

Section 5.16. Maintenance and Repair.

(a) By the Association. Except and to the extent such maintenance, repair or replacement is performed by the Master Association, the Association shall be responsible for the maintenance, repair and replacement of the following:

(i) Except as otherwise provided in paragraph (b) of this Section 5.16, all of the General Common Elements and Limited Common Elements (if any), whether located inside or outside of the Units; and

(ii) The sanitary and storm sewer systems and appurtenances; all water, electric, gas, heating, air conditioning, plumbing and telephone lines, facilities and systems that are deemed Common Elements, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of all utility services into two (2) or more Units, but excluding therefrom all air-handling units, heating units, air-conditioning units, fireplaces, lighting fixtures, plumbing (including, but not limited to, the components of any sprinkler system), electrical appliances and systems, fixtures and other components of the dwelling within a single Unit which are located solely within the boundary of a single Unit and/or in a Limited Common Element designated in the Declaration or on the Condominium Plat as being appurtenant to a single Unit and which serve that Unit and no other; and

(iii) All exterior walls, roofs, gutters, leaders and exterior surfaces of the Units as well as the foundation and other components of the Condominium, and further including, but not limited to, the vents, flues, ducts, skylights and any other equipment or apparatus located thereon, although part of a Unit, which are deemed by the Board of Directors to be of benefit to multiple Unit Owners;

(iv) All private roadways, sidewalks and parking areas, if any, including the removal of snow and ice therefrom.

(v) All landscaped or open space areas, if any, including but not limited to mowing, fertilizing, trimming, pruning and/or otherwise maintaining the grass, trees, shrubs and other planted materials, and any replacements thereof. Maintenance of these areas by the Association shall be with such frequency and in conformity with such standards as may established by the Board of Directors from time to time.

(vi) All incidental damage caused to any Unit by such work as may be done or caused to be done by the Association in accordance with the provisions of these Bylaws.

(viii) The cost of the Association's maintenance, repair and replacement responsibilities shall be charged to all Unit Owners as a common expense, except as otherwise provided in these Bylaws.

(b) By the Unit Owner.

(i) Except for the portions of any Unit required or authorized or to be maintained, repaired and replaced by the Association (and except for the portions of any Unit elected by the Board of Directors to be maintained, repaired and/or replaced pursuant to Section 5.16(a)(iii)), each Unit Owner shall be responsible for the maintenance, repair and replacement, at its expense, of such Unit and all improvements therein and components thereof, including, without limitation, the following: all interior walls (including the painting thereof), ceilings, doors, doorframes, window frames, skylights, fireplace flues, floors, kitchen and bathroom fixtures and equipment, and all air handling units, heating units, air-conditioning units, fireplaces, lighting fixtures, plumbing (including, but not limited to, the components of any sprinkler system), electrical appliances and systems, fixtures and other components of such dwelling which are located within the boundary of such Unit and/or in a Limited Common Element designated in the Declaration or on the Condominium Plat as being appurtenant to that Unit and which serve that Unit and no other Unit;

(ii) If the cause of any damage to or destruction of any portion of the Condominium originates from any Unit, the Owner of such Unit shall reimburse the Association for the cost of any property insurance deductible in an amount not to exceed One Thousand Dollars (\$1,000.00), or such other amount as may be permitted under Section 11-114 of the Act, as amended (the "Deductible Reimbursement"). The Deductible Reimbursement shall be collected by the Association from the Unit Owner obligated to pay such reimbursement in the same manner as set forth in Article 5 of these Bylaws for the collection of common charges. Any property insurance deductible in excess of the Deductible Reimbursement shall be a common expense of the Association.

(iii) Each Unit Owner shall perform its responsibilities under this Section 5.16 in such a manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the management company any defect or need for repairs for which the Association is responsible.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, shall be performed in a good and workmanlike manner and shall be of first-class quality.

