

**CO-OWNER INFORMATION BOOKLET**

**FOR**

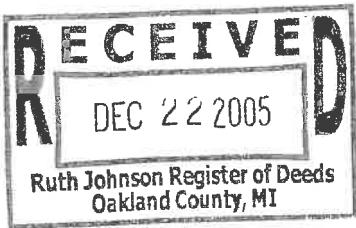
**ARROWON PINES CONDOMINIUM**

**A RESIDENTIAL CONDOMINIUM  
LOCATED IN THE CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN**

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**UPDATED: March, 2016**





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**ARROWON PINES CONDOMINIUM ASSOCIATION  
 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN 771**

**LEASE ADMINISTRATION RULES AND PROCEDURES  
 ADOPTED BY THE BOARD OF DIRECTORS  
 NOVEMBER 16, 2005**

**PURSUANT TO AUTHORITY CONFERRED  
 BY THE AMENDED AND RESTATED BYLAWS  
 (EXHIBIT "A" TO THE MASTER DEED, AS RECORDED IN  
 LIBER 12739, PAGES 299 - 366, INCLUSIVE, OAKLAND COUNTY RECORDS,  
 AS AMENDED)**

**Effective: November 16, 2005**

In order to assure that Arrowon Pines Condominium at all times remains an "owner-occupied" residential community, the Third Amendment to the Master Deed of Arrowon Pines, which became effective upon its recording in the Oakland County Register of Deeds on May 4, 2005, imposed new limitations upon the right of a Co-owner to lease a Unit in the Condominium.

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**One of the fundamental purposes of the Association is to develop and enforce rules, regulations and procedures which will implement the Amended and Restated Bylaws and enhance the shared ownership experience. Article VI, Section 10 of the Amended and Restated Bylaws grants the Board of Directors the authority to make rules and regulations, from time to time, that are consistent with the restrictions upon the leasing of Units in the Condominium imposed by Article VI, Section 2 of the Amended and Restated Bylaws.**

**The Board of Directors has adopted these Lease Administration Rules and Procedures in the expectation they will provide an administrative framework within**

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which the Co-owners can live in harmony with relative certainty as to their leasing rights.

## **I. ADMINISTRATION PROCEDURE-“GRANDFATHERED” LEASES**

**Article VI, Section 2 of the Amended and Restated Bylaws** “grandfathers” all Unit leases that were in existence on May 4, 2005, the effective date of the Third Amendment to the Bylaws, provided that any such lease was made in compliance with the terms and conditions of Article VI, Section 2 of the Bylaws in effect at the time the lease was executed. Every such lease is referred to below as a “Grandfathered Lease”. A Grandfathered Lease remains valid, is unaffected by the Third Amendment to the Master Deed and will not count for the purpose of determining whether any other Unit, not currently leased, may be leased in accordance with the Article VI, Section 2 of the Amended and Restated Bylaws. However, a Grandfathered Lease remains “grandfathered” only for the duration of the initial term of the Grandfathered Lease and all renewal terms of the Grandfathered Lease to which the tenant was unconditionally entitled by reason of the tenant having either previously executed a renewal option or being the holder of an unexecuted, unconditional option which the tenant exercised after May 4, 2005; provided, that both the Co-owner and tenant at all such times must remain in substantial compliance with all applicable provisions and requirements of the Condominium Documents; provided further, the Grandfathered Lease is not sooner terminated, the tenancy abandoned or the Unit sold on any basis, except a sale that is made subject to the Grandfathered Lease.

**The Board of Directors shall direct that the Managing Agent or the Secretary of the Association, if there is no Managing Agent, compile and maintain a schedule of all Units for which a Grandfathered Lease is in effect. This schedule shall reflect all of the following information: the Unit number; the Co-owner name; the tenant name; the commencement date of the initial lease term; the expiration date of the lease term; and, if the lease contains a renewal option, the renewal exercise date, the renewal term commencement date and the renewal term expiration date. The “Schedule of Units For Which a Grandfathered Lease Is In Effect” shall be available for inspection by all Co-owners during business hours at the Association office.**

**The Managing Agent or Secretary, if there is no Managing Agent, shall review the records of the Association in order to identify all Units and Leases that according to the Association records should be included in the “Schedule of Units For Which A Grandfathered Lease Is In Effect.” However, each Co-owner who claims that his Unit(s) qualify to be included thereon is responsible to so notify the Managing Agent or Secretary, as applicable, and to verify that the Association files contain a copy of**

the complete, current lease for the Unit. The Managing Agent or Secretary, as applicable, shall report to the Board of Directors each Unit and lease that qualifies for and should be included on the "Schedule of Units For Which a Grandfathered Lease Is In Effect." The Managing Agent or Secretary, as applicable, also shall separately report to the Board each Unit and lease that a Co-owner claims qualifies for inclusion on the "Schedule of Units For Which a Grandfathered Lease Is In Effect," but which does not, in the opinion of the Managing Agent or Secretary, as applicable, qualify for inclusion, based upon the criteria set forth above. In every such case, the Board shall afford the Co-owner notice and an opportunity for hearing before the Board, after which the Board shall determine whether or not the Unit and lease shall be included. In the absence of bad faith or manifest error, the Board's determination shall be conclusive, and none of the Managing Agent, Secretary Association or its directors or officers, either collectively or individually, shall be responsible for the omission of any Unit from the "Schedule of Units For Which A Grandfathered Lease Is In Effect," notwithstanding that the Unit may meet all other requirements of the Amended and Restated Bylaws and this Rule and Procedure for a Grandfathered Lease.

## **II. ADMINISTRATION PROCEDURE –APPROVAL OF UNIT LEASES**

### **A. Application by Co-owner.**

A Co-owner who desires to rent or lease any Unit in the Condominium shall first comply with the lease approval procedures described in Article VI, Section 2(c) of the Amended and Restated Bylaws and with this Rule and Procedure. This Rule and Procedure shall apply to all Co-owner requests that the Association approve a lease that has not listed been listed on the "Schedule of Units For Which A Grandfathered Lease Is In Effect" described in Part I., above.

Before presenting a lease form or otherwise agreeing to grant possession to a potential lessee of his Unit, the Co-owner shall submit to the Managing Agent or to the Secretary of the Association, if there is no Managing Agent, a written request for lease approval, together with all of the following:

1. A complete copy of the proposed lease form for the Association's review;
2. Unless stated in the proposed lease form, the name(s) of the proposed lessee and, if then known, the name(s) and telephone number(s) of all proposed occupants of the Unit to be leased;
3. Unless stated in the proposed lease form, the proposed commencement date and end date of the initial lease term and, if the tenant will have the option to renew the lease, the commencement date and end date of each renewal term;

4. Unless already provided to and on file with the Association, the Co-owner's current and, if it will change should the proposed lease be approved, new residence address and telephone number.

**B. Association Lease Review and Approval.**

Upon receipt of a Co-owner's lease approval application described in Part II. A., above, the Managing Agent or Secretary of the Association, if there is no Managing Agent, shall first determine whether the application is accompanied by all information therein required. If all required information has not been provided, the Managing Agent or Secretary, as the case may be, shall promptly communicate to the Co-owner the additional information required. If the Managing Agent or Secretary, as the case may be, determines that all required information has been submitted, (s)he shall request that the lease be reviewed by a committee of the Board, by the Association's legal counsel or by such other person as the Board may have designated to perform lease reviews, or shall do so itself if the Managing Agent or the Secretary of the Association, if there is no Managing Agent, has been so designated by the Board and has agreed to do so. The Board hereby authorizes and directs the Managing Agent, the Secretary of the Association ( if there is no Managing Agent), any committee of the Board and any other person authorized to perform lease reviews for the Association who is not a lawyer, to seek and obtain at the Association's expense the advice and assistance of the Association's legal counsel whenever it determines that it is advisable to do so. In every such case, all attorneys' fees so incurred by the Association shall be deemed an expense of lease review that is in addition to the lease administration fee required by Article VI, Section 2(c) of the Amended and Restated Bylaws and shall be allocated and charged to the Co-owner and collectible in the same manner as is provided for assessments in Article II of the Amended and Restated Bylaws. Lease reviews shall be concluded as soon as reasonably possible and, except in extraordinary circumstances, no later than ten (10) business days after the Managing Agent's or Secretary's, as the case may be, receipt of a satisfactory lease approval application.

The Managing Agent, or the Secretary of the Association, if there is no Managing Agent, shall notify the Co-owner in writing that the Association approves the proposed Unit lease if (s)he determines that all of the following are true:

1. The proposed lease would not cause the aggregate number of Units in the Condominium then approved to be leased to exceed two (2). For the purpose of this requirement, the Board of Directors shall not consider:
  - (a) any Grandfathered Lease;

- (b) any Unit that is being leased by a lender that has purchased and is in possession of the Unit after the foreclosure of its mortgage, or after conveyance to the lender by deed given in lieu of foreclosure;
  - (c) any Unit that is owned by an heir or devisee of a deceased Co-owner.
2. The Managing Agent, Secretary of the Association, Board committee or other person designated by the Board to perform lease reviews has determined that the proposed lease or occupancy agreement substantially complies with Article VI, Section 2(a) of the Amended and Restated Bylaws; and,
3. If applicable, the Co-owner has paid to the Association the lease administration fee required by Article VI, Section 2(c) of the Amended and Restated Bylaws. The Managing Agent or Secretary, as the case may be, shall notify the Board of Directors at its next regular meeting of all lease approvals communicated since the last regular Board meeting.

In all other cases, the Managing Agent or the Secretary of the Association, if there is no Managing Agent, shall notify the Co-owner in writing that the Association cannot approve the proposed Unit lease, specifying the reason(s) for such disapproval. The Managing Agent or Secretary of the Association, as the case may be, shall notify the Board of Directors at its next regular meeting of all lease approval applications denials communicated since the last regular Board meeting.

