BYLAWS
OF
FAIRWAY COMMONS CONDOMINIUM ASSOCIATION

ARTICLE I

GENERAL PROVISIONS

A. Applicability. These Bylaws provide for the governance of the Fairway Commons Condominium Association (the "**Association**") pursuant to the requirements of Article 3 of the Maine Condominium Act (the "**Act**") of Title 33, Chapter 31 of the Maine Revised Statutes Annotated of 1964, as amended, for Fairway Commons Condominium, created under the Declaration of Fairway Commons Condominium dated _____ __, 202__ (the "**Declaration**"), to be recorded at the Cumberland County Registry of Deeds. All unit owners, mortgagees, lessees and occupants of the units are subject to these Bylaws.

B. Office. The office of the Association and the Executive Board shall be located at the Condominium or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II

THE ASSOCIATION

A. Membership. The Association shall consist exclusively of all of the unit owners or, following termination of the Condominium, of all former unit owners entitled to distributions of proceeds under Section 1602-118 of the Act, or their heirs, successors or assigns, acting as a group in accordance with the Act, the Declaration and these Bylaws. The owner or owners of each unit shall be entitled to one (1) vote per unit in the Association. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a unit owner shall terminate upon the conveyance, transfer or other disposition of her/his interest in the unit, whereupon her/his membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable.

B. Responsibility. The Association shall have the responsibility of administering the Condominium, maintaining and repairing the Common Elements and Limited Common Elements of the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board as more particularly set forth in these Bylaws.

C. Annual Meetings. The annual meetings of the Association shall be held on the first Wednesday of September of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding day that is not a holiday. At annual meetings, the Executive Board shall be elected by ballot of the unit owners in accordance with the requirements of Article III.C of these Bylaws (subject to the provisions of the Declaration) and such other business as may properly come before the meeting may be transacted.

D. Place of Meetings. Meetings of the Association shall be held at the Condominium or at such other suitable place convenient to the unit owners as may be designated by the Executive Board.

E. Special Meetings. The President or Secretary shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by unit owners holding at least thirty percent (30%) of the votes in the Association.

F. Notice of Meetings. The Secretary shall give to each unit owner a written notice of each annual, regularly scheduled or special meeting of the Association at least ten (10), but not more than sixty (60) days, prior to such meeting. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove a member of the Executive Board or officer. The giving of a notice of meeting shall be in the manner provided for in Article IX.A of these Bylaws.

G. Quorum. Except as set forth above, the presence in person or by proxy of unit owners holding more than fifty percent (50%) of the votes in the Association at the commencement of a meeting shall constitute a quorum at all meetings of the Association. If a meeting is adjourned pursuant to Article II-I below, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons holding more than fifty percent (50%) of the votes in the Association are present in person or by proxy at the beginning of the meeting.

H. Voting. Voting at all meetings of the Association shall be on the basis of one (1) vote per unit. If the unit owner is a corporation, joint venture, partnership or unincorporated association, the person who shall be entitled to cast the vote for such unit shall be the person named in a certificate executed by such entity pursuant to its governing documents. If the unit owner is a trust, the trustee or trustees shall be deemed to be the owner for voting purposes. Where the ownership of a unit is in more than one person, the person who shall be entitled to cast the vote of such unit shall be the person named in a certificate executed by all of the owners of such unit and filed with the Secretary, or in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such unit shall be the person owning such unit who is present. If more than one person owning such unit is present, then such vote shall be cast only in accordance with the agreement of a majority in interest of the owners pursuant to Section 1603-110(a) of the Act. There shall be deemed to be majority agreement if any one of the multiple owners casts the vote allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of the Act, wherever the approval or disapproval of a unit owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, the vote of unit owners holding more than fifty percent (50%) of the votes present at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. No votes allocated to a unit owned by the Association may be cast. There shall be no cumulative or class voting.

I. Proxies. Votes allocated to a unit may be cast pursuant to a proxy duly executed by a unit owner. If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by other owners of the unit through a duly executed proxy. A unit owner may not revoke a proxy given pursuant to this Section, except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven (11) months after its date, unless it specifies a shorter term.

J. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, the unit owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to such time after the time for which the original meeting was called as they shall agree.

K. Conduct of Meetings. The President (or in her/his absence, the Secretary) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring at such meeting.

L. Powers. The Association shall have all powers provided to such associations by law and by the Act, including, without limitation, the power to:

(1) Adopt and amend these Bylaws and rules and regulations regarding the Condominium (the "Rules and Regulations");

(2) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from unit owners;

(3) Hire and terminate managing agents and other employees, agents and independent contractors;

(4) Institute, defend or intervene in litigation or administrative proceedings in its own name on matters affecting the Condominium;

(5) Make contracts and incur liabilities;

(6) Regulate the use, maintenance, repair, replacement and modification of Common Elements, except as set forth in the Declaration;

(7) Cause additional improvements to be made as a part of the Common Elements, except as set forth in the Declaration;

(8) Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, provided that Common Elements may be conveyed or subjected to a security interest only pursuant to Section 1603-112 of the Act;

(9) Grant easements, leases, licenses and concessions through or over the Common Elements;

(10) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association;

(11) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;

(12) Provide for the indemnification of its officers and Executive Board and maintain liability insurance for them;

(13) Operate, maintain and repair the Common Elements and the Limited Common Elements except as set forth in the Declaration;

(14) Exercise any other powers conferred by the Declaration;

(15) Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association; and

(16) Exercise any other powers necessary and proper for the governance and operation of the Association and the Condominium.

ARTICLE III

EXECUTIVE BOARD

A. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. During the Declarant Control Period (as that term is defined in the Declaration), the Executive Board shall be composed of three (3) directors. The directors of the Executive Board may be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. Upon the expiration of the Declarant Control Period, the Executive Board shall be composed of five (5) directors, who shall be appointed by vote of the unit owners.

B. Powers. The Executive Board may act on behalf of the Association and exercise any powers of the Association described in Articles II through V of the Bylaws except as provided for in the Declaration and the Act (including, without limitation, Section 1603-103(b)).

C. Term of Office. The term of office of any Executive Board member to be elected (except as set forth herein) shall be fixed at three (3) years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors, their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed her/himself.

D. Removal or Resignation of Members of the Executive Board. At any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by a majority of votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any unit owner proposing removal of a Board member shall give notice thereof to the Secretary. Any Board member whose removal has been proposed by a unit owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and, if he is a unit owner shall be deemed to have resigned upon transfer of title to her/his unit.

E. Vacancies. Vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the unit owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled.

F. Regular Meetings. Regular meetings of the Executive Board shall be held on a regular basis at such time and place as shall be determined from time to time by a majority of the Executive Board members. Notice of regular meetings of the Executive Board shall be given to each Executive Board member, by mail or hand delivery, at least seven (7) days prior to the day named for such meeting.

G. Special Meetings. Special meetings of the Executive Board may be called by the President on at least five (5) days' notice to each Board member, given by mail or hand delivery, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

H. Waiver of Notice. Any Executive Board member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Executive Board member at any meeting of the Executive Board shall constitute a waiver of notice by her/him of the time, place and purpose of such meeting. If all Executive Board members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the Executive Board members shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

I. Quorum of the Executive Board. At all meetings of the Executive Board, the participation of at least three (3) Executive Board members shall constitute a quorum for the transaction of business, and the votes of a majority of the Executive Board members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, the Executive Board members present must adjourn the meeting to a later time. At any reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

J. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of her/his duties; provided, however, that all such expenses must be authorized in advance by the Executive Board.

K. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and all transactions and proceedings occurring at such meetings.

ARTICLE IV

OFFICERS

A. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer. The officers shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Secretary shall be unit owners and members of the Executive Board. Any other officers may, but need not be, unit owners or members of the Executive Board. An officer other than the President may hold more than one office.

B. Election of Officers. The officers of the Association shall be elected annually by a majority of all the Executive Board members at a regular meeting of the Executive Board and shall hold office at the pleasure of the Executive Board.

C. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

D. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Executive Board.

