

a. Each residence is to include an attached garage for at least two and one-half vehicles.

b. Residence exteriors are to be of the same approved materials on a minimum of three sides and on all sides visible from any street. Approved exterior materials include finished wood, brick, stone, stucco, vinyl siding, aluminum soffits and any other material expressly approved by the Developer in writing.

c. All windows are to be of vinyl or wood construction, preferably clad in either aluminum or vinyl.

d. Non-masonry fireplaces will be allowed on interior and exterior walls.

e. Flat roofs will be approved only in exceptional circumstances in the sole discretion of the Developer; the approved roof pitch is not less than a 6/12 pitch with the roof finished with either cedar or architectural grade shingles. Roof storm water drainage must be controlled so as to minimize erosion and runoff which could affect adjacent Units.

f. Landscaping plans must include a grass lawn between residence and the street in front of the residence, at least one 4-inch to 6-inch caliper hardwood tree for every 3,000 square feet of grass lawn to the extent not naturally in place.

g. The site plan is to minimize the trees to be removed from the Unit. As contemplated by Section 3.6 of these Bylaws, no trees with a diameter more than 4 inches at the base are to be cut before, during or after construction, without the prior written approval of the Developer during the Development Period and thereafter of the Association.

Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Along with the plans and specifications, the Co-owner will submit the name of its proposed builder for approval. Any such plans for construction or alteration referred to above will include a plan for restoration of the Condominium Property after construction or alteration to a condition satisfactory to the Developer. Developer may, if it determines that the plans and specifications are inadequate, require that they be submitted in greater detail by either a licensed builder or architect or landscape architect in the case of landscaping. No landscaping may be commenced prior to submission and approval of landscaping plan by the Developer. Each such building, wall, or structure will be placed on a Unit only in accordance with the plans and specifications and plot plan as approved by the Developer. The Developer may refuse approval of plans and specifications on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seem sufficient. No alteration in the exterior appearance of the buildings or structures constructed with such approval will be made without

like approval of the Developer. If the Developer will fail to approve or disapprove any plans and specifications within thirty (30) days after written request therefor, then such approval will not be required; provided that no building or other improvement will be made which violates any of these Bylaws. The Developer will not be responsible for any defects in plans or specifications approved by Developer or in any building or structure erected according to such plans and specifications or in any changes in drainage resulting from such construction.

Developer may construct any improvements upon the Condominium Property that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents which the Developer cannot waive.

**4.6 Approved Contractor and Construction Process.** Except as approved otherwise by Developer in writing, all construction of all buildings and structures will be done only by Developer's affiliate New Line Construction, L.L.C. or other residential home builder licensed by the State of Michigan and approved in writing by the Developer. It is the Developer's intention to grant approval to no builder other than New Line Construction, L.L.C. and the Developer reserves the right to exclude all other builders from the Project. All construction shall be done only in accordance with plans approved pursuant to Section 4.5. When the construction of any building is once begun, work thereon must be diligently continued and must be completed within a reasonable time. Construction of all other improvements including pools and landscaping will be done by contractors approved in writing by the Developer.

**4.7 Damage to Private Road or Utilities.** Any damage to any private road or utilities or any part of the Condominium Property by the Co-owner or the Co-owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Unit shall be repaired, replaced or restored by such Co-owner at Co-owner's sole cost in a manner approved in writing by the Developer.

**4.8 Walls and Fences.** No wall or fence of any height will be constructed on any Unit until after the height, type, design, and approximate location therefor will have been approved in writing by the Developer in its sole discretion during the Development Period and thereafter by the Association. The heights or elevations of any wall or fence will be measured from the existing elevations of the property at or along the applicable points or lines.

**4.9 Occupancy.** No building erected upon any Unit will be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. Nor will any residence, when completed, be in any manner occupied until made to comply with the approved plans and all of these Bylaws.

