

BYLAWS OF
HARBOR RIDGE TOWN HOME CONDOMINIUM ASSOCIATION

Harbor Ridge Town Home Condominium Association ("Association") has been created and organized pursuant to the Condominium Declaration ("Declaration") which was recorded in the Office of the Recorder of Deeds of Erie County, Pennsylvania, and hereby adopts the following as the Bylaws of the Association effective _____, 2000.

ARTICLE I - GENERAL PROVISIONS

Section 1.1 - Definitions: The words and phrases used herein shall have the definitions given them by the Declaration pursuant to which these Bylaws have been adopted, unless herein specifically provided otherwise or unless the context clearly indicates otherwise.

Section 1.2 - Binding Effect and Construction: Every Unit Owner is legally bound by these Bylaws and shall comply with the terms and provisions hereof, irrespective of gender or number used. Section captions used in these Bylaws are only for the convenience of interested parties and do not define, limit or describe the scope or intent of these Bylaws.

Section 1.3 - Association Office: The office of the Condominium, the Association, and its Executive Board shall be at such place as is from time to time designated by the Executive Board, of which Unit Owners shall be notified. The initial office address is 4720 Wattsburg Road, Erie, PA 16504.

Section 1.4 - Notices: All notices, demands, bills, statements, proxies or other communications under these Bylaws (collectively "Notice") shall be in writing and shall be deemed to have been duly given if delivered personally to the addressee or to an adult member of his household or if sent by first class mail, postage prepaid. If the addressee is a Unit Owner, Notice shall be delivered to the address designated in writing by the Unit Owner and filed with the Association's Secretary, otherwise to the address of the Unit. If a Unit is owned by more than one person, each person may designate an address to which Notice may be delivered. If the addressee of such Notice is the Condominium, the Association or its Executive Board, such notice shall be delivered to the addressee at the address specified in Section 1.3 above, or such other office as may hereafter be designated by the Executive Board. Any Notice required by these Bylaws shall be given by the Secretary of the Association.

Section 1.5 - Third Party Contract Requirements: Any contract with third parties

obligating the Association shall be executed on behalf of the Association by two of its officers.

ARTICLE II - THE ASSOCIATION

Section 2.1 - How Constituted and Responsibility: The Association is an unincorporated association and consists of all Unit Owners acting as a group in accordance with the Act, the Declaration and these Bylaws. The Association is responsible for administering the Condominium, establishing the means of paying its Common Expenses and Shared Common Expenses, collecting necessary Monthly Assessments for Common Expenses, Shared Common Expenses and other charges, providing for management, and otherwise performing all acts required by or permitted to the Association under the Act and the Declaration. The Association shall act through its Executive Board and its Officers. One member of the Executive Board shall also be on the Executive Board of the Harbor Ridge Golf Community Executive Board.

Section 2.2 - Annual Meetings: The annual meetings of the Association shall be held on the third Thursday of May of each year at a time and place reasonably convenient to the Unit Owners fixed by the Executive Board, of which the Secretary of the Association shall give Unit Owners approximately twenty-one (21) days Notice. The members of the Executive Board who are then to be elected shall be elected by ballot of the Unit Owners at the Annual Meeting, and such other business as may properly come before the meeting may be transacted.

Section 2.3 - Special Meetings: A special meeting of the Association shall be called by the Executive Board on its own initiative or within thirty (30) days following receipt of a petition signed by Unit Owners entitled to cast at least 50% of the votes of the Association which may be cast, in which petition the purpose of the special meeting shall be specified. The Executive Board shall fix the date, time, place, and purpose of such special meeting and the Secretary of the Association shall give Unit Owners ten (10) days Notice thereof.

Section 2.4 - Proxies: A Unit Owner entitled to cast a vote at any meeting of the Association may, prior to any meeting, deliver to the Secretary of the Association a proxy executed and dated by the Unit Owner wherein he designates either the Secretary or another Unit Owner as his proxy to vote. No proxy shall be valid for any period longer than thirty (30) days from its date. Any proxy shall be deemed to be revoked if prior to the appointed time of any meeting the Secretary shall receive a proxy revocation Notice, or if the Unit Owner executing any proxy shall personally appear at the meeting for which a proxy was given.

