



BYLAWS OF MARINA COVE CONDOMINIUM ASSOCIATION

ARTICLE I. Name and Location

The name of the Association is MARINA COVE CONDOMINIUM ASSOCIATION, hereinafter referred to as the “Association”. The principal office of the Association shall be at Marina Court, in the Village of Waterford, Racine County, Wisconsin, and the mailing address for the Association shall be Marina Cove Condominium, Marina Court, Waterford, Wisconsin 53185. Meetings of the membership of the Association and of the directors of the Association may be held at other places within the State of Wisconsin, all as notices pursuant to the hereinafter stated rules and regulations.

ARTICLE II. Definitions

A. “Association” shall mean and refer to MARINA COVE CONDOMINIUM ASSOCIATION, an unincorporated association organized pursuant to the laws of the State of Wisconsin, its successors and assigns.

B. “Property” shall mean and refer to that certain real estate described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

C. “Common Elements” shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the owners.

D. “Unit” shall mean and refer to any unit shown upon the recorded plan or plats of survey of the property.

E. “Owner” Shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any unit which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

F. “Declarant” shall refer to Allesee Development Incorporated, a Wisconsin Corporation, the owner herein who is subjecting its property to this Declaration.

G. “Declaration” shall mean and refer to the Declaration of Condominium Ownership applicable to the property to be recorded in the office of the Register of Deeds for Racine County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration

H. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III. Meeting of Members

A. Annual Meeting: The Association shall have an annual meeting of members at such time as the members shall mutually agree. In the event all members cannot agree to a time for the annual meeting, the Board of Directors may designate a reasonable time.

B. Special Meeting: Special meetings of the members may be called at any time by the board of Directors or by the president, or upon written request of the members who are entitled to vote one-half of all the votes.

C. Place of Meeting: All meetings of unit owners shall be held at such place as the Board of Directors may designate from time to time within the Village of Waterford, or at such other place as all of the members shall mutually agree.

D. Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by delivering written notice, either personally or by mail at least Ten (10) days before such meeting, to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all unit owners.

E. Quorum: The presence at the meeting of members entitled to cast, or proxies entitled to cast, *fifty percent (50%)** of the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

F. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be effective for a maximum of one hundred eighty (180) days (unless granted to a mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the member of his or her unit.

G. Declarant’s Control: Except as provided in Article IV, (A), herein below, Declarant, or a person or persons authorized by it, may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease five (5) years from the date the first condominium unit is conveyed by Declarant, or thirty (30) days after the conveyance of seventy-five (75%) percent of the Common Element interests to purchasers, as the project with future phases is envisioned containing thirty-four (34) units, whichever time occurs first.

H. Rights of Declarant Prior to Transfer: As long as the Declarant shall own any unit except for a unit which Declarant is using as a residence, Declarant may use the Common Elements and facilities and any unsold units on such condominium property as may facilitate the completion and sale of all units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property, maintaining signs and conducting open house promotions. Declarant may further lease units for periods of One (1) year or more provided that any such leases and the right to enter into leases shall terminate Three (3) years after the recording of the Declaration of Condominium.

ARTICLE IV. Board of Directors Selection and Term of Office

A. Management of the Association: Until the passage of five (5) years, or the transfer of seventy-five (75%) percent of the Common Element, as envisioned in its completed state with future phases consisting of a total of thirty-four (34) units, whichever occurs first, the Association's affairs shall be managed by the Declarant, its agents and assigns. Within thirty (30) days of the triggering event above-defined, unit owners shall meet to elect directors and officers of the Association. Each unit shall be entitled to one vote for these purposes, regardless of the nature of unit ownership. There shall be four (4) directors elected for one year terms, and from these directors the membership shall further elect a president, a vice-president, a secretary, and a treasurer, to serve in those capacities for the same one year term. Each director and officer shall serve until his respective successor has been elected and has assumed office.

B. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, or by a majority vote of the other directors. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

C. Compensation: No director shall receive compensation for any service he may render to the Association as such; however, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

D. Actions Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors.

ARTICLE V. Meeting of Directors

A. Regular Meeting: regular meetings of the Board of Directors shall be held periodically, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

B. Special Meeting: Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any One (1) director, after not less than Twenty-four (24) hours notice to the other directors.

