

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. Houses shall be designed and erected for occupation by, and occupied by, one single family. Neither the Units nor the Common Elements shall be used in violation of applicable zoning or other ordinances of the Township or in violation of other pertinent laws or regulations and all Co-owners and the Association shall, whenever required, obtain affirmative approvals or permits from the Township as may be required by applicable ordinances. Solitude Pointe is established as a first-class residential site condominium project and shall be maintained at all times in accordance with high standards consistent with such use.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell his or her Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy

agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

(b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for

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

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control. No dwelling, structure, landscaping or other improvement of any nature shall be constructed or installed within a Condominium Unit, or elsewhere within the Condominium Project, nor shall any material exterior modification be made to any existing building, structure or improvement, unless architectural plans (including elevations), and specifications therefor, and/or landscaping plans, together with site plans, and building and/or plant materials and containing such other details as the Developer may require, have first been approved in writing by the Developer. Construction of any building or other improvement must also receive any necessary approvals from the local public authority. No carports shall be constructed on any Unit. Developer shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The Developer shall act upon any such application for approval of plans within 15 days after receipt of such plans and specifications by it. If Developer fails to respond to any such plan approval application within 15 days after receipt, the plan(s) submitted shall be deemed approved. Any modifications or improvements which obtain the required approval of the Developer and/or the Association shall always be made strictly in accordance with all requirements of the Ordinances of the Township of Hamburg and any other public agency having jurisdiction and any

Co-owner failing to obtain any required permits and approvals from pertinent public agencies shall indemnify the Association against all expense or damage which it may incur as a result thereof. Approved construction, once begun, shall proceed promptly and shall be completed within a reasonable time and each Co-owner shall be duly diligent in pursuance of this requirement. Each Co-owner shall obtain a certificate of occupancy for his or her residence within one year after commencement, and, notwithstanding issuance of such certificate, no residence shall be left in an incomplete state on the exterior for longer than a year after construction begins. No boundary fences or walls shall be permitted and fences or walls to be used in connection with gardens, patios, privacy areas, pools, or dog runs shall be permitted only with approval of the Developer and in accordance with duly prescribed rules and regulations of the Association. Outbuildings shall not be constructed on any Unit.

No residence shall be hereafter constructed on any Unit of less than the following sizes of finished living areas as calculated on exterior dimensions, exclusive of porches, patios, garages and basements:

- (a) A one story dwelling shall have no less than 1500 square feet of living area on the ground floor, above grade.
- (b) A two story dwelling shall have no less than an aggregate living area of 2,000 square feet.
- (c) A one and one-half story dwelling shall have an aggregate living area no less than 1700 square feet.

All structures shall be erected upon a foundation constructed on suitably permanent material extending below the frost line. All residential structures built in a Unit shall have exterior finishes of woodboard siding, vinyl siding, brick, and/or stone. Plywood siding is prohibited. No aluminum siding shall be installed on a residential structure. Any exposed exterior foundation shall be covered with brick, stone, or painted to match the exterior of the house with a solid opaque stain. All dwellings shall have a minimum 2-car attached garage. Garage entrances must be side entry only and all garage doors must be of the sectional type. No carports shall be constructed or utilized. Only new materials and no used materials shall be used in the construction of a residential structure. Neither mobile homes nor modular homes may be constructed, erected or placed on any Unit. No structure shall be occupied as living quarters unless and until said structure shall be completed according to approved plans and until a temporary or permanent occupancy permit has been

issued by the governmental unit having jurisdiction over the construction and use of such structure. During construction and upon completion, the Unit shall be kept free and clean of construction debris and rubbish and an orderly and neat appearance shall be maintained. Within sixty (60) days after substantial completion of construction of a residential structure, all unused construction materials, equipment and supplies shall be removed from the site. Areas of the Unit disturbed by excavation and construction work shall be finish-graded and seeded, sodded or otherwise suitably landscaped, with Developer's prior approval as above set forth, as soon as construction activities and weather permit and, in no event, longer than six (6) months thereafter; PROVIDED, HOWEVER, that Developer may grant exemptions from this requirement to builders of unsold homes. All driveways shall be surfaced with concrete or bituminous paving with suitable sub-base support. The grading, installation and paving of driveways shall be completed immediately after occupancy of a residential structure, weather permitting. If a disagreement on the guidelines set forth in this paragraph should arise, the decision of Developer shall be final and binding upon all persons to whom these restrictions may apply.

