

Declaration amendment 13

Old:

Section 2.2 (l) "Unit" shall be the single family building Lot or multi-family dwelling constructed on a Lot, including a residential condominium unit, as described on the Plats and Plans, and in Section 3.3.

New:

Section 2.2 (l) "UNIT." A physical portion of the planned community designated for separate ownership or occupancy, the boundaries of which and a portion of which may be designated by the declaration as part of the controlled facilities.

(This definition is from the Uniformed Planned Community Act)

ARTICLE VI AMENDMENT OF DECLARATION

Old:

Section 6.1. Association Amendments. Amendments to the Plats and Plans and/or the Declaration must be agreed to by Unit Owners representing at least 67% of the total allocated votes in the Association.

Section 6.2. Exceptions. The following exceptions shall apply to the foregoing method of amendment of the Declaration:

(a) Declarant shall have the right to amend the Declaration, including Plats and Plans, until the date on which all Declarant appointed Executive Board Members are required to resign pursuant to Section 8.2 of the Declaration.

(b) Declarant may amend the Declaration and the Plats and Plans pursuant to Article VII without lender or Unit Owner approval.

(c) For so long as Declarant continues to own and sell Units, no amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant unless the Declarant shall have given its prior written approval of such amendment.

(d) Amendments made to:

- (1) Cure an ambiguity;
- (2) Correct or supplement any portion of the Declaration, Plats or Plans that is defective, missing or inconsistent with any other provision of the Declaration or any law;

(3) Conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or as to Planned Communities, such as (but not limited to) the Department of Housing and Urban Development ("HUD") or the Federal National Mortgage Association ("FNMA").

(e) The amendments made pursuant to Section 6.2 (d) may only take effect after obtaining a written opinion from independent legal counsel that such amendment is permitted by that Section.

(f) The following amendments shall require the approval of all Unit Owners. Any amendment which would:

- (1) increase any Special Declarant Right;
- (2) alter the terms or provisions governing completion, conveyance or lease of Common Elements;
- (3) increase the maximum number of Units, change the boundaries of any Unit, the Common Expense liability or voting strength in the Association allocated to a Unit, or the uses to which any Unit is restricted.

New:

Section 6.1. Association Amendments. Amendments to the Plats and Plans and/or the Declaration must be agreed to by Unit Owners representing at least 67% of the total allocated votes in the Association.

Section 6.2. Exceptions. **Except as otherwise provided in the declaration, if any amendment to the declaration is necessary in the judgment of the executive board to do any of the following:**

- (a) cure an ambiguity;
- (b) correct or supplement any provision of the declaration, including the plats and plans, that is defective, missing or inconsistent with any other provision of the declaration or with this subpart;
- (c) conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in planned community or so-called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; the executive board may effect an appropriate corrective amendment without the approval of the unit owners or the holders of liens on the planned community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this subsection; or
- (d) comply with any statute, regulation, code or ordinance which may now or hereafter be made applicable to the planned community or association, or to made a reasonable accommodation or permit a reasonable modification in favor of handicapped, as many be defined by prevailing Federal or State laws or regulations applicable to the association, unit owners, residents or employees; then, at any time, the executive board may, at its discretion, effect an appropriate corrective amendment without the approval of the unit owners or the holders of liens

on all or any part of the planned community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this subsection.

ARTICLE XII USE OF PROPERTY

Old:

Section 12.1. Use and Occupancy of Units and Common Elements. Golden Oaks Village Planned Community is an Adult Residential Community. Sales and leases are restricted to households with at least one occupant age 55 or older. No one under age 18 is permitted as a permanent resident, and visits by such individuals are limited to thirty (30) days. Except for sales by Declarant, prior to the transfer of a Unit by sale or lease, the Association has the right to review and approve the transaction to ensure compliance with this provision. Further, the occupancy and use of Units and Common Facilities shall be subject to Restrictions, in the form of Rules and Regulations, imposed from time to time by the Executive Board.

Section 12.2. Occupancy and Use Restrictions. The occupancy and use of the Units and Common Elements shall be subject to the restrictions in this Declaration, plus additional restrictions in the form of Rules and Regulations, imposed from time to time by the Executive Board. Every Unit Owner shall be responsible for the conduct of all occupants of the Unit, whether owners or tenants. The following restrictions are hereby imposed upon the Property:

(a) Dwelling Units, except any Units being used by the Declarant, are restricted to residential uses. Units may also be used for accessory uses which are customarily incidental to residential use, provided that any such accessory use conforms with the applicable zoning requirements of Kidder Township. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purposes.