**4.10 Elevations.** No substantial changes in the elevations of the land will be made on a Unit without the prior written consent of the Developer during the Development Period and thereafter by the Association. Any change which materially affects the surface elevation, grade or drainage of the surrounding Units will be considered a substantial change.

**4.11 Soil from Excavation.** All soil to be removed from any of the Units either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the Unit in such place or places within the Project as the Developer will designate at the Unit Co-owner's expense.

**4.12 Water Systems.** No individual water supply system will be permitted on a Unit, except solely for irrigation purposes, swimming pools, or other non-domestic uses on the Unit.

**4.13 Paved Areas.** All driveways, driving approaches, and off-street parking areas shall be surfaced with an asphalt, concrete or brick pavement.

**4.14 Accessory Buildings.** The following shall apply to accessory buildings located on the Co-owner's Unit:

(a) Accessory buildings shall have the same exterior construction as the residence with which they are associated.

(b) No previously used buildings shall be moved on to any Unit and no previously used building materials will be used in connection with the construction of any accessory building.

(c) Accessory buildings will be not greater than a total of four hundred (400) square feet located on any one Unit and will be located not closer than thirty (30) feet to the Unit boundary line.

(d) Accessory buildings will be no higher than twelve (12) feet in height at the peak of the roof line of any such building and the edge of the side walls shall not exceed eight feet.

(e) Any tree fort or tree playhouse built within a Unit shall be considered to be an accessory building and shall be subject to the overall limitations provided, however, if such tree fort is located not closer than forty (40) feet to the edge of the Unit boundary line, it may be constructed at a height of not more than thirty (30) feet above the ground.

## **ARTICLE V SETBACKS AND BUILDING LINES**

**5.1 Buildings.** For the purpose of this Article V, building will mean the main residence, the garage, and related outbuildings and their projections such as eaves; bay, bow, or oriel windows; exterior chimneys; covered porches; porticos; loggias; and the like, but will not include open pergolas; uncovered porches; open terraces; stoops; steps; or balustrades, the sides of which do not extend more than three feet above the level of the ground floor of the main building.

**5.2 Setback Lines.** No building will be erected on any other Unit nearer to the street line or to either side Unit boundary, or closer to the rear Unit boundary than permitted by the

setback requirements of the zoning ordinance of the City of Grand Rapids, Kent County, Michigan, which is in effect at the time of the contemplated construction of any building unless a variance for such setback is obtained from the Zoning Board of Appeals of the City of Grand Rapids and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association. In the event that it is impracticable or would create a hardship to comply with these setbacks as to any corner Unit or odd shaped Unit, then the Developer may specify front yard, side yard and rear yard depths and widths less than is required by these setbacks. Where one and one-half, two, or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the adjoining Co-owners.

**5.3 Swimming Pools.** Swimming pools will not be nearer than ten (10) feet to any Unit boundary and will not project with their coping more than two feet above the established grade. No above-ground swimming pools will be permitted.

**5.4 Walls and Fences.** Walls and fences may be erected with the approval contemplated by Section 4.9.

## **ARTICLE VI LEASING AND RENTAL**

**6.1 Right to Lease.** A Co-owner may lease his or her Unit for the same purposes set forth in Section 3.1; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection 6.2(a) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner will lease less than an entire Unit in the Condominium and no tenant will be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association or the tenant is the purchaser under a binding purchase agreement to purchase the leased Unit with closing required within ninety (90) days. The terms of all leases, occupancy agreements and occupancy arrangements will 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 at its discretion for such term or terms as Developer determines.

**6.2 Leasing Procedures.** The leasing of Units in the Project will conform to the following provisions:

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

(b) Tenants or non-Co-owner occupants will comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements will so state.

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

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

(ii) The Co-owner will have fifteen (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 fifteen (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-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subsection may be by summary proceedings. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(d) 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, will 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 will not constitute a breach of the rental agreement or lease by the tenant.

## **ARTICLE VII MORTGAGES**

**7.1 Notice to Association.** Any Co-owner who mortgages his or her Unit will notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association may give to the holder of any mortgage covering any Unit in the project written notification of any default in the performance of the obligations of the Co-owner of such Unit.