If any lease approval application is denied solely because the Managing Agent or the Secretary of the Association, if there is no Managing Agent, has determined that the number of Units leased in the Condominium would exceed two (2) in the aggregate, excluding any Unit that is owned and leased as described in 1.(a)-(c), above, the Co-owner may request within thirty (30) days of the Managing Agent's or Secretary's denial letter that the Board of Directors nevertheless approve the lease application, and the Board in its sole discretion may do so (notwithstanding that the proposed lease would cause the number of Unit leases in the Condominium to exceed two (2) in the aggregate) if the Board determines that rejection of the lease application under the circumstances (including, without limitation, death or extended illness of the Co-owner) would cause undue hardship to the Co-owner or his estate. If any hardship exception is granted by the Board, it may be conditioned or limited in such manner as the Board in its discretion determines.

### **III. ADMINISTRATIVE PROCEDURE - Actions to Remedy Lease Violations.**

Any person who occupies a Unit under a lease or other occupancy agreement or occupancy arrangement, except in compliance with Article VI, Section 2(b) of the Amended and Restated Bylaws and Part II., above, in the sole discretion of the Board of Directors may be evicted by summary proceedings commenced and prosecuted

by the Association in a court of appropriate jurisdiction. The Association also shall have the authority to:

- (1) fine the responsible Co-owner in accordance with the procedures, including notice and hearing, conferred by Article XVIII of the Amended and Restated Bylaws; and,
- (2) assess to the Co-owner and Unit in accordance with Article II of the Amended and Restated Bylaws all of the Association's pre-litigation and litigation expenses, including costs and attorneys' fees, incurred to evict such persons from the Unit and/or otherwise to obtain compliance with Article VI, Section 2 of the Amended and Restated Bylaws and this Rule and Procedure.

The foregoing remedies shall be supplemental and in addition to any other remedies afforded the Association under the Condominium Documents.

The Managing Agent shall so notify the Co-owner of any Unit in writing that the Managing Agent believes is not occupied in compliance with Article VI, Section 2 of the Amended and Restated Bylaws and Part II., above. Such notice shall inform the Co-owner of the meeting of the Board of Directors at which the Managing Agent expects to inform the Board of Directors of the facts concerning the unauthorized occupancy (which meeting shall not be fewer than ten (10) days after the date of the notice), and also shall inform the Co-owner that (s)he may appear at the meeting to dispute or explain those facts. At the Board of Directors meeting specified, the Board, unless it shall adjourn the matter, shall afford both the Managing Agent and the Co-owner, if (s)he shall appear, opportunity to be heard, and thereupon shall determine whether the Association shall avail itself of any remedy permitted by the Amended and Restated Bylaws, this Rule and Procedure or applicable laws. If the Board determines that the Unit is being occupied in violation of Article VI, Section 2 of the Amended and Restated Bylaws and this Rule and Procedure, the Board of Directors shall seek such relief with respect to that violation as in its discretion is appropriate, including, without limitation, proceedings for the eviction of the person(s) so occupying the Unit in violation of the Amended and Restated Bylaws, and the Managing Agent, or the Secretary of the Association, if there is no Managing Agent, shall provide to the Co-owner of the Unit and such person(s) all notices as by Michigan law are required to be given prior to the commencement of summary proceedings for eviction.

If noncompliance continues after the period of time specified in the notice described above, the Board of Directors, or the Managing Agent, may authorize the attorney to commence for the Association against the offending Co-owner and/or nonCo-owner occupants summary proceedings and/or a lawsuit for eviction, money damages, injunctive relief and/or any other remedies afforded by the Amended and Restated Bylaws, this Rule and Procedure or applicable laws that the attorney may

deem appropriate, including the recovery of the Association's costs and attorney's fees pursuant to the Amended and Restated Bylaws and collection of the pre-litigation fees and costs incurred in accordance with Article II of the Amended and Restated Bylaws.

**IV. SEVERABILITY**

In the event that any of the terms or provisions of this Rule and Procedure or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms or provisions of this Rule and Procedure, the Condominium Documents or the remaining provisions of any terms or provisions held to be partially invalid or unenforceable.

**V. REFERENCES TO GENDER OR NUMBER**

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

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This Rule and Procedure has been adopted by the Board of Directors of Arrowon Pines Condominium Association, on November 16, 2005.

BOARD OF DIRECTORS  
ARROWON PINES CONDOMINIUM ASSOCIATION

By: Nils O. Karlson  
Nils O. Karlson, Its President

ATTEST:

BOARD OF DIRECTORS  
ARROWON PINES CONDOMINIUM ASSOCIATION

By: Gloria Burnside  
Gloria Burnside, Its Secretary

ACKNOWLEDGMENT

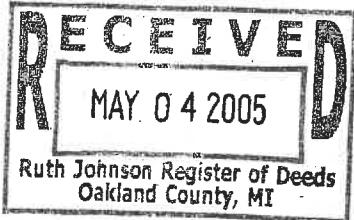
STATE OF MICHIGAN )  
                          )ss

COUNTY OF OAKLAND )

Before me, a Notary Public, appeared Brenda Nell Bennett and Nils O. Karlson, respectively the President and Secretary of the Arrowon Pines Condominium Association, who acknowledged their signatures and affirmed that the foregoing Lease Administration Rules and Procedures were duly adopted by the Board of Directors of the Arrowon Pines Condominium Association on the date stated above.

Brenda Nell Bennett  
Notary Public  
Oakland County, Michigan  
My Commission Expires: July 3, 2008

BRENDA NELL BENNETT  
Notary Public, Oakland County, Michigan  
Acting in Oakland County  
My Commission Expires July 3, 2008



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05/04/2005 02:56:58 P.M. RECEIPT# 48424

PAID      RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

# **ARROWON PINES CONDOMINIUM**

## **THIRD AMENDMENT TO MASTER DEED**

On this 2<sup>nd</sup> day of May, 2005, Arrowon Pines Condominium Association, a Michigan Nonprofit Corporation, organized in order to manage, administer and to maintain Arrowon Pines Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 12739, Pages 299 through 366, inclusive, as amended by First Amendment to Master Deed of Arrowon Pines Condominium, recorded in Liber 13260, Pages 077 through 115, inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 771, as amended by Second Amendment to Master Deed of Arrowon Pines Condominium recorded in Liber 24232 Pages 665 through 705 inclusive, Oakland County Records, Oakland County Condominium Subdivision Plan No. 771, hereby amends the Amended and Restated Bylaws of Arrowon Pines Condominium, attached to the Master Deed as Exhibit "A", in order to amend and restate Article VI, Section 2, pursuant to the authority reserved to the Association to so amend in Article XV, Section 3, of the Amended and Restated Bylaws, being Exhibit "A" to the Master Deed of Arrowon Pines Condominium. The amended and restated Section 2 of Article VI was approved by at least sixty-six and two-thirds percent (66-2/3%) of the Co-owners of Arrowon Pines Condominium, pursuant to an action conducted without a meeting which concluded on December 1, 2004. The approval of at least sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of the Units was obtained on May 2, 2005 pursuant to Section 90a of the Michigan Condominium Act of 1978, as amended; MCL 559.190a.

Said Article VI, Section 2 of the Amended and Restated Bylaws (Exhibit "A" to the Amended Master Deed) is amended in the following manner:

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### **AMENDMENT TO AMENDED AND RESTATED BYLAWS**

22-27-2005-043



1. **AMENDMENT TO ARTICLE VI, SECTION 2 OF THE AMENDED AND RESTATED BYLAWS (EXHIBIT "A" TO THE AMENDED MASTER DEED)**

Article VI, Section 2 of the Amended and Restated Bylaws of Arrowon Pines Condominium (Exhibit "A" to the Amended Master Deed), as set forth below, shall, upon recordation in the office of the Oakland County Register of Deeds of this Amendment, replace and supersede Article VI, Section 2 of the Amended and Restated Bylaws of Arrowon Pines Condominium (Exhibit "A" to the Amended Master Deed).

**ARTICLE VI**  
**RESTRICTIONS**

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Section 2. Leasing and Rental.

- (a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI, provided that written approval of such lease transaction is obtained from the Board of Directors of the Association in the manner provided herein. Notwithstanding anything herein to the contrary, a Condominium Unit may not be leased if such lease would violate subsection (b) below. A Co-owner's request for written approval of such lease transaction shall be submitted to the Board of Directors of the Association in the manner specified in subsection (c) below. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is twelve (12) months, unless specifically approved in writing by the Board of Directors. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease, as further provided in subsections (d) and (e) below. The Board of Directors may suggest or require a standard form lease for use by all Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. Copies of all leases in effect as of the effective date of this Amendment shall be provided to the Association within fourteen (14) days of said effective date. Under no circumstances shall transient tenants be accommodated. "Transient tenant" is someone who occupies a Unit for less than the minimum period required above regardless of whether or not compensation is paid. The terms of all leases,



occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and nonCo-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state.

- (b) Leasing Limitation. The total number of Condominium Units that may be leased at any one time in the Condominium Project shall not exceed two (2) Units. Such limitation shall apply to any Condominium Unit leased and/or nonCo-owner occupied after the effective (i.e. recordation) date of this provision; however, these restrictions on leasing shall not apply to any condominium Units that are leased and/or nonCo-owner occupied as of the effective (i.e. recordation) date of this provision, for the duration of that lease term. Notwithstanding any ongoing lease term, any such right to lease shall terminate immediately upon the re-conveyance of the Unit or when the nonCo-owner occupant fails to comply with any of the provisions of the Condominium Documents, including, without limitation, these Amended Bylaws and any rules and regulations of the Association. The Board of Directors in reviewing proposed lease transactions in accordance with the provisions of this Section 2 is responsible for obtaining compliance with the provisions of this Section 2(b) and may adopt such reasonable rules and regulations to insure that the restrictions contained in this Section 2(b) are applied in an equitable manner. In its sole discretion, the Board of Directors may approve leasing of a Unit in excess of the two (2) Unit limitation stated herein in hardship circumstances such as, by way of example and not limitation, circumstances related to death, illness or other such hardship of a Co-owner. In addition, the provisions of this Section 2 (b) shall not apply to a lender in possession of a Condominium Unit by reason of foreclosure or deed in lieu of foreclosure nor shall these provisions apply to an heir or devisee of a Co-owner who obtains title to the Condo Unit as a result of the death of a Co-owner.
- (c) Procedures and Administrative Fees. A Co-owner desiring to rent or lease a Condominium Unit shall request and obtain written approval of the Board of Directors at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number(s). The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Article VI, Section 2 as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.