Section 5.17. Restrictions on Use of Units. In order to provide for the congenial occupancy of the Condominium and for the protection of the values of the Units, the use of the Condominium shall be restricted to and shall be in accordance with the following provisions:

(a) No immoral, improper, noxious, offensive, or unlawful use shall be made of the Condominium or any part thereof, nor shall anything be done within the Condominium which shall become an annoyance or nuisance to other Owners or residents. No snowmobiles, go-carts, motorbikes, trail bikes, loud-engine recreational vehicles or skateboard ramps shall be run or operated upon the Condominium or any roadways or parking areas within the Condominium. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as

may be used exclusively for security purposes, shall be installed upon or audible from the exterior of any Unit.

(b) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Condominium, or which would structurally change any building or improvements thereon except as is otherwise provided in these Bylaws, provided, further, that interior partitions contributing to the support of any Unit shall not be altered or removed.

(c) Except for uses permitted by these Bylaws or which may not be prohibited pursuant to law, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium. Except as expressly permitted by the Act, no Unit Owner may post any advertisement, poster or sign of any kind on the exterior of its Unit or in the windows of its Unit or on any of the Common Elements. The right is reserved by the Declarant or its agents to use any unsold Unit or Units for display purposes and to display "For Sale" or "For Rent" signs for unsold Units; such right to exist for as long as the Declarant owns any Unit.

(d) Except as specifically permitted by applicable governmental regulations, no exterior antennas of any type, including, but not limited to, satellite dishes for reception or transmission, may be erected or maintained within the Condominium; provided, however, that satellite dishes not in excess of one (1) meter in diameter are permitted. The Board of Directors may impose reasonable rules and regulations regarding the location and screening of any such satellite dish, subject to applicable governmental regulations. Antennas situated entirely within a Unit, and not visible from the exterior, are permitted.

(e) No transient tenants may be accommodated in any Unit, nor shall any Unit be utilized for hotel purposes. No portion of a Unit (other than the entire Unit) may be rented unless the prior written approval of the Board of Directors is obtained, nor shall the initial term of any Unit lease be less than six (6) months. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Act, Declaration and Bylaws and that any failure of the lessee to comply with the terms of such provisions shall be a default under the lease, which default may be remedied by the Unit Owner in accordance with the lease and by the Council of Unit Owners, in accordance with the Act. All leases must be in writing. The limitations of this Section shall not apply to any institutional mortgagee of any Unit who comes into possession of the Unit by reason of any remedies provided by law or in the mortgage, or as a result of foreclosure sale or other judicial sale, or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure. Copies of all leases shall be provided to the Board of Directors. Owners who do not reside in their Unit shall provide current addresses and phone numbers to the Council of Unit Owners.

(f) Portions of a Unit visible from the exterior of the Unit and the Limited Common Elements must be kept in an orderly condition so as not to detract from the neat appearance of the community. No motorcycles or other motorized vehicles may be parked on the patios, terraces, decks, balconies or porches. The Board of Directors, in its sole discretion,

may determine whether the portions of a Unit visible from the exterior of the Unit and the Limited Common Elements are orderly. If an Owner shall fail to keep the portions of the Owner's Unit, or the Limited Common Elements (if any) appurtenant thereto, that are visible from the exterior of such Unit or Limited Common Elements orderly, the Board of Directors may have any objectionable items removed from the portions of the Unit that are visible from the exterior of the Unit or the Limited Common Elements so as to restore their orderly appearance, without liability therefor, and charge the Unit Owner for any costs incurred in connection with such removal.

(g) Trash shall be stored in accordance with county health regulations within the Unit or upon the Common Element site, if any, set aside by the Board of Directors for such storage. If applicable, trash shall not be set out for collection prior to the night before the date of collection and the empty containers shall be returned to the proper place of storage promptly after collection. Trash shall be disposed of in metal or plastic containers covered by a lid and shall be maintained in a sanitary condition. If trash or other refuse is to be disposed of by being picked up and carried away on a regular basis, closed or covered containers only may be placed in the open the night before or on any day that a pick-up is to be made at the place designated for pick-up. The foregoing provisions regarding trash disposal shall not apply to the disposal of recyclables in accordance with local governmental regulations. At all other times trash and recycling containers shall be stored so as not to be visible from the roadways or the other Units or Common Area. Trash shall not be stored or placed upon patios, terraces, decks, balconies or porches. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any part of the Condominium.

