

## **PUD Ordinance - Grenelefe #16 of 1992**

CASCADE CHARTER TOWNSHIP

ORDINANCE #16 OF 1992

AN ORDINANCE TO AMEND THE CASCADE CHARTER TOWNSHIP ZONING ORDINANCE AND ZONING MAP TO ESTABLISH THE GRENELEFE WOODS SITE CONDOMINIUM PLANNED UNIT DEVELOPMENT PROJECT.

CASCADE CHARTER TOWNSHIP ORDAINS:

SECTION I. AN AMENDMENT TO THE CASCADE CHARTER TOWNSHIP ZONING ORDINANCE.

That the application received from Grenelefe Associates or their assigns (hereinafter referred to as the "Developer") for Planned Unit Development designation for the proposed Grenelefe Woods Site Condominium Project (hereinafter referred to as the "Premises") was recommended by the Cascade Charter Township Planning Commission for approval on October 19, 1992. The Premises are recommended for rezoning to PUD, Planned Unit Development permitted site condominiums, thereby requiring this amendment to the Cascade Charter Township Zoning Ordinance and Zoning Map to incorporate the Planning Commission's recommendation and the Cascade Charter Township Board of Trustees action on October 28, 1992.

SECTION II. LEGAL DESCRIPTION.

The legal description of the Premises is as follows:

That part of the SW 1/4, Section 9, T6N, R10W, Cascade Township, Kent County, Michigan, described as: BEGINNING at a point on the West line of said SW 1/4, which is N00 degrees 11'30"W 1060.00 feet from the SW corner of Section 9; thence N 00 degrees 11'30"W 976.92 feet along said West line; thence N 89 degrees 54'07"E 33.00 feet along the extended North line of Wendell Street (60 feet wide); thence S 00 degrees 11'30" E 350.00 feet along the West line of Cascade School-Brook Plat; thence N 89 degrees 54'07"E 1282' feet along the South line of Cascade School-Brook Plat; thence S 00 degrees 11'30"E 425.19 feet; thence N 89 degrees 57'20"W 459.16 feet along the North line of Grenelefe Condominiums (Kent County Condominium Subdivision Plan NO. 81); thence S 00 degrees 02'40"W 205.00 feet along the West line of Grenelefe condominiums; thence N 89 degrees 57'20"W 855.00 feet parallel with the South line of said SW ¼ to the place of beginning. This parcel contains 17.08 Acres.

SECTION III. GENERAL PROVISIONS

The following provisions shall hereby apply to the aforementioned Premises in addition to those Provisions outlined in Chapter XIV of the Cascade Charter Township Zoning Ordinance (Ordinance No. 11 of 1988).

SECTION IV. PURPOSE

The Premises occupies approximately 17.08 acres of land that is proposed to be developed into a site condominium project containing twenty-five (25) building sites. The site condominium technique has been chosen by the Developer and the eventual owners of each condominium unit to provide more control over the development of aesthetics and appearance. The technique also provides the Developer with the

ability to develop the Premises in a manner to meet market expectations where more traditional mechanisms such as creating land subdivisions fail.

The regulations contained herein are established to define the procedures necessary to insure high quality development on the Premises. Additionally, they are designed to achieve integration of this development with adjacent land uses.

The provisions of this ordinance are not intended as a substitute for the Cascade Charter Township Zoning Ordinance and General Development Plan, nor do they in any way relieve the developer from obtaining all approvals and permits required by the township except as provided herein. In the event that a development issue or site plan element is not addressed by this Ordinance, the specifications and requirements of the Cascade Charter Township Zoning Ordinance shall be enforced.

#### SECTION V. PERMITTED USES.

The permitted uses for the Grenelefe Woods Site Condominium Project are as follows:

A. Single family residences.

B. Accessory buildings customarily incidental to a single family residence (subject to the provisions of Section 4.08 and 4.09 of the Cascade Township Zoning Ordinance, as may be amended).

#### SECTION VI. DESIGN GUIDELINES AND REQUIREMENTS.

The development of all permitted uses within the Premises shall conform to the following design standards.

A. Maximum Number of Residential Units – The maximum number of single-family detached site condominiums within the Premises shall be limited to twenty-five (25) units.

B. Maximum Height – The maximum building or structure height erected on the Premises shall not exceed thirty-five (35) feet or two and one-half (2-1/2) stories, whichever is lesser.

C. Minimum Floor Area – Each one story site condominium unit shall contain a minimum of 1,300 square feet of finished liveable area above grade level, exclusive of the garage, decks, porches, and breezeways. Each two story site condominium unit shall contain a minimum of 1,600 square feet of finished liveable area above grade level, exclusive the garage, decks, porches, and breezeways, with a minimum of 800 square feet on the ground floor.

D. Minimum Setback Requirements – All buildings and structures (except signs) shall meet the following minimum setback requirements:

Front Yard Setback - 35 feet from the front yard area line

Front Yard Averaging - Where the average front yard setback of two (2) or more condominium units within two hundred (200) feet of the site in question and on the same side of the street is greater than the minimum front yard setback prescribed by this Ordinance, then the required front yard setback of such unit shall not be less than the average existing front yard setback of such buildings.

Side Yard Setback - 10 feet minimum from the side yard area line for one side and 25 feet minimum with both sides combined.

Rear Yard Setback - 25 feet from the rear yard area line.

E. Minimum Parking Requirements – Each site condominium dwelling unit shall have a minimum of two (2) enclosed off street parking spaces.

F. Stormwater Drainage – All proposed stormwater drainage facilities shall be reviewed and approved by the Township Engineer and the Kent County Drain Commission prior to the development of the Premises.

G. Signs – Signs for the Premises shall conform with Section 6.02 of the Cascade Charter Township Sign Ordinance (Ordinance 12 of 1988).

H. Specific controls relating to architectural elements, construction materials, size and space requirements, improvements and out buildings, specific prohibitions and rules of conduct shall be governed by "Use Restrictions" for the Premises. These restrictions shall become a part of this Ordinance with the document labeled and attached in the following manner: "Attachment A – Use Restrictions."

With respect to the common elements of the proposed development, all maintenance, repair and replacement thereof shall be in accordance with the Premises description of common elements. This description shall become a part of this ordinance with the document labeled and attached in the following manner: "Attachment B – Common Elements".

1. Landscaping – In the area of the project where the water main will be looped to Wendell Street, the Developer shall replace any trees which must be removed for utility construction with a diameter of greater than 6 inches, with either a 4' evergreen tree or a 1-1/2" diameter understory or canopy tree.

## SECTION VII. SITE CONDOMINIUM PLANS

A. The Premises shall be developed in accordance with the site plan approved by the Township Board and signed by the Township Supervisor. The site plan shall indicate where each condominium unit will be located and provide appropriate measurements demonstrating compliance with Section 14.12.2 of the Zoning Ordinance. Engineering plans and/or documents relating to utilities, topography, drainage, and the survey of the Premises shall be reviewed and approved by the Township Engineer. Approval of these documents shall be based upon their meeting the requirements of Section 14.12.4 of the Zoning Ordinance and meeting recognized, acceptable engineering standards and practices. Once it has been determined that the plans have met Township requirements, the Township Engineer shall sign and mark these plan documents "Approved" and forward them to the Developer. Only approved plan documents shall be recorded with the appropriate county or state agencies.

B. The number of building sites may be reduced or consolidated within the Premises upon review and approval of the Township Planning Director. The proposed changes to the site/survey plan to reduce or consolidate building sites shall be reviewed by the Planning Director to insure compliance with the Cascade Charter Township Zoning Ordinance and this ordinance. Once approved by the Planning Director, the amended site/survey plan shall then be recorded with the Kent County Register of Deeds Office and the appropriate state agencies by the developer at his cost. A copy of the registered site/survey plan shall be forwarded to the Township Planning Director, so that accurate files regarding the development can be maintained.

## SECTION VIII. TEMPORARY BUILDINGS.

No structure of a temporary nature: trailer, tent, or construction shack shall be constructed, placed or maintained within the Project except accessory to and during construction of a permanent building or infrastructure improvement.

## SECTION IX. UTILITIES

A. The Premises shall be served with public water and sewer at the developer's expense. The on-site water and sewer design and the connection to the public water and sewer systems shall be approved by the Township and the City of Grand Rapids prior to installation. Said improvements shall be consistent with the Sewer and Water Master Plans for Cascade Township.

B. The Developer shall provide all necessary easements within the Premises for telephone, electricity, gas and cable television to the appropriate utility provider without cost. In the event the Township requires additional sewer and water service easements in the future, the Developer shall provide them at all reasonable locations. Said easements shall be recorded with the Kent County Register of Deeds and provided to each utility provider for their records.

## SECTION X. PRIVATE STREETS.

A. The Developer shall submit a street construction, maintenance and pavement plan consistent with Section 14.12.4.f of the Zoning Ordinance. The Developer may establish a private road to serve the Premises provided the road is built to the following specifications:

1. All road grades shall meet the approval of the Township Engineer. Said grades shall be sufficient to allow for safe ingress/egress of emergency vehicles.
2. All cul-de-sacs within the premises shall meet the specifications of the Township Engineer.
3. All private road(s) shall be sufficiently drained to prevent stormwater runoff from causing soil erosion or trespass onto adjoining property.
4. All private roads serving the Premises shall be posted with street sign(s) stating the street(s) name(s). These sign(s) shall be consistent with Kent County Road Commission standards and requirements and shall be installed at Developer cost.
5. A clear vision triangle shall be established by the Developer to insure safe turning movements to and from the Premises. This "clear vision triangle" shall be developed to the specifications established by the Kent County Road Commission.
6. Complete maintenance of the private roads shall be the responsibility of the condominium association.
7. All private roads shall intersect only at 90 degree angles.

B. No combustible building materials may be erected on the property until a temporary access road is constructed to within 100 feet of the furthest point of a structure. Such road shall be a minimum of 18 feet wide and able to support 20 tons on a single axle with dual wheels and standard road tires.

C. There shall be no access road, temporary or permanent, that extends north from the west end of the Premises.

## SECTION XI. EFFECTIVE DATE

This Ordinance shall become effective upon publication in the Grand Rapids Press, a newspaper of general circulation within Cascade Charter Township.

The foregoing Ordinance was offered by Board Member Parrish, supported by Board Member Julien. The roll call vote being as follows:

YEAS: Boonenberg, Carpenter, Champion, Julien, Hansen, Parrish

NAYS: None

ABSTAIN: None

ABSENT: Henning

Brenda J. Henning

Cascade Charter Township Clerk

#### CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance adopted at a Regular Meeting of the Cascade Charter Township Board on the 28th day of October, 1992.

Brenda J. Henning

Cascade Charter Township Clerk

#### ATTACHMENT A

#### USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. Establishment of Restrictions. In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the units therein, the use of Condominium property shall be subject to the limitations set forth below:

A. Property Subject to These Restrictions. All of the units in the Condominium are and shall remain subject to these restrictions.

B. Building and Use Restrictions.

(i) Residential Use. Except for units used for displaying model homes, all units shall be used for single-family residential purposes only, including a garage for private use. Each unit shall be occupied by only one single family. Each unit shall be occupied by only one single family. For the purposes hereof, and except to the extent otherwise required by applicable law, "single-family" means two or more persons living together and bound by consanguinity or the bonds of marriage or adoption. Except if required by applicable law, units shall not at any time be occupied (excluding temporary guests) by more persons than the product derived by multiplying the number two times the number of bedrooms in the residence within the unit. No more than one residence may be constructed within any unit. No business, commercial, manufacturing, service, or rental enterprise shall be conducted within any unit. No garage, recreational vehicle, basement, tent, shack, storage barn, or similar type structure shall be used at any

time as a residence, temporarily or permanently. No shed, outbuilding, or other detached structure shall be permitted in any unit.

(ii) Animals. Except for household dogs, cats, small caged birds, and fish, no kind of animals, livestock, or poultry may be kept, raised or bred on any unit. All pets shall be leashed when outside of their owner's unit. Pit bull dogs and other dangerous animals are not permitted in the Condominium. No pets may be kept, raised, or bred on any unit for commercial purposes. Fenced dog runs are allowed only upon approval of their size, location and screening in writing by the Developer or the Association, and in no case will they be permitted within 25 feet of the adjoining unit boundary line.

(iii) Trash. No trash, garbage, or rubbish or any kind shall be placed within any unit, except in sanitary containers for removal, kept inside garages or other fully enclosed areas, except for short periods of time as may be reasonably necessary to permit periodic collection, not less often than once per week. No incinerators or other equipment for the disposal of waste are permitted in the Condominium.

(iv) Storage Tanks. No underground storage tanks are permitted in the Condominium Project.

(v) Approval of Construction. The Developer in designing the Condominium, including the location and contour of the streets, has taken into consideration the following criteria:

(a) The Condominium is designed for residential living on large sites.

(b) The construction site within each of the units should be located so as to preserve the existing trees and contours where practicable.

(c) The architecture of the residence located within 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 the Condominium.

Consequently, the Developer reserves the power to control the buildings, structures, and other improvements placed within each unit, as well as to make such exceptions to these restrictions as the Developer may deem necessary and proper. All mail or paper delivery boxes, and standards, posts, and brackets and name signs for such boxes require the approval of the Developer as to location, color, size, design, and lettering. No building, wall, swimming pool, or other structure will be placed within a unit or Frontage Area appurtenant to a unit unless and until the builder or contractor and the plans and specifications therefore 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 been approved by the Developer, and no changes in or deviations from such builder or contractor and plans and specifications as approved will be made without the prior written consent of the Developer. All exteriors shall be built of brick, stone, wood (except exposed logs) and vinyl. Two sets of complete final plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Review of preliminary plans and sketches is recommended. Each such building, wall, swimming pool, or structure will be placed within a unit or Frontage Area only in accordance with the plans and specifications and plot plan as approved by the Developer. No modular homes shall be placed within any unit. Refusal to approve a builder or contractor or plans and specifications by the Developer may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seems sufficient. No alteration in the exterior appearance of any building, wall, swimming pool, or other structures constructed with such approval will be made without like approval of the Developer. Approval of plans and specifications for reasonable modifications to provide handicap access pursuant to state or federal law shall not be unreasonably withheld. If the Developer fails to approve or disapprove any builder or contractor or plans and specifications within thirty (30) days after written request therefore, then such approval will not be required; provided that any builder or contractor is properly licensed by the State of Michigan and that any building, wall, swimming pool, or other structure

will be erected entirely within the boundaries of a unit and does not violate any of the covenants, restrictions, or conditions set forth herein or adopted by the Association. The Developer will not be responsible for any negligence or misconduct of the builder or contractor or for any defects in any plans or specifications or in any building or structure erected by such builder or contractor according to such plans and specifications or in any changes in drainage resulting from such construction.

All construction of buildings and structures will be done only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, provided the Developer may waive this restriction for an owner who wishes to act as his own general contractor if the owner demonstrates to the Developer the owner's ability to construct a residence of a quality consistent with the other residences in the Condominium within a normal construction schedule.

(vi) Size and Setback Requirements. All residences hereafter constructed must conform to the following size requirements:

(a) Area Minimums. No one-story residence will be constructed with a fully enclosed floor area of less than one thousand eight hundred (1,800) square feet. No other residence will be constructed containing a fully enclosed living area of less than two thousand one hundred (2,100) square feet, and a fully enclosed ground floor area of less than one thousand fifty (1,050) square feet.

(b) General. If any portion of a level or floor of a residence is below the grade at the front entrance of the residence, none of that level or floor shall be considered "square footage" hereunder. All square footagedeterminations will also exclude carports, garages and open porches. The Developer may specify the number of levels that residences within specific units will be permitted to have to preserve the view from other units or to maintain a harmonious pattern of development in the construction of residences within the units. In no case, however, can the height of any building be more than 2-1/2 full stories above street level.

( c ) Garages. No garage will be placed, erected, or maintained within any unit except for use in connection with a residence within that unit or within an adjoining unit already constructed or under construction at the time that such garage is placed or erected within the unit. Garages, which will be for use only by the occupants of the residence to which they are appurtenant, must be attached to the residences and constructed in accordance with the approved plans. Each residence must have one, and only one, garage capable of garaging at least two (2) but not more than three (3) standard size automobiles. Each garage shall have not less than one nor more than three standard-size garage doors.

(d) Setbacks. Building setbacks shall be as follows:

Front: 35 feet

Side: 10 feet minimum on any one side,

With a total side setback of not less

than 25 feet.

Rear: 25 feet

(e) Driveways. No stone or cinder driveways are permitted. All driveways must be a minimum of 8 feet wide and must be constructed of asphalt, brick, or concrete. If constructed of asphalt, the depth of the asphalt shall be at least two inches; if constructed of concrete, the depth of the concrete shall be at least six inches. Circular drives in front of homes (if any) must be at least eight feet wide.

(f) Swimming Pools. Swimming pools shall be set back at least ten feet from each side unit boundary and may not project with their tops more than two feet above the established grade. All swimming pools must have screening approved by the Developer.

(g) Tree Removal. No tree six inches in diameter or larger shall be removed from any unit without the permission of the Developer or the Association, except if located within the area where an approved residence is to be located.

(h) Playground Equipment. All playground equipment, such as swim sets, slides, and the like, shall be kept not closer to any side boundary than the extremities of the residence within that unit.

(vii) Lawns; Exterior Appearance. Each owner shall properly maintain all lawn and landscaped areas within his unit and the Frontage Area appurtenant to his unit. All lawns shall be kept free from weeds, underbrush, and other unsightly growths. Natural plant life is permitted, but there shall be no gravel, asphalt, concrete or other unnatural "lawns". Co-owners shall maintain the exterior of all improvements in the Condominium in good condition and in a neat and attractive manner.

(viii) Recreational and Commercial Vehicles. No house trailers, commercial vehicles, recreational vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobile trailers, other trailers or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored on the Condominium Premises unless parked in a garage with the door completely closed or unless present for temporary loading or unloading activities lasting no longer than 12 hours. No inoperable vehicles of any type may be brought or stored on the Condominium Premises, either temporarily or permanently, unless within a garage with the door completely closed. Commercial vehicles shall not be parked on the Condominium Premises (unless fully inside a garage with the door completely closed), except while making deliveries or pick-ups in the normal course of business or for construction purposes. Any truck over  $\frac{3}{4}$  ton and any vehicle with a company name or other advertising or commercial designation will be considered a commercial vehicle. No vehicle may be parked overnight on any road or on any Frontage Area, except as permitted by the Association in accordance with any rules or regulations adopted by the Association.

(ix) Fences. Except for approved dog runs located at least 25 feet from the side yard line and fences around approved swimming pools, no fence of any type may be erected within a unit or Frontage Area appurtenant to a unit, except decorative fences approved in writing by the Developer.

(x) Antennae; Outdoor Lighting. No outdoor satellite dish, television antenna or outdoor mercury vapor light or other light customarily left on throughout the night and visible beyond the unit in which it is installed may be installed within a unit.

(xi) Hunting; Weapons. No hunting in any form is permitted anywhere within the Condominium Premises. The use of any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similar dangerous weapons, projectiles or devices is prohibited anywhere on the Condominium Premises.

(xii) Furniture; Equipment. No item of equipment, furniture, or any other large movable item shall be kept within any unit outside a building, except playground equipment, lawn furniture or picnic tables, provided the same are kept in neat and good condition. All other items, such as lawn mowers, snowmobiles, and dune buggies, shall be stored in a garage.

(xiii) Nuisances. No act or condition is permitted within a unit or Frontage Area appurtenant to a unit which is or may be or may become unlawful, offensive or a nuisance. No unit or Frontage Area will be used in whole or in part for the storage of rubbish of any character whatsoever (except normal household trash until the next trash collection day), nor for the storage of any property or thing that will cause the unit or Frontage Area 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 within any unit or Frontage Area 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 the surrounding units. No unsightly objects such as outdoor clotheslines will be allowed to be placed or suffered to remain anywhere within a unit or Frontage Area. If any owner of any unit fails or refuses to keep his unit or Frontage Area appurtenant thereof free from refuse piles or other unsightly objects, then the Developer or the Association may enter the unit or Frontage Area and remove the same and such entry will not be a trespass. The owner of the unit will reimburse the Developer or Association for all costs of such removal.

(xiv) Utility Lines. All utility lines, such as telephone, electric, and cable television lines, shall be run totally underground. All utility service shall be adequate for the residence to be constructed in accordance with applicable engineering standards.

(xv) Completion of Construction and Stabilization of Soil. Construction once commenced within any unit must be completed within twelve (12) months from the date of commencement, and within said period the soil within such unit, and the Frontage Area appurtenant to such unit, must be completely stabilized by grading and seeding of a lawn or other ground cover growth so as to prevent any soil blow area or soil erosion; provided that this provision shall neither prevent or prohibit any owner from maintaining open areas for the planting of trees, shrubbery, or a flower garden, but any such open area shall be controlled so as to prevent blowing or erosion of soil there from. Landscaping shall be completed within nine months from the issuance of a certificate of occupancy.

(xvi) Compliance With Laws. Notwithstanding any of the foregoing, any action on or with respect to a unit that violates any federal, state, or local statute, regulation, rule, or ordinance is prohibited.

(xvii) Signs. No sign of any kind shall be displayed to the public view within any unit, except a sign of not more than four square feet advertising a unit for sale or rent or a sign used by a builder to advertise the construction or subsequent sale of a residence. No sign other than Developer's will be allowed at any entrance to the Condominium.

C. 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 within the unit; (iii) no person employed other than a member of the immediate family residing within the unit; and (iv) no mechanical or electrical equipment used, other than personal computers and other office-type equipment.

D. Developer's Rights and Responsibilities. Developer may assign, in whole or in part, its rights and responsibilities hereunder to the Association, and when the last unit in the Condominium Project has been conveyed, this assignment shall occur immediately.

E. General Provisions.

(i) Zoning. All applicable restrictions imposed by the Cascade Township Zoning Ordinance shall apply to all units in the Condominium, except that if the Developer or the Association has imposed more stringent restrictions, those restrictions shall apply in place of the Township's restrictions.

(ii) No Gift or Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the units or other areas in the Condominium to the general public or for any public purposes whatsoever, it being the intention of the Developer that these restrictions will be strictly limited to the purposes herein specifically expressed.

(iii) No Third Party Beneficiaries. No third party, except grantees, heirs, representatives, successors, and assigns of the Developer, as provided herein, will be a beneficiary of any provision set forth herein.

(iv) Subdivision. No unit may be subdivided.

(v) Easements. No easement may be granted across any of the units, except for utility or public purposes.

(vi) Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the units and common elements may be made and amended from time to time by any Board of Directors of the Association, including the Board of Directors established in the Articles of Incorporation (and its successors). Copies of all such regulations and amendments thereto shall be furnished to all members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each member. Any such regulation or amendment may be revoked at any time at any duly convened meeting of the Association, by the affirmative vote of more than fifty percent (50%) of all members in number and in value, except that the members may not revoke any regulation or amendment prior to the first meeting of the Association.

(vii) Handicapped Persons. Reasonable accommodations in the rules, policies and practices of the Condominium will be made as required by the Federal Fair Housing Act to accommodate handicapped persons.

F. Enforcement of Restrictions. The Association's costs of exercising its rights and administering its responsibilities hereunder shall be Expenses of Administration (as defined in Article V above), provided that the Association shall be entitled to recover its costs of proceeding against a breach by a co-owner as provided in Article XII, Subsection 1(b) below.

Section 2. Persons Subject to Restrictions. All present and future co-owners, tenants, and any other persons or occupants using the facilities of the Condominium in any manner are subject to and shall comply with the Act, the Master Deed, these Condominium Bylaws and the Articles of Incorporation, bylaws, rules and regulations of the Association.

Section 3. Enforcement. A breach of any provision contained in Section 1 of this Article VII shall constitute a breach of these Bylaws and may be enforced pursuant to the terms of these Bylaws.

(Please see Master Deed for complete list of restrictions)