(d) Violation of Condominium Documents by Tenants and NonCo-owner Occupants.

If the Association determines that the tenant or nonCo-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or nonCo-owner occupant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or nonCo-owner occupant or advise the Association that a violation has not occurred.

(ii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for both eviction against the tenant or nonCo-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the tenant or nonCo-owner occupant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant or nonCo-owner occupant in connection with the Condominium Unit or Condominium Project and for actual legal fees and costs incurred by the Association in connection with legal proceedings hereunder.

(e) Arrearage in Condominium Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give notice of the arrearage to a tenant occupying the Co-owner's Condominium Unit under a lease, rental or occupancy agreement, and the tenant or nonCo-owner occupant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction shall not constitute a breach of the lease, rental or occupancy agreement by the tenant or nonCo-owner occupant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

- (i) Issue a statutory notice to quit for non-payment of rent to the tenant
- (ii) Initiate proceedings pursuant to subsection (d) (ii) of this Section 2.

The form of lease used by any Co-owner shall explicitly contain the foregoing provisions of this subsection (e).



In all other respects, other than as hereinabove indicated, the Master Deed of Arrowon Pines Condominium, as amended, including the Amended and Restated Bylaws attached thereto as Exhibit "A", as hereby amended, and the Condominium Subdivision Plan attached thereto as Exhibit "B", recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

**ARROWON PINES CONDOMINIUM  
ASSOCIATION**  
a Michigan Nonprofit Corporation

By: Nils O. Karlson  
Nils O. Karlson, President

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

On this 2<sup>nd</sup> day of May, 2005, the foregoing Third Amendment to Master Deed was acknowledged before me, a notary public, by Nils O. Karlson, President of Arrowon Pines Condominium Association, a Michigan Nonprofit Corporation, on behalf of said corporation.

CATHERINE JOHNSON

NOTARY PUBLIC

OAKLAND CO., MI

COMMISSION EXPIRES 12/11/2005  
ACTING IN Oakland COUNTY

*Catherine J. Johnson*, Notary Public  
Acting in: Oakland County, Michigan  
My Commission Expires: 12/11/2005

Third Amendment to Master Deed

Drafted by and when Recorded Return to:

ROBERT M. MEISNER, ESQ.

MEISNER & ASSOCIATES, P.C.

30200 Telegraph Road, Suite 467

Bingham Farms, Michigan 48025-4506

(248) 644-4433

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## **ARROWON PINES CONDOMINIUM ASSOCIATION**

### **WINDOW AND DOOR RULES AND REGULATIONS**

Adopted : Nov. 6, 2006

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One of the fundamental purposes of the Condominium Association is to develop and enforce Rules and Regulations which enhance the shared ownership involved. Rules and Regulations provide the basis for protecting the Co-owners' investment in the Condominium Project and for providing the framework within which Co-owners can live in harmony in a group situation. We hope you will recognize the following Window and Door Rules and Regulations as additional tools to keep Arrowon Pines Condominium beautiful and to make the Condominium Project a pleasant living environment for all its residents.

Article VI, Section 10 of the Amended and Restated Bylaws for Arrowon Pines Condominium grants the Board of Directors the authority to make Rules and Regulations as are reasonably necessary to meet the desires of the majority of the Co-owners in the Condominium.

Pursuant to the Fourth Amendment to the Master Deed, the Co-owners are responsible for the maintenance, repair and replacement of windows, doorwalls, front doors, exterior doors and garage doors. All maintenance, repair and replacement measures shall be undertaken in compliance with the procedures and guidelines set forth in these rules and regulations.



## **I. REPLACEMENT PROCEDURES.**

As a supplemental rule to Article IV, Sections 4.01 (n), 4.02 (w) and 4.03 (b) and (c) of the Master Deed, as amended by the Fourth Amendment to the Master Deed, and Article V, Section 4 of the Amended and Restated Bylaws (Exhibit "A" to the Master Deed), as so amended, windows, doorwalls, front doors, exterior doors and garage doors shall be replaced in accordance with the following procedures:

### **A. WINDOWS AND DOOR WALLS:**

1. Windows and Standard Doorwalls Replacement: If a Co-owner has a window or doorwall that is in need of replacement, he or she must complete an ARROWON PINES WINDOW REPLACEMENT FORM (sample attached) and deliver or mail it to the Board of Directors of Arrowon Pines Condominium Association, c/o the Secretary (at the address specified on the form) to start the process for ordering new windows or doorwall(s). The Secretary will record the new window and/or doorwall request and forward it to the Arrowon Pines selected window/doorwall contractor, **Renewal by Anderson**, who will then contact you for an appointment. Except as provided below in subparts 2 and 3, windows and doorwalls shall only be purchased from and installed by **Renewal by Andersen** with payment made directly to Renewal by Andersen by the Co-owner. Failure to install the required **Renewal by Andersen** window may deem you in default of the Condominium Documents for which you may be subject to numerous consequences, including, without limitation, a lawsuit for injunctive relief, money damages and/or the replacement remedies set forth in subsection C of these rules set forth below.
2. Special Doorwall Replacement Exception: Special doorwalls with special features such as internal blinds, etc., may be purchased by the Co-owner and installed by a different window company only upon the prior written approval of the Board of Directors of Arrowon Pines Condominium Association.
3. Insurable Window and Doorwall Repairs or Replacements. If a Co-owner's window(s) or doorwall is in need of repair or replacement and the insurance company will pay the costs of the necessary repair or replacement, such repair or replacement window may be acquired and installed by the window company selected by the insurance company paying for the repair or replacement.

### **B. FRONT DOORS, EXTERIOR DOORS AND GARAGE DOORS:**

1. Door Replacement Procedures. Each Co-owner must contact the managing agent for the Association if there is a need for replacement of his or her front door, exterior door or garage door. The replacement will be undertaken by Arrowon Pines Condominium Association, through its employee or contractor. The responsibility for the payment of the costs of the replaced door shall borne by the Co-owner of the Unit to which it is attached. The



replacement cost will be billed to the Co-owner and if not timely paid to the Association it may be collected by the Association in accordance with the assessment collection remedies set forth in Article II of the Amended and Restated Bylaws (Exhibit "A" to the Master Deed).  
(At the time of the promulgation of these rules, the managing agent for the Association is: Better Living Service (800-498-4022).)

2. Door Repair Requirements. Each Co-owner is responsible for the performance and costs incurred for any repair needed to the front door, exterior door or garage door of his or her Unit.

#### **C. MANDATORY REPAIR OR REPLACEMENT REQUIREMENT:**

1. Window, Doorwall and Door Inspections. The Arrowon Pines Condominium Association Board of Directors has the right and the fiduciary responsibility to periodically inspect windows, doorwalls, front and exterior doors, garage doors, and other exterior components to ensure that these areas are maintained in good working order and condition, and in conformity with these rules and regulations.
2. Demand for Repair or Replacement of Windows, Doors or Doorwalls. If the Board determines that a window, doorwall, exterior door, or garage door requires repair or replacement, the responsible Co-owner will be notified in writing that such item(s) require repair or replacement. Any necessary repair must be completed within sixty (60) days of such notification. In the case of a needed replacement, the Co-owner must initiate the replacement procedures set forth in parts A and B above within sixty (60) days of such notification.
3. Failure to Repair or Replace Windows, Doors or Doorwalls. If the Co-owner fails to repair the window, doorwall, exterior door, or garage door as requested by the Association within the time specified above, and in accordance with the Arrowon Pines Condominium Association Replacement Procedures, Arrowon Pines Condominium Association will make the necessary repairs and/or replacement and bill the Co-owner for the costs incurred. Any unpaid costs may be collected by the Association in accordance with the assessment collection remedies set forth in Article II of the Amended and Restated Bylaws (Exhibit "A" to the Master Deed), including, without limitation, interest, late charges, costs and attorneys' fees, recording a lien against your Unit and foreclosure proceedings.

---

These Window and Door Rules and Regulations have been adopted by the Board of Directors of Arrowon Pines Condominium Association on Nov. 6, 2006, but shall take effect only when, and if, the proposed Fourth Amendment to the Master Deed is approved in accordance with Section 90a of the Michigan Condominium Act by a 2/3 vote of approval of the first mortgage holders of record and subsequently recorded in the County Register of Deeds office.



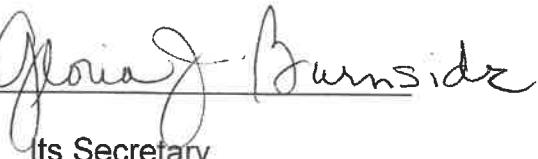
BOARD OF DIRECTORS OF  
ARROWON PINES  
CONDOMINIUM ASSOCIATION

By:

  
Its President

ATTEST:  
BOARD OF DIRECTORS  
ARROWON PINES CONDOMINIUM  
ASSOCIATION

By:

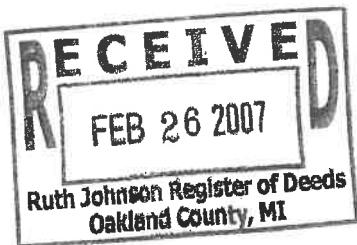
  
Its Secretary

DRAFTED BY:

ROBERT M. MEISNER, Esq.  
Meisner & Associates, P.C.  
30200 Telegraph Road, Ste. 467  
Bingham Farms, MI 48025-4506  
(248) 644-4433  
km/server/arrowon/Rules - windows 11.2.06

[ATTACHMENT - ARROWON PINES WINDOW REPLACEMENT FORM]





42409  
 LIBER 38803 PAGE 144  
 \$22.00 MISC RECORDING  
 \$4.00 REMONUMENTATION  
 02/26/2007 02:13:04 P.M. RECEIPT# 20527



PAID      RECORDED - OAKLAND COUNTY  
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