(b) The Common Elements shall be used only for the benefit or enjoyment of Unit Owners and occupants, their guests and business invitees. No Unit Owner may carry on or permit any practice which unreasonably interferes with the quiet enjoyment by the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Unit Owner may place any garbage, trash or rubbish anywhere on the Property other than in his own Unit or in such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(c) Any Unit Owner who wishes to perform any Alteration to the Common Elements shall:

(1) Refrain from making any Alteration that will: (i) impair the structural integrity of the Building or any mechanical or electrical system therein; (ii) adversely affect either the fire retardant or sound absorbent quality of the Building; (iii) lessen the support of any

portion of the Building; or (iv) violate any applicable law, ordinance or governmental rule, regulation or order;

(2) Obtain the approval of the Executive Board for any Alteration to the Common Element prior to the commencement of any work;

(3) Expediently complete all Alterations; (i) in accordance with the plans and specifications therefor which have been prepared at such Unit Owner's expense and which have been approved by the Executive Board prior to the commencement of such Alterations; and (ii) without incurring any mechanics' liens;

(4) Pay the full cost of performing all such Alterations; and

(5) Pay all costs and expenses incurred in connection with the preparation, review, execution and recording of any amendment to the Declaration (including the Plats and Plans) needed in order to reflect the condition of the Building after completion of such Alterations, which amendment shall be recorded by the Executive Board if such amendment is approved in writing by all Owner(s) of all Units the appearances of which on such amendment differ from their respective appearances on the Plats and Plans prior to such amendment, and such amendment shall not require any additional authorization or approval, notwithstanding anything contained elsewhere in this Declaration to the contrary.

(d) No signs, other than a conspicuous house number and one small name plate on the lamppost provided by declarant and the front door, are permitted, without the specific prior approval of both the Declarant (for so long as Declarant owns at least one Unit or Additional Real Estate) and the Executive Board. This prohibition specifically includes "For Sale" and "For Rent" signs.

(e) Reasonable Rules, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules or any amendments thereto.

Section 12.3. Association's Right of First Refusal. The Association shall receive written notice of any bona fide offer any Unit Owner, other than Declarant, has received for the sale of a Unit. The Association shall have fifteen (15) calendar days from receipt of said notice of sale to notify the Unit Owner of the Association's exercise of its right to purchase.

Section 12.4. Declarant's Right to Repurchase. Any Unit Owner who purchases a Unit without a structure built upon it must, in any event, build a house within five (5) years of the date of purchase. Declarant may, but shall not be obligated to, repurchase such Unit at 75% of its then value.

New:

Section 12.1. Use and Occupancy of Units and Common Elements. Golden Oaks Village Planned Community is a **55 Plus** Planned Residential Community. Sales and leases are restricted to households with at least one occupant age 55 or older, **except as noted in Section 12.2 below.**

No one under age 18 is permitted as a permanent resident, and visits by such individuals are limited to thirty (30) days. Except for sales by Declarant, prior to the transfer of a Unit by sale or lease, the Association has the right to review and approve the transaction to ensure compliance with this provision. Further, the occupancy and use of Units and Common Facilities shall be subject to Restrictions, in the form of Rules and Regulations, imposed from time to time by the Executive Board.

Section 12.2. Age Restrictions and Limited Exceptions. The Executive Board on a case by case basis may allow limited exceptions to the 55 years of age restriction. These exception households shall have at least one occupant who is 50 years of age or older, but who has not yet attained the age of 55. At any given time, there shall be no more than 20% of these exception households. At all times, a minimum of 80% of the households must meet the basic 55 years of age or older requirement.

Section 12.3. Occupancy and Use Restrictions. The occupancy and use of the Units and Common Elements shall be subject to the restrictions in this Declaration, plus additional restrictions in the form of Rules and Regulations, imposed from time to time by the Executive Board. Every Unit Owner shall be responsible for the conduct of all occupants of the Unit, whether owners or tenants. The following restrictions are hereby imposed upon the Property:

(a) Dwelling Units, except any Units being used by the Declarant, are restricted to residential uses. Units may also be used for accessory uses which are customarily incidental to residential use, provided that any such accessory use conforms with the applicable zoning requirements of Kidder Township. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purposes.

(b) The Common Elements shall be used only for the benefit or enjoyment of Unit Owners and occupants, their guests and business invitees. No Unit Owner may carry on or permit any practice which unreasonably interferes with the quiet enjoyment by the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Unit Owner may place any garbage, trash or rubbish anywhere on the Property other than in his own Unit or in such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(c) Any Unit Owner who wishes to perform any Alteration to the Common Elements shall:

(1) Refrain from making any Alteration that will: (i) impair the structural integrity of the Building or any mechanical or electrical system therein; (ii) adversely affect either the fire retardant or sound absorbent quality of the Building; (iii) lessen the support of any portion of the Building; or (iv) violate any applicable law, ordinance or governmental rule, regulation or order;

(2) Obtain the approval of the Executive Board for any Alteration to the Common Element prior to the commencement of any work;

(3) Expeditiously complete all Alterations; (i) in accordance with the plans and specifications therefor which have been prepared at such Unit Owner's expense and

which have been approved by the Executive Board prior to the commencement of such Alterations; and (ii) without incurring any mechanics' liens;

(4) Pay the full cost of performing all such Alterations; and

(5) Pay all costs and expenses incurred in connection with the

preparation, review, execution and recording of any amendment to the Declaration (including the Plats and Plans) needed in order to reflect the condition of the Building after completion of such Alterations, which amendment shall be recorded by the Executive Board if such amendment is approved in writing by all Owner(s) of all Units the appearances of which on such amendment differ from their respective appearances on the Plats and Plans prior to such amendment, and such amendment shall not require any additional authorization or approval, notwithstanding anything contained elsewhere in this Declaration to the contrary.

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