BROOK HOLLOW
EXHIBIT A

BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

1.1 Association of Co-owners. Brook Hollow, a residential Condominium Project located in the City of Grand Rapids, Kent County, Michigan, will be administered by an Association of Co-owners which will be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws will constitute both the Bylaws referred to in the Master Deed as required by the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner will be entitled to membership and no other person or entity will be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof will be subject to the provisions and terms set forth in the Condominium Documents.

ARTICLE II
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act will be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

2.1 Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements, or the improvements constructed or to be constructed within the boundaries of the Condominium Units for which the Association has maintenance responsibility, or the administration of the Condominium Project, will constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project will constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

2.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis will be established in the budget and should be funded by regular monthly payments as set forth in Section 2.3 below rather than by special assessments. On the Transitional Control Date, the reserve fund will, at a minimum, be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. The minimum standard required by this section may prove to be inadequate for this particular Project. The Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Co-owner and the assessment for the year will be established based upon the budget, although the failure to deliver a copy of the budget to each Co-owner will not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars ($5,000.00) annually for the entire Condominium Project, or (4) that an event of emergency exists, the Board of Directors will have the authority to increase the general assessment or to levy such additional assessment or assessments as it will deem to be necessary. The Board of Directors also will have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Section 13.4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection will rest solely with the Board of Directors for the benefit of the Association and the members thereof, and will not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those established in subsection (a) above or elsewhere in these Condominium Documents, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding Five Thousand Dollars ($5,000.00) for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection (a) above or elsewhere in these condominium documents, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than sixty percent (60%) of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and will not be

enforceable by any creditors of the Association, and the lien upon the Unit against which a special assessment is charged shall be deemed a mortgage lien for the purposes herein.

2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration will be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Section 2.2(a) above will be payable by Co-owners in advance in one annual payment (or in semi-annual, quarterly or monthly installments if the Board of Directors so determines), commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each payment of any assessment in default for ten or more days will bear interest from the initial due date thereof at the rate of seven percent (7%) per annum (or such higher rate allowed by law as the Board of Directors shall determine) until each installment is paid in full. The Association may, pursuant to Section 20.4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. Payments on account of assessments in default will be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment; and third, to amounts in default in order of their due dates.

2.4 Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself or herself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit.

2.5 Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any assessment levied against the Co-owner's Unit, the Association will have the right to declare all assessments, including all unpaid installments of the annual assessment for the pertinent fiscal year, immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven days written notice to such Co-owner of its intention to do so. A Co-owner in default will not be entitled to utilize any of the General Common Elements of the Project and will not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision will not operate to deprive any Co-owner of ingress

or egress to and from his or her Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him or her. All of these remedies will be cumulative and not alternative and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement and either as a statutory lien or a mortgage lien or both. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he or she was notified of the provisions of this subsection and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment will be commenced, nor will any notice of foreclosure by advertisement be published, until the expiration of ten days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or her or their last known address, a written notice that one or more payments of assessments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the office of the Register of Deeds of Kent County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association will so notify the delinquent Co-owner and will inform him or her that he or she may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fee (not limited to statutory fees) and

advances for taxes or other liens paid by the Association to protect its lien, will be chargeable to the Co-owner in default and will be secured by the lien on his or her Unit.

2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata allocation of such assessments or charges to all Units including the mortgaged Unit.)

2.7 Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, will not be responsible at any time for payment of the monthly Association assessments. Developer, however, will at all times pay all expenses of maintaining the Units that it owns, including the residences and other improvements located thereon, and will reimburse the Association a proportionate share of expenses actually incurred by the Association from time to time to maintain Common Elements actually servicing Units owned by Developer, excluding expenses related to maintenance and use of the Units in the Project and of the residences and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses will be based upon the ratio of all Units owned by the Developer served by those Common Elements at the time the expense is incurred to the total number of Units then in the Project served by those Common Elements. In no event will Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residence is located. A "completed residence" will mean a residence with respect to which a certificate of occupancy has been issued by in the City of Grand Rapids.

2.8 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority will be assessed in accordance with Section 131 of the Act.

2.9 Personal Property Tax Assessments of Association Property. The Association will be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon will be treated as expenses of administration.

2.10 Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, will be subject to Section 132 of the Act.