## ARROWON PINES CONDOMINIUM

### FOURTH AMENDMENT TO MASTER DEED

On this 26<sup>th</sup> day of February, 2007, Arrowon Pines Condominium Association, a Michigan Nonprofit Corporation, organized in order to manage, administer and to maintain Arrowon Pines Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 12739, Pages 299 through 366, inclusive, as amended by First Amendment to Master Deed, recorded in Liber 13260, Pages 077 through 115, inclusive, Oakland County Records, as amended by Second Amendment to Master Deed, recorded in Liber 24232 Pages 665 through 705, inclusive, Oakland County Records, as amended by Third Amendment to Master Deed recorded in Liber 35444, Pages 49 through 53, inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 771, pursuant to the authority to so amend in Article VIII, Section 8.02 of the Initial Master Deed of Arrowon Pines Condominium, Article XV, Section 3 of the Amended and Restated Bylaws (Exhibit "A" to the Master Deed, as amended), and pursuant to Section 90a of the Michigan Condominium Act of 1978, as amended, MCL 559.190a (the "Act"), the Association, with the consent of at least sixty-six and two-thirds percent (66-2/3%) of the Co-owners entitled to vote who cast their consents pursuant to an Action Taken Without a Meeting which concluded on October 20, 2006, hereby amends the Master Deed of Arrowon Pines Condominium and the Amended and Restated Bylaws (Exhibit "A" to the Master Deed, as amended), for the purpose of changing the windows and doors from General Common Elements to Limited Common Elements and shifting the responsibility for the maintenance, repair and replacement of the windows and the doors to the Co-owners. The approval of at least sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of the Units was obtained on February 2, 2007 pursuant to the Act. Said Master Deed and said Amended and Restated Bylaws (Exhibit "A" to the Amended Master Deed) are amended in the following manner:

9000771

1. Amended Article IV, Section 4.01(n) of said Master Deed of Arrowon Pines Condominium as set forth below, shall, upon recordation in the Office of the Oakland County Register of Deeds of this Amendment, replace and supersede Article IV, Section

22-27200-000

O.K. KB



4.01 (n) of the Master Deed as recorded and amended, and the previously recorded Article IV, Section 4.01 (n) shall be of no further force or effect.

#### ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project described below and in Exhibit B and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

**4.01 General Common Elements.** The Common Elements described below are General Common Elements:

\*\*\*

**(n) Structural Elements.** The foundations, supporting columns, beams, perimeter walls (excluding windows, screens, doorwalls, exterior doors, screen doors, and garage doors), roofs, ceilings, floor construction, chimneys and other structural components.

---

2. Amended Article IV, Section 4.02 (w) of said Master Deed of Arrowon Pines Condominium as set forth below, shall, upon recordation in the Office of the Oakland County Register of Deeds of this Amendment, be amended to add subparagraph (w) thereto to read as follows:

#### ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project described below and in Exhibit B and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

\*\*\*

**4.02 Limited Common Elements.** The Common Elements described below are Limited Common Elements and are assigned as follows:

\*\*\*

**(w) Windows and Doors.** The windows, screens, doorwalls, exterior doors, screen doors, and garage doors, which are assigned to the Unit to which they are attached.



3. Amended Article IV, Section 4.03 (b)(i) and (c) of said Master Deed of Arrowon Pines Condominium as set forth below, shall, upon recordation in the Office of the Oakland County Register of Deeds of this Amendment, replace and supersede Article IV, Section 4.03 (b)(i) and (c) of the Master Deed as recorded and amended, and the previously recorded Article IV, Section 4.03 (b)(i) and (c) shall be of no further force or effect.

#### ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project described below and in Exhibit B and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

\* \* \*

**4.03 Responsibilities for Maintenance, Etc.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

\* \* \*

**(b) Limited Common Elements:**

**(i) Co-Owner.** The responsibility for and costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article IV, Section 4.02 (a), (b), (c), (e), (f), (g), (h), (i), (j), (k), (m), (n), (o), (p), (s), (u), (v) and (w) shall be borne by the Co-owner of the Unit to which they are assigned. All maintenance, decoration, repair and replacement of the windows, screens, doorwalls, exterior doors, screen doors and garage doors shall be undertaken by the Co-owner subject to and in compliance with any specifications that may be established by the Board of Directors from time to time in duly adopted rules and regulations, regarding paint color or type, style, make, pattern and such other standards deemed necessary in the sole discretion of the Board.

\* \* \*

**(c) Drywall.** Notwithstanding the responsibilities described in Article IV, Section 4.03 (a) above, the Co-owner of the Unit shall be responsible for and bear



the cost of the replacement of any drywall damaged from the inside of the Unit. The Association shall be responsible for and bear the cost of replacing any other damaged drywall.

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4. Amended Article V, Section 4 of the Amended and Restated Bylaws of Arrowon Pines Condominium (Exhibit "A" to the Amended Master Deed) as set forth below, shall, upon recordation in the Office of the Oakland County Register of Deeds of this Amendment, replace and supersede Article V, Section 4 of the Amended and Restated Bylaws of Arrowon Pines Condominium (Exhibit "A" to the Amended Master Deed) as recorded and amended, and the previously recorded Article V, Section 4 shall be of no further force or effect.

## ARTICLE V RECONSTRUCTION OR REPAIR

\* \* \*

**Section 4. Co-owner Responsibility for Repair.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of the Co-owner's Unit, and the windows, screens, doorwalls, exterior doors, screen doors and garage doors, including, but not limited to, floor coverings, wall coverings, window shades, draperies, cabinets, interior trim, furniture, light fixtures and all appliances (including their hoses or other apparatuses), whether free-standing or built-in, and all other internal installations, and drywall damaged from the inside of the Unit as provided by Section 4.03 (c) of the Master Deed. In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and mortgagee jointly. In the event damage to a Co-owner's Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

---



In all other respects, other than as hereinabove indicated, the Master Deed of Arrowon Pines Condominium, as hereby amended, including the Amended and Restated Bylaws attached thereto as Exhibit "A", as hereby amended, and the Condominium Subdivision Plan attached thereto as Exhibit "B", recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

**ARROWON PINES CONDOMINIUM  
ASSOCIATION**  
a Michigan Nonprofit Corporation

By: Nils O. Karlson  
Nils O. Karlson, President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )  
ss. )

On this 26<sup>th</sup> day of February, 2007, the foregoing Fourth Amendment to Master Deed was acknowledged before me, a notary public, by Nils O. Karlson, President of Arrowon Pines Condominium Association, a Michigan Nonprofit Corporation, on behalf of said corporation.

Diane M. Fletcher Diane M. Fletcher  
Notary Public Macomb County  
Acting in: Oakland County, Michigan  
My Commission Expires: 10/7/12

Fourth Amendment to Master Deed  
Drafted by and when Recorded Return to:  
ROBERT M. MEISNER, ESQ.  
MEISNER & ASSOCIATES, P.C.  
30200 Telegraph Road, Suite 467  
Bingham Farms, Michigan 48025-4506  
(248) 644-4433



**ARROWON PINES CONDOMINIUM ASSOCIATION  
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN 771**

**SUPPLEMENTAL LEASE ADMINISTRATION  
RULES AND PROCEDURES  
ADOPTED BY THE BOARD OF DIRECTORS**

January 19, 2011

**PURSUANT TO AUTHORITY CONFERRED  
BY THE AMENDED AND RESTATED BYLAWS  
(EXHIBIT "A" TO THE MASTER DEED, AS RECORDED IN  
LIBER 12739, PAGES 299 - 366, INCLUSIVE,  
OAKLAND COUNTY RECORDS, AS AMENDED)**

**Effective: January 19, 2011**

On November 16, 2005, the Board of Directors adopted Lease Administration Rules and Procedures concerning the enforcement of Article VI, Section 2 of the Amended and Restated Bylaws.

These Supplemental Lease Administration Rules and Procedures shall add new Sections II, C. and II, D as follows:

**C. Duration of Lease Approval**

Upon obtaining lease approval under subsection (B) above, a co-owner shall submit a fully executed lease to the Association or its Managing Agent within thirty (30) days of receiving notification of lease approval. In the event that the co-owner fails to submit the fully executed lease within thirty (30) days, lease approval shall be rescinded by the Association and the Association shall notify the first Co-owner on the waiting list of the opportunity to submit a lease for review and approval as provided by Section II.

A Co-owner obtaining lease approval, and who timely submits a fully executed lease, shall be allowed to continuously rent his or her unit provided the following conditions are satisfied:

- (i) The approved lease shall be for a term of twelve (12) months in duration, and each subsequent approved lease term shall also be 12 months in duration; and

- (ii) In the event that the lessee abandons the unit, the approved lease expires or the co-owner evicts the lessee, the Co-owner shall have sixty (60) days to submit a proposed lease extension to the Association for review and approval. Within ten (10) days of submission of the proposed extension under this section, the Association or its Managing Agent shall undertake the review and approval of the proposed extension.

D. Notification to Co-owners of Opportunity to Lease

The Association shall maintain a waiting list of Co-owners desiring to lease their units. Co-owners whose requests for lease review and approval have been denied under Section II (B) shall be added to the waiting list based on order of the date of rejection.

Upon any of the following events occurring:

- a) Violation of any of the conditions within Section II(C) by a Co-owner approved to lease; or
- b) Eviction of a lessee identified in an approved lease by the Association under MCL 559.212(4);
- c) Sale, transfer or conveyance of the unit by the Co-owner approved to lease;
- d) Failure of the Co-owner to comply with II, C(ii) or the sixty (60) day time limit provided therein.

the Association shall notify the next Co-owner on the waiting list of the opportunity to submit an application for lease approval under these rules. The Association shall mail written notice to a co-owner providing sixty (60) days to submit an application for lease review and approval in the same manner set forth under Section II(A) of these rules. If the Association fails to receive a satisfactory lease approval application within sixty (60) days, or if the Association rejects the application for lease approval, the Association shall advise the next co-owner on the waiting list of his or her right to submit the application for lease review and approval in conformance with these rules.

**Management:**

Financial: BLS Property Management presented the following reports and correspondence: November 1-30 and December 1-31, 2010 Financial Statement, (2) Water and Sewer Bills, (3) Electric Bills, (4) Status of Delinquent Accounts, and (5) Closed and Open Work Orders.

Legal: Report on the Status of Delinquent Accounts was discussed as well as legal communications.