C. Quorum: Three (3) of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by Three (3) of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

D. Waiver of Notice: Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI. Powers and Duties of the Board of Directors

A. Powers: In addition to their other authority, the Board of Directors shall have the power to:

1. Formulate and propose rules and regulations governing the use of the Common Elements and facilities and the personal conduct of the members and their guests thereon, amendments thereto and penalties for the infraction thereof and to enforce such rules and regulation as may from time to time be in force in the name of the Association. The initial rules and regulations are as set forth in Exhibit "A" appended hereto.

2. Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

3. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Declaration.

4. Remove a member of the Board of Directors with or without cause.

5. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe the duties of such persons.

6. Foreclose the lien against property for which assessments are not paid within Thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

7. Open bank accounts on behalf of the property and to designate the signatories required therefore.

8. Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by the owners to the Board of Directors.

9. Purchase units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners.

10. Sell, mortgage, cast the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise deal with units acquired by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners.

B. Duties: It shall be the duty of the Board of Directors to:

1. Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the members entitled to vote.

2. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed.

3. As provided in the Declaration, to:

a. Fix the amount of the annual assessment against each unit at least Thirty (30) days in advance of each annual assessment period.

b. Send written notice of each assessment to every owner subject thereto at least ten (10) days in advance of each assessment period, unless such notice is waived in writing by the owners.

4. Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If such a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

5. Procure and maintain adequate liability and hazard and other insurance on the property owned by the Association.

6. Cause all officers and/or employees having fiscal responsibilities to be bonded, as it may be deemed appropriate.

7. Cause the common areas to be maintained.

8. Charge, in its discretion, reasonable fees for the use of any recreational facilities which may be constructed upon the Common Element.

9. Suspend the voting rights of an owner for any period not to exceed Sixty (60) days for any infraction of its Published rules and regulations.

10. Grant easements through or over the Common Element.

11. Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of a unit or any other portion of the condominium.

12. *Make contracts and incur liabilities in connection with the operation of the condominium not to exceed Five Thousand Dollars (\$5,000.00) per project or contract. Any contract or project that would exceed this dollar limit would require an affirmative vote of sixty-seven percent (67%) of the unit owners for approval.//*

13. Maintain a current roster of names and addresses of unit owners to which all notices shall be sent.

14. Deny the right to vote at an Association meeting to a unit owner who shall not have furnished to the Association the unit owner's name and current mailing address.

ARTICLE VII. Officers and Their Duties

A. Enumeration of Offices: The officers of this Association shall be a President, Secretary, Vice President and a Treasurer who shall at all times be members of the Board of Directors, and such other officers as the Board may, from time to time, by resolution, create.

B. Election of Officers: The election of officers shall take place at the first meeting of the members.

C. Term: The officers of this Association shall be elected annually by the members and each shall hold office until his successor is elected, unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

D. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Approval: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

G. Multiple Offices: No person shall simultaneously hold more than one of any of the offices designated hereinabove.

H. Duties: The duties of the officers shall be as follows:

1. President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors.

2. Vice President: The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

3. Treasurer: The Treasurer, shall receive and deposit in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

4. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

ARTICLE VIII. Committee

The Board of Directors may appoint such committees as it deems appropriate to carry out its purpose.

ARTICLE IX. Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Bylaws and Articles of the Association shall be available for inspection by any member at the principal office of the Association, or copies may be purchased at a reasonable cost.

ARTICLE X. Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the

property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. *If the assessment is not paid within ten (10) days after the 5th of the month, 5pm, the assessment shall bear interest from the date of delinquency at the highest interest rate allowable by law, but not more than eighteen percent (18%) and incur a late fee as stipulated by the fine schedule.** The Association may bring an action at law against the owner personally obligated to pay the same or foreclose a lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for therein by non-use of the Common Elements or abandonment of his unit.

The Association shall establish and maintain two separate accounts, the funding of which the Association shall accomplish by assessment as above-set forth. One account shall be for the purpose of the maintenance of the property, and shall be known as the Association Maintenance Fund, which will be established for the purpose of funding the ongoing of upkeep for the Common Elements, as from time to time incurred by the Association, including but not limited to lawn maintenance and landscaping upkeep, snow and ice removal, asphalt coating and repair, utility line maintenance, utility services charges, real estate taxes, insurance premiums, any other or related expenses reasonably incurred for the benefit of the Common Elements of the Condominium. Secondly, there shall be a fund established for capital improvements to the property which shall be referred to as the Association Capital Account, and these monies shall assessed annually for the purpose of restoring and repainting in the Common Element, re-roofing in the Common Element, reconstruction and repair to wharves, piers, and river embankments and retention areas, and any other capital improvements or repairs which are deemed necessary by the Association from time to time.