**7.2 Insurance.** The Association will notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

**7.3 Notification of Meetings.** Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

## **ARTICLE VIII INSURANCE**

**8.1 Extent of Coverage.** The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Project and such insurance will be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Association.** All such insurance will be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision will be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) **Insurance of Common Elements.** All General Common Elements of the Condominium Project will be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(c) **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws will be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association will be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium will be required as provided in Article IX of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction will be applied for such repair or reconstruction and in no event will hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

**8.2 Authority of Association to Settle Insurance Claims.** Each Co-owner, by acceptance of a deed, land contract, or other conveyance, does thereby appoint the Association as his or her true and lawful attorney in fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements thereof, and such insurer as may, from time to time,

provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney will have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as are necessary or convenient to the accomplishment of the foregoing.

**8.3 Responsibilities of Co-owners.** Each Co-owner will be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his or her residence and all other improvements constructed or to be constructed within the boundaries of his or her Condominium Unit, together with all Limited Common Elements appurtenant to his or her Unit, whether located within or outside the boundaries of his or her Unit, and for his or her personal property located therein or elsewhere on the Condominium Project. All such insurance will be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and evidenced to the Association in a manner acceptable to the Association. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor will constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments are collected in accordance with Article II. Each Co-owner also will be obligated to obtain insurance coverage for his or her personal liability for occurrences within the boundaries of his or her Condominium Unit or within the residence located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located), and for alternative living expense in the event of fire. The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 8.3 or any liability to any person for failure to do so.

**8.4 Waiver of Right of Subrogation.** The Association and all Co-owners will use their best efforts to cause all property and liability insurance carried by the Association or any Co-owners to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

**8.5 Officers' and Directors' Insurance.** The Association may carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as the Board deems appropriate.

## **ARTICLE IX RECONSTRUCTION OR REPAIR**

**9.1 Determination to Reconstruct or Repair.** If any part of the Condominium Property is damaged, the determination of whether or not it will be reconstructed or repaired will be made in the following manner:

**A. General Common Elements.** If all or any significant portion of a General Common Element is so damaged as to make the General Common Element unusable

without rebuilding or restoring it, the General Common Element will be rebuilt unless eighty percent (80%) or more of the Co-owners agree, within forty-five (45) days after the destruction, not to rebuild the General Common Element, in which case the entire relevant portion of the General Common Element will be removed. If, however, the General Common Element which is damaged is a roadway providing ingress and egress to one or more Units or is used for providing utility services to one or more Units, the General Common Element will be rebuilt unless the eighty percent (80%) or more of the Co-owners agreeing not to rebuild the General Common Element includes the Co-owners of all such Units.

**B. Limited Common Elements, Residences and Other Improvements.** If a Limited Common Element, residence, or other improvement constructed within the boundaries of a Unit is damaged, the Co-owner of the Unit will rebuild and restore the damage or will completely remove the Limited Common Element, residence and/or improvement, restoring the land with sod and landscaping in accordance with plans and approved as required by Section 3.6.

**9.2 Repair in Accordance with Plans and Specifications.** Any such reconstruction or repair will be substantially in accordance with the Master Deed and the plans and specifications for each residence in the Project. Any repairs or replacements must be approved by the Developer during the Development Period and by the Association thereafter.

**9.3 Co-owner Responsibility for Repair.** If the damage is only to the residence or other improvement constructed within the boundaries of a Unit, or to a Limited Common Element appurtenant thereto which is the responsibility of a Co-owner to maintain and repair, it will be the responsibility of the Co-owner to repair such damage. In all other cases, the responsibility for reconstruction and repair will be that of the Association. In the event of substantial damage to or destruction of any Unit or any improvements located thereon or any part of the Common Elements, the Association will promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

**9.4 Association Responsibility for Repair.** Except as otherwise provided in Section 9.3 above and in the Master Deed, the Association will be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association will obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment will be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

**9.5 Timely Reconstruction and Repair.** If damage to Common Elements or the residence or other improvements constructed within the boundaries of a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof will proceed with replacement of the damaged property without

delay, and will complete such replacement within six months after the date of the occurrence which caused damage to the property.