**4. NEW BUSINESS**

Replacement of Ornamental Trees: The Association has received a few requests from co-owners to replace their ornamental trees. Secretary Gloria Burnside has consulted a nursery specialist from Midwest Landscape, and he recommends a Spring Snow Crabapple (NO FRUIT OR BERRIES). The Board will continue to discuss the process and pricing at the March meeting.

**5. OLD BUSINESS**

Lease Administration Rules and Procedures: The Board approved legal counsel's "Supplemental Lease Administration Rules and Procedures" which better defines the actual process for leasing. (This document is included with these minutes). This document is in conjunction with the Associations "Lease Administration Rules and Procedures" adopted by the Board of Directors on November 16, 2005 when the Association amended the by-laws limiting the number of leased units to two.

Note: As with other important documents, they will also be posted on the new Arrowon Pines website under "Documents".

Lease at 43460 Algonquin Dr.: The Board approved a one-year lease (January 19, 2011 through January 31, 2012) between Co-Owner Tetsuo Kawamura and Tenant Takemichi Ishikawa.

Arrowon Pines Website: Each Co-Owner should have received a letter from BLS Property Management Company explaining how to access the website along with a password. Any Co-Owner who does not have computer access may still receive their communications through regular mail. Just call Kathy Gallentine at 734-416-8270, ext. 15.

Note: Board meeting minutes are under the heading of "Community News" on the Arrowon Pines website.

**6. ADJOURNMENT**

The Board adjourned the meeting at 9 p.m.

**7. NEXT MEETING:** Wednesday, March 16, 2011 at 7 p.m. at the Novi Civic Center on 10 Mile Road.

Submitted by Secretary,

Gloria Burnside, Secretary  
Arrowon Min. 2011/January 19, 2011

## REMINDERS

- ✓ **Association Dues/Assessment:** Your March 1, 2011 association assessment will be \$825 (your regular \$325 monthly assessment (dues) plus the \$500 one-time annual assessment).
- ✓ **No overnight street parking**
- ✓ **New "Supplemental Lease Administration Rules and Procedures"** are enclosed
- ✓ **This will be the last set of minutes sent via U.S. Mail.** The March minutes will be posted on the website (Any Co-Owner who does not have computer access may still receive their communications through regular mail. Just call Kathy Gallentine at 734-416-8270, ext. 15.)

### ARROWON PINES CONDO ASSOCIATION DIRECTORS MEETING: JANUARY 19, 2011 MINUTES

#### 1. CALL TO ORDER AND ROLL CALL OF BOARD MEMBERS

President Nils Karlson called the meeting to order at 7:03 p.m. Board Members present: Hinrich Hornbostel, Rudy Rudolph, Debra Davis, Gloria Burnside, and Owner Patrice MacEachern from BLS Property Management Company.

NOTE: Owner Patrice MacEachern from BLS Property Management Company explained that Lora Baumann is no longer with their company. Our new Property Manager will be Kathy Gallentine and can be contacted by calling: 734-416-8270, ext. 15.

#### 2. READING AND APPROVAL OF MINUTES

Motion by Rudy Rudolph, seconded by Debra Davis that the Board approves the November 17, 2010 meeting minutes. Motion passed unanimously.

#### 3. REPORTS

**President Nils Karlson:** None

**Vice President Rudy Rudolph:** None

**Treasurer Debra Davis:**

Expense Report: Debra prepared comments for the December 2010 expense report, indicating over and under line items and the status of the reserve account. The Building Maintenance and Maintenance Supplies line items continue to be of concern. The Board worked on and completed a work order procedure to be followed for building maintenance and maintenance supplies tracking purposes. BLS Property Management will be implementing this procedure.

# Michigan Department of Consumer and Industry Services

## *Filing Endorsement*

*This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION*

*for*

*ARROWON PINES CONDOMINIUM ASSOCIATION*

*ID NUMBER: 770826*

*received by facsimile transmission on December 12, 2001 is hereby endorsed*

*Filed on December 12, 2001 by the Administrator.*

*The document is effective on the date filed, unless a  
subsequent effective date within 90 days after  
received date is stated in the document.*

*In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 13th day  
of December, 2001.*



*Andrew J. Metzger*  
, Director

*Bureau of Commercial Services*



CAS515 (Rev 300)

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES  
CORPORATION AND LAND DEVELOPMENT BUREAU**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless  
a subsequent effective date within 90 days after  
received date is stated in the document.

Name

Meisner & Associates, P.C.

Address

30200 Telegraph Road, Suite 467

City

State

Zip Code

Bingham Farms

MI

48025-4506

EFFECTIVEDATE:

Document will be returned to the name and address you enter above.  
If left blank document will be mailed to the registered office.

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION**  
For use by Domestic Profit and Nonprofit Corporations  
(Please read information and instructions on the last page)

*Pursuant to the provisions of Act 284 of Public Acts of 1972 (profit corporations) or Act 162, Public Acts of 1982  
(nonprofit corporations), the undersigned corporation executes the following Certificate:*

1. The present name of the corporation is: Arrowon Pines Condominium Association

2. The identification number assigned by the Bureau is:

770-826

3. Article VII and VIII of the Articles of Incorporation is hereby ~~amended~~ <sup>added</sup> to read as follows:  
See attached pages 2 and 3



## ARTICLE VII

Section 1. A volunteer director, as defined in Section 110(2) of Act No. 162 of the Public Acts of 1982, as amended, and/or a volunteer officer are not personally liable to the Corporation or its members for monetary damages for a breach of the director's or officer's fiduciary duty. However, this provision shall not eliminate or limit the liability of a director or officer for any of the following:

- (A) A breach of the director's or officer's duty of loyalty to the Corporation or its members.
- (B) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law.
- (C) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended.
- (D) A transaction from which the director or officer derived an improper personal benefit.
- (E) An act or omission occurring before the effective date of this Amendment granting limited liability.
- (F) An act or omission that is grossly negligent.

Section 2. The Corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of this Amendment granting limited liability if all of the following are met:

- (A) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (B) The volunteer was acting in good faith.
- (C) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (D) The volunteer's conduct was not an intentional tort.
- (E) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.



Section 3. If, after the adoption of this Article by the Corporation, the Michigan Nonprofit Corporation Act is amended to further limit or eliminate the liability of a volunteer director, volunteer officer, or other volunteer, then a volunteer director, volunteer officer, or other volunteer shall not be liable to the Corporation or its members as provided in the Michigan Nonprofit Corporation Act, as amended.

Section 4. No amendment, alteration, modification or repeal of this Article XI shall have any effect on the liability of any volunteer director, volunteer officer, or other volunteer of the Corporation with respect to any act or omission of such volunteer director, volunteer officer, or other volunteer occurring prior to such amendment, alteration, modification or repeal.

Section 5. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

---

2. IT IS HEREBY PROPOSED that an Article VIII be added to the Articles of Incorporation of Arrowon Pinse Condominium Association to provide as follows:

## ARTICLE VIII

Any action which may be taken at a meeting of the members of the Corporation (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members. Written consents may be solicited in the same manner as provided in the Bylaws for the Corporation for the giving of notice of meetings of members. Such solicitation may specify:

- (a) The percentage of consents necessary to approve the action; and
- (b) The time by which consents must be received in order to be counted.

The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted.

---



## COMPLETE ONLY ONE OF THE FOLLOWING:

## 4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_,

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

## 5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 18th day of September, 2001 by the shareholders if a profit corporation, or by the shareholders or

members if a nonprofit corporation (check one of the following)

- at a meeting the necessary votes were cast in favor of the amendment.
- by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.
- by the board of a profit corporation pursuant to section 611(2).

## Profit Corporations

Signed this \_\_\_\_\_ day of \_\_\_\_\_,

By \_\_\_\_\_

(Signature of an authorized officer or agent)

(Type or Print Name)

## Nonprofit Corporations

Signed this 26 day of October, 2001

By Nils O. Karlson  
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

**Nils Karlson, President**

(Type or Print Name)

(Type or Print Title)



# COPY

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LIBER 24232 PAGE 665  
\$87.00 MISC RECORDING  
\$2.00 REMONUMENTATION  
12/12/2001 03:11:27 P.M. RECEIPT# 85481  
PAID RECORDED - OAKLAND COUNTY  
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

## ARROWON PINES CONDOMINIUM

### SECOND AMENDMENT TO MASTER DEED

On this 11<sup>th</sup> day of December, 2001, Arrowon Pines Condominium Association, a Michigan Nonprofit Corporation, organized in order to manage and administer the affairs of, and to maintain Arrowon Pines Condominium pursuant to the Master Deed thereof, recorded in Liber 12739, Pages 299-366, inclusive, as amended by First Amendment to Master Deed recorded in Liber 13260, Pages 077-115, inclusive, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 771, hereby amends and restates the Condominium Bylaws of Arrowon Pines Condominium, being Exhibit "A" to the Master Deed, pursuant to the authority reserved to the Association to so amend in Article VIII, Section 3, of the Condominium Bylaws, being Exhibit "A" to the Master Deed of Arrowon Pines Condominium, and pursuant to Michigan Statutes; MCLA 559.190 and 559.190a. Said Condominium Bylaws, being Exhibit "A" to the Master Deed of Arrowon Pines Condominium, are hereby amended, restated and combined with the amended and restated Association [Corporate] Bylaws as per the attached sheets.

22-27-200-0001st

In all other respects, other than as hereinabove indicated, the initial Master Deed of Arrowon Pines Condominium, including the Condominium Subdivision Plan attached thereto as Exhibit "B," recorded and amended as aforesaid, is hereby ratified, affirmed and redeclared.

#### WITNESSES:

M. Katherine Michael-Brotman  
M. Katherine Michael-Brotman

Deborah Labadie  
Deborah Labadie

ARROWON PINES CONDOMINIUM  
ASSOCIATION, a Michigan Nonprofit  
Corporation

By: Nils J. Karlson

Nils Karlson, President

STATE OF MICHIGAN      }  
                                    }  
COUNTY OF OAKLAND      }  
                                    SS.

