

is otherwise sought to be acquired by a condemning authority, the association shall promptly notify each holder of a publicly recorded mortgage lien on any of the units in the condominium.

e. *Inconsistent provisions.* To the extent not inconsistent with the provisions of this section, section 133 of the act ("contractable projects") shall control upon any taking by eminent domain.

Section 7

USE AND OCCUPANCY RESTRICTIONS

7.1 Residential Use. Condominium units shall be used exclusively for residential occupancy, and no unit or appurtenant common element shall be used for any purpose other than that of a single-family residence or purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the unit or neighborhood, are permitted as incidental to primary residential use. No building intended for other business uses, and no apartment house, rooming house, day care facility, foster care residence, or other commercial and/or multiple-family dwelling of any kind shall be erected, placed, or permitted on any unit.

7.2 Home Occupations. To be permitted as a "home occupation," there must be: (1) no sign or display that indicates from the exterior that the residence is being utilized for any purpose other than that of a single family dwelling; (2) no goods or commodities shall be kept for viewing and/or sale upon the unit or within the project; and (3) no mechanical or electrical equipment is used, other than personal computers and other office equipment. In no event shall any barber shop, styling salon, beauty parlor, tea room, day care center, animal hospital, or any other form of animal care and/or treatment such as dog trimming, be considered as a home occupation.

7.3 Common Areas. The common elements shall be used only by the co-owners of units in the condominium and by their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective units, and for other purposes incidental to use of the units; provided, that any parking areas, storage facilities, or other common elements designed for a specific purpose shall be used only for those purposes or other uses approved by the board. The use, maintenance, and operation of the common elements shall not be obstructed, damaged, or unreasonably interfered with by any co-owner, and shall be subject to any lease or easement presently in existence or entered into by the board at some future date that affects all or any part of the common elements.

7.4 Use and Occupancy Restrictions. In addition to the general requirements of sections 7.1 and 7.3, the use of the project and its common elements by any co-owner shall be subject to the following specific restrictions:

a. *Exterior changes.* No co-owner shall make any additions, alterations, or modifications to any of the common elements, nor make any changes to the exterior appearance or structural elements of the unit without the prior written approval of the association. The association shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the project. Any co-owner may make alterations, additions, or improvements within the co-owner's unit without the prior approval of the board, but the co-owner shall be responsible for any damage to other units, the common elements, or the property resulting from such alterations, additions, or improvements.

b. *Unit rental.* No portion of a unit may be rented, and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire unit together with its appurtenant limited common elements for residential purposes in the manner permitted by the Master Deed and these bylaws.

c. *Nuisances.* No nuisances shall be permitted on the property nor shall any use or practice be permitted that is a source of annoyance to, or that interferes with the peaceful possession or proper use of the project by the co-owners. No unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the unit to appear in an unclean or untidy condition. No substance or material shall be kept on a unit that will emit foul or obnoxious odors, or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding units.

d. *Prohibited uses.* No immoral, improper, offensive, or unlawful use shall be conducted on the property, and nothing shall be done or kept in any unit or on the common elements that will increase the rate of insurance for the project without the prior written consent of the association. No co-owner shall permit anything to be done or kept in the co-owner's unit or elsewhere on the common elements that will result in the cancellation of insurance on any unit or any part of the common elements, or that will be in violation of any law.

e. *Signs.* No signs or other advertising devices (other than one professionally made unlit sign, or a sign of substantially the same quality and appearance, not larger than four square feet in size, advertising a unit for sale) that are visible from the exterior of the unit or from the common elements shall be displayed on any unit without written permission from the association or its managing agent.

f. *Personal property.* No co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles of personal property outside a unit. This restriction shall not be construed to prohibit a co-owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony appurtenant to a unit; provided, that no such furniture or other personal property shall be stored during the winter season on any open patio, deck, or balcony that is visible from another unit or from the common elements of the project.

g. *Firearms and weapons.* No co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest, or member of the co-owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles, or devices anywhere on or about the property.

h. *Pets and animals.* No animals of any kind may be kept or maintained in any unit except for one domestic dog, one domestic cat, and/or two caged birds, without the prior written consent of the association, which consent, if given, may be revoked at any time by the association. No exotic, savage, or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the board of directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose upon the common elements or within any unit (except the unit owned by the owner of such animal), and the owner of each pet shall be responsible for cleaning up after it.