Section 2.5 - Quorums: Adjourned Meetings: The presence in person or by proxy of 33% or more of Unit Owners entitled to cast a vote at such meeting shall constitute a quorum at any meeting. If a quorum is not present, the President or person presiding shall adjourn the meeting for one week and shall give further Notice as is best

calculated to cause the attendance in person or by proxy of those Unit Owners entitled to cast votes at meetings of the Association. At any such adjourned meeting, a quorum shall consist of as many Unit Owners as there are at that meeting.

ARTICLE III - EXECUTIVE BOARD

Section 3.1 - Functions: The Executive Board shall act on behalf of the Association. The Executive Board is authorized to adopt and promulgate Rules and Regulations consistent with these Bylaws, the Declaration and the Act.

Section 3.2 - Number and Qualifications: The Executive Board shall consist of two (2) directors during the period of control by the Declarant. Within sixty (60) days after the Declarant conveys 25% of the planned Units to third persons, the number of the directors shall be increased to three (3) and at least one (1) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Within sixty (60) days after the Declarant conveys 50% of the planned Units to third persons, the number of directors shall increase to five (5) and two (2) of the members of the Executive Board shall be elected by the Unit Owners other than the Declarant.

Section 3.3 - Election and Term of Office: The Executive Board members shall hold office for a term of three (3) years and until the election of his successor by the Association. An Executive Board Member may succeed himself. Nominations for election as an Executive Board Member shall be received at each annual meeting of the Association beginning in 2000 or sixty (60) days following the sale of 25% of the planned Units by the Declarant, whichever comes first. Any Unit Owner desiring to be nominated may give Notice to the Secretary of the Association, and the Secretary shall, in giving Notice to Unit Owners of the annual meeting of the Association, advise other Unit Owners of the Unit Owner's desire to be nominated.

Section 3.4 - Vacancies: An Executive Board Member shall be deemed to have vacated his office upon his resignation, the transfer of title to his Unit, his death, his adjudication as incompetent, or his removal for cause by vote, at any annual or special meeting of the Association, of a majority of all Unit Owners of the Association present in person or by proxy at such meeting. If a vacancy shall occur on the Executive Board, the remaining Executive Board Members shall select a qualified person to fill that vacancy and hold that office for the unexpired term of the Executive Board Member who has vacated his office. The members of the Association shall fill any vacancy at the next annual or special meeting.

Section 3.5 - Meetings, Quorums and Actions: The Executive Board shall meet regularly at least once quarter-annually in accordance with a schedule designating meeting dates, times and places prepared each year and distributed to all Executive Board Members and all Unit Owners. Special meetings of the Executive Board shall be held at the request of any Executive Board Member following reasonable Notice to all Executive Board Members. Fifty percent of the Executive Board's number of Members

under these Bylaws shall constitute a quorum for the transaction of business at any meeting. Any action required or permitted to be taken by the Executive Board at any meeting may be taken without such meeting if all Executive Board Members shall consent to such action in writing. All proceedings and actions of the Executive Board shall be recorded in a minute book maintained by the Secretary of the Association. Every Unit Owner shall be entitled to attend any meeting of the Executive Board, but shall not participate therein except with the consent of all Executive Board Members in attendance. No Unit Owner who is not an Executive Board Member shall be entitled to vote on any matter before the Executive Board. All records and proceedings of the Executive Board shall be the property of the Association and shall be available at reasonable times for inspection and copying by Unit Owners of the Association.

Section 3.6 - Compensation: An Executive Board Member may be compensated by the Association for his services. An Executive Board Member may be reimbursed for actual expenses incurred for the Association upon approval of his request by the Executive Board.