The foregoing Second Amendment to Master Deed of Arrowon Pines Condominium was acknowledged before me, a notary public, on this 11<sup>th</sup> day of



December 2001, by Nils Karlson, President of Arrowon Pines Condominium Association, a Michigan Nonprofit Corporation, who acknowledged the within instrument, based upon the authority given to him pursuant to a vote of the members of Arrowon Pines Condominium Association on a portion of the Amendment, tallied and inspected in June 2001, and another vote of the members of Arrowon Pines Condominium Association on the second part of the Amendment, tallied and inspected on September 18, 2001, both parts of which are now integrated, at which times the within Amendment was approved by at least sixty-six and two-thirds percent (66-2/3%) of the co-owners, and that the within Amendment is executed and signed as his free act and deed on behalf of the Association.

M. Katherine Michael-Brothman  
M. Katherine Michael-Brothman, Notary Public,  
in and for Oakland County, Michigan  
My commission expires: 11/6/01

DATED: December 11, 2001

**SECOND AMENDMENT TO MASTER DEED  
DRAFTED BY AND WHEN RECORDED RETURN TO:**

Robert M. Meisner (P17600)  
MEISNER & ASSOCIATES, P.C.  
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**AMENDED AND RESTATED MASTER DEED  
OF ARROWON PINES CONDOMINIUM**



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**AMENDED AND RESTATED MASTER DEED OF  
ARROWON PINES CONDOMINIUM  
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)  
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 771**

This Amended and Restated Master Deed of Arrowon Pines Condominium is made and executed this 17<sup>th</sup> day of February, 2016, by Arrowon Pines Condominium Association, a Michigan nonprofit corporation (the "Association"), represented herein by Joanne Okada, the President of the Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Condominium Act").

The Association desires by recording this Amended and Restated Master Deed to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act. The original Master Deed for Arrowon Pines Condominium, recorded in Liber 12739, Pages 299 et seq., along with the First Amendment thereto recorded in Liber 13260, Pages 77 et seq., the Second Amendment thereto recorded in Liber 24232, Pages 665 et seq., the Third Amendment thereto recorded in Liber 35444, Pages 49 et seq., and the Fourth Amendment thereto recorded in Liber 38803, Pages 144 et seq., Oakland County Records, are hereby superseded (except for the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B and as subsequently amended).

**NOW THEREFORE**, the Association does, upon the recording hereof, reaffirm the establishment of Arrowon Pines Condominium as a Condominium under the Condominium Act and does declare that Arrowon Pines Condominium (hereinafter referred to as the "Condominium") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits A and B applicable hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

## ARTICLE I TITLE AND NATURE

**Section 1.** Condominium Name and Subdivision Plan No. The Condominium shall be known as Arrowon Pines Condominium, Oakland County Condominium Subdivision Plan No. 771. The Condominium is established in accordance with the Condominium Act. The Condominium consists of 44 Units, numbered 1 through 44.

**Section 2.** Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit, are set forth completely in the Condominium Subdivision Plan applicable to this Amended and Restated Master Deed as Exhibit B. Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium. Each Co-owner shall have an exclusive right to their Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium as are designated by this Amended and Restated Master Deed.

**Section 3.** Voting. Co-owners shall have voting rights in Arrowon Pines Condominium Association as set forth herein, in the Amended and Restated Condominium Bylaws and Articles of Incorporation of the Association.

## ARTICLE II LEGAL DESCRIPTION

The land that comprises the Condominium covered by this Amended and Restated Master Deed is particularly described as follows:

Land located in the City of Novi, Oakland County, Michigan, described as:

A part of the Northeast  $\frac{1}{4}$  of Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the East  $\frac{1}{4}$  Corner of said Section 27; then North 00°06'48" West, 490.12 feet, along the East line of said Section 27 and the centerline of Novi Road, to the point of beginning; thence South 89°59'26" West, 1343.44 feet, to the Easterly line of "Orchard Ridge Estates No. 2", as recorded in Liber 170 of Plats, on Pages 4 and 5, Oakland County Records; thence North 00°13'41" East, 657.31 feet, along the Easterly line of said "Orchard Ridge Estates No. 2", and the Easterly line of "Orchard Ridge Estates No. 1", as recorded in Liber 169 of Plats, on Pages 38 and 39, Oakland County Records (recorded as South 00°18'02" West); thence North 89°59'26" East, 839.52 feet; thence South 00°06'49" East, 164.51 feet; thence North 89°59'26" East, 168.78 feet; thence South 00°06'48" East, 131.52 feet; thence North 89°59'26" East, 331.22 feet, to the East line of said Section 27 and the centerline of said Novi Road; thence South 00°06'48" East, 361.28 feet, along the East line of said Section 27 and the centerline of said Novi Road, to the point of beginning. All of the above containing 17.354 Acres. All of the above being subject to the rights of the public in Novi Road. All of the above being subject to easements, restrictions and right-of-ways of record.

## ARTICLE III DEFINITIONS

**Section 1. General Description of Terms Used.** Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits A and B, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of Arrowon Pines Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in Arrowon Pines Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits conflicts with any provision of the Condominium Act, or if any provision required by the Condominium Act is omitted, then the provisions of the Condominium Act are incorporated herein by reference and shall supersede and cancel any conflicting provision.

B. "Amended and Restated Condominium Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

C. "Amended and Restated Master Deed" means this document, and to which the Amended and Restated Condominium Bylaws are attached as Exhibit A, and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B and as subsequently amended, is made applicable as Exhibit B.

D. "Association" means Arrowon Pines Condominium Association, a nonprofit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or Michigan law.

E. "Association Bylaws" or "Corporate Bylaws" refers to those portions of the Amended and Restated Condominium Bylaws pertaining to the operation of the Association as a Michigan nonprofit corporation.

F. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Units.

G. "Condominium Documents" means and includes this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws, the Condominium Subdivision Plan, the Articles of Incorporation for the Association and the Rules and Regulations, if any, of the Association.

H. "Condominium" means Arrowon Pines Condominium as a Condominium established in conformity with the provisions of the Condominium Act.

I. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B and as subsequently amended, which is hereby incorporated by reference and made a part hereof as Exhibit B.

J. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination of the foregoing who or which owns one or more Units. Both land contract vendees and vendors shall be considered Co-owners and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act.

K. "Developer" refers to Sherr Development Corporation, a Michigan corporation, which made and executed the original Master Deed, and its successors and assigns.

L. "Percentage of Value" means the percentage assigned to each Unit in Article VI hereof. The percentages of value of all Units shall total one hundred percent (100%). Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Condominium Act.

M. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination of the foregoing.

N. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

O. "Unit" means a single Unit in Arrowon Pines Condominium, as such is described in Article VI hereof and on the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Condominium Act.

**Section 2. Number and Gender of Words.** Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

## ARTICLE IV COMMON ELEMENTS

**Section 1. Common Elements.** The Common Elements of the Condominium are described in the Condominium Subdivision Plan and as follows:

A. General Common Elements. The General Common Elements are:

(1) Land. The land described in Article II, including landscaping, project identification sign, roads and parking areas all to the extent not designated as Limited Common Elements;

- (2) Nature Preserve. The nature preserve as shown on Exhibit B;
- (3) Electrical. The master electrical meters and electrical wiring network throughout the Condominium, including that contained within Units and Unit walls, ceilings and floors, up to the point of connection with, but not including, the electrical meter for any Unit;
- (4) Electrical Fixtures. The electrical fixtures, plugs, switches, fuse boxes or electrical control panels, and any other similar item connected to the electrical wiring network, located outside the boundaries of a Unit and serving the General Common Elements and the related electrical wiring network;
- (5) Telephone. The telephone wiring network throughout the Condominium, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with the telephone junction box within a building or Unit;
- (6) Gas. The gas meters not attached to any Unit and gas line network throughout the Condominium, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with the gas meter for any Unit;
- (7) Water. The water meters and the water distribution system throughout the Condominium, including that contained within Units and Unit walls, floors or ceilings, and including the water meter for any Unit, and up to the point of connection with plumbing fixtures within any Unit;
- (8) Sanitary Sewer. The sanitary sewer system throughout the Condominium, up to the point of entry to the Unit it serves;
- (9) Storm Water Drainage System. The storm drainage system throughout the Condominium;
- (10) Telecommunications and Cable. The telecommunications and cable systems throughout the Condominium, if any, including wiring contained within Units and Unit walls, floors and ceilings, up to the point of connection with equipment within any Unit;
- (11) Irrigation. The irrigation system throughout the Condominium, including water lines, valves, sprinkler heads, timers, pumps and electrical equipment;
- (12) Mailbox Stands. Any mailbox stands containing mailboxes throughout the Condominium;
- (13) Construction. The foundations, supporting columns, beams, perimeter walls (excluding windows, screens, doorwalls, exterior doors, screen doors, and garage doors), roofs, ceilings, floor construction, chimneys and other structural components; and
- (14) Other. All other elements and improvements contained within or appurtenant to the Condominium, which are not herein designated as General or Limited

Common Elements, which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above ("utility system") service single buildings containing more than one Unit. Accordingly, and where necessary or applicable, there shall be an easement for that common element through each Unit to enable the utility system to appropriately serve each of the Units in the subject building.