* (h) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any Common Elements, except that this shall not prohibit the keeping of a reasonable number of small, orderly house pets provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the Common Elements except in areas designated by the Board of Directors. All pets shall be accompanied by an adult and are to be carried or leashed. The person accompanying any pet is responsible for the removal and disposal of any solid waste deposited by the pet upon any portion of the Condominium. Pets shall be registered, licensed and inoculated as require by law. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall indemnify and hold the Association, and each of the other Unit Owners free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Condominium.

(i) No commercial vehicles, trucks more than 24 feet long or exceeding 3/4 ton capacity, trailers, boats, buses, campers, recreational vehicles, limousines, hearses, ambulances, multi-purpose passenger vehicles designed to carry ten (10) or more persons, tractors, junked, unlicensed or inoperable passenger vehicles or any other vehicle, other than private passenger vehicles in regular operation, shall be parked regularly on any roads within the Condominium (except for such machinery and equipment as may be reasonable, customary or

usual in connection with the maintenance of any of the Condominium) nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of vehicles be carried out anywhere on the Condominium. For the purposes hereof, "commercial vehicle" means any: (1) automobile, truck or van used or designed principally for commercial, business or industrial use; or (2) taxicab or other vehicle displaying a commercial logo, message or identification. For the purposes hereof, a vehicle shall be deemed inoperable unless it is licensed, contains all parts and equipment, including properly inflated tires, and is in such good condition and repair as may be necessary to drive the vehicle on a public roadway. The foregoing restriction shall not prohibit temporary parking for washing and polishing of vehicles, while making a delivery, or for a visiting motor home or house trailer, which shall be permitted to remain for no more than two (2) weeks, consecutively or in the aggregate, in any calendar year. No commercial vehicles shall remain parked on any street longer than is necessary to perform the business function of such vehicle in the area. Notwithstanding the foregoing, the Declarant, its agents and designees, may maintain trailers and commercial vehicles on the Condominium in connection with the development, sale, marketing and management of the Condominium. These restrictions are intended to apply to that portion of the Condominium which may hereafter be dedicated as public streets or roads. No person shall operate a vehicle on the Condominium other than in a safe and quiet manner and with due consideration for the rights of all Owners and occupants, or without holding a valid driver's license. The Board of Directors may establish supplemental Rules regarding parking and traffic control within the Condominium, including, without limitation, the designation of reserved parking spaces.

(j) No wire, cable or other similar transmission line or any other pipe, thing or device may be attached to the exterior of any Unit; provided, however, that such transmission lines, wires or cables providing utility services to any Unit (including, but not limited to, electricity, telephone, gas, water and cable television) shall be permitted. No window air conditioning units shall be permitted. To the extent permitted by law, no flagpoles may be mounted on the exterior of any Unit.

(k) Bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any Unit. No decorative ornaments shall be maintained on the exterior of any Unit except within terraced areas, balconies or patios.

(l) No drying or airing of any clothing or bedding shall be permitted outdoors.

(m) The use, maintenance and repair of each Unit and the Condominium shall comply with all applicable laws, zoning ordinances and regulations of all governmental agencies having jurisdiction.

(n) Notwithstanding any provision contained in this Article 5, Section 5.17, to the contrary, the use and other restrictions set forth in this Section 5.17 shall not apply to the construction or development activities of the Declarant or to the use of the Common Elements and/or Units owned by the Declarant for display, marketing, promotion, sales, rental, leasing or

construction purposes or the use of Units as "models," or the use of any portion of the Condominium as a sales, rental or management office.

Section 5.18. Rules Adoption and Enforcement. The Board of Directors may, from time to time, enact uniform Rules which govern the use and operation of the Condominium, as well as the conduct and the enjoyment of the Unit Owners, provided that such Rules are not in conflict with the Declaration or these Bylaws, and provided further that such Rules are adopted and enforced in accordance with the Act and the following procedures:

(a) At least fifteen (15) days prior to the adoption of any proposed new Rule, a notice must be mailed or delivered to each Unit Owner. The notice shall (i) contain a copy of the proposed Rule, (ii) inform the Unit Owner of the right to submit written comments on the proposed Rule to the Board of Directors, (iii) state the effective date of the proposed Rule, and (iv) inform the Unit Owner of the meeting of the Board of Directors which has been scheduled to consider and adopt the proposed Rule.

