

mortgages as to distribution to Co-Owners of condemnation awards for the taking of units and/or the taking of Common Elements.

**ARTICLE XV
BUILDING, USE AND OCCUPANCY RESTRICTIONS
FOR BONNER HILLS ESTATES**

1. General. All of the **BONNER HILLS ESTATES** units in the condominium project shall be owned, used and occupied as single family residences subject to the building, use and occupancy restrictions stated in this Article.

2. Residential Use. A **BONNER HILLS ESTATES** condominium unit shall be used and occupied exclusively for single family residential purposes as that use is defined by the City of Tecumseh Zoning Ordinance. **BONNER HILLS ESTATES** condominium project is zoned single family under the City of Tecumseh Zoning Ordinance. The Common Elements shall be used for single family residential purposes and multiple family residential purposes. There shall only be one residential structure within the horizontal and vertical space of a unit. There shall not be any business or commercial use conducted from a unit except Co-Owners may use their personal residences as ancillary office facilities to their main offices established elsewhere if the business operations do not generate unreasonable traffic by members of the general public. Any such business must be conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence and the business use must not change the primary character of the single family residential use of the structure. There must not be any exterior sign or display that the residence is being utilized for any purpose other than that of a dwelling. There must not be any manufacturing conducted or commodities, goods or services sold at retail or wholesale from within the unit. There must not be any mechanical or electrical equipment used except personal computers and other office type equipment.

3. Restrictions for Use of **BONNER HILLS ESTATES** Units. The use of **BONNER HILLS ESTATES** units shall be restricted as follows:
 - a. Building Size and Height. Residences constructed on any unit shall not exceed 2 stories above grade or 25 feet above grade in height and all buildings or structures shall be constructed within the perimeter (Building Envelope) of a unit. All buildings and structures shall be in conformity with the following minimum size standards as to living areas above ground level measured by the external walls:
 - (1) One Story/Ranch: 1,887 square feet.
 - (2) One and One-Half Story: 2,400 square feet with a minimum of 1,400 square feet on first floor.
 - (3) Two Story: 2,400 square feet with a minimum of 1,400 square feet on first floor.

The square footage determination for single family residences stated above shall exclude basements (including walk out basements), garages and open porches. If any portion of a level or floor within a residence is below grade, the entire level or floor shall be considered a basement level. The single family residences shall be constructed under the supervision of a licensed building contractor and completed within one year from the date of the issuance of a building permit by City of Tecumseh. The **DEVELOPER** reserves

the right, within its discretion to reduce the required minimum square footage for specific residences to accommodate unique features of the land or structures to be constructed. There shall not be any land clearance, excavation or construction commenced on any units without Architectural Control approval of the **DEVELOPER** or the Board of Directors for the **BONNER HILLS ESTATES** after the Transition Control Date pursuant to Section 4 of this Article. All unused building materials and temporary construction shall be removed from the property within thirty (30) days after substantial completion of the residential structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finished, graded and seeded or covered with other landscaping materials as soon as construction work and weather permit. Burial of construction debris is prohibited. Driveways for units shall be roughed in with a gravel base before the basement is excavated.

- b. Garages. All single family residences shall have a minimum of a two car attached garage. Detached garages and carports are prohibited. Driveways shall be surfaced with asphalt, concrete or paving bricks at the completion of construction and prior to the certificate of occupancy being issued unless prevented by weather or seasonal conditions. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garages.
- c. Temporary Structures. Temporary structures such as a tent, camper, mobile home, trailer, shack, barn, outbuilding or other such structure of any design shall be prohibited and any existing such structures shall be removed from any unit prior to construction of the single family residence. This provision shall not prevent the use of temporary structures incidental to and during construction of single family residences provided that such temporary structure shall be removed from the condominium project property upon completion of the residential construction.
- d. Accessory Buildings and Structures. Accessory buildings including but not limited to sheds, barns, storage buildings, kennels, dog runs, gazebos, greenhouses or other outbuildings and structures shall be prohibited on any unit. The **DEVELOPER** or the Board of Directors of **BONNER HILLS ESTATES**, under the Architectural Control provisions of Section 4 of this Article may permit erection of decks, porches, or patios which shall be architecturally compatible with the principal residence and be constructed of similar materials when applicable.
- e. Swimming Pools. Swimming pools shall be constructed below ground except children's play pools, hot tubs and jacuzzi tubs.
- f. Fences. There shall not be any fences constructed within any unit. Perimeter fences around swimming pools shall be required to be constructed in accordance with all applicable City and State building codes. Such perimeter swimming pool fence shall be made of materials that are architecturally compatible with the principal residence and shall be approved by the architectural control committee.
- g. Exterior Lighting. A **BONNER HILLS ESTATES** Co-Owner shall not install exterior lighting that causes excessive illumination so as to constitute a nuisance to other Co-Owners. Mercury vapor and halogen lighting shall be prohibited. Exterior lighting may