2.11 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a

Unit, the Association will provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement will be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit will be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Unit will render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III
USE RESTRICTIONS

All of the Units in the Condominium will be held, used and enjoyed subject to the following limitations and restrictions (with all referenced approvals and consents to be effective only if given in writing):

3.1 Residential Use. The Units are for single-family residential purposes only. There will not exist on any Unit at any time more than one residence. No building or structure intended for or adapted to business purposes, and no duplex, apartment house, lodging house, rooming house, half-way house, hospital, sanitarium or doctor's office, or any multiple-family dwelling of any kind will be erected, placed, permitted, or maintained on any Unit. No improvement or structure whatever, other than a first class private residence with attached garage for not less than two cars and not more than four cars may be erected, placed, or maintained on any Unit except as provided in Section 3.8. No residence on any Unit will be used or occupied by other than a single family, its temporary guests and family servants and no residence on any Unit will be used for other than residential use.

3.2 Home Occupations. Although all Units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodities sold upon the premises; (iii) no person is employed other than a member of the immediate family residing on the premises, and (iv) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, day care center, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation. Although garage sales are included within the prohibited uses since commodities are sold at garage sales, garage sales may nonetheless be conducted with the prior written approval of the Association, if the Association determines to permit garage sales, so long as conducted in accordance with any rules or conditions adopted by the Association.

3.3 Contracted Services. Only contractors approved by the Association may be used by Co-owners for snow removal; yard services including mowing; and waste removal and recycling services in accordance with the following:

(a) Snow Removal. Each Co-owner is responsible for all snow removal from the walks and drives within or exclusively servicing the residence on the Unit. If the Co-owner wishes to have the snow removed by someone other than a person residing in the residence on the Unit, the Co-owner may hire only a snow removal contractor approved by the Association. The Association may adopt rules and regulations to control the type of permitted equipment and/or may require specific times for the removal to be done and/or specify a required contractor or contractors for all Co-owners to use for snow removal.

(b) Yard Services. Each Co-owner is responsible for all yard service for lawns and landscaped areas within the Unit, including mowing and leaf removal. If the Co-owner wishes to have yard or landscaping services performed by someone other than a person residing in the residence on the Unit, the Co-owner may hire only a yard service or landscaping contractor approved by the Association. The Association may adopt rules and regulations to control the type of permitted equipment and/or may require specific times for the work to be done and/or specify a required contractor or contractors for all Co-owners to use for yard services and/or landscaping.

(c) Garbage and Refuse Disposal. All trash, garbage and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Unit, except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Unit at least once each week. The Association may adopt rules and regulations to control the style and size of the sanitary containers placed outside of fully enclosed areas for collection and/or may require specific pick-up times and/or specify a required contractor or contractors for all Co-owners to use for waste removal and/or recycling pick-ups.

3.4 Utility Services. Co-owners will purchase utility services from utility providers designated by the Developer as the Project utility provider if and to the extent the Developer makes such designations for telephone, telecommunication, cable television, electric, gas or other utility services.

3.5 Letter and Delivery Boxes. The Developer will determine the location, color, size, design, lettering, and all other permitted particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes. Each Unit owner will either install his or her mailbox or pay the cost of the Co-owner's mailbox as reasonably determined by Developer.

3.6 Lighting. No vapor lights, dusk to dawn lights or other lights regularly left on during the night may be installed or maintained on any Unit without prior written approval from the Developer during the Development Period and thereafter from the Association.

3.7 Signs. No signs or any advertising will be displayed on any Unit unless their size, form, and number are first approved in writing by the Developer, except that one "For Sale" sign

referring only to the Unit on which displayed and not exceeding five (5) square feet in size may be displayed without approval. A name and address sign, the design of which will be approved by the Developer, will be permitted. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units.

3.8 Exterior Changes. A landscaping plan will be submitted to Developer in accordance with and be subject to Sections 4.5 and 4.6 hereof. Any change in the physical appearance of the exterior of any residence as approved by the Developer for construction must have the prior written approval of the Developer during the Development Period and thereafter of the Association. This includes exterior colors of buildings and significant landscaping changes. No tree with a diameter of more than six (6) inches at the base is to be removed during the Development Period without the prior written approval of the Developer.

3.9 Antennae, Solar Panels and Satellite Dishes. Antenna, solar panel and satellite dish installation and location must be approved in writing by the Developer prior to construction during the Development Period and thereafter by the Association.