E. Secretary. The Secretary shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President, nor the Secretary, is able to act, the Executive Board shall appoint some other member of the Executive Board to act in the place of the President, on an interim basis. The Secretary shall also perform such other duties as shall from time to time be delegated or assigned him/her by the Executive Board or by the President. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, and have charge of such books and papers as the Executive Board may direct.

F. Treasurer. The Treasurer shall be responsible for financial and fiscal matters and shall maintain all books, records, ledgers, and checking accounts relative thereto. The Treasurer need not be a unit owner.

ARTICLE V

COMMON EXPENSES AND BUDGETS

A. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board.

B. Preparation and Approval of Budget. On or before the first day of November of each year (or sixty (60) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium and the rendering to the unit owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The budget shall segregate and allocate Limited Common Expenses among applicable unit owners. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Executive Board shall provide a summary of the budget to all the unit owners, and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than fourteen (14), nor more than thirty (30) days, after mailing of the summary. Unless at the ratification meeting, unit owners holding fifty-one percent (51%) of the votes in the Association reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Executive Board. The budget shall constitute the basis for determining each unit owners' assessments for Common Expenses and Limited Common Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Article V.C(6) below. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

C. Assessment and Payment of Common Expenses.

(1) Common Expenses. The Executive Board shall calculate the monthly assessments for Common Expenses against each unit by multiplying the total amount of the estimated funds required for the operation of the Condominium set forth in the budget adopted by the Executive Board for the fiscal year in question and dividing the resultant product by the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis, and not on an annual basis, payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each unit owner's unit as provided in the Act and Declaration. The assessments shall be made no later than thirty (30) days after the budget is adopted, except that the first assessment shall be made no later than sixty (60) days after the first conveyance of a unit to a Purchaser. Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each unit owner and to each record holder of a mortgage on a unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year, less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine, shall be equally assessed promptly against the unit owners and shall be payable in one or more monthly assessments, as the Executive Board may determine.

(2) Limited Common Expenses. Limited Common Expenses are those Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element and shall be assessed against the unit or units to which that Limited Common Element has been assigned, except as otherwise provided in the Declaration.

(3) Reserves. The Association shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any unit owner's assessments, the Executive Board may at any time levy further assessments for Common Expenses which shall be assessed equally against the unit owners and shall be payable in one or more monthly assessments as the Executive Board may determine.

(4) Further Assessments. The Executive Board shall serve notice on all unit owners of any further assessments as permitted or required by the Act. The further assessments shall, unless otherwise specified in the notice, become effective with the next monthly assessment which is due more than ten (10) days after the delivery of such notice of further assessments. All unit owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Sections.

(5) Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the unit during such period as is provided in Article V.C above.

(6) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a unit owner's obligation to pay her/his allocated share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each unit owner shall continue to pay each monthly assessment

at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

(7) Accounts and Audits. All sums collected by the Executive Board with respect to assessments against the unit owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices.

(8) Limitations on Expenditure and Borrowing. The power of the Executive Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the requirement that the consent of unit owners holding at least fifty-one (51%) percent of the votes in the Association obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, or the unanimous written consent of unit owners holding all of the votes in the Association shall be required to: (a) expend funds or incur expenses that it is reasonably anticipated will cause the aggregate amount of actual expenses (including reserves) to exceed the approved budget by more than ten percent (10%) after taking into account any projected increase in income; and (b) to borrow money.

(9) Payment of Common Expenses. Each unit owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of this Article V. No unit owner may exempt herself or himself from liability for her or his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of her/his unit. No unit owner shall be liable for the payment of any part of the Common Expenses assessed against her/his unit subsequent to the date of recordation of a conveyance by her/him in fee of such unit. All assessments against a unit shall be the personal obligation of the owner of that unit at the time the assessment becomes due, and liability for such assessments shall not pass to the purchaser of the unit unless the purchaser agrees to assume the obligation. Any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling unit owner within five (5) days following a written request therefor to the Executive Board. Such purchaser shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in such statements. Subject to the Act, each record holder of a mortgage on a unit who comes into possession of a unit by virtue of foreclosure or any purchaser at a foreclosure sale, shall take the unit free of any claims for unpaid assessments or charges against such unit which accrue prior to the time such holder comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit.

