

6. **Notification of FHLMC.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request by FHLMC, the Association shall 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 \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.

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

ARTICLE XIII Restrictions

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

1. **Single Family Residential Use.** Except for Units owned by the Developer and used for displaying model homes, all Units shall be used exclusively for single-family residential purposes. For purposes of these Bylaws, "single-family" means (a) not more than two (2) persons, whether or not related by blood or marriage, and their children or parents, and/or (b) such other persons as the Board of Directors of the Association may approve, in its sole and absolute discretion; or (c) such other definition as is required by applicable law.

2. **Number of Occupants.** No more than two (2) people may reside in a one bedroom structure located upon a Unit, and no more than five (5) people may reside in a structure upon a unit with more than one bedroom, as the Units are designated in the Master Deed.

3. **Home Occupations.** Although all Units are to be used only for single-family residential purposes, nonetheless home occupations will be permitted if the home occupation is conducted entirely within the Unit and participated in solely by members of the immediate family residing in the Unit, which use must be clearly incidental and secondary to the use of the Unit for dwelling purposes and must not change the character of the use. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the Unit is being used for any purpose other than that of a dwelling, (ii) no commodities sold on the premises, (iii) no person employed other than a member of the immediate family residing in the Unit, (iv) no more than one customer vehicle parked upon the Condominium at any given time, and (v) no mechanical or electrical equipment used, other than computers and other office equipment.

4. **Signs.** No signs or any advertising will be displayed on any Unit unless their size, form and number are first approved in writing by the Developer during the Development and Sales

Period and by the Board of Directors after that. Nothing in these Bylaws will be construed to prevent the Developer, or Developer's Realtors or agents, from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale or lease of Units. All signs in the Condominium Project must comply with zoning regulations which are in effect at the time of erection of the sign. No signs shall be placed in the windows of any building or structure without Association approval.

5. Waste Disposal. All waste, debris, and trash from each Unit shall be stored and placed in suitable and safe covered containers for removal which shall be kept inside garages or other fully enclosed and conspicuous areas, except for short periods of time as may be reasonably necessary to permit periodic collection, not less often than once per week. The Association shall have the authority to negotiate a contract with a single waste removal provider. In such event, each Unit owner will be required to use the waste removal provider contracted by the Association. If the Association provides dumpsters, then all trash shall be deposited in the dumpster.

6. Prohibited Conduct. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Owners, arising as a result of the provision which cannot be amicably resolved, shall be arbitrated by the Association. No Owner shall store flammable or hazardous substances in his Unit, except for substances typically used for residential purposes such as propane tanks, gas cans for lawnmowers, mineral spirits, etc. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Outdoor clothes lines are prohibited.

7. Animals. Except for common indoor household pets, including dogs, cats, small caged birds, small caged rodents, small caged reptiles and fish, which shall be permitted only as provided in this Section, no animal shall be kept in any Unit or the Common Elements appurtenant to such Unit. A Unit owner shall be allowed a maximum of 2 dogs or 2 cats, or a combination of dogs and cats totaling 3 or less. No farm animals, including chickens, are permitted on the Premises at any time.

No animal may be kept or bred for any commercial purpose. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal, or animal breed commonly perceived as such, shall be kept, including, but in no way limited to, pit bull dogs. Dogs must be leashed at all times when on the Common Elements. The owner of any pet shall be responsible for cleaning up after it. Deposits of fecal matter shall be immediately removed by the owner of the pet dropping them. The Association may charge all Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in these Bylaws for monthly maintenance fees if the Association determines the assessment is necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium.

No animal may be left outside unattended. Dog runs are prohibited.

The Association may, without liability to the owner, cause to be removed, any animal from the Condominium which it determines to be in violation of these restrictions. The Association may require that animals be registered with it and may adopt such additional reasonable rules with respect to animals as it may deem proper. The Association may require the removal from the Condominium of any animal which is the subject of repeated complaints and may require the removal of all animals of any Owner if the Association receives repeated complaints regarding the failure of the Owner to comply with these restrictions. Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association from any damage, loss or liability which might accrue to the Association as a result of the presence of the animal in the Condominium regardless of whether the animal's presence is permitted.