The annual budget shall be prepared and determined by the Board of Directors and distributed to the membership each calendar year at the annual meeting. The Board shall advise all members of the Association in writing of the amount of common charges payable on behalf of each unit at the date of the annual members' meeting. That budget, and the described unit charges, shall take effect until the budget is amended pursuant to the following paragraph:

If within thirty (30) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges. The Directors shall notify all members of a special meeting called for the sole purpose of reviewing said charges or budget at such meeting. The vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges. Such revised budget and corresponding charges shall replace for all purposes the ones previously established: provided that until this bylaw amendment shall become effective by the establishment of a budget by the Board of Directors, the existing budget and corresponding charges shall remain in effect.

In case of unexpected expenses a special meeting will be called for the sole purpose of reviewing said charges or budget. At such meeting, the vote of more than fifty percent of the membership entitled to vote may revise the budget and charges and such revised budget and

*corresponding charges shall replace for all purposes the ones previously established; provided that until this bylaw amendment shall become effective by the establishment of a budget by the board of directors, the existing budget and corresponding charges shall remain in effect.**

ARTICLE XI. Abatement and Enjoining of Violations

The violation of any rule or regulation adopted by the Association, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws:

A. To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Directors shall not thereby be guilty in any manner of the trespass; or

B. To enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

C. COMPLIANCE AND DEFAULT

1. *Unit Owners Subject to Act: Declaration. Bylaws and Rules and Regulations. All Unit Owners shall be governed by and shall comply with the provisions of the Act, the Declaration. these Bylaws and the Rules and Regulations. as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Unit Owners' Association or Declarant to the relief as provided in this Article.*

2. *Legal Proceedings: An action to recover any sums due for assessments, money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in these Bylaws, the rules or in the Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, may be sought by the Association, and shall not constitute an election of remedies.*

3. *Costs and Attorneys' Fees: In any proceeding arising out of any alleged default by a Unit Owner(whether filed in Court or not), the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.*

4. *Fines: The Board of Directors may levy (by majority vote of the Board) reasonable fines against Unit Owners for violations of the Rules and Regulations, the Condominium Documents or the Act by the Unit Owner, his or her family members, guests, invitees, employees and/or agents. No fine may be levied for more than one percent (1%) of such Unit Owner's annual assessment for any one violation: but each day a violation continues after notice is given to the Unit Owner is a separate violation. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of*

the fine shall be suspended until hearing before the Board of Directors, is held. Fines are special assessments and shall be collectible as such.

5. No Waiver of Rights: *The failure of the Unit Owners Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Declaration these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Unit Owners Association to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners' Association pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such rights as may be granted to such party by the Condominium Act, the Declaration, these Bylaws or the Rules and Regulations, or at law or in equity. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.*

6. Abatement and Enjoinment of Violations by Unit Owners: *The violation of any Rule or Regulation adopted by the Board of Directors, or any breach of these Bylaws or the breach of any provision of the Act or the Declaration shall give the Unit Owners' Association the right, in addition to any other rights set forth in these Bylaws (i) to enter the Unit in which or as to which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that constitutes such violation and the Board of Directors shall not thereby be deemed guilty in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity. the continuance of any such breach as provided by law.*

7. Grievance Procedure:

a. The Board of Directors or any Unit Owner may file a written complaint with the Secretary of the Association against another Unit Owner or the Association for violation of the Act, the Declaration, these Bylaws and any Rules and Regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefore and the hearing procedure to the Unit Owner complained of by personal delivery or by certified mail, return receipt requested. The Unit Owner complained of may within fifteen (15) days of the delivery or mailing of the notice file a written answer with the Secretary admitting or denying the allegations of the notice. If, within the time period allowed, the Unit Owner complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the Unit Owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held no more than thirty (30), but not less than fourteen (14) days, after delivery or mailing of a notice of hearing to the parties.

b. Upon delivery or mailing of the notice of hearing, the President of the Unit Owners' Association shall appoint the Grievance Committee. The Grievance Committee shall consist of Unit Owners who are not members of the Board of Directors, relatives of the Unit Owner complaining or complained of witnesses at the hearing or persons otherwise interested in the hearing.

c. The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining Unit Owner. The parties and the Grievance Committee shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each Unit Owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the Unit Owners effective as of, the date that the complaint is served on Unit Owner.*

ARTICLE XII. Sale of Units

A. Sales: No unit owner may sell his unit or any interest therein except by complying with the provisions of this section. A unit owner's sale of his unit shall include the sale of (a) the undivided interest in the Common Element and the facilities appurtenant thereto; (b) the interest in such unit owner in any units theretofore acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale thereof, if any; and (c) the interest of such unit owner in any other assets of the property, hereinafter collectively called the "Appurtenant Interests".