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(1) Electrical. The electrical wiring network contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements commencing with the electrical meter for the Unit up to the point of connection with electrical fixtures, plugs and switches within or outside of the Unit, shall be limited in use to the Co-owner of the Unit to which such electrical wiring network is appurtenant;

(2) Electrical Fixtures. All electrical fixtures, plugs, switches, fuse boxes or electric control panels, and any other similar item connected to the electrical system assigned to a Unit even though such system is located outside of the boundaries of the Unit, shall be limited in use to the Co-owner of the Unit to which such electrical fixtures are appurtenant;

(3) Outdoor Lighting. Outdoor lighting located on or serving any patio, deck or porch shall be limited in use to the Co-owner of the Unit to which such lighting is appurtenant;

(4) Garage Lighting. The lighting attached to the exterior of each garage and the photocells and wiring providing service thereto shall be limited in use to the Co-owner of the Unit to which such lighting is appurtenant;

(5) Telephone. The telephone wiring network contained within Unit walls or located in any other portion of the Common Elements or a Unit commencing with the telephone junction box to the point of connection with telephone equipment within the Unit shall be limited in use to the Co-owner of the Unit to which the same is appurtenant;

(6) Gas. The gas line network contained within Units or Unit walls, floors or ceilings, or located in any other portion of the Common Elements, commencing with the gas

meter for the Unit up to the point of connection with gas fixtures within or outside of the Unit, shall be limited in use to the Co-owner of the Unit to which such gas line network is appurtenant;

(7) Gas Fixtures. The gas fixtures connected to the gas line network after the point of connection to the gas meter located outside of the Unit boundaries shall be limited in use to the Co-owner of the Unit to which such gas fixtures are appurtenant;

(8) Duct Work. The heating and cooling ducts in any Unit walls, floors or ceilings, and any vents attached to such ducts, shall be limited in use to the Co-owner of the Unit to which such duct work is appurtenant;

(9) Water Distribution System. The water distribution system contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements commencing with the point of connection with plumbing fixtures within or outside the Unit shall be limited in use to the Co-owner of the Unit to which such water distribution system is appurtenant;

(10) Plumbing Fixtures. All plumbing fixtures, but not including irrigation fixtures, which are connected to the water distribution system servicing the Unit, shall be limited in use to the Co-owner of the Unit to which such plumbing fixtures are appurtenant;

(11) Sanitary Sewer. The sanitary sewer system contained within Units or Unit walls or floors or located in any other portion of the Common Elements from the first point of entry into the Unit, shall be limited in use to the Co-owner of the Unit to which such sanitary sewer system is appurtenant;

(12) Porches, Patios and Decks. Each porch, patio and deck, if any, shall be limited in use to the Co-owner of the Unit to which such porch, patio or deck is appurtenant;

(13) Air-Conditioner. Each air-conditioning compressor in the Condominium and the pad on which it is located, shall be limited in use to the Co-owner of the Unit to which such air-conditioning compressor and pad are appurtenant;

(14) Garage and Garage Openers. The garage space, the interior surfaces of the ceilings, floors and perimeter walls contained in each garage, and each garage door opener, if installed, shall be limited in use to the Co-owner of the Unit to which the garage is appurtenant;

(15) Driveway. Each driveway connecting the roadway to a garage or cluster of garages, shall be limited in use to the Co-owner(s) of the Unit(s) to which such driveway is appurtenant;

(16) Sidewalks. The sidewalks between each garage and porch, shall be limited in use to the Co-owner of the Unit to which such sidewalk is appurtenant;

(17) Fireplace. Each fireplace combustion chamber shall be limited in use to the Co-owner of the Unit to which such fireplace combustion chamber is appurtenant;

(18) Mailboxes. Each mailbox contained in the mailbox stand or attached to a Unit, shall be limited in use to the Co-owner of the Unit for which such mailbox serves;

(19) Sump Pumps. Each sump pump shall be limited in use to the Co-owner of the Unit to which such sump pump is appurtenant;

(20) Windows and Doors. The windows, screens, doorwalls, exterior doors, screen doors, and garage doors shall be limited in use to the Co-owner of the Unit to which the same are appurtenant;

(21) Interior Surfaces. The interior surfaces of ceilings, floors and perimeter walls contained within a Unit, shall be limited in use to the Co-owner of the Unit to which such interior surfaces are appurtenant; and

(22) Other. Such other elements of the Condominium, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Condominium, shall be Limited Common Elements.

**Section 2. Responsibility for Unit and Common Elements.** Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all General Common Elements, Units and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Amended and Restated Condominium Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

**A. Co-owner Responsibilities:**

(1) Unit and Certain Common Elements. Except as provided in Section 2B below and regardless if the same is damaged as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair or replacement responsibilities, the primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Condominium, the Limited Common Elements, and those General Common Elements described in this Section 2A(1), shall be borne by the Co-owner of the Unit. The following provisions add to and clarify, but do not limit, each Co-owner's decoration, maintenance, repair and replacement responsibilities under this Section 2A(1):

(a) Electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures (including outdoor lighting serving any patio, deck or porch, but not including the fixtures attached to the exterior of the garage, which shall be the Association's responsibility) from the point of connection with, and including, the electrical meter for the Unit;

(b) The gas lines, pipes, valves and fixtures from the point of connection with, and including, the gas meter for the Unit;

(c) The water lines, pipes, valves and fixtures from the point the water lines or pipes branch off to solely serve an individual Unit (even though part of the system may be designated as a General Common Element and even though some fixtures may be located on the exterior of the Unit), but specifically excluding any mains or lines running through the Unit to serve other Units or the General Common Elements;

(d) All drain lines and traps within a Unit (even if they may be designated as a General Common Element);

(e) The air-conditioner compressor, its pad and other related equipment and accessories;

(f) All windows, interior doors, door walls, Unit entry doors, including their storms, screens, locks, hardware, thresholds, sills and weather stripping;

(g) The garage door including tracks, springs, opener, remote, and all related hardware and equipment;

(h) All interior drywall repair, replacement, maintenance and painting, even though some of these items may be designated as a General Common Element; and

(i) Each individual deck and all improvements located on or related to the deck including railings, decking, joists and posts;

(j) Each individual patio, including without limitation any stairs, rails, fences or gates appurtenant thereto;

(k) All improvements to the Unit and decorations, including, but not limited to, tile, either floor or wall, paint, wallpaper, window treatments, carpeting or other floor covering, trim, cabinets, counters, sinks and related hardware;

(l) All appliances and equipment within the Unit and supporting hardware and equipment including, but not limited to, furnace and related ductwork, sump pumps, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters, individual hot water heaters, fireplaces, flues and dampers (but not including exterior chimney surfaces); and

(m) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.

(2) Utility Charges. All individually metered utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All commonly metered utilities shall be paid by the Association as an expense of administration.

(3) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-

owner. Should the Association require access to any elements of the Condominium which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner. Co-owners shall not alter, replace, remove, paint, decorate or changing the exterior of a Unit or any exterior appendage including, without limitation, air conditioning units (unless the same is being replaced with the same make and model as that existing prior to the replacement) and Unit windows and entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Association's prior written consent pursuant to Article VI of the Amended and Restated Condominium Bylaws.

(4) Irrigation Equipment. A Co-owner whose Unit contains common irrigation equipment shall not restrict the Association or its contractors or utility companies from entering into the Unit to maintain, repair or replace such equipment. To ensure there is reasonable accessibility to such equipment, Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements that may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment.

(5) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Amended and Restated Condominium Bylaws.

(6) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Amended and Restated Condominium Bylaws shall be performed subject to the Association's mandatory prior written approval and control with respect to color, style, timing, material and appearance. Further, all maintenance, repair and replacement shall be performed in compliance with all applicable municipal, State and federal codes and regulations.

B. Association Responsibilities:

(1) Limited Common Elements. Except in cases of Co-owner fault, the Association shall be responsible for the maintenance, repair and replacement of the exterior garage lighting described in Section 1B(4) above, the porches described in Section 1B(12) above, the driveways described in Section 1B(15) above, the sidewalks described in Section 1B(16) above, and the mailboxes described in Section 1B(18) above, and the expenses incurred shall be an expense of administration.

(2) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements (except those assigned to the Co-owners under the various subsections of Section 2A above), shall be borne by the Association, subject to the provisions of this Article and the Amended and Restated Condominium Bylaws.

(3) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs made by or contracted for by the Co-owner. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

C. Unusual Expenses. Any other unusual common expenses benefiting less than all of the Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specifically assessed against the Unit or Units involved in accordance with Section 69 of the Condominium Act.

## ARTICLE V USE OF UNITS AND COMMON ELEMENTS

No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances of the City of Novi, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

## ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1.** Unit Description. Each Unit is described in this Section with reference to the Condominium Subdivision Plan of Arrowon Pines Condominium as prepared by Seiber, Keast & Associates, Inc. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists; and (2) with respect to the upper floors of each Unit, all that space contained within the interior unpainted walls and ceilings and from the plywood sub-floor, all as shown on the floor plans and sections on the Condominium Subdivision Plan and delineated with heavy outlines. Building elevations are shown in detail in architectural plans and specifications on file with the City of Novi.

**Section 2.** Calculation of Percentage of Value. The percentage of value assigned to each Unit shall be determinative of the undivided interests of the Co-owner in the Common Elements; however, the value of each Co-owner's vote at meetings of the Association and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration (except to the extent modified by the assignment of responsibility for expenses contained in Article IV hereof) shall be equal. The total value of the Project is one hundred percent (100%). The Developer computed the percentages of value based on the relative square footage of the first and second floor of each Unit, excluding variations in area due to thickness. The Units and their associated percentages of value are as follows:

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1	1.79%
2	2.45%
3	2.05%

4	2.30%
5	2.30%
6	2.45%
7	2.05%
8	2.35%
9	2.45%
10	2.45%
11	2.05%
12	2.05%
13	2.35%
14	1.79%
15	2.40%
16	2.45%
17	2.30%
18	2.45%
19	2.45%
20	2.35%
21	1.79%
22	1.79%
23	2.45%
24	2.35%
25	1.79%
26	2.35%
27	2.45%
28	2.35%
29	2.45%
30	2.05%
31	2.45%
32	2.35%
33	2.45%
34	2.45%
35	2.05%
36	2.30%
37	2.30%
38	2.45%
39	2.35%
40	2.45%
41	2.35%
42	2.45%
43	2.05%
44	2.45%

## ARTICLE VII EASEMENTS

### **Section 1. Easements for Encroachment, Utilities and Support.**

A. In the event any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Condominium Act.

B. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone, cable television and internet lines.

C. Easements of support shall exist with respect to any Unit wall that supports a Common Element.

**Section 2. Association's Right to Grant Easements.** The Board of Directors of the Association may grant easements over or through any portion of any General Common Elements for utility, roadway, construction or safety purposes. The Association further has the right to dedicate rights-of-way and utilities to the public, appropriate governmental agencies or public utility companies and to transfer title of utilities to State, County or local governments for such consideration as the Board of Directors shall determine.