3.10 Outbuildings and Structures. Any outbuilding, structure or other improvement including, but not limited to, a barn, storage shed, temporary building, outbuilding, guest house, playhouse, tree house, dog run, pool or hot tub may be placed, erected or maintained on any Unit only with the prior written approval of the Developer during the Development Period and thereafter with the prior written approval of the Association provided in accordance with Sections 4.5 and 4.6 and complying with the requirements of Section 4.14 as applicable.

Tennis courts will be permitted with the prior written approval of the Developer during the Development Period and thereafter by the Association and may be limited or prohibited if the construction requires the removal of a significant number of trees or the Developer or the Association, in its sole discretion, determines that the tennis court may adversely affect other Units or the location on the Unit would not be appropriate.

3.11 Hazardous Materials and Fuel Storage Tanks. No Co-owner will bring environmentally hazardous materials onto the Condominium Property unless for domestic use at the Co-owner's residence in reasonable quantities limited to the immediate need. No oil or fuel storage tanks may be installed on any Unit and no more than ten (10) gallons of petroleum products may be stored on any Unit (not including fuel within the tanks of cars or other vehicles).

3.12 Animals. No animals, birds or fowl may be kept or maintained on any Unit, except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants. The maximum number of dogs to be kept on one Unit is two. Any Unit where a dog is kept must have operational underground electronic fencing installed in the yard, such installation to be of a type and in a location approved by Developer during the Development Period and thereafter by the Association; whenever the dog is in the yard the radio collar must be worn by the dog and the fencing must be operational and turned on. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint

so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal will be kept on any Unit. Owners will have full responsibility for any damage to persons or property caused by his or her pet. The owner is required to properly dispose of the waste his or her animal deposits on any property. No dog which barks and can be heard on any frequent or continuing basis will be kept on any Unit, including within any residence. The Association may, without liability to the owner thereof, remove or cause to be removed any animal which it determines to be in violation of the restrictions imposed by this Section. The Association will have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

3.13 Garage Doors. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage. Each garage door must have a functional remote controlled garage door opener attached to the garage door at all times.

3.14 Recreational and Commercial Vehicles. No house trailers, trailers, boats, camping vehicles, motorcycles, all terrain vehicles, snowmobiles, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon any Unit or adjoining areas, unless parked in a garage with the door closed or with the written consent of the Association. No inoperable vehicles of any type may be brought or stored upon any Unit, either temporarily or permanently, unless within a garage with the door closed. No trucks over 3/4 ton will be parked overnight on any Unit, except in an enclosed garage without the prior written consent of the Association. No snowmobiles, motorcycles or all terrain vehicles will be used on any Unit or any part of the Condominium Property without the prior written approval of the Association. Parking on the General Common Elements (including streets) will be subject to any rules and regulations adopted by the Association.

3.15 Nuisances. No owner of any Unit will do or permit to be done any act or condition upon his or her Unit which may be or is or may become a nuisance. No Unit will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units. No weeds, underbrush, or other unsightly growths will be permitted to grow or remain upon any part of a Unit except to the extent it is natural undergrowth in a wooded area that the Co-owner does not disturb in the construction of the Co-owner's residence and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a Unit. In the event that any Co-owner of any Unit will fail or refuse to keep a Unit free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Developer or the Association may enter upon the Unit and remove the same and such entry will not be a trespass; the Co-owner of the Unit will reimburse the Developer or the Association all costs of such removal. In addition, if any Co-owner of any Unit fails to mow at least four times each summer, then the Developer or the Association may enter upon the Unit and mow the Unit and such entry will not be a trespass; the Co-owner of the Unit will reimburse the Developer or the Association all costs of such

mowing. Any firewood stored within a Unit will be in limited and reasonable quantities and kept in a neat and orderly manner, all as may be further specified by the Association.

3.16 Zoning. In addition to the restrictions herein, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the zoning ordinance of in the City of Grand Rapids, Kent County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of in the City of Grand Rapids and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association.

3.17 Mineral Extraction. No derrick or other structures designed for use in boring for oil or natural gas will be erected, placed, or permitted upon any Unit, nor will any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Unit. Rock, gravel, and/or clay will not be excavated or removed from any Unit for commercial purposes.

3.18 Changes in Common Elements. Except as provided in Section 4.6 with respect to the Developer, no Co-owner will make changes in any of the Common Elements, Limited or General, without the written approval of the Developer during the Development Period and thereafter of the Association.

3.19 Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time in connection with use, operation and management of the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Units and the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all Co-owners. However, the Board may not adopt any rule or regulation in violation of the following provisions:

(a) Equal Treatment. Similarly situated Co-owners and occupants shall be treated similarly.