(b) Provided that the notice set forth in Section 5.18(a) of this Article 5 is mailed or delivered to each Unit Owner, an open meeting of the Board of Directors shall be held at which each Unit Owner or tenant present at such meeting shall be given an opportunity to comment on the proposed Rule.

(c) If a majority of the members of the Board of Directors present at the open meeting at which a quorum is present or a majority vote of those present and voting of the Council of Unit Owners vote in favor of the proposed Rule, such proposed rule shall become effective upon its effective date unless (i) within fifteen (15) days after the affirmative vote, fifteen percent (15%) of the Unit Owners sign and file a petition with the Board of Directors requesting a special meeting, and (ii) a quorum is present at such special meeting, and (iii) at such special meeting fifty percent (50%) of the Unit Owners present and voting, disapprove the proposed Rule and such Unit Owners represent more than thirty-three percent (33%) of the total votes in the Condominium. At any special meeting held pursuant to the foregoing provisions of this clause (c) and the Act, Unit Owners, tenants and Mortgagees may comment on the proposed rule. In addition, such special meeting shall be held only after Unit Owners and any Mortgagees shall have been given at least fifteen (15) days' written notice of the meeting and within thirty (30) days after the day on which the petition is received by the Board of Directors.

Section 5.19. Additions, Renovations, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Elements shall require additions, renovations, alterations or improvements costing in excess of Twenty-Five Thousand Dollars (\$25,000.00), and the making of such additions, renovations, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Directors shall proceed with such additions, renovations, alterations or improvements and may assess the Unit Owners for the cost thereof as a common expense. If such additions, renovations, alterations or improvements, if not made, could reasonably result in a threat to the health or safety of the Unit Owners or a significant risk of damage to the Condominium, then such additions, renovations, alterations or improvements may be made without the prior approval of Unit Owners. Any additions, renovations, alterations or improvements costing Twenty-Five

Thousand Dollars (\$25,000.00) or less may be made by the Board of Directors without approval of the Unit Owners, provided said Unit Owners are given at least ten (10) days written notice of a special meeting at which such additions, renovations, alterations, or improvements are approved by an amendment to the budget by the Board of Directors. The cost of any such additions, renovations, alterations or improvements shall constitute a common expense. Any provision of the foregoing to the contrary notwithstanding, any expenditure of reserve funds for the normal care, upkeep, repair, maintenance or replacement of the existing Common Elements pursuant to the terms of these Bylaws shall not require the consent or approval of the Unit Owners under this Section, provided that such expenditures shall otherwise be subject to the Declaration and other applicable provisions of these Bylaws.

Section 5.20. Architectural Control. Except for purposes of proper maintenance and repair or as otherwise permitted or required by law or these Bylaws and subject to the exemption set forth in Section 5.23 of this Article, it shall be prohibited for any Unit Owner to install, erect or attach exterior antennas (except as specifically permitted by applicable federal governmental regulations), or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any Unit or the Common Elements within the Condominium or to combine or otherwise join two (2) or more Units (or parts thereof), or to partition the same, or to remove or alter any window or entrance doors of any Unit, or to make any change or alteration within any Unit which will alter the structural integrity of any Unit or building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operation or insuring the Condominium or impair any easement, until complete plans and specifications, showing the nature, kind, shape, materials and location of the same (including, without limitation, any other materials and information as may be specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the Condominium and harmony of design in relation to surrounding structures, by the Board of Directors of the Association, or by the Architectural Review Committee designated by the Board of Directors.

Section 5.21. Architectural Review Committee - Operation. The Architectural Review Committee shall be composed of an uneven number of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Review Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 5.22. Architectural Review Committee - Approvals, Etc. Upon approval of the Architectural Review Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Review Committee fails to approve or disapprove any plans

and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information as may be required by the Architectural Review Committee) have been submitted to it in writing, then the same shall be deemed disapproved. Approval by the Architectural Review Committee (or by the Board of Directors, if applicable) shall in no way be construed as to pass judgment on the correctness of the location, structural design, location of utilities, or other qualities of the item being reviewed, nor shall such approval be substituted in lieu of applicable governmental approvals and permits or be deemed to constitute a determination as to compliance with local zoning ordinances, governmental guidelines or restrictions.

