

Section 3. OTHER DUTIES. In addition to duties imposed by these By-Laws, or by resolutions of the Association, the Board shall be responsible for the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and any amendments thereto and enforcement of same.
- (b) Care, upkeep and surveillance of the Property and the Common Areas.
- (c) Employment, dismissal and control of the Personnel necessary for the maintenance and operation of the common areas.
- (d) Collection of assessments from the co-owners.
- (e) Performing repairs caused by any natural disaster or man-made damage from the reserve account and any special assessment, or causing the same to be done.
- (f) Obtaining of insurance for the Property, pursuant to the provisions hereof and the provisions of the Master Deed, or causing the same to be done.
- (g) Grant or relocate easements which are not inconsistent with the owners full use and enjoyment of the common properties.
- (h) Making of repairs, additions and improvements to or alterations of, the property and repairs to and restoration of the property in accordance with the other provisions of these By-Laws; provided, however, that the Board of Directors shall not undertake any repair covered by the warranty without the consent of a majority of the Unit Owners.

Section 4. MANAGEMENT AGENT. The initial management agent shall be the Sponsor, also known as the Developer, or such professional manager as may be appointed. After two (2) units have been sold, or after the expiration of three (3) years, whichever comes first, the Board may employ a management agent at the compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. FIRST BOARD OF DIRECTORS. Following the sale of two (2) units, or after the expiration of three (3) years, whichever comes first, the first Board of Directors consisting of two (2) members shall be designated by the Sponsor. These appointments will be temporary and will continue only until the first annual meeting of the unit owners held pursuant to the provisions of these By-Laws. At the first Annual Meeting of the Association, the two (2) Board members shall be elected and hold office for one year. An election of Board members shall be held at each annual meeting of the Association thereafter. Provided further, each unit is entitled to have a unit owner on the Board. Any and all of said Board Members shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 6 of this Article. During the period in which the Sponsor's designees constitute a majority of the Board of Directors, the Board of Directors shall not enter into any contract having a term which extends beyond the term of any Management Agreement with such Manager as might be appointed by Sponsor, if any is.

Section 6. VACANCIES. Vacancies in the Board of Directors caused by reason other than the removal of a member of the Board by a vote of the Association shall be filled by vote of the majority of the remaining members, even though they constitute less than a quorum; and each person so elected shall be a member of the Board until a successor is elected at the next meeting of the Association.

Section 7. REMOVAL OF MEMBERS OF THE BOARD. At any regular or special meeting of the Association duly called, any one or more of the members of the Board may be removed with or without cause by a majority of co-owners and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed to the Association shall be given an opportunity to be heard at the meeting. No Board member shall continue to serve on the Board if during the term of office, he shall cease to be a unit owner (except as provided in Section 5 regarding Sponsor's appointee).