not be mounted on the sides of any residence except for low wattage lighting adjacent to driveways, patios, walkways, decks and swimming pools.

- h. Mailboxes. The size, color, style, location and other attributes of the mailbox for each residence shall be specified by the **DEVELOPER** in order to insure consistency and uniformity within the condominium project.
- i. Antennas and Telecommunication Devices. Radio, television or other antennas or aerials shall not be permitted on any unit other than the type commonly used for domestic residential purposes. Any antenna or aerial shall be installed on the roof of the principal residence and not on a separate pole or tower. Dish-type antennae receivers or transmitters in excess of two (2) feet in diameter shall not be permitted and those permitted shall be aesthetically landscaped or screened from public view. There shall not be antenna or aerial exceeding six feet in height above the roof ridge line on any residence. The ordinances of City of Tecumseh pertaining to telecommunication devices, if any, shall supersede this provision and such devices of the Co-Owners shall comply with any township ordinance, state or federal laws and/or regulations.
- j. Maintenance of Unimproved Units. Units which have not been improved shall remain in their natural state, but shall be maintained in a presentable condition by the Co-Owner. Grassy areas shall be mowed a minimum of monthly from May through October of each year to control weeds. There shall not be any dumping of refuse or trash on unimproved units.
- k. Refuse and Garbage. Each **BONNER HILLS ESTATES** Co-Owner shall promptly dispose of all refuse, trash and garbage so that it will not be objectionable or visible to adjacent Co-Owners. There shall not be any outside storage of refuse, trash or garbage or outside incinerator on any unit. Each residence shall be equipped with an interior garbage disposal. There shall not be any disposal of garbage, trash, refuse, leaves or debris on vacant or unimproved units. Garden composting shall be permitted provided that it shall not result in a violation of any other restriction of these By-Laws or applicable municipal ordinances.
- l. Drainage Easement. Some units of the condominium project may be subject to storm water drainage, storm water detention, storm water detention basin easements created by the Master Deed described and depicted in Exhibit B. Notwithstanding the existence of any drainage easements, each unit Co-Owner shall maintain the surface area of such easements located within the geographical area of the Co-Owner's unit, shall keep the grass cut to a reasonable height, shall keep the area free of trash and debris and shall take such action as may be necessary to eliminate surface erosion. The unit Co-Owner shall not contour the land or install any structure or landscaping within the drainage easement areas that would interfere with the flow of storm water.
- m. Trees. The **DEVELOPER** shall install trees in the **BONNER HILLS ESTATES** condominium project as appearing in the Condominium Subdivision Plan attached as Exhibit B. Trees may be installed by Co-Owners of any **BONNER HILLS ESTATES** unit only as permitted by the **DEVELOPER** or the Board of Directors for **BONNER HILLS ESTATES** under the Architectural Control provisions of these By-Laws.