The association may charge a co-owner maintaining animals a reasonable supplemental assessment if the association determines that such an assessment is necessary to defray additional maintenance costs to the association of accommodating animals within the condominium. The association may also, without liability to the owner of the pet, remove or cause any animal to be removed from the condominium that it determines to be in violation of the restrictions imposed by this section. Any person who causes or permits any animal to be brought to or kept on the condominium property shall indemnify and hold the association harmless from any loss, damage, or liability that the association may sustain as a result of the presence of such animal on the condominium property.

i. *Recreational vehicles.* No recreational vehicles, boats, or trailers shall be parked or stored anywhere on the property, except within a unit's garage, with the garage door closed, without the written approval of the association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

j. *Occupancy limitations.* No more than 4 persons shall permanently occupy or reside in any two-bedroom unit, without the express prior written approval of the association. In the event that a violation of this restriction by a family in occupancy of a unit results from the birth or adoption of a child, or the marriage or remarriage of a family member, this restriction shall be suspended as to such family for a period of one year to provide such family a reasonable time to cure such violation or otherwise dispose of the unit.

k. *Satellite dishes.* A co-owner may install a satellite dish on the co-owner's unit, subject to reasonable prior written approval by the association as to size, location, color, and screening. To the extent required by applicable federal law, the association's regulations shall not unreasonably impair a co-owner's installation, maintenance, or use of the satellite dish.

l. *Application of restrictions.* Unless there is an election to arbitrate pursuant to these bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this section has occurred shall be submitted to the board, which shall conduct a hearing and render a decision in writing; the decision shall be binding upon all co-owners and other parties having an interest in the project.

m. *Use of common elements.* The general common elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the private drive(s) (except in the event of approved parties or receptions generating a need for off-site parking), and co-owners shall not personally use or obstruct any guest parking areas that may be located on the common elements of the project without the prior consent of the association. No co-owner shall in any way restrict access to any utility line or other area that must be accessible to service the common elements or that affects an association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any co-owner either in the co-owner's unit or upon the common elements that despoils the appearance of the condominium.

7.5 Zoning Compliance. In addition to the restrictions contained in this section, the use of any unit must satisfy the requirements of the zoning ordinances of the municipality in which the project is located in effect at the time of the contemplated use, unless a variance for such use is obtained from the municipality.

7.6 Rules of Conduct. Additional rules and regulations consistent with the act, the master deed, and these bylaws concerning the use of units and common elements may be promulgated and amended by the board. Copies of such rules and regulations must be furnished by the board to each co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60 percent or more of all co-owners in number and in value.

7.7 Enforcement by Developer. The project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the co-owners and all other persons interested in the condominium. If at any time the association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, the developer, or any person to whom it may assign this right may, at its option, elect to maintain, repair, and/or replace any common elements or to do any landscaping required by these bylaws and to charge the cost to the association as an expense of administration. 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 co-owner from any prohibited activity.

7.8 Co-owner Enforcement. An aggrieved co-owner will also be entitled to compel enforcement of the condominium documents by action for injunctive relief and/or damages against the association, its officers, or another co-owner in the project.

7.9 Remedies on Breach. In addition to the remedies granted by these bylaws for the collection of assessments, the association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this section, to enter the unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the co-owner of the unit will reimburse the association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this section will not constitute a waiver of the right of the association to enforce restrictions in the future.

7.10 Reserved Rights of Developer. The restrictions contained in this section shall not apply to the commercial activities of the developer during the development and sales period. The developer shall also have the right to maintain a sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and such access to, from, and over the property as may be reasonable to enable development and sale of the entire project.

7.11 Assignment and Succession. Any of the rights granted to or reserved by the developer in the condominium documents or by law may be assigned by it to any other entity or to the association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the developer and recorded in the public records of the county in which the project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the developer in the condominium documents.

Section 8 MORTGAGES

8.1 Notice to Association. Any co-owner who mortgages his condominium 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 shall, at the written request of a mortgagee of any such unit, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, give written notification to the mortgagee of any such condominium unit of any default by the co-owner of such condominium