Section 5.23. Architectural Review Committee - Limitations. Construction of alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Review Committee (whether by affirmative action or by forbearance from action), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Review Committee without the prior consent in writing of the Architectural Review Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5.24. Architectural Review Committee - Certificate of Compliance. Upon the completion of any construction, alteration or other improvements or structures in accordance with plans and specifications approved by the Architectural Review Committee in accordance with the provisions of this Article, the Architectural Review Committee shall, at the request of the Unit Owner, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements or structures referenced in such certificate have been approved by the Architectural Review Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of these Bylaws as may be applicable.

Section 5.25. Architectural Review Committee - Rules, Etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, or other related matters, as it may consider necessary or appropriate; provided, however, that such rules and/or regulations are adopted in accordance with the provisions of these Bylaws and Section 11-111 of the Act. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of the Declaration or these Bylaws. The Architectural Review Committee may

charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decision of the Architectural Review Committee shall be final except that any Unit Owner who is aggrieved by any action or forbearance from action by the Architectural Review Committee shall have the right to appeal to the Board of Directors of the Association and, upon the request of such Unit Owner, shall be entitled to a hearing before the Board of Directors.

Section 5.26. Declarant's Exemption. Notwithstanding any provision of Sections 5.20 through 5.25 of this Article to the contrary, the provisions of said Sections 5.20 through 5.25 shall not apply to a Unit owned by the Declarant or its designee which is used as a model or is being or will be offered for sale by the Declarant until a deed to such Unit has been delivered by the Declarant to a purchaser thereof. Further, the aforesaid provisions shall not apply to the Declarant's actions with respect to the Common Elements of the Condominium until the completion of the Declarant's construction thereof, as well as the completion of Declarant's development, marketing, sales, management and leasing activities regarding the Property.

Section 5.27. Right of Access. All Unit Owners hereby grant a right of access to their Units to the management company and/or such other persons as may be authorized by the Board of Directors or the management company for the purpose of making inspections and for the purpose of performing installations, alterations or repairs to utility systems and services and other Common Elements in their Units or elsewhere in the Condominium, and to correct any condition which violates the provisions of any Mortgage covering a Unit, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 5.28. Family Day Care. The use of any Unit within the Property as a "family day care home," as defined in Section 11-111.1 of the Act is prohibited; provided this prohibition may be eliminated from this Declaration by an amendment adopted by a majority vote of the Unit Owners, as more particularly set forth in the Act.

Section 5.29. No-Impact Home-Based Business. The Units shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain within any Unit other than one used as a dwelling, except that the use of a dwelling unit for a "no-impact home based-business", as defined in Section 11-111.1 of the Act, as amended, shall be permitted, provided that: (i) before any Unit may be used for a no-impact home-based business the Owner and/or resident of such Unit shall notify the Association, in writing, at least thirty (30) days prior to the opening of the no-impact home-based business; and (ii) in no event shall the Common Elements be used by or in connection with any permitted no-impact home-based business. Nothing contained in this Article, or elsewhere in these Bylaws, shall be construed to prohibit the Declarant from the use of any Unit, for promotional or display purposes, or as "model homes," a sales and/or construction office, or for any other lawful purpose.

Section 5.30. Compliance With Fair Housing Acts. In order to comply with the requirements of the Fair Housing Acts (as heretofore and hereafter amended), the Architectural

Review Committee or the Board of Directors shall, to the extent permitted by law, make reasonable accommodations in the provisions of these Bylaws or in the rules and regulations of the Condominium (including those set forth in these Bylaws and those adopted pursuant to the Bylaws), to the extent such accommodations are required under the Federal Fair Housing Act or otherwise appropriate to afford persons with disabilities an equal opportunity to use and enjoy the dwelling located upon any Unit, which accommodations may include waivers and modifications of such provisions, rules and regulations only for a particular person with a disability or for a particular category of persons with disabilities. The Architectural Review Committee or the Board of Directors need not follow the procedural requirements these Bylaws in making such waivers and modifications, and such waivers and modifications need not be approved by the Council of Unit Owners.