8. **Vehicles and Parking.** All vehicles shall be parked fully inside a garage, or upon the Unit Owner's driveway. Parking on the private road known as Copperleaf Court is prohibited at all times. No recreational vehicles, all terrain vehicles, house trailers, commercial vehicles, boat trailers, commercial vehicles, boats, boat lifts, campers, motor homes, snowmobiles, snowmobile trailers, jet skis or other personal watercraft, or vehicles other than automobiles (which shall include light trucks and vans) and motorcycles may be visibly parked or stored outside upon the premises of the Condominium at any time, except for temporary loading and unloading (not to exceed 24 hours). Campers and similar vehicles may be kept, however, at the Condominium, if fully inside a garage. Anything stored inside a garage shall be completely within the garage and all garage doors must be kept closed at all times when they are not in use. No inoperable vehicle or vehicle without a valid license plate may be parked outside of a garage. Each Owner shall, if the Association shall require, register all vehicles parked in the Condominium with the Association. No recreational vehicle shall be operated within the boundaries of the Condominium, except an Owner may drive to and from their garage as long as they operate the recreational vehicle in a safe and considerate manner. Commercial vehicles shall not be parked in the Condominium (unless fully inside a garage) except while making deliveries or pickups in the normal course of business. No off-season storage of vehicles, including those described in this paragraph, shall be allowed except in garages with the garage door closed.

9. **Garage Sales.** No garage sales will be allowed unless prior written approval is granted by the Association.

10. **Flags.** One American flag, which shall not exceed a maximum size of 3' x 5', may be displayed from a structure built on each Unit. No other flags will be allowed unless prior written approval is granted by the Association. The location of any flag on a structure upon a unit must be first approved by the Association. Flag poles not attached to a structure on a Unit are prohibited.

11. **Furniture; Equipment.** Absent written approval of the Association, no item of equipment, furniture, or any other large movable item shall be kept upon a Unit, except lawn furniture, picnic tables, or barbecue grills which may be located on porches and patios but are prohibited on front steps or stoops, provided the same are kept in neat and good condition. All other items shall be stored in the Unit, a garage or other building.

12. **Nuisances.** No nuisances shall be permitted on the Condominium nor shall any use or practice be permitted which is a source of annoyance to other occupants, or which interferes with the peaceful possession or proper use of the Project by its owners. The Common Elements shall not be used in whole or in part for the storage of rubbish or trash, nor for any other thing which may cause the Condominium to appear in an unclean or untidy condition.

Furthermore, no Owner will: (i) suffer, allow or permit any vibration, noise, odor, flashing or bright light, liquid or grease to emanate from its Unit or from any machine or other installation located therein, or otherwise suffer, allow or permit any activities to take place or condition to exist on its Unit or the Common Elements, which, in the reasonable judgment of the Association, would constitute an undue safety hazard or unduly interfere with the quiet enjoyment of the other Units; (ii) place or cause to be placed, any handbill on any vehicles parked in the parking area, whether belonging to the Owner, its employees, tenants, or any other persons; (iii) permit the parking of vehicles so as to interfere with the use of any driveway, walkway, parking area, or any other area; or (iv) use or occupy its Units or do or permit anything to be done therein which in any manner might cause injury or damage (other than ordinary wear and tear) in or about the other Units or the Common Elements.

13. **Storage.** All materials, supplies, equipment, or matter to be used for any purpose on the Unit shall be stored indoors and away from public view, unless prior approval is obtained from the Association. This limitation shall not apply to construction materials used in the construction of improvements to the Unit, so long as such materials are stored on the Unit in a safe manner and only for a limited and reasonable time prior to their use.

14. **Fireworks and Weapons.** No co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Condominium.

15. **Hot Tubs.** Hot tubs are permitted if located within a residence or attached four season room, or if otherwise approved in writing by the Association.

16. **Satellite Dishes and Antennae.** No Owner may attach an external tower, windmill or generator, satellite dish or television or radio antenna or aerial to his or her Unit unless approved in writing by the Developer or the Association. Any satellite dish permitted under this section must be 24" or smaller, cannot protrude more than two (2) feet from the building, and must be attached or adjacent to the Owner's Unit.

17. **Window Treatments and Curtains.** The exterior facing side of all window treatments and curtains shall be neutral in tone and color, in conformity with the general harmony and exterior appearance of the entire Condominium.

18. **Porches and Patios.** No unsightly condition shall be maintained upon any porches, balconies, decks, terraces and patios, and/or any other open area of any Unit (collectively, "porches and patios") or the Common Elements. No alterations may be made to any porches and patios

without the prior written consent of the Association. Such approval may be granted, withheld or conditioned by the Association in its sole discretion.

19. **Holiday Decorations.** No holiday decorations shall be placed on the exterior of a Unit or the Common Elements, except as expressly permitted by rules and regulations adopted by the Association.

20. **Aesthetics.** The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by an Owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

21. **Environmental Conditions.** Historical activities on the property have resulted in a few compounds (mostly metals) above Michigan cleanup criteria in the subsurface, primarily related to drinking water. The compounds are in soil and groundwater below appropriate covers (pavement, buildings, top soil, etc.). There are no exposure concerns to occupants. The property is connected to a municipal water supply. Owners should not conduct any unauthorized excavation or similar subsurface activity on the property that could expose the contaminated soil. A Due Care Plan is available from the Association upon request.