**Section 3. Association's Easement for Maintenance, Repair and Replacement.** The Association and all public or private utilities shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain their Unit or any Limited Common Elements appurtenant thereto for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, in the event a Co-owner fails, as required by the Condominium Documents, to properly and adequately maintain, decorate, repair, replace or otherwise keep their Unit or any improvements or appurtenances located therein, or any General or Limited Common Elements for which the Co-owner is responsible, the Association shall have the right (but not the obligation) and all necessary easements to take whatever actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of the Common Elements for which the Co-owner is responsible, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association

in performing any Co-owner-responsibilities as set forth in this Section shall be assessed against such Co-owner in accordance with Article II of the Amended and Restated Condominium Bylaws and shall be immediately due and payable. Further, the lien for nonpayment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**Section 4. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors, shall have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, shall be receipts of administration of the Condominium within the meaning of the Condominium Act and shall be paid over to and shall be the property of the Association.

**Section 5. Emergency and Public Service Vehicle Access Easements.** There shall exist for the benefit of the City of Novi or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the City or emergency vehicles for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school transportation (both public and private), and other lawful governmental or private emergency services to the Condominium and Co-owners. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

## ARTICLE VIII AMENDMENTS

This Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Condominium Act in the following manner.

**Section 1. Co-owner Approval.** Except as otherwise provided herein and subject to Section 2 below, the Association may make and record amendments to this Amended and Restated Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3<sup>rd</sup>s) of the Co-owners entitled to vote as of the record date for such vote, which shall be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

**Section 2. Mortgagee Consent.** Whenever a proposed amendment would materially alter or change the rights of mortgagees (as defined in Section 90a(9) of the Condominium Act), such amendment shall require the consent of not less than two-thirds (2/3<sup>rds</sup>) of all first mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.

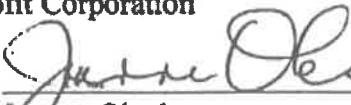
**Section 3. Modification of Units, Common Elements and Percentage of Value.** Notwithstanding any other provision of this Article, the method or formula used to determine the percentages of value of Units, as described in Article VI hereof, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act, as amended. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 51 of the Condominium Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act. Units may be consolidated and boundaries relocated as provided in Section 48 of the Condominium Act.

**Section 4. Amendments for Secondary Mortgage Market Purposes.** The Association may amend this Amended and Restated Master Deed or the Condominium Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amended and Restated Master Deed to be executed the day and year first above written

Arrowon Pines Condominium Association, a Michigan Nonprofit Corporation

By: 

Name: Joanne Okada

Title: President

STATE OF MICHIGAN

)

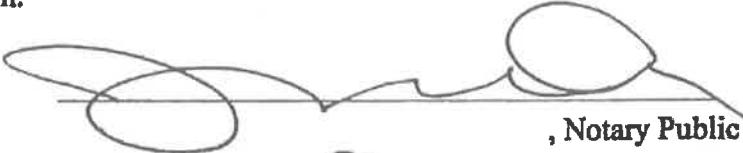
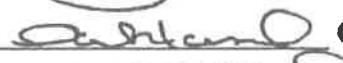
) ss:

COUNTY OF OAKLAND

)

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2016 by Joanne Okada, the President of Arrowon Pines Condominium Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.



  
, Notary Public  
  
County, Michigan  
Acting in   
County, Michigan  
My Commission Expires:

Document drafted by and when recorded return to:  
Stephen M. Guerra, Esq.  
Makower Abbate Guerra Wegner Vollmer PLLC  
30140 Orchard Lake Rd.  
Farmington Hills, MI 48334

J DEBORAH LAUDERMILCH  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 08-27-2021  
Acting In the County of 2621

2016-02-17 10:45:27 AM  
2016-02-17 10:45:27 AM  
2016-02-17 10:45:27 AM

## CERTIFICATION

STATE OF MICHIGAN )  
 )  
COUNTY OF OAKLAND )

I, Joanne Okada, being first duly sworn, depose and state as follows:

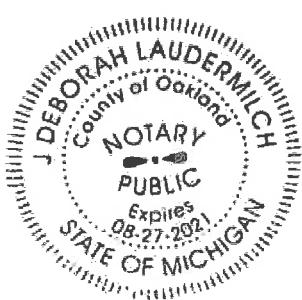
1. That I am the Board President of Arrowon Pines Condominium Association, the corporation named in and which executed the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Arrowon Pines Condominium.
  2. That the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Arrowon Pines Condominium were submitted to all Co-owners of Units in Arrowon Pines Condominium for the purpose of voting thereon, and that said Co-owners approved said documents by a vote of more than two-thirds of all Co-owners entitled to vote.
  3. That the records of said consents are maintained at the offices of Arrowon Pines Condominium Association at P.O. Box 650853, Dallas, MI 75265-0853.

Acknowledged, subscribed and sworn to before  
me this 17<sup>th</sup> day of February, 2016.

  
Joanne Okada

Notary Public  
County, Michigan  
Acting in Oakland County  
My Commission Expires: 8-27-2021

J DEBORAH LAUDERMILCH  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 08-27-2021  
Acting In the County of ~~Oakland~~



## CERTIFICATION

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )  
 )SS )

I, Stephen M. Guerra, being first duly sworn, depose and state as follows:

1. That I am the attorney for Arrowon Pines Condominium Association, the Corporation named in and which executed the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Arrowon Pines Condominium.
  2. That I personally sent a copy of the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Arrowon Pines Condominium and the ballot and notice required under Section 90A of the Michigan Condominium Act to all mortgagees of record of those Units qualified to vote, as listed in the records of the Oakland County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Arrowon Pines Condominium.
  3. That two-thirds (2/3<sup>rds</sup>) of said mortgages have consented to the attached Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Arrowon Pines Condominium in accordance with the provisions of Section 90A of the Michigan Condominium Act. Said consents will be maintained for a period of two years in Arrowon Pines Condominium Association records located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.

S. Guerra  
Stephen M. Guerra

Acknowledged, subscribed and sworn to before  
me this 26<sup>th</sup> day of February, 2016.

Monica J. Womack  
Monica J. Womack Notary Public  
Caldwell County, Michigan  
Acting in Oakland County  
My Commission Expires: 11/7/2018  
MONICA J. WOMACK  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Nov 7, 2018  
ACTING IN COUNTY OF Oakland

**AMENDED AND RESTATED CONDOMINIUM BYLAWS**  
**ARROWON PINES CONDOMINIUM**



**AMENDED AND RESTATED CONDOMINIUM BYLAWS  
ARROWON PINES CONDOMINIUM  
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## EXHIBIT A

### AMENDED AND RESTATED CONDOMINIUM BYLAWS ARROWON PINES CONDOMINIUM

#### ARTICLE I ASSOCIATION OF CO-OWNERS

**Section 1.** The Association. Arrowon Pines Condominium, a residential Condominium located in the City of Novi, Oakland County, Michigan, shall be administered by an association of Co-owners, which shall be a nonprofit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium, subject to and in accordance with the Amended and Restated Master Deed, these Amended and Restated Bylaws, the Articles of Incorporation, duly adopted Rules and Regulations of the Association (sometimes collectively referred to herein as the "Condominium Documents"), and the laws of the State of Michigan. All Co-owners and all persons using or entering upon the Condominium or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

**Section 2.** Purpose of Bylaws. These Bylaws are designated as both the Condominium Bylaws, relating to the manner in which the Condominium and the common affairs of the Co-owners of the Units shall be administered, as required by the Condominium Act, and the Association or Corporate Bylaws, governing the operation of the Association as a corporate entity, as required by the Michigan Nonprofit Corporation Act.

#### ARTICLE II ASSESSMENTS

**Section 1.** Taxes and Assessments; Expenses of Administration. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration. Governmental special assessments and property taxes shall be assessed against the individual Units identified as Units on the Condominium Subdivision Plan and not on the total property of the Condominium or any other part of the Condominium. Governmental special assessments and property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual Unit, notwithstanding any subsequent vacation of the Condominium. The levying of all property taxes and governmental special assessments shall comply with Section 131 of the Act.

**Section 2.** Expenses and Receipts of Administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration, within the

meaning of Section 54(4) of the Act, except as modified by the specific assignment of responsibilities for costs contained in Article IV of the Amended and Restated Master Deed.

**Section 3. Determination of Assessment.** Assessments shall be determined in accordance with the following provisions:

A. Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any budget adopted shall include an allocation to a reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with subsection D hereof. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for the year shall be established based upon that budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Co-owner shall continue to pay each installment at the rate established for the previous fiscal year until notified of any change in the installment payment which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted. Co-owners shall have a ten (10) day grace period commencing with notice from the Board of Directors in which to submit their new or adjusted assessment payment.

B. Additional Assessments. The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessments as it shall deem to be necessary in the Board's sole discretion, provided that the same shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide replacements of existing Common Elements; (iii) to provide additions to the Common Elements at a total annual cost not exceeding 2.5% of the Association's annual operating budget; or (iv) for any emergencies. The Board of Directors shall also have the authority, without the necessity of Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the Co-owners and shall not be enforceable by any creditors of the Association or the Co-owners except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

C. Special Assessments. Special assessments, in addition to those described in subsections A and B above, may be made by the Board of Directors from time to time if approved by the Co-owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; (ii) providing additions to the Common Elements at a total cost exceeding 2.5% of the Association's annual operating budget; or (iii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subsection shall not be levied without the prior

approval of more than 60% of all Co-owners entitled to vote. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the Co-owners and shall not be enforceable by any creditors of the Association or the Co-owners except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

D. Reserve Fund. The Board of Directors shall maintain a reserve fund solely for major repairs and replacements of Common Elements and emergency expenditures, which reserve fund shall be in the amount of not less than ten percent (10%) of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself). At least two (2) Directors must sign any checks or provide written authorization before any funds may be drawn from the reserve fund account. The Association may increase or decrease the reserve fund but may not reduce it below ten percent (10%) of the annual budget of the Association (not including expenditures from, or payments to, the reserves). The reserve must be funded at least annually from the proceeds of the regular assessments set forth in subsection A of this Section; however, the reserve may be supplemented by additional assessments if determined necessary by the Board of Directors. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

**Section 4. Payment of Assessments and Penalty for Default.** All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners equally without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments shall be payable by Co-owners in twelve (12) monthly installments or in such installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments shall be payable as stated in the notice announcing their levy. The payment of an assessment shall be in default if such assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for such