**9.6 Eminent Domain.** Section 133 of the Act and the following provisions will control upon any taking by eminent domain:

(a) **Taking of Unit.** In the event of any taking of an entire Unit (or of all the improvements located within the boundaries thereof) by eminent domain, the award for such taking will be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his or her mortgagee, they will be divested of all interest in the Condominium Project. In the event that any condemnation award will become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award will be paid by the condemning authority to the Co-owner and his or her mortgagee, as their interests may appear.

(b) **Taking of Common Elements.** If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking will be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners will determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project will be re-surveyed and the Master Deed amended accordingly, and, if any Unit will have been taken, then Article V of the Master Deed will also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by a Co-owner or other person having any interest whatever in the Project, as mortgagee or otherwise.

(d) **Notification of Mortgagees.** In the event any Unit (or improvements located within the boundaries thereof) in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly will so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

**9.7 Notification of FHLMC.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association will give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand Dollars (\$1,000.00).

**9.8 Priority of Mortgagee Interests.** Nothing contained in the Condominium Documents will be construed to give a Condominium Unit 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 Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## **ARTICLE X VOTING**

**10.1 Vote.** Except as limited in these Bylaws, each Co-owner will be entitled to one vote for each Condominium Unit owned.

**10.2 Eligibility to Vote.** No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than the Developer, will be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 11.2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 10.3 or by a proxy given by such individual representative. The Developer will be the only person entitled to vote at a meeting of the Association until the First Annual Meeting and will be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer will be entitled to vote for each Unit with a completed residence which the Developer owns.

**10.3 Designation of Voting Representative.** Each Co-owner must file a written notice with the Association designating one individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice will state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice will be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

**10.4 Quorum.** The presence in person or by proxy of thirty-five percent (35%) of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy will be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

**10.5 Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies

and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting will not be permitted.

**10.6 Majority.** A majority, except where otherwise provided herein, will consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

## **ARTICLE XI MEETINGS**

**11.1 Place of Meeting.** Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association will be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

**11.2 First Annual Meeting.** The First Annual Meeting may be convened only by Developer and may be called at any time after more than fifty percent (50%) of the Units in Brook Hollow that may be created are sold and the purchasers thereof qualified as members of the Association. In no event, however, will such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to nondeveloper Co-owners of seventy-five percent (75%) in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the project, whichever first occurs. The Developer may call meetings of members for information or other appropriate purposes prior to the First Annual Meeting and no such meeting will be construed as the First Annual Meeting. The date, time and place of such meeting will be set by the Board of Directors, and at least ten days written notice thereof will be given to each Co-owner. The phrase "Units that may be created" as used in this Section and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

**11.3 Annual Meetings.** Annual meetings of the Association will be held in each succeeding year after the year in which the First Annual Meeting is held at such time and place as will be determined by the Board of Directors; provided, however, that a second annual meeting will not be held sooner than eight months after the date of the First Annual meeting. At such meetings there will be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

**11.4 Special Meetings.** It will be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting will state the time and place of such meeting and the purposes thereof. No business will be transacted at a special meeting except as stated in the notice.

**11.5 Notice of Meetings.** It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Section 10.3 of these Bylaws will be deemed notice served. Any member may, by written waiver of notice signed by each member, waive such notice, and such waiver, when filed in the records of the Association, will be deemed due notice.

**11.6 Adjournment.** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

**11.7 Order of Business.** The order of business at all meetings of the members will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meeting or special meeting held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meeting of members will be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers will be President, Vice President, Secretary and Treasurer.

**11.8 Action Without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided in Section 11.5 for the giving of notice of meetings of members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.