 3A	1/79 or 1.27% Interest	Unit 3B	1/79 or 1.27% Interest
Unit 4A	1/79 or 1.27% Interest	Unit 4B	1/79 or 1.27% Interest
Unit 5A	1/79 or 1.27% Interest	Unit 5B	1/79 or 1.27% Interest
Unit 6A	1/79 or 1.27% Interest	Unit 6B	1/79 or 1.27% Interest
Unit 7A	1/79 or 1.27% Interest	Unit 7B	1/79 or 1.27% Interest
Unit 8A	1/79 or 1.27% Interest	Unit 8B	1/79 or 1.27% Interest
Unit 9A	1/79 or 1.27% Interest	Unit 9B	1/79 or 1.27% Interest
Unit 10A	1/79 or 1.27% Interest	Unit 10B	1/79 or 1.27% Interest
Unit 11A	1/79 or 1.27% Interest	Unit 11B	1/79 or 1.27% Interest
Unit 12A	1/79 or 1.27% Interest	Unit 12B	1/79 or 1.27% Interest
Unit 13A	1/79 or 1.27% Interest	Unit 13B	1/79 or 1.27% Interest
Unit 14A	1/79 or 1.27% Interest	Unit 14B	1/79 or 1.27% Interest
Unit 15A	1/79 or 1.27% Interest	Unit 15B	1/79 or 1.27% Interest
Unit 16A	1/79 or 1.27% Interest	Unit 16B	1/79 or 1.27% Interest
Unit 17A	1/79 or 1.27% Interest	Unit 17B	1/79 or 1.27% Interest
Unit 18A	1/79 or 1.27% Interest	Unit 18B	1/79 or 1.27% Interest
Unit 19A	1/79 or 1.27% Interest	Unit 19B	1/79 or 1.27% Interest
Unit 20A	1/79 or 1.27% Interest	Unit 20B	1/79 or 1.27% Interest
Unit 21A	1/79 or 1.27% Interest	Unit 21B	1/79 or 1.27% Interest
Unit 22A	1/79 or 1.27% Interest	Unit 22B	1/79 or 1.27% Interest
Unit 23A	1/79 or 1.27% Interest		
Unit 24A	1/79 or 1.27% Interest		
Unit 25A	1/79 or 1.27% Interest		
Unit 26A	1/79 or 1.27% Interest		
BUILDING C		BUILDING D	
Unit 1C (CA Bathroom)	0% Interest	Unit 1D	1/79 or 1.27% Interest
Unit 2C	1/79 or 1.27% Interest	Unit 2D	1/79 or 1.27% Interest
Unit 3C	1/79 or 1.27% Interest	Unit 3D	1/79 or 1.27% Interest
Unit 4C	1/79 or 1.27% Interest	Unit 4D	1/79 or 1.27% Interest
Unit 5C	1/79 or 1.27% Interest	Unit 5D	1/79 or 1.27% Interest
Unit 6C	1/79 or 1.27% Interest	Unit 6D	1/79 or 1.27% Interest
Unit 7C	1/79 or 1.27% Interest	Unit 7D	1/79 or 1.27% Interest
Unit 8C	1/79 or 1.27% Interest	Unit 8D	1/79 or 1.27% Interest
Unit 9C	1/79 or 1.27% Interest	Unit 9D	1/79 or 1.27% Interest
Unit 10C	1/79 or 1.27% Interest	Unit 10D	1/79 or 1.27% Interest
Unit 11C	1/79 or 1.27% Interest		

Unit 12C	1/79 or 1.27% Interest	
Unit 13C	1/79 or 1.27% Interest	
Unit 14C	1/79 or 1.27% Interest	
Unit 15C	1/79 or 1.27% Interest	
Unit 16C	1/79 or 1.27% Interest	
Unit 17C	1/79 or 1.27% Interest	
Unit 18C	1/79 or 1.27% Interest	
<u>BUILDING E</u>		
Unit 1E	1/79 or 1.27% Interest	
Unit 2E	1/79 or 1.27% Interest	
Unit 3E	1/79 or 1.27% Interest	
Unit 4E	1/79 or 1.27% Interest	
Unit 5E	1/79 or 1.27% Interest	

Total Interest = 100%