4. Architectural Control. There shall not be any residences, dwellings, structures, accessory buildings, fences, swimming pools or other improvements constructed within an **BONNER HILLS ESTATES** unit or elsewhere within the **BONNER HILLS ESTATES** condominium project property or any exterior modification or improvement constructed on any **BONNER HILLS ESTATES** unit unless architectural plans and specifications have first been approved by the **DEVELOPER** prior to the Transitional Control Date or the Board of Directors for the **BONNER HILLS ESTATES** after the Transitional Control Date. The construction of any residence or other improvement must also receive any necessary permits or approvals from City of Tecumseh or other applicable municipal authorities. There shall not be any land clearance, excavation or commencement of construction unless the **DEVELOPER** or the Board of Directors of the **BONNER HILLS ESTATES** has approved the architectural plans and specifications in writing. The **DEVELOPER** or Board of Directors of the **BONNER HILLS ESTATES** may require revisions or amendments to the architectural plans and specifications to provide further detail or compliance with the existing aesthetics of the condominium project. The **DEVELOPER** or Board of Directors of the **BONNER HILLS ESTATES** shall have the right to refuse to approve any such architectural plans or specifications, grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons. The **DEVELOPER** or Board of Directors of the **BONNER HILLS ESTATES** will consider the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include wood, vinyl siding, brick and stone but no brick laminate) and exterior colors which shall blend in with existing residences and the natural surroundings/environment, the site upon which the residence is proposed to be constructed, location of the residence within the perimeter of each unit, and the degree of harmony of the residence with the condominium project as a complete residential community. There shall not be any log, panelized, modular, manufactured or other type of residential housing constructed off site permitted to be erected or built on any **BONNER HILLS ESTATES** unit in the condominium project unless approved by the **DEVELOPER** or Board of Directors of **BONNER HILLS ESTATES**. All dwellings must be constructed on site. There shall not be any flat roofs and a minimum roof pitch will be required. The purposes of these Restrictions is to assure that the condominium project will be developed and maintained as a beautiful and harmonious residential community and that such purpose will be binding upon the **BONNER HILLS ESTATES** and upon all Co-Owners. The rights of the **DEVELOPER** under this Article XV, Section 4 will be transferred and assigned to the Board of Directors of the **BONNER HILLS ESTATES** at the Transitional Control Date or completion of the construction and sale of all units whichever date/event occurs first. **DEVELOPER** or its agent may construct any residence or improvement upon the condominium project property, in its discretion, without the necessity of obtaining prior consent from the Board of Directors of the **BONNER HILLS ESTATES** subject to the express limitations and restrictions contained in the condominium documents.

5. Changes in Shared General Common Elements. Except as reserved to the **DEVELOPER** in the condominium documents, a Co-Owner shall not make changes in any of the General Common Elements or Shared General Common Elements without the express written approval of the Board of Directors of the **BONNER HILLS ESTATES, INC., BONNER HILLS CONDOMINIUM COMMUNITY ASSOCIATION**, City of Tecumseh and any other applicable municipal authority.

6. Activities/Disputes/Arbitration/Increase of Insurance Risk/ Prohibited Activities. There shall not be any unlawful or offensive activity conducted on or from any unit or upon the Common Elements or Shared General Common Elements. There shall not be any activity conducted by a Co-Owner or on any unit which is or may become an annoyance or nuisance to other Co-Owners of the condominium project units. There shall not be any unreasonable, noisy activity conducted in or on the General Common Elements or Common Elements or any unit. Any disputes between Co-Owners as to any activities conducted on units in the condominium project which cannot be amicably resolved may be arbitrated pursuant to Article XVIII. A Co-

Owner shall not conduct any activity on a unit or General Common Elements or Shared General Common Elements of the condominium project that will result in an increase in the rate of insurance on the condominium property and any offending Co-Owner shall pay to the Condominium Association the increased amount of insurance premiums resulting from any such activity or the maintenance of any such condition conducted resulting in the increase. Activities which are deemed offensive and are expressly prohibited include, but are not limited to the following: use of firearms, air rifles, pellet guns, BB guns, stun guns, paintball guns, bows and arrows, sling shots, fireworks or other similar dangerous weapons, projectiles or devices.