ARTICLE IV - OFFICERS

Section 4.1 - Offices, Qualifications and Terms: The officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be Executive Board Members and all of whom shall be elected by the Executive Board at that regular meeting of the Executive Board which first follows the annual meeting of the Association. The Executive Board may provide for the offices of Assistant Secretary and Assistant Treasurer. An officer may hold more than one office, except that the President may not also hold the office of Secretary. All officers shall hold their respective offices for a term of one (1) year and at the pleasure of the Executive Board. The Executive Board may remove any officer from his office at any time and immediately elect his successor.

Section 4.2 - President: The President shall preside at meetings of the Executive Board and of the Association and shall have, subject to the Act, the Declaration and these Bylaws, all power as is generally incident to the president of a Pennsylvania corporation or generally reserved to the Chair under recognized parliamentary procedure.

Section 4.3 - Vice President: The Vice President shall perform the duties and exercise the power of the President in the absence of the President.

Section 4.4 - Secretary: The Secretary shall record and maintain a record of all actions and proceedings of the Association and of the Executive Board and shall do

and perform all acts, including issuing any statements or certificates as may be permitted or required under the Act, the Declaration and these Bylaws.

Section 4.5 - Treasurer: The Treasurer shall be responsible for the actual receipt, maintenance, investment, and expenditure of funds of the Association, pursuant to procedures established by the Executive Board. All funds received by the Treasurer shall be deposited promptly in an account in the name of the Association at a bank in Erie County, Pennsylvania, specified by the Executive Board. No funds shall be withdrawn from the account without a check, signed by the Treasurer and one other officer of the Association. The Executive Board, at the Association's cost and expense, may require the Treasurer to give his bond with corporate surety in such amount as the

Executive Board may determine, conditioned upon the Treasurer's faithful performance of the duties of the office.

Section 4.6 - Compensation: Officers of the Association may be compensated for the performance of their duties if so determined by the Executive Board. Any officer shall be reimbursed for actual expenses incurred for the Association.

Section 4.7 - Limited Liability of the Executive Board: The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust, or sane which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or form any other place unless in each such instance the injury or damage has been caused by the willful misconduct of the Executive Board;

(b) Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct;

(c) Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument, or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to a Unit Owner, or such Unit Owner's family members, tenants, employees, or guests, for loss or damage by theft of or damage to personal property left by such Unit Owner or his family members, tenants, employees, or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct;

(e) Shall have no personal liability in tort to a Unit Owner or any other person or entity directly or imputed, by virtue of an act performed by or for them, except for the Executive Board members' own willful misconduct in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct.

Section 4.8 - Indemnification of Members of the Executive Board and Officers: Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon the member in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer, or both at the time such expenses are incurred, except in cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties. In the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining) approves the settlement and reimbursement as being in the best interest of the Association. Indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Paragraph shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. This right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 4.9 - Defense of Claims: Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written Notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages of Units shall have no right to participate in such defense other than through the Association.

Section 4.10 - Insurance: The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 4.8 above, if and to the extent available.

ARTICLE V - INSURANCE

Section 5.1 - Insurance Carried by Association: The Executive Board shall procure and continuously maintain for the Association and as a Common Expense of Unit Owners of the Association, to the extent reasonably available, insurance as provided for by §3312 of the Act, of which the following is a reasonable and substantial restatement for the benefit of Unit Owners:

(a) Property insurance on the Common Elements and Units, exclusive of improvements and betterments installed in Units by Unit Owners, insuring against all risks of direct physical loss commonly insured against, the total amount of which after application of any deductibles shall be not less than 100% of the actual cash value of the insured property exclusive of land, excavations, foundations and other items normally excluded from property policies;

(b) Comprehensive general liability insurance, including medical payments insurance, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, in an amount the Executive Board determines; and

(c) Such other insurance as may be required or permitted by the Declaration or these Bylaws or deemed necessary in the judgment of the Executive Board to protect the Association or the Unit Owners.

Any policy or contract of insurance procured pursuant to the above must provide that:

(a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or his membership in the Association;

(b) The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household;

(c) No act or omission by any Unit Owner, unless acting within the scope of his authority for or otherwise on behalf of the Association, will void the policy or be a condition to recovery under it;

(d) If, at the time of a loss under the policy procured by the Executive Board, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the policy procured by the Executive Board is primary insurance not contributing with the other insurance; and

(e) The policy procured by the Executive Board may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner, and each Unit Mortgagee to whom a certificate of insurance as contemplated by the next sentence has been issued.

