

person other than the Association as designee, pursuant to the provisions of said Article XI., without having to obtain the consent of the membership thereto. The Board of Directors shall have the further right to designate the Association as being "willing to purchase, lease or rent," upon the proposed terms upon adoption of a resolution by the Board of Directors recommending such purchase or leasing to the membership, but not withstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease, except upon the authorization and approval of the affirmative vote of the voting members casting not less than sixty percent (60%) of the total votes of the unit owners present at any regular or special meeting of the unit owners wherein said matter is voted upon. The provisions of Article XI. of the Declaration of Condominium to which these By-laws are attached, shall supersede the provisions herein relative thereto.

**Section 2. Acquisition on Foreclosure.** At any foreclosure sale of a unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the unit owners present at any regular or special meeting of the unit owners wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Condominium parcel being foreclosed. The term "foreclosure," as used in this Section, shall mean and include any foreclosure of any lien, excluding a lien for assessments. The power of the Board of Directors to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale - the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of unit owners at the foreclosure sale of a unit due to the foreclosure of the Association's lien for assessments under the provisions of Article X. of the Declaration of Condominium to which these By-Laws are attached.

## **ARTICLE X. AMENDMENTS TO THE BY-LAWS**

The By-Laws may be altered, amended or added to at any duly called meeting of the

unit owners provided:

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) The Amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of those present in person or proxy (provided a quorum is present) of the unit owners; and

(3) Said Amendment shall be recorded and certificated, as required by the Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Article III., Section 6, of the By-Laws occurs, these By-Laws may not be amended without a prior resolution requesting the said Amendment from the Board of Directors.

(4) Notwithstanding the foregoing, these By-laws may only be amended with the written approval of the Lessor under the Long-Term Lease, and as required for the Amendment to the Declaration of Condominium to which these By-laws are attached.

#### ARTICLE XI. NOTICES

Whatever Notices are required to be sent hereunder, shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Condominium to which these By-Laws are attached.

#### ARTICLE XII. INDEMNIFICATION

The Association shall indemnify every Director and every Officer, his heirs, executors, and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director

or Officer may be entitled.

### ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

### ARTICLE XIV. LIMITATION OF LIABILITY

Notwithstanding the duty of the Management Firm and the Association to maintain and repair parts of the Condominium property, the Management Firm and Association shall not be liable for injury or damage caused by a latent condition in all the property, nor for injury or damage caused by the elements, or by other owners or persons.

### ARTICLE XV. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition), shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration of Condominium, or these By-Laws.

### ARTICLE XVI. LIENS

Section 1. **Protection of Property.** All liens against a Condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date of the lien attached. All taxes and special assessments upon a Condomin-

ium unit shall be paid before becoming delinquent, as provided in these Condominium documents, or by law, whichever is sooner.

Section 2. **Notice of Lien.** A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. **Notice of Suit.** Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

#### ARTICLE XVII. RULES AND REGULATIONS

Section 1. **As to Common Elements.** The Board of Directors, may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium, and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall, from time to time, be posted in a conspicuous place.

Section 2. **As to Condominium Units.** The Board of Directors, may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium unit(s), provided, however, that copies of such Rules and Regulations, prior to the time the same became effective, shall be posted in a conspicuous place on the Condominium property, and/or copies of same shall be furnished to each unit owner.

Section 3. **Building Rules and Regulations.** The building Rules and Regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and