7. Pets. Co-Owners of **BONNER HILLS ESTATES** may own and shelter a maximum of two (2) domestic pets which shall reside within the residence of the Co-Owner subject to the provisions of this Article XV, Section 7. There shall not be any pet or animal kept or bred for commercial purposes. Pets shall have such care, attention and restraints so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. All pets shall be kept within the confines of the residence unless in the presence and supervision of a Co-Owner or resident attendant. In the event a Co-Owner's pet causes unnecessary and unreasonable disturbance or annoyance to other Co-Owners and such Co-Owner and/or Co-Owners files/file a written complaint with the Board of Directors of the **BONNER HILLS ESTATES** specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the Co-Owner owning the pet, may if it determines that such pet is causing unnecessary and unreasonable disturbance or annoyance, require the Co-Owner to remove the pet from his unit or impose such other restrictions on the ownership of such pet as are reasonable. No pet or animal may be permitted to run loose at any time upon other units or General Common Elements or Shared General Common Elements, and any animal shall at all times be leashed and attended by some responsible person while on the General Common Elements or Shared General Common Elements. There shall not be any dog houses or unattended tethering of pets on any unit in the Condominium Project. There shall not be any savage, dangerous or endangered animal kept by a Co-Owner. Any Co-Owner who causes any animal to be brought or kept upon the condominium project shall indemnify and hold harmless the **BONNER HILLS ESTATES** for any loss, damage or liability which the **BONNER HILLS ESTATES** may sustain as a result of the presence of such animal. Each Co-Owner shall be responsible for collection and disposition of all fecal matter disposed by any pet maintained by such Co-Owner. The **BONNER HILLS ESTATES** may, without liability to the Co-Owner, remove or cause to be removed any animal from the condominium project which the Board of Directors determines to be in violation of the restrictions imposed by this section. **BONNER HILLS ESTATES** shall have the right to require that any pets be licensed with the City of Tecumseh or Lenawee County and registered with **BONNER HILLS ESTATES** and may adopt such reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this section, the Board of Directors of the **BONNER HILLS ESTATES** may assess fines for any such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations of the **BONNER HILLS ESTATES**

8. Aesthetics. The Board of Directors of the **BONNER HILLS ESTATES** will have exclusive authority over the general aesthetics of the **BONNER HILLS ESTATES** units and **BONNER HILLS ESTATES** condominium project in its discretion. Neither the General Common Elements or Common Elements nor the area of any unit existing outside of the residence and garage shall be used for storage of supplies, materials, personal property, garbage, trash or refuse except as provided in duly adopted rules and regulations of the **BONNER HILLS ESTATES**. Trash receptacles shall be maintained in garages and shall not be permitted to remain elsewhere on the unit or General Common Elements or Shared General Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be conducted or condition maintained by a Co-Owner either in the Co-Owner's unit or upon the General Common Elements or Shared General Common Elements, which is detrimental to the appearance of the condominium project.

9. Vehicles/Recreational Equipment. There shall not be any travel trailers, motor homes, commercial vehicles, boat trailers, boats, wave runners, jet skis, personal watercraft, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles and vehicles used primarily for general personal transportation parked or stored upon the condominium project property unless parked in the garage with the garage door closed. Travel trailers, motor homes, camping vehicles, camping trailers, boat trailers, boats, jet skis, wave runners and personal watercraft may be temporarily parked upon a unit for a period of not more than twenty four (24) consecutive hours for loading and unloading purposes. Inoperable vehicles of any type may not be brought or stored upon the condominium project property either temporarily or permanently unless parked in the garage of a Co-Owner with the garage door closed. Commercial vehicles and trucks shall not be parked in or upon the condominium project property except while making deliveries or pick ups in the normal course of business. The use of motorized vehicles anywhere in the condominium project other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 9 is absolutely prohibited. Overnight parking on any roadway in the condominium project property is prohibited as the roads are private rights-of-way.

10. Advertising. There shall not be any signs or other advertising materials displayed which are visible from the exterior of a unit or on the Shared General Common Elements except house "For Sale" signs which shall not exceed three (3) feet square in area per side without written permission from the Board of Directors of the **BONNER HILLS ESTATES** and, during the construction and sales period, from the **DEVELOPER**.