Any insurer that has issued an insurance policy or contract under this section

shall be required to issue certificates or memoranda of insurance to the Association and, upon request of the Executive Board, to any Unit Owner or Unit Mortgagee.

Section 5.2 - Property Insurance Proceeds and Disposition:

(a) Any loss covered by a property insurance policy procured by the Executive Board shall be adjusted with the Executive Board acting for the Association and not to any Unit Owner or mortgagee of a Unit Owner. The Executive Board of the Association shall hold any insurance proceeds in trust for the Unit Owners and their respective Permitted Mortgagees as their interests may appear. Subject to the provisions of subparagraph (b) of this section, loss proceeds from property insurance shall be disbursed by the Executive Board first for the repair or restoration of the damaged Common Elements and Units. Unit Owners and Unit Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Condominium is terminated.

(b) Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Executive Board on behalf of the Association unless (i) the Condominium is terminated pursuant to §3220 of the Act, or (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) 80% of the Units Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of property insurance proceeds and any reserves then established shall be a Common Expense. If the entire Condominium is not repaired or replaced, then (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed, subject to right of Unit Mortgagees, to the Unit Owners of those Units and the Units to which the Limited Common Elements were assigned; and (iii) the remainder of the proceeds shall be distributed to all Unit Owners in proportion to their interests in the Common Elements. If the Unit Owners vote not to rebuild any Unit, that Unit's entire Common Element interest, votes in the Association, and Common Expense liability are automatically reallocated as if the Unit had been condemned under §3107(a) of the Act, and the Association shall immediately prepare, execute and record an Amended Declaration reflecting the reallocations. Notwithstanding the foregoing, §3220 of the Act shall govern the distribution of insurance proceeds if the Condominium is terminated.

Section 5.3 - Unit Owner Insurance: Any Unit Owner may obtain insurance for his own benefit at his own personal expense. Except as such contents of and personal property within a Unit shall be insured by property insurance procured pursuant to

Section 5.1 of this Article, the Association shall have no responsibility for insuring the personal property of a Unit Owner or the contents of his Unit.

ARTICLE VI - FINANCIAL MATTERS

Section 6.1 - Fiscal Year: The fiscal year of the Association shall end on December 31 of each year.

Section 6.2 - Preparation and Approval of Budget: On or before November 1 in each year (except 2000) the Executive Board shall approve and adopt a Budget for the Association, in reasonable detail for the following year. Such Budget shall contain the Executive Board's best estimate of the total amount of money necessary to pay all Common Expenses and Shared Common Expenses, including but not limited to capital expenditures, all costs of Condominium operation, maintenance and repair and replacement of Common Elements, Shared Elements and Limited Common Elements, money for wages, services, materials, and supplies, and insurance premiums which are Common Expenses or Shared Common Expense under the Act, the Declaration, these Bylaws or pursuant to a decision of the Executive Board. In considering the total amount of money necessary to pay the Common Expenses and Shared Common Expense, the Executive Board shall also estimate money necessary to provide working capital, a general operating reserve and a reserve for unanticipated contingencies, including Common Element, Shared Element and Limited Common Element replacement. Immediately upon approval and adoption of the Budget, the Executive Committee shall cause the Secretary to furnish a copy to each Unit Owner with Notice that it shall be effective as of January 1 of the following year and that it shall serve as the basis for each Unit Owner's Monthly Assessments for that year. For thirty (30) days following the Executive Board's adoption of the Budget, the Unit Owners at any regular or special meeting convened for that purpose may, by vote of 67% or greater of all Unit Owners entitled to cast a vote, reject the Budget and cause the Executive Board to immediately consider, approve, adopt and submit to the Unit Owners a Revised Budget.

