

BY-LAWS OF

THE GARRISON IN DOVER, A CONDOMINIUM

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Purpose. The administration of the Condominium shall be governed by these By-Laws which are annexed to the Declaration of a condominium and are made a part thereof, and all present and future holders of any interest in the Condominium shall hold said interest subject to these By-Laws as well as to the Declaration and the Rules promulgated hereunder.

2. Definitions. Terms not defined herein or in the Declaration shall have the meanings specified in Section 3 of the Condominium Act.

3. By-Laws' Applicability. The provisions of these By-Laws are applicable to the Property, and the use, occupancy, sale, lease or other transfer thereof. All present and future owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person who shall use the Condominium, shall be subject to these By-Laws and to the Rules of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgment that such owner, tenant or occupant has accepted and ratified these By-Laws, the provisions of the Declaration and the Rules and will comply with them.

4. Office. The office of the Condominium and of the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors. The address of the Condominium is:

ARTICLE II

UNIT OWNERS' ASSOCIATION

1. Composition. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these By-Laws, shall constitute the "Unit Owners' Association" which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium, and performing all of the acts that may be required to be performed by the Unit Owners' Association by the Condominium Act. Except as to those matters which the Act specifically requires to be performed by the vote of the Unit Owners, the administration of the Condominium shall be performed by the Board of Directors (as more particularly set forth in Article III).

2. Voting. Each Unit which has been conveyed or rented by the Declarant shall be entitled to the number of votes equal to the Percentage Interest assigned to such Unit in the Declaration. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the votes appertaining to that Unit. But if more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with

the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons, a Unit Owner. Except where a greater number is required by the Condominium Act, the Declaration, or these By-Laws, a majority of the votes of Unit Owners present in good standing and entitled to vote is required to adopt decisions at any meeting of the Unit Owner's Association. If the Declarant owns or holds title to one or more Condominium Units, the Declarant shall have the right at any meeting of the Unit Owner's Association to cast the votes to which such Units are entitled.

3. Place of Meeting. Meetings of the Unit Owner's Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Board of Directors and stated in the notice of meeting.

4. Annual Meeting. The annual meetings of the Association shall be held on December 1 of each year, or on such other date within a thirty day period prior to or subsequent from such date, as may be designated by the Board of Directors and reflected in the notice provided for in Paragraph 6 below. At such annual meetings the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Article III. Provided, however, that until three (3) years after the recordation of the Declaration or until Units to which three-fourths (3/4) of the undivided interest in the common area appertain have been conveyed by the Declarant, whichever first occurs, the Declarant shall be entitled to elect all of the members of the Board of Directors. The Association may transact such other business as may properly come before them at such meetings.

5. Special Meetings.

(a) Transfer of Control by Declarant. Promptly after Units representing seventy-five (75) percent or more of the undivided interest in common area have been conveyed by Declarant, but in no event later than three (3) years after the formation of the Association by the recordation of the Declaration, the Declarant shall notify the Unit Owners thereof and shall call a special meeting of the Unit Owners. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. At such meeting the persons designated by the Declarant shall resign as members of the Board of Directors, and all of the Owners, including the Declarant if the Declarant owns any Unit or Units, shall elect a new Board of Directors.

(b) Other Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owner's Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Clerk by Owners having not less than thirty (30) percent of the votes of all Owners. The notice of any special meeting shall set forth the purpose thereof and no business shall be transacted at a special meeting except as stated in the notice.

6. Notice of Meeting. It shall be the duty of the Clerk to mail, by United States mail, return receipt requested, a notice of each annual meeting or special meeting, at least twenty-one (21) days in advance of such meeting, stating the purpose