11. Landscaping. The Co-Owner shall not perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials on or in the General Common Elements or Shared General Common Elements without obtaining the prior written approval of the **DEVELOPER** or, after the Transition Control Date, the Board of Directors of the **BONNER HILLS ESTATES** and the Board of Directors of the **BONNER HILLS CONDOMINIUM COMMUNITY ASSOCIATION**. Basic landscaping of a unit, including finish grading, seeding or sodding must be completed within six (6) months of the date of occupancy of the residence constructed on the unit. The Owner of each unit shall develop a landscape concept which will enhance, complement and harmonize with the landscaping features of adjacent property. Co-Owners shall not remove or cut any existing trees except those trees which are diseased or dead, without the prior written approval of the **DEVELOPER** or the Board of Directors of the **BONNER HILLS ESTATES**. Surface soil shall not be dug or removed from any unit for purposes other than building and landscaping of the unit, without the prior written approval of the **DEVELOPER** or the Board of Directors of the **BONNER HILLS ESTATES**. All landscaping debris shall be promptly removed from the property of the condominium project. New plantings shall complement and enhance the character of the existing vegetation, topography and structures in the condominium project. The Co-Owners shall each have the responsibility to maintain the grounds of their individual units together with that portion of the public right-of-way between the front of the unit and the traveled portion of the road right-of-way including the mowing of grass, removal of weeds and proper trimming of trees and bushes. If the **BONNER HILLS ESTATES** receives complaints from other Co-Owners regarding lack of attentive maintenance to the grounds of a unit, it shall have the right and duty to have such maintenance of the grounds of the offending unit performed as the Board of Directors shall determine be reasonable and the charges shall become a lien upon the unit and collected in the same manner as set forth in Article X of these By-Laws.

12. Hunting. No Co-Owner shall engage in or permit hunting in any form anywhere within the condominium project.

13. Persons with Disabilities/Improvements or Modifications to Condominium Unit. The Co-Owner may make improvements or modifications to the condominium unit, including improvements or modifications to Shared General Common Elements and route from the public way to the entrance of the Co-Owner's condominium 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 persons with disabilities who reside in or regularly visit the unit or to elevate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the unit. Before an improvement or modification allowed by this provision is undertaken, the Co-Owner shall submit plans and specifications for the improvements or modifications to the Board of Directors of **BONNER HILLS ESTATES** for review and approval. The Board of Directors of **BONNER HILLS ESTATES** shall determine whether the proposed improvement or modification substantially conforms to the requirements of Section 47(a) of the Michigan Condominium Act and shall not deny a proposed improvement or modification without good cause. If the Board of Directors of **BONNER HILLS ESTATES** deny a proposed improvement or modification, the Board of Directors shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of the Michigan Condominium Act and shall deliver that list to the Co-Owner. The Board of Directors of **BONNER HILLS ESTATES** shall approve or deny the proposed improvement or modification not later sixty (60) days after the plans and specifications are submitted by the Co-Owner proposing the improvement or modification. If the Board of Directors does not approve or deny the submitted plans and specifications within the sixty (60) day period, the Co-Owner may make the proposed improvement or modification without approval of the Board of Directors. The Co-Owner may bring an action against the Board of Directors of **BONNER HILLS ESTATES** or the **BONNER HILLS ESTATES** and its officers and directors to compel those persons to comply with this provision if the Co-Owner disagrees with a denial by the Board of Directors of the Co-Owner's proposed improvement or modification. Improvement or modification may be made notwithstanding prohibitions and restrictions in the condominium documents but shall comply with all applicable state and local building codes and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of the applicable prohibitions and restrictions regarding safety and esthetics of the proposed modification. This provision does not apply to a condominium unit that is otherwise required by law to be barrier free and does not impose on a Co-Owner the cost of maintaining that barrier-free unit. As used in this provision and in Section 47(a) of the Michigan Condominium Act, the term "person with disabilities" means that term as defined in Section 2 of the State Construction Code Act of 1972, Public Act 230 of 1972 (MCL 125.1502). This provision of the By-Laws of **BONNER HILLS ESTATES** shall be subject to and comply with Section 47(a) of the Michigan Condominium Act which shall be deemed controlling pertaining to any modifications or improvements to accommodate persons with disabilities.

- a. If a Co-Owner makes an exterior improvement or modification allowed under this section, the Co-Owner shall maintain liability insurance in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification and name the **BONNER HILLS ESTATES** as an additional insured. The Co-Owner is not liable for acts or omissions of the Association with respect to the exterior improvement or modification, and is not required to maintain liability insurance, with respect to any General Common Element or Shared General Common Elements. The **BONNER HILLS CONDOMINIUM COMMUNITY ASSOCIATION** is responsible for maintenance, repair and replacement of the improvement or modification only to the extent of the cost currently incurred by the Association for maintenance, replacement and repair of the General Common Element or Shared General Common Elements covered or replaced by the improvement or modification. All costs of maintenance, repair and replacement of the improvement or modification exceeding that currently incurred by the **BONNER HILLS ESTATES** for maintenance, repair and replacement of the General Common Elements or Shared General Common Elements covered or replaced by the improvement or

modification shall be assessed to and paid by the Co-Owner or the unit serviced by the improvement or modification.