Section 6.3 - Budget Revision: In the event the Budget shall be rejected by the Unit Owners as provided for in Section 6.2, or in the event that the actual costs of operation of the Association are expected to exceed, in the aggregate, the budgeted Common Expense and Shared Common Expense of the Association, the Executive Board shall immediately meet and consider, approve and adopted a Revised Budget, copies of which shall be distributed to the Unit Owners by the Secretary of the Association.

Section 6.4 - Failure to Budget: The failure of the Executive Board to cause an approved and adopted Budget or Revised Budget to be distributed to Unit Owners shall

not render any adopted Budget ineffective. The failure or delay of the Executive Board to consider, approve and adopt a Budget or a Revised Budget for any year shall not constitute a waiver or release of any Unit Owner's liability for the payment of Common Expenses and Shared Common Expenses allocable to his Unit whenever such Common Expenses and Shared Common Expenses shall be determined. In the absence of an approved Budget or Revised Budget for the year, each unit Owner shall continue to pay the Monthly Assessment at the rate established for the prior year plus five percent (5%) until a Revised Budget has been adopted and becomes effective. The Executive Board may not expend, cause to be expended or commit to the expenditure of any money which will cause the Budgeted Common Expenses or Budgeted Shared Common Expenses of the Association for the year to increase to an amount in excess of 110% of such Budgeted Common Expenses and Budgeted Shared Common Expenses without its immediate consideration and adoption of a Revised Budget.

Section 6.5 - Assessment of Common Expenses: The Executive Board shall, consistent with the Budget, calculate the Monthly Assessment for Common Expense and Shared Common Expenses against each Unit for the fiscal year. Such calculations shall be made for Common Expenses and Shared Common Expenses of both Common Elements, Shared Elements and Limited Common Elements. The Monthly Assessment for Common Expenses and Shared Common Expenses against each Unit and its Common Element and Limited interest shall be calculated as follows:

(a) Determine the total amount of money budgeted for all Common Expenses, Shared Common Expenses and Limited Common Expense of the Condominium for the year.

(b) Subtract from the sum determined in subparagraph (a), any income expected to be received by the Association for the year from sources other than all Monthly Assessments for Common Expenses and Shared Common Expenses.

(c) Multiply the difference obtained in subparagraph (b) by the percentage interest allocable to each Unit by Paragraph 4(b) of the Declaration.

(d) Divide the amount obtained in subparagraph (c) by 12.

(e) The result obtained in subparagraph (d) shall be the Monthly Assessment for Common Expenses and Shared Common Expenses for each Unit assessed, and its Common Element, Shared Element and Limited Common Element interest.

Section 6.6 - Payment of Common Expenses: The Executive Board shall cause a Unit Owner's Monthly Assessment for Common Expenses and Shared Common Expenses to be furnished to each Unit Owner five (5) days prior to the first day of the month for which the Monthly Assessment shall be made, but any failure to furnish the Monthly Assessment to the Unit Owner shall not relieve the Unit Owner from liability for its payment. A Monthly Assessment for Common Expenses and Shared Common Expenses is the personal liability of each Unit Owner and is due and payable on the first (1st) day of the month for which it is made, and shall constitute a lien (subordinate to any Permitted Mortgage) on the Unit for which it is made. The lien shall have priority and other characteristics as is explicitly provided for by §3315 of the Act. Any Monthly Assessment for Common Expenses or Shared Common Expenses not paid on or prior to the sixth (6th) day of the month for which due, shall incur a late charge of ten percent (10%) of the overdue Monthly Assessment. Any Monthly Assessment for Common Expenses or Shared Common Expenses not paid on or prior to the fifteenth (15th) day of the month for which due, shall bear interest at the rate of fifteen percent (15%) per annum until paid. The delinquent Unit Owner shall be obligated to pay all expenses of the Executive Board, including reasonable attorney's fees, incurred in connection with collecting the delinquent assessments by legal proceedings or otherwise. In addition, the delinquent Unit Owner shall be liable to pay any amounts that the Association has had to pay to protect its lien including, but not limited to, principal and interest on a Permitted Mortgage and taxes.