(b) Speech. The rights of Co-owners and occupants to display political signs and symbols in or on their Units of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Co-owners and occupants.

(c) Religious and Holiday Displays. The rights of Co-owners to display religious and holiday signs, symbols, and decorations in their Units of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Co-owners and occupants.

(d) Household Composition. No rule shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Association shall have the power to adopt rules limiting use of Units to single family residential use and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair share use of the Common Elements.

(e) Activities Within Unit. No rule shall interfere with the activities carried on within the confines of Units, except that the Association may prohibit activities not normally associated with property restricted to single family residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Co-owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the Unit, that block the views from other Units, or that create an unreasonable source of annoyance.

(f) Alienation. No rule shall prohibit transfer of any Unit, or require consent of the Association for transfer of any Unit, that would cause a delay in the transfer for any period longer than thirty (30) days. The Association shall not impose any fee on transfer of any Unit greater than an amount reasonably based on the costs to the Association of the transfer.

(g) Reasonable Rights to Develop. No rule or action by the Association shall unreasonably impede Developer's right to develop the Project and adjoining property.

(h) Abridging Existing Rights. If any rule would otherwise require Co-owners to dispose of personal property located at the Project which they owned and were permitted to have at the Project prior to adoption of the rule, such rule shall not apply to any such Co-owners without their written consent.

ARTICLE IV
BUILDING RESTRICTIONS

4.1 Minimum Square Footage. No one story residence will be constructed with a fully enclosed first floor area of less than two thousand (1,200) square feet, exclusive of garage and open porches. No residence with more than one story will be constructed on any Unit with a fully enclosed floor area of less than two thousand four hundred (1,500) square feet, exclusive of garage and open porches, including a fully enclosed first floor area of not less than one thousand four hundred (1,200) square feet, exclusive of garage and open porches. The Developer may, in the sole discretion of the Developer, waive or permit reasonable modifications of the square footage requirements.

4.2 Driveways, Approaches and Parking Areas. No Unit will be used for residential purposes unless the driveway is completed and maintained as provided in this section. No driveway may be closer than ten (10) feet from the Unit boundary except the boundary adjoining the private road without prior written approval of the Developer during the Development Period and thereafter of the Association. All driveways must be at least ten (10) feet in width with a shoulder at least three feet wide on each side. All driveways, driveway

approaches, turnarounds and off-street parking areas must be surfaced with an asphalt, bitumen, concrete or brick pavement.

4.3 Improvements and Landscaping Near Private Road. The Co-owner of a Unit located on a street corner will not plant or permit any landscaping, plantings or trees or construct any fence or gate that creates any obstruction to vehicular visibility at or near the street intersection.

4.4 Miscellaneous Provisions With Respect to Minimum Square Footage and Architectural Style. The height of any building will not be more than two and one-half stories. If any portion of a level or floor within a residence is below grade, all of that level or floor shall be considered a basement level. No geodesic dome, berm house, pre-fabricated home, modular home, mobile home, or above-ground pool will be erected on any of the Units without the prior written approval of the Developer during the Development Period and thereafter of the Association.

4.5 Approval of Plans. The Developer in designing Brook Hollow, including the location and contour of the private roads, has taken into consideration the following criteria:

(a) Brook Hollow is designed for residential living on residential sites in a suburban atmosphere featuring individual privacy while maintaining a community atmosphere.

(b) The existing contour of the land and the existing wooded vegetation should be preserved where practicable.

(c) The dwelling site on each of the Units should be located so as to preserve the existing contours and vegetation where practicable.

(d) The architecture of the dwelling and landscaping located on any Unit should be compatible with the criteria as established hereby and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within Brook Hollow.

(e) The design and general quality of the construction shall be first class.

Consequently, the Developer reserves the right to control the buildings, structures, and other improvements placed on each Unit, as well as to make such exceptions to these Bylaws as the Developer will deem necessary and proper. No building, wall, or other improvement or landscaping will be placed upon a Unit unless and until the plans and specifications therefor showing the nature, kind, shape, height, color, materials and location of the improvements (including floor plan and exterior colors) and the plot plan including elevations have the prior written approval of the Developer and no changes or deviations in or from such plans, specifications and site plan as approved will be made without the prior written consent of the Developer. It should be anticipated that the following standards will usually have to be met for approval of plans, specifications and site plan: