Cinnamon Ridge H.O.A. Proposed By-Laws Revisions

Page 2 Article 2

2.3 Members Entitled to Vote - Delete: *"other than the Developer"*

Page 3 Article 3

3.1 Initial Meeting of Members – Delete Entire Section.

3.2 Annual Meeting of Members – Delete: *"Thereafter"* *

3.3 Advisory Committee – Delete Entire Section.

Page 5 Article 4

4.1 Association Board of Directors – Delete: *", provided, that the first Board of Directors shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors of the Association or any successor thereto elected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the initial meeting or at any subsequent meeting, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause."*

Page 7 Article 4 (continued)

4.6 Construction Liens – Delete: *"and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer at the time of recording the claim of lien." "No construction lien shall arise or attach to a Condominium Unit for work performed on the general common elements not contracted by the Association or the Developer."*

4.7 Managing Agent – Delete: *"The Developer or any person or entity related thereto may serve as managing agent if so appointed."*

Page 8 Article 5

5.1 Administrative Expenses – Delete: ", *and*" - This is a separate sentence. *

5.2 Determination of Assessments – Added: the last paragraph as Sub-Section (d); no word change. *

5.3 Levy of Assessments – Change word from: "*fairly*" to "*reasonably*". *

Page 9 Article 5

5.4 (a) Collection of Assessments - Delete: ", *and*" - This is a separate sentence. There are 3 places in this paragraph where there is separate sentences. *

Page 10 Article 5

5.5 Obligations of the Developer – Delete entire section

Page 10 Article 6

6.1 Real Estate Taxes and Repair - Delete: ", *and*" - This is a separate sentence. There are 2 places in this paragraph where there is separate sentences. *

Page 12 Article 6

6.5 Eminent Domain – Added: "*In*" at the start of this Sub-Section. *

Page 13 Article 6

6.5 (c) Eminent Domain – Delete: ", *then*" - This is a separate sentence. *

Page 13 Article 7

7.1 Residential Use Restriction – Delete: *"Developer, as long as Developer owns any Unit in the Condominium, and the"…*

Delete: *", and*" - This is a separate sentence. *

Change: "*require*" to "*necessitate*". *

7.2 (a) Design Control – Delete: *"Until such time as residences have been constructed on all the units developed in the Property, the Developer retains the right to designate the members of the Design Control committee, including the number of members. From and after the time residences have been constructed on all units in the Property, or from and after such earlier time as the Developer may relinquish its rights hereunder,"*

Page 14 Article 7

7.2 (a) Design Control – Delete: "*professionally*" *

Change: "*take into account"* to: "*consider*" *

Delete: ", *and*" This is a separate sentence. *

7.2 (c) Design Control – Change: "*responsibility of the Owner"* to: "*Owner's responsibility". **

7.2 (d) Design Control – Change: "*in lieu of*" to "*instead of" **

Change: "*make suggestions as to changes*" to: *"suggest changes". **

Change: "*before giving approval*" to "*before approving". **

Delete: ", *and*" - This is a separate sentence. *

Change: "*In order*" to "*To enhance". **

Page 15 Article 7

7.3 (c) Setbacks - Change: "*be in conformance*" to "*shall conform". **

Page 16 Article 7

7.3 (d) Completion – Delete: *"and the Developer or"…*

Page 18 Article 7

7.4 (e) Use Restrictions - Delete: ", *and*" - This is a separate sentence. *

Page 19 Article 7

7.4 (e) Use Restrictions - Delete: "*It is the intention of the Developer in framing*". *

Delete: "*so long as they are controlled by their owners" Add: "provide their owners control them"* *

7.4 (f) Use Restriction - Change: "*full"* To*: "complete"* *

Page 20 Article 7

7.4 (n) Use Restrictions – Delete: *", except that the Developer reserves the sole right to determine and resolve any dispute with respect to any act of the Developer or an affiliate, including matters reserved to the Design Control Committee as long as the same is controlled by the Developer, provide that such determination shall be reasonable under all the circumstances."*

Page 23 Article 7

7.10 (a) Developer's Reserved Rights – Delete entire section.

7.10 (b) Developer's Reserved Rights – Delete entire section.

7.10 (c) Developer's Reserved Rights – Delete entire section.

Page 23 Article 8

8.1 Mortgage of Condominium Units - Change: "*normal*" To*: "regular business hours*" *

Page 24 Article 8

8.2 Notice of Insurance - Change: "*appearing*" To*: "listed in the book*" *

8.5 Foreclosure - Change: "*the date the mortgage*" To*: "date file mortgage*" *

Page 26 Article 10

10.1 Arbitration - Delete: ", *and*" - This is a separate sentence. *

10.2 (a) Disputes Involving the Developer - Delete entire section.

10.2 (b) Disputes Involving the Developer - Delete entire section.

10.2 (c) Disputes Involving the Developer - Delete entire section.

Page 27 Article 12

12.1 Severability – Change: "*In the event that any*" To: *If any of the terms*" *

12.2 Notices – Change address from: "*1320 Elk Court, T.C. 49686"* to: *"114 Cinnamon Lane, T.C. 49696" or email at cinridge@gmail.com.*

*** Denotes recommended by Attorney, Craig Huber**