(10) Lien for Assessments. The total monthly assessment levied against each unit for Common Expenses, including Limited Common Expenses, revised Common Expenses including Limited Common Expenses, or any special assessment, and any other sums duly levied against the unit pursuant to the Declaration, these Bylaws or the Act, all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof and fines, penalties and fees as provided in the Declaration or these Bylaws shall constitute the personal liability of the Owner of the unit so assessed and also shall, until fully paid, constitute a lien against the unit in favor of the Association from the date upon which such assessment or other such sum becomes due as provided in Section 1603-116 of the Act. Such lien shall, with respect to monthly assessments and revised monthly assessments, be effective on the first day of each month as to the full amount of the monthly assessment or revised monthly assessment, and, as to special assessments and other sums duly levied including Limited Common Expenses assessed against unit owners for maintenance repair or replacement of a Limited Common Element, on the first

day of the next month which begins more than ten (10) days after delivery to the unit owner of notice of such special assessment or levy. Such lien is prior to all other liens and encumbrances on a unit except: (a) liens and encumbrances recorded before the recordation of this Declaration; (b) a first mortgage recorded before or after the date which the assessments sought to be enforced becomes delinquent; and (c) liens for real estate taxes and other governmental assessments or charges against the units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4561 and 18-A M.R.S.A. Sections 2-201, et. seq., as they or their equivalents may be amended or modified from time to time. The Association may impose an interest penalty for any payment for an assessment which is more than ten (10) days late.

(11) Statement of Common Expenses. The Executive Board shall promptly provide any unit owner, contract purchaser or proposed mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from each unit owner as required by the Act, or the resale certificate and documents required by the terms of the Act.

(12) Mortgage Liability. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues accrued before the acquisition of the title to the unit by the mortgagee.

ARTICLE VI

COMPLIANCE AND DEFAULT

Each unit owner shall be governed by, and shall comply with all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time.

A. Actions by Owners. No unit owner shall have the right to object, challenge, commence any suit at law or in equity or take any other action against the Association or other unit owner(s) under any act, power or authority now in force or hereafter to be enacted, except after following such procedures as are established in the Declaration and as may be established by the Executive Board by rule or regulation consistent with the provisions of the Declaration.

B. Actions by Association. Subject to prior compliance with the procedures established in Article VI.A hereof, the failure of a unit owner to comply with the Declaration, these Bylaws and the Rules and Regulations (if any) shall entitle the Association and Executive Board to the remedies provided herein, in the Declaration and in the Act, none of which shall be exclusive of any other remedies.

C. Suits. Failure to comply with the terms of the Declaration, By-Laws and the Rules and Regulations (if any), as the same may be amended from time to time, shall entitle the Association or any aggrieved unit owner, subject to the dispute resolution provisions of the Declaration, to sue for the recovery of damages or for injunctive relief, or both. Such relief shall not be exclusive of other remedies provided by law.

D. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, Bylaws or Rules and Regulations (if any), the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees.

ARTICLE VII

AMENDMENTS

A. Amendments to Bylaws. These Bylaws may be modified or amended only by vote of unit owners holding at least sixty-seven percent (67%) of the votes in the Association, except as otherwise expressly set forth herein or in the Act.

B. Approval of Mortgagees. The Declaration contains provisions concerning various rights and interests of record holders of mortgages on units. Such provisions are to be construed as covenants for the protection of such holders on which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of the Declaration or these Bylaws impairing or affecting such rights, priorities, remedies or interests of such a holder shall be adopted without the prior written consent of such holders who have registered an address with the Secretary.

C. Amendments to the Declaration. Any two officers or Executive Board members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE VIII

INSURANCE

A. Policies. The Association shall purchase, for the benefit of itself and the unit owners, those policies of insurance required by the Act and shall cause all such policies of insurance to remain in effect at all times.

ARTICLE IX

MISCELLANEOUS

A. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by certified mail, return receipt requested, postage prepaid: (i) if to a unit owner, at the address of the unit owner; or (ii) if to the Association or the Executive Board, at such address as shall be designated by notice in writing to the unit owners pursuant to this Section. If a unit is owned by more than one Person, each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

B. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Date Adopted: _____ __, 202___.