22. **Improvements and Modifications for Handicapped Persons.**

(a) Pursuant to MCL 559.147a, MSA 26.50(147a), an Owner may make improvements or modifications to his or her Unit, including improvements or modifications to the Common Elements and to the route from the public way to the door of the Owner's Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for handicapped persons, or to alleviate conditions that could be hazardous to handicapped persons. The improvement or modification shall not impair the structural integrity of a structure, impair any soundproofing or otherwise lessen the support of a portion of the Project. The Owner shall be liable for cost of repairing any damage to a Common Element caused by building or maintaining the improvements or modification, unless the damage could reasonably be expected in a normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding any prohibitions or restrictions in the Condominium Documents. The improvement or modification shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed improvement or modification that affects the exterior of the Unit and shall not unreasonably prevent passage by other residents of the Project.

(b) An Owner who has made exterior improvements or modifications for handicap access must notify the Association in writing of his intention to convey or lease his or her Unit to another not less than thirty (30) days before the conveyance or lease. Within thirty (30) days of receiving notice, the Association may require that the Owner remove the

improvement or modification at his or her own expense. If the Owner fails to give timely notice of a conveyance or lease, the Association may at any time remove or require the Owner to remove the improvement or modification at the Owners' expense. However, the Association may not remove or require the removal of the improvement or modification if the Owner conveys or leases his or her Unit to a handicapped person who needs the same type of improvement or modification, or to a person whose parent, spouse or child is handicapped, requires the same type of improvement or modification, and resides with the person.

(c) If a Owner makes an exterior improvement or modification, he or she shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification. The Owner shall not be required to maintain liability insurance with respect to any Common Element. The Association shall be responsible for the cost of any maintenance of the improvement or modification, unless the maintenance cannot reasonably be included within the regular maintenance performed by or paid for by the Association, in which case the Owner shall be responsible for the cost of the maintenance of the improvement or modification.

(d) Before an improvement or modification under this Section is made, the Owner shall submit plans and specifications to the Association for review and approval. The Association shall determine whether a proposed improvement or modification substantially conforms to the provisions of MCL 559.147a, MSA 26.50(147a), but shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list in writing the changes needed to make the proposed improvement or modification conform and deliver that list to the Owner. The Association shall approve or deny the proposed improvement or modification within sixty (60) days after the plans and specifications are submitted. If the Association does not approve or deny within the sixty (60) day period, the Owner may make the proposed improvement or modification without the Association's approval. An Owner may bring an action against the Association and its officers and directors to compel them to comply with the provisions of MCL 559.147a, MSA 26.50(147a), if the Owner disagrees with the denial.

23. **Rules and Regulations.** It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments shall be furnished to all Owners. Any such rule or regulation may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all members in value at any duly convened meeting of the Association.

24. **Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant to the Unit from time to time, during reasonable working hours, upon notice to the Owner as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant to the Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant to it during all periods of absence, and in the event of the failure of such Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Owner for any necessary damage to his Unit and any Limited Common Elements appurtenant to the Unit caused by such access or for repair or replacement of any doors or windows damaged in gaining such access.

25. **Alterations; Blocking Access.** No Owner shall make any additions or alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, satellite dishes, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications. Also, no Owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation of it has been approved under these Bylaws, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. All alterations or modifications for persons with disabilities as defined in Section 2 of the State Construction Code Act of 1972, 1972 P.A. 230, MCL 125.1502, shall be subject to Section 47a of the Michigan Condominium Act.

26. **Common Element Maintenance.** Landscaped areas, yards, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended.

27. **Maintenance.** Each Owner shall maintain his Unit and any Limited Common Elements or other improvements within the Unit for which he or she has any maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Any costs or

damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article X of these Bylaws.

28. **Reserved Rights of Developer.**

(a) **Architectural Control.** No one other than the Developer will be entitled to alter the nature or appearance of any improvements or landscaping constructed within the boundaries of a Condominium Unit or the Limited Common Elements appurtenant thereto without the prior written consent of the Developer, which consent may be withheld by the Developer in its absolute discretion. No building, wall, road, sidewalk or other structure or improvements will be placed on the Condominium Premises unless the plans and specifications therefore showing the nature, kind, shape, height, color, materials and location of the improvements (including floor plan and exterior colors) and the plot plan (including elevations) have the prior written approval of the Developer and no changes or deviations in or from such plans and specifications as approved will be made without the prior written consent of the Developer. 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. Any such plans for construction or alteration referred to above will include a plan for restoration of the Condominium Premises after construction or alteration to a condition satisfactory to the Developer.

Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Owner whose proposed residence and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed.

The purpose of this Article is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential building development, and will be binding upon the Association and all Owners. Developer's rights under this Section may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises 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.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article XIII shall apply to the commercial activities (including, but not limited to, the construction and showing of parade homes and model homes) or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes stated in this Agreement and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary in these Bylaws, Developer and its duly authorized agents, representatives, employees, and builders who receive an assignment of rights from the Developer, shall have the right to engage in any useful construction activities during working

construction hours, to the fullest extent and for the maximum hours permitted under local ordinances, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer; and may continue to do so during the entire Development and Sales Period. Notwithstanding anything to the contrary in these Bylaws, Developer, and its duly authorized agents, representatives, employees, and residential builders who receive an assignment of rights from the Developer, shall have the right to maintain a sales office, a business office, a construction office, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer; and may continue to do so during the entire Development and Sales Period. The Developer shall restore the areas so utilized to habitable status upon termination of use.

(c) **Enforcement of Bylaws.** The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by these Bylaws. After the Development and Sales Period, the Board of Directors shall have the right to enforce these Bylaws.

29. **PUD Restrictions.** The Condominium Project is part of a Planned Unit Development (“PUD”) approved by Laketown Township. The Condominium Project is subject to the PUD conditions and regulations imposed by Laketown Township, and must at all times comply with the provisions, requirements and conditions of the PUD approval.

30. **Sale of Units.** No Unit may be offered for sale except through a qualified licensed real estate broker approved in writing by the Association; provided, however, that the Association may permit Unit Owners to sell their Units under their own auspices if the Owners demonstrate sufficient knowledge of real estate sales practices and a sufficient marketing plan to protect the harmony of the project and to prevent the value of the Units from being diminished.

31. **Binding Effect.** These restrictions shall run with the Condominium Premises and shall be binding upon and inure to the benefit of the Developer, its successors and assigns, and the Unit Owners and their Owners, and their successors and assigns, forever.

ARTICLE XIV

Leases

1. **Right to Lease.** An Owner may lease or sell his Unit for residential usage purposes; provided that written disclosure of the lease transaction is submitted to the Board of Directors of the Association in the manner specified in this Article. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of this Article and the Condominium Documents. The Developer may lease any number of Units in its discretion without regard to these restrictions, except that the Developer must comply with the notice provisions of Section 2 below only.

2. **Notice.** An Owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 14 days before presenting a lease form or otherwise agreeing to grant possession of a Unit to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Owner shall also provide the Association with a copy of the executed lease. If no lease form is to be used, then the Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. No Owner may lease less than the entire Unit.

3. **Approval.** After the required notice and all information requested has been provided, the Board or its designee shall approve or disapprove the proposed lease within 15 days. If the Board or its designee neither approves nor disapproves within the 15-day period, such failure to act shall be deemed the equivalent of approval. The Association shall not be liable for its acts or omissions concerning any lease provided by or approved by the Board. The Owner should consult with legal counsel concerning the lease.

4. **Disapproval.** Approval of the Association shall be withheld if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board shall not approve a lease when the payment of assessments for that Unit is delinquent.

5. **Failure to Give Notice.** If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the right to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

6. **Term of Lease.** No Unit may be leased for a period of less than 6 months. No subleasing or assignment of lease rights is allowed unless the sublessee or subtenants are approved pursuant to the provisions of this section.

7. **Occupancy During Lease Term.** No one but the lessee, his family as defined in Paragraph 1 of Article XIII of these Bylaws, and their guests may occupy the Unit.

8. **Occupancy in Absence of Lessee.** If a lessee absents himself from the Unit for any period of time during the lease term, his family already in residence may continue to occupy the Unit. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit, except the approved Unit Owner.

9. **Compliance.** Tenants and non-Owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

10. **Failure to Comply.** If the Association determines that the tenant or non-Owner occupant failed to comply with the conditions of the Condominium Documents, the Association shall take the following action, in addition to other action it may take:

(a) The Association shall notify the Owner by certified mail, advising of the alleged violation by the tenant. The Association may also notify the Owner personally, by telephonic facsimile or first class mail advising of the alleged violation by the tenant.

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

(c) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association, if it is under the control of the Developer, an action for both eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages to the Common Elements caused by the Owner or tenant in connection with the Unit or Condominium Project.

12. Arrearages. When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Owner or the Association, then the Association may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(b) Initiate proceedings pursuant to Section 112(4)(b) of the Act.

ARTICLE XV

Mortgages

1. **Notice to Association.** Any Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall 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 Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Owner of such Unit that is not cured within 60 days.