ARTICLE 6

MORTGAGES

Section 6.1. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors in writing of the name and address of the Mortgagee. The Board of Directors shall maintain a record of such information.

Section 6.2. Examination of Books. Each Unit Owner, contract purchaser of a Unit and each mortgagee of a Unit shall be permitted to examine the books and records of the Association at reasonable times on business days after reasonable notice.

Section 6.3. Notice of Loss To or Taking of Common Elements. The Board of Directors shall give written notice to Eligible Mortgage Holders who have requested such notice of any condemnation or casualty loss which affects a material portion of the Condominium or any Unit on which a First Mortgage is held, insured or guaranteed by such Eligible Mortgage Holder of any Unit or the Common Elements or related facilities of the Condominium.

Section 6.4. Financial Statement. The Association shall provide any Eligible Mortgage Holder who submits a written request, a copy of an annual financial statement for the preceding fiscal year of the Association within one hundred twenty (120) days following the end of such fiscal year. Such financial statement shall be audited by an independent certified public accountant.

Section 6.5. Definition. As used in these Bylaws, the term "mortgagee" shall mean the holder of any recorded mortgage or the beneficiary of any recorded deed of trust encumbering a Unit, and shall not be limited to institutional mortgagees; and the term "mortgage" shall include a deed of trust. As used generally in these Bylaws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, mutual savings banks, mortgage insurance companies, mortgage companies, credit unions, savings and loan associations, pension funds, FNMA, FHLMC, and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof. "First Mortgage" shall mean a mortgage with priority over all other mortgages. As used in these Bylaws, the term "Eligible Mortgage Holder" shall mean a holder, insurer or guarantor of a First Mortgage on a unit who has requested notice from the Council of Unit Owners of amendments to the

FOREST VIEW CONDOMINIUM ASSOCIATION, INC.

HAVE A QUESTION? CHECK HERE FIRST!

GENERAL

Report suspicious activity to the Sheriff, 410.612.1717. Emergencies should be reported to 911.

All exit doors should remain securely closed and locked and never propped open; this protects you from potential intrusion.

The property manager is Conway Management Company, Inc., 410.879.9655; phone is monitored 24 hours a day.

Fire and water damage are the condo owner's biggest problems. Be alert for potential sources of either.

Operation or storage of any type of grill is prohibited on patios or balconies.

Sprinklers, alarms, and elevators are inspected and tested regularly.

WHAT DOES MY BUILDING CAPTAIN DO?

Each building has a Building Captain who assists with minor building maintenance tasks. Ask your neighbor for his/her name. Your Building Captain volunteers to take care of routine maintenance in your building, saving expense for the Association. Some duties include: inspection of facilities and reporting needed repairs to the Board of Directors; overhead and stairwell bulb replacement; adjusting building thermostats and changing HVAC filters; checking fire extinguishers; checking elevator phone operation; assisting with winterization of the building; and making ice melt available for

sidewalks and entryways (not for use on roadways). If you notice a building problem, contact your building captain for assistance first.

Notify your Building Captain when moving in or out and/or when delivery of appliances or furniture are expected – elevator pads are required to protect elevator panels.

Building thermostats and heaters are set by Building Captains, 78° in summer and 68° in winter; please do not adjust.

WHERE DOES MY RESPONSIBILITY BEGIN AND END?

You are responsible for the *interior* of your unit, generally defined as "from the studs in".

The patio/balcony is considered a "Limited Common Element"; this means you should provide routine maintenance, such as painting and caulking, in this area. Railing or planking/flooring issues should be reported to Conway.

You are encouraged to carry HO-6 insurance for condo contents and to update same as you make upgrades in your unit.

All vents servicing only a single unit are the responsibility of the unit owner (dryer, bathroom, etc.).

Dryer vents are cleaned every two years by the Association and is mandatory for fire protection.

Each owner owns an equal share in this community (1/112); to function properly, we all must work together.