14. Compliance with Laws. A Co-Owner shall not conduct any activity from the Co-Owner's unit, General Common Elements or Shared General Common Elements or any of the condominium project property that violates any federal, state or local statute, regulation, rule or ordinance.

15. Shared General Common Element Maintenance. Streets, sidewalks, bicycle paths, yards, landscaped areas, storm/surface water drainage areas, storm/surface water detention areas and driveways shall not be obstructed or used for purposes other than that for which they are reasonably and obviously intended. Bicycles, vehicles, chairs or any other obstructions shall not be left unattended on or about the General Common Elements or Shared General Common Elements.

16. Co-Owner Maintenance. A Co-Owner of any **BONNER HILLS ESTATES** unit shall maintain his unit together with that area of the General Common Elements or Shared General Common Elements between the unit and the traveled portion of the road right-of-way and any improvements on the unit in a safe, aesthetically pleasing, clean and sanitary condition. Each Co-Owner shall use due care to avoid damaging any of the General Common Elements Shared General Common Elements including, but not limited to, the telephone, natural gas, electrical, telecommunications cable, plumbing, drainage courses or other utility conduits and systems and any other General Common Elements or Shared General Common Elements within any unit which are appurtenant to or which may affect any other unit. Each Co-Owner shall be responsible for damages or costs to the **BONNER HILLS ESTATES** or to the **BONNER HILLS CONDOMINIUM COMMUNITY ASSOCIATION**, or both, resulting from damage or misuse of the General Common Elements or Shared General Common Elements by the Co-Owner or his family, guests, agents, or invitees, unless such damages or costs are covered by insurance carried by the Condominium Association or Condominium Associations (in which case there shall be no such responsibility unless reimbursement to the Condominium Association or Condominium Associations is limited by virtue of a deductible provision which shall be paid by the responsible Co-Owner). Any costs or damages to the Condominium Association or Condominium Associations may be assessed to and collected from the responsible Co-Owner in the manner provided in Article X of these By-Laws.

17. Reserved.

18. Reserved.

19. Rules and Regulations. The Board of Directors of the **BONNER HILLS ESTATES** may make reasonable rules and regulations to govern the **BONNER HILLS ESTATES** condominium project. Any rules and regulations adopted by the Board of Directors of the **BONNER HILLS ESTATES** shall be consistent with the Michigan Condominium Act, the Master Deed and the By-Laws of **BONNER HILLS ESTATES** concerning the use of the **BONNER HILLS ESTATES** units, General Common Elements or Shared General Common Elements and the By-Laws of **BONNER HILLS CONDOMINIUM COMMUNITY ASSOCIATION**. Any rules and regulations may be amended periodically by any future Board of Directors of the **BONNER HILLS ESTATES**. Copies of any such rules and regulations and amendments to the rules and regulations shall be mailed to all Co-Owners and shall become effective thirty (30) days after mailing to the designated voting representative of each Co-Owner. Any such rule, regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-Owners in number and in value unless otherwise stated in the Master Deed, Articles of Incorporation or these By-Laws. The **BONNER HILLS**

ESTATES shall not adopt rules and regulations to limit the **DEVELOPER'S** construction, sales or rental activities.

20. Right of Access of **BONNER HILLS ESTATES** The **BONNER HILLS ESTATES** or its duly authorized agent shall have access to the portion of each unit not occupied by the residents upon notice and during reasonable working hours, as may be necessary for the maintenance, repair or replacement of any of the Shared General Common Elements. The **BONNER HILLS ESTATES** or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the General Common Elements or Shared General Common Elements or to another unit and shall not be liable to such Co-Owner for any necessary damage to the Co-Owner's unit caused by emergency entry.