The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners (except as Developer may make exceptions hereto under Section 22 of this Article VI). Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer.

Section 4. Alterations and Modifications of Units and Common Elements. No Co-owner shall make structural alterations, modifications or changes to the exteriors of any structures constructed within any of the Units (as opposed to the interior of the dwelling located within the Unit), or to any of the Common Elements without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period), which approvals shall not be unreasonably withheld (but may be reasonably conditioned) including, without limitation, the erection of antennas of any sort (including dish antennas), aerials, awnings, flag poles, or other exterior attachments or modifications. No outbuildings, sheds, above-ground pools, boundary fences or walls shall be permitted under any circumstances. No swing sets or playground equipment shall be placed in front or side yards and the design and construction materials of all swing sets and play structures must be approved in advance by Developer. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or which emits a humanly audible sound. No Co-owner

shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or another Unit, or any element which affects an Association responsibility in any way.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. Migratory birds and fowl in a state of nature shall not be killed or injured by any person. No pesticides, fertilizers or other chemical agents generally considered harmful to animal and vegetable life shall be used within the Condominium.

Section 6. Animals. Co-owners may maintain a maximum of three common domestic pets. No other pets or animals shall be maintained by any Co-owner unless specifically approved in writing by the Association which consent, if given, shall be revocable at any time for infraction of the rules with respect to animals. All animals kept within the Condominium Premises shall be maintained in strict accordance with Township requirements and each Co-owner shall obtain from the Township any permit or approval required by law for the maintenance of any animal for which such Co-owner is responsible. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the General Common Elements or upon any Unit other than its owner's Unit and any animal shall at all times be leashed and attended by some responsible person while on the General Common Elements. Any dog runs or other pet enclosures shall be approved in accordance with Section 3 of this Article VI. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any

loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on an obnoxiously continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may, without liability to the owner thereof, cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. The Common Elements and all Units shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. There shall be no burning of garbage, trash or other waste (including lawn or yard clippings). All waste shall be kept in covered sanitary containers pending disposal. Trash receptacles shall be maintained in garages, utility rooms, basements or other approved areas designated therefor at all times and shall not be permitted to remain elsewhere or anywhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his or her Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored on the Units unless they are stored within garages. The Developer shall have the right to make reasonable exceptions to this requirement and to impose conditions as to screening and limitation of visibility in connection therewith. All vehicles shall be parked in garages to the extent possible. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless

while making deliveries or pickups in the normal course of business. The Association may make reasonable rules and regulations in implementation of this Section including exceptions to garage storage requirements if other adequate screening is provided. The purpose of this Section is to accommodate reasonable Co-owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole, and to assure that all vehicles and recreational or construction type equipment are not to be visible from the roadway, other Units or the General Common Elements.

Section 9. Advertising and Signs. No signs or other advertising devices or symbols of any kind shall be displayed which are visible from another Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer. After the Development and Sales Period, one sign, not exceeding six (6) square feet in area advertising a Unit for sale, may be displayed so long as it conforms to the rules and regulations of the Association relative thereto with regard to size, shape, color, placement and such other criteria as the Association may deem appropriate. All such permitted signs must be maintained in good condition and shall be removed immediately after termination of their immediate use. Garage sales shall be conducted, if at all, only in accordance with such uniform rules and regulations as may be prescribed by the Board of Directors which shall have the authority to prohibit such sales entirely if deemed in the best interests of the Association.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be

liable to such Co-owner for any necessary damage to his or her Unit caused thereby. If an emergency does not prevail, then the Association shall not have the right to enter within any Unit without permission of the Owner which permission shall not be unreasonably withheld. This provision shall not be construed to permit access to the interiors of residences or other structures.

Section 12. Landscaping. No Co-owner shall perform any landscaping or earth moving or plant any trees, shrubs or flowers or place any ornamental materials upon the General Common Elements without the prior written approval of the Association and, during the Development and Sales Period, the Developer. All yard areas shall be maintained in a healthy and acceptable manner as specified in standards set by the Association. All landscaping plans for landscaping within Units during the Development and Sales Period shall be approved by the Developer in the manner set forth in Article VI, Section 3 hereof.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his or her Unit for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, contractors, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made, except interior alterations which do not affect structural