Section 6.7 - Unpaid Assessments: Any unpaid assessments which cannot be collected from a Unit Owner may be reassessed by the Executive Board as a Common Expense and Shared Common Expense to be collected from all of the Unit Owners. Upon the voluntary sale of the Unit against which there is an unpaid assessment, the grantee of the Unit shall be jointly and severally liable with the Unit Owner for all unpaid assessments for Common Expenses and Shared Common Expenses which are charged against the Unit as of the date of the sale.

Section 6.8 - Effects of Unit Transfer: Monthly Assessments for Common Expenses and Shared Common Expenses shall not be construed by any Unit Owner or transferee of a Unit as an assessment made for the fiscal year which is payable in monthly installments. Any transferee of a Unit may, prior to the transfer of the Unit, request the Executive Board to certify to him any unpaid Monthly Assessments for Common Expenses and Shared Common Expenses, and may rely on any certificate so provided. If a transferee of a Unit shall fail to request such statement, the transferee and the transferor Unit Owner shall be jointly and severally liable for the payment of any unpaid Monthly Assessments for Common Expenses and Shared Common Expenses.

Section 6.9 - Working Capital Fund: Upon the initial transfer of title from the Declarant to the Unit Owner, the Unit Owner shall pay an amount equal to two (2) months of the estimated Common Expense and Shared Common Expense liability, which amount shall be deposited into a working capital fund administered by the Executive Board of the Association. The Unit Owner shall not be entitled to a refund of the amounts so paid upon the sale or transfer of his Unit.

ARTICLE VII - COMPLIANCE

Section 7.1 - General Rules: Each Unit Owner shall be governed by and shall comply with the provisions of the Act, the Declaration, these Bylaws and any Rules and Regulations promulgated by the Executive Committee. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement required for the Condominium and caused by his willful, careless or negligent act, or the willful, careless or negligent act of his family members, tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association.

Section 7.2 - Remedies of the Association: If a Unit Owner violates Section 7.1 of this Article, the Executive Board may take such action as it deems necessary to abate the violation, including, but not limited to, suit at law or in equity, and to recover all costs and reasonable attorney's fees from the Unit Owner. The failure of the Executive Board to initiate proceedings to abate the violation may not be construed as a waiver on the part of the Association, the Executive Board, or any other Unit Owner, of any right to seek abatement of the violation.

Section 7.3 - Certain Assessments: If any Unit Owner fails to pay when due any damages, costs and reasonable attorney's fees due the Association on account of his violation of this Article, the amount due shall constitute an assessment against the Unit of the same character as the Monthly Assessment for Common Expenses and Shared Common Expenses and Sections 6.5 and 6.6 of these Bylaws shall be applicable to it.

ARTICLE VIII - AMENDMENTS/CONSTRUCTION

Section 8.1 - General: These Bylaws may be amended or modified by vote of Unit Owners entitled to cast 67% or greater of the votes of the Association. During Declarant's control of the Association, these Bylaws may not be amended without Declarant's written consent. Any amendment to these Bylaws shall be prepared, executed, certified and recorded by the President and the Secretary.

Section 8.2 - Submission of Amendments by Unit Owners: Any Unit Owner proposing amendments to these Bylaws shall submit the amendments to the Executive Board for its consideration and recommendation to the Association.

Section 8.3 - Construction of Bylaws: These Bylaws shall not be construed to grant or impose any rights, powers, duties or obligations upon the Association or the Executive Board which are greater than permitted by the Act. Except as otherwise provided in these Bylaws, the Declaration and/or the Rules and Regulations, or, in instances where these Bylaws, the Declaration and/or the Rules and Regulations are silent on any particular matter covered by the Act, the rights, powers, duties and obligations of the Association, the Executive Board and/or any Unit Owner shall be governed by the Act. To the extent that any provision(s) of these Bylaws, the Declaration and/or the Rules and Regulations conflict with, are inconsistent with or contradict any provision(s) of the Act, the provision(s) of the Act shall control over such conflicting, inconsistent or contradictory provision(s).