21. Reserved Rights of **DEVELOPER**. The **DEVELOPER** reserves the following rights:

- a. Prior Approval of **DEVELOPER**. During the construction and sales period, no hedges, trees or substantial plantings or landscaping materials shall be installed, removed or trimmed until plans and specifications acceptable to **DEVELOPER**, showing the nature, kind, shape, height, grading or landscaping plan of the area to be effected shall have been submitted to and approved in writing by the **DEVELOPER** and a copy of the plans and specifications delivered to the **DEVELOPER**.
- b. **DEVELOPER'S** Rights Regarding Development and Sales. None of the restrictions contained in this Article XV shall apply to the commercial activities or signs, if any, of the **DEVELOPER** during the construction and sales period or to the **BONNER HILLS ESTATES** in the exercise of its powers and authority set forth in these By-Laws and in the Articles of Incorporation. The **DEVELOPER** reserves the right throughout the entire construction and sales period to maintain, or to authorize others to maintain, sales office, storage areas and reasonable parking areas in the condominium project property as may be reasonable to enable development and sale of the units and condominium project property provided that **DEVELOPER** shall obtain the approval of City of Tecumseh prior to establishing any sales office as required by City ordinance. The **DEVELOPER** shall restore the areas so utilized to habitable status upon termination of use.
- c. Preservation. The condominium project property shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-Owners. If the **BONNER HILLS ESTATES** fails or refuses to carry out its obligations to maintain, repair, replace and landscape the condominium project property in a manner consistent with such high standards prior to the sale of all units owned by the **DEVELOPER**, the **DEVELOPER** or its agents may maintain, repair and/or replace any General Common Elements or Shared General Common Elements and/or do any landscaping required by these Bylaws and to charge the cost of such improvements to the **BONNER HILLS ESTATES** as an expense of administration. **DEVELOPER** shall also have the right to enforce these By-Laws throughout the construction and sales period which shall include, but without limitation, the ability to invoke any legal or equitable remedies such as an injunction restraining the **BONNER HILLS ESTATES** or any Co-Owner from any activity prohibited by these By-Laws.

22. Roads. The private roads servicing and providing ingress and egress to the condominium project property as described and depicted on the condominium documents and Condominium Subdivision Plan will be maintained, replaced, repaired and resurfaced as necessary by the Co-Owners pursuant to the Master Deed. In the event the private road servicing the condominium project becomes dedicated to the public, the Co-Owners will no longer be responsible for maintaining the road.

ARTICLE XVI LEASES

1. Right to Lease. A Co-Owner may lease his **BONNER HILLS ESTATES** unit for single family residential purposes consistent with the condominium documents. A Co-Owner intending to lease his unit shall provide a copy of the exact Lease to the **BONNER HILLS ESTATES CONDOMINIUM, INC.** for review at least ten (10) days before the tenant takes occupancy to determine if the proposed Lease Agreement complies with the condominium documents. For security purposes, all non-Co-Owner occupants shall register with the **BONNER HILLS ESTATES** prior to taking occupancy of the unit and shall likewise notify the **BONNER HILLS ESTATES** upon departure. The terms of all Leases, Occupancy Agreements and occupancy arrangements shall incorporate, or be deemed to incorporate all of the provisions of the condominium documents.

2. Conduct of Tenants. Tenants and non-Co-Owner occupants shall comply with all conditions of the condominium documents and all Lease Agreements shall expressly contain such a provision. If the **BONNER HILLS ESTATES** determines that a tenant or a non-Co-Owner occupant have failed to comply with the conditions of the condominium documents, the **BONNER HILLS ESTATES** shall take the following action:

- a. The **BONNER HILLS ESTATES** shall notify the Co-Owner by certified mail advising of the alleged violation by the tenant.
- b. The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the **BONNER HILLS ESTATES** that a violation has not occurred.
- c. If, after fifteen (15) days, the **BONNER HILLS ESTATES** believes that the alleged breach is not cured or may be repeated, it may institute 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 in this subparagraph may be a summary proceeding according to Michigan law. The **BONNER HILLS ESTATES** may hold both the tenant and Co-Owner liable for any damages to the Shared General Common Elements caused by the Co-Owner or tenant in connection with the unit or the condominium project.

3. Arrearage of Co-Owner/Lessor for Assessments. If a Co-Owner/Landlord is in arrears to the **BONNER HILLS ESTATES** for assessments, the **BONNER HILLS ESTATES** may give written notice of the arrearage to the tenant occupying the condominium unit under the lease or rental agreement. The tenant, after receiving the notice, shall deduct from rental payments due the Co-Owner/Landlord, the arrearage and future assessments as such expenses become due and pay them to the **BONNER HILLS ESTATES**. The