

Oak Shores Condominium Association

Restrictions, Article VI

Section 1. No dwelling unit in the Condominium shall be used for other than residence purposes and the Common Elements shall be used only for purposes consistent with the use of residences.

Section 2. A co-owner may lease his dwelling unit for the same purposes set forth in Section 1 of this Article IV, provided that written approval of such lease transaction is obtained from the Board of Directors of the Association in the same manner required in sales transactions as specified in Section 20 of this Article VI. No rooms in any dwelling unit may be rented and no tenant shall be permitted to occupy except under a lease, the initial term of which is at least six (6) months, unless specifically approved in writing by the Association.

Section 3. No improper, unlawful or offensive activity shall be carried on in any dwelling unit or upon the Common Elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his dwelling 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 Co-owner will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 4. The Common Elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except in garages and as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times, and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics.

Section 5. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies and terraces, shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches, may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 6. No house trailers, commercial vehicles, boat trailers, boats, camping trailers, snowmobiles, snowmobile trailers or vehicles other than for personal transportation may be parked or stored upon the premises of the Condominium unless parked in garages, and then only if such use of a garage does not result in the displacement of automobiles from any garage to other parking places in the Condominium property. No motorcycles, motorbikes, motor scooters or snowmobiles (except as used for transport to and from the premises), provided, however, that this Section shall in no way limit the Association in the operation of any vehicles necessary to the performance of its responsibilities. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided unless while making deliveries or pickups in the normal course of business.)

Section 7. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 8. No advertising shall be displayed which is visible from the exterior of a dwelling unit or on the Common Elements, including but not limited to "For Rent" or "For Sale" signs, nor shall any advertising sticker, sign, light or any other device of any nature whatever be attached to the glass surface of any door or window of any dwelling unit.

Section 9. Each Co-owner shall maintain his dwelling unit and any limited Common Elements appurtenant thereto, in a safe, clean and sanitary condition. Each Co-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 elements in a dwelling unit which are appurtenant to any other dwelling unit. Each Co-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 family, guest, 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. Any costs or damages to the Association may be assessed to and collected from the Co-owner in the manner provided in Article II hereof.

Section 10. Owners and occupants of dwelling units shall exercise extreme care to minimize noises and in the use of musical instruments, radios, television sets and amplifiers, so as not to disturb the other persons occupying dwelling units.

Section 11. Garage doors shall be kept closed at all times except when necessary for ingress or egress into garages and during times of repair or work in garages.

Section 12. The Association or its duly authorized agents, shall have access to each dwelling unit from time to time during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacements of any of the common Elements.

Section 13. Reasonable regulations consistent with the Act, the Mater Deed and these By-Laws, 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 it's successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I of these By-Laws. All copies of such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in number and in value.

Section 14. Except for a transfer by gift or inheritance to a member of a Co-Owner's household, no Co-owner may dispose of a dwelling unit or any interest therein by sale or lease without written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

- (a) In the event a Co-owner desires to sell, rent or lease his dwelling unit, the Association shall have the option to purchase, rent, or lease said unit upon the same conditions as are offered by the Co-owner to any third person.
- (b) Should the Co-owner wish to sell, lease or rent his dwelling unit, he shall, before accepting any offer to purchase, sell, lease or rent his dwelling unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors.
- (c) The Board of Directors, within seven (7) days after receiving such notice, and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or, by written notice to be delivered to the Co-owner's dwelling unit (or mailed to the place designated by the dwelling unit owner in his notice), designate the Association, one or more persons

who are then Co-owners, or any person or persons satisfactory to the Board of Directors, who is willing to purchase, lease or rent upon the same terms as those specified in the Co-Owner's notice. The stated designee of the Board of Directors shall have five (5) days from the date of the notice sent by the Board of Directors to make a binding offer to buy, lease, or rent upon the same terms specified in the dwelling unit owner's notice. Thereupon, the dwelling unit owner shall accept such offer. Failure of the Board of Directors to designate such person or persons within said seven (7) day period, or failure of such person or persons to make such an offer within said five (5) day period, shall be deemed as a consent by the Board of Directors to the transaction specified in the dwelling unit owner's notice, and the dwelling unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within thirty (30) days after his notice was given.

- (d) In the event any sale or lease transaction is consummated between a Co-owner and any proposed purchaser or lessee upon any basis other than as disclosed to the Association, the Association shall then have the same rights to disapprove the transaction and to furnish a purchaser or lessee (notice of its rights are as expressed immediately above in subsections (a) and (b) of this Section 14), and such right to disapprove and furnish a purchaser shall expire twenty (20) days after the Directors of the Association receive knowledge at a Director's Meeting of the actual terms of the transaction, or one (1) year after consummation of the original transaction, whichever occurs first.
- (e) The liability of a Co-owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said dwelling unit as provided herein. Every purchaser, tenant, or lessee shall take subject to these By-Laws, the By-Laws of the Association, the Master Deed, as well as the provisions of the "Act".
- (f) This section shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any dwelling unit; nor shall this section apply to a subsequent sale by the holder of a first mortgage who has acquired title to a dwelling unit by purchase at a sale pursuant to foreclosure of the first mortgage held by it on such dwelling unit

Section 15. A Co-owner, including the Developer, desiring to rent or lease a condominium unit, shall disclose that fact in writing to the Association of Co-owners at least twenty-one (21) days before leasing the condominium unit and shall supply the Association of Co-owners with a copy of the exact lease form for its review for its compliance with the condominium documents. If Developer proposes to rent condominium units before the transitional control date, it shall notify each Co-owner in writing. Tenants or non-Co-owner occupants shall comply with all the conditions of the Condominium Documents of the condominium Project and all leases and rental agreements shall so state.

If the Association of Co-owners determines that the tenant or non-Co-owner occupant failed to comply with the conditions of the condominium Documents, the Association of Co-owners shall take the following action:

- (a) The Association of Co-owners shall notify the Co-owner by certified mail advising of the alleged violation by tenant.
- (b) Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association of Co-owners that a violation has not occurred.
- (c) If after fifteen (15) days the Association of Co-owners believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association in 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 set forth herein may be by summary proceeding or otherwise. The Association of Co-owners may hold both the tenant and the Co-owner liable for any damages caused by the co-owner or tenant in connection with the Condominium Unit.

When a Co-owner is in arrearage to the Association of Co-Owners for assessments, the Association of Co-owners may give written notice of the arrearage to a tenant occupying a Co-Owner's Condominium Unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association of Co-owners. The deductions shall not be a breach of the rental agreement or lease by the tenant.

Section 16. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and By-Laws as the same may be amended from time to time. During the construction and sales period, the Developer or its agent, are irrevocably authorized permitted and empowered to sell, lease or rent dwelling units to any purchaser or lessee on any terms and conditions as it shall deem appropriate. For the purposes of this section, the construction and sales period shall be deemed to continue so long as Developer owns any dwelling unit which he offers for sale. Until all dwelling units in the entire Condominium project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model dwelling unit, storage areas, reasonable parking incident to the foregoing, and such access to, from and over the project as may be reasonable to enable construction and sale of the entire project by Developer. During the construction and sales period, Developer shall have full right to utilize all or any portion of any dwelling unit for office and sales purposes or any other purposes reasonably incident to the development and sale of the project.