PARKING GUIDELINES

- Each unit will have one assigned parking space in close proximity to the building. Owner-designated parking spaces are assigned, not owned (this would require a deed).

- Parking spaces are assigned according to occupant ambulatory ability necessitating the use of the handicapped ramp. As resident needs change, parking assignments may/will change.

- Each residing vehicle is to be registered with the Board of Directors and the management company.

- If a unit owner is away for an extended period of time, the spot remains vacant unless resident grants permission for another resident to use the spot during the absence.

- Only the resident assigned the parking space is permitted to register a complaint about vehicles parked in the assigned spot. Complaints regarding an unregistered vehicle will be accepted after the offending vehicle has remained in the spot for 24 hours.

- Any visiting vehicle not moved from an unmarked spot in three or more days and has not registered with the Board or management company will be reported for towing. All towing on the property will be done at vehicle owner's expense.

- Please notify all visitors **NOT** to park in an owner-designated spot

unless specific permission from that resident has been granted.

- Truck beds should not overhang or obstruct walkways.

REGULAR MEETINGS

Board of Director meetings are held once a month, generally on the second Wednesday. Anyone may attend a meeting.

Monthly community meetings are held in the Clubhouse on the third Monday of each month at 7 pm unless otherwise posted. Most information discussed at Board meetings is shared here; other updates may be supplied also.

The Annual Meeting is held on September 12 unless that date falls on a Friday, Saturday or Sunday; then it will be held on the Monday following.

CLUBHOUSE

A Clubhouse access card should have been given to you at closing by the previous owner; if not, ask your realtor to track it down. Replacement access cards are \$25 each, no exceptions.

The Clubhouse may be rented for private functions; contact the management company to arrange.

Book lending is available in the Clubhouse conference room.

HOT WATER HEATER & UTILITY CLOSET

Turn yellow handles on hot water heater horizontally when using air conditioning and vertically when using heat.

Inspect utility closet regularly; check for drips, water in the pan, make sure the copper overflow pipe fits squarely into the drain

pipe, and make sure the drain pipe has not warped.

Turn heaters ON in utility closets to prevent pipes from freezing when the temperature dips below freezing.

Prop utility closet door open during hot weather; your AC unit won't need to work as hard.

Consider installing water detectors in hot water heater pan.

FAUCETS & PLUMBING

All original faucets and handles are MOEN and are guaranteed for life. Take a picture of your problem fixture and send it to MOEN with a description of your issue. They should send you a replacement (this does not include installation).

Report faucet odors to Harford County Water & Sewer, 410.612.1612.

SMOKE & CARBON MONOXIDE DETECTORS

Maintenance of detectors is the unit owner's responsibility; it is suggested you change batteries each spring and fall.

The life expectancy of smoke and carbon monoxide detectors is about ten years; consider replacing yours on a cyclical basis. Check for rebates at the time of your purchase.

KITCHEN, BATH & LAUNDRY ROOMS

Consider installing water detectors under sinks and in washing machine pans.

Inspect under sinks regularly to ensure there are no drips or leaks; old caulking can fail unexpectedly.

Add ¼ cup of bleach to the air conditioner condensate line in spring and fall.

To dissolve hard water deposits, tie a baggie filled with vinegar around faucet spouts and shower heads, and leave in place for 20 minutes; scrub with an old toothbrush.

Remove the cover on the dishwasher aerator and clean the gunk out of it regularly.

All major appliances are your responsibility, including air conditioner, hot water heater, kitchen appliances, washer, dryer, etc.

VESTIBULE & MAIL

Refer to bulletin boards for current information.

Mailbox locks are the responsibility of the individual owner.

Report mail delivery issues to the Joppa Post Office at 410.679.1462.

Ice melt is housed in the vestibule during winter months and is for use on sidewalks only.

SOCIAL

Various social offerings are available – Monday Coffee Socials, Super Bowl party, Christmas party, Ladies Game Day, Book Club, Poker Night, etc. Check with a neighbor to learn which meets when or watch for fliers.

IF THIS FORM REQUIRES UPDATES

Report suggested updates to the Secretary of the Board of Directors.