B. Payment of Assessments: No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit until he shall have paid in full to the board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

ARTICLE XIII. Rules and Regulations

The initial Rules and Regulations governing the use of units and common elements of Marina Cove Condominium are as set forth in Exhibit "A" appended hereto. The Rules and Regulations shall remain in full force and effect until amended by an affirmative vote of eighty percent (80%) of the unit owners, acting at a duly noticed meeting of the Association. the Board of Directors may propose amendments at any time but no amendment shall become effective as to unit owners until adopted by the Association members. The Rules and Regulations shall run with the ownership of any unit in the condominium and shall be enforced by the Board of Directors on behalf of the Association. Any conveyance of a unit in the condominium shall recite that title thereto is subject to the conditions and restrictions set forth in the Declaration, the Association Bylaws and the Rules and Regulations adopted pursuant to the Bylaws.

ARTICLE XIV. Conflicts

These Bylaws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case there is any conflict between the provisions of these Bylaws, the Act, the Declaration of Condominium, the Plat, or the Restated Articles of Association, the following shall apply:

- A. The provisions of the Act control over the provisions of the Bylaws, the Declaration of Condominium, the Plat, and the Restated Articles of Association.
- B. The provisions of the Declaration of condominium control over the provisions of the Plat.
- C. The provisions of the Declaration of Condominium and the Plat control over the provisions of the Bylaws and the Restated Articles of Association.
- D. The provisions of the Restated Articles of Association control over the provisions of the Bylaws.

ARTICLE XV. Amendments

These Bylaws may be amended by affirmative vote of at least sixty-seven percent (67%) of the members at a regular or special meeting of the members.

ARTICLE XVI. Fiscal Year

The fiscal year of the association shall be the annual period beginning January 1 and ending December 31, or such other fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVII. Pier Slip Usage

The rental of private pier slips in the Marina Cove Condominium Association is hereby prohibited. Use of private pier slips will be limited to current owners/tenants only. / #

ARTICLE XVIII. Occupancy Restricted

Occupancy of a unit shall only be by the owner thereof or his or her immediate family (children, grandchildren, parents, nephews, or nieces.) Additionally, one adult invitee of the owner may reside in the unit provided that the owner resides in the unit simultaneously with the invitee. No rental, lease or other occupancy of the unit shall be allowed, subject only to the following exceptions:

1. *Unit owners who have existing tenants as of the date of enactment of this amendment. A written lease for a term of not less than one (1) year, with a copy of such lease delivered to the Association Prior to delivery of occupancy is required.*

2. *A fiduciary, such as a trustee, if the occupant of the unit is a beneficiary of the fiduciary entity.*

3. *Purchase money mortgagees of the unit or the Association, where the unit is acquired by foreclosure of the mortgage's interest, either judicially or by accepting a deed in lieu of foreclosure.*

4. *Special hardship exception. The Board of Directors shall have the authority to waive the requirement of this Section upon request of a unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. Request for a waiver shall be made to the Association in writing, and considered by the Board at a meeting for that purpose. Any exception granted by the Board must be in writing and signed by at least two members of the Board.*

5. *No unit owner shall be permitted to lease a unit pursuant to these rules unless and until the unit owner shall have paid to the Board of Directors on behalf of the Association all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against such unit, except permitted mortgages. Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary, levied by the Association against the unit or the unit owner. Any unit owner who rents a unit shall be responsible to the Association and its members for any damages suffered by the Association or its members arising from acts or omissions of a tenant*.*

Note: Sections of this document that are italicized with a suffix symbol attached to the end denote amendments to the Bylaws. Consult the legend below for amendment dates.

/ Amendment passed January of 1996.

// Amendment passed January of 1997.

* Amendments passed June 6th, 2001.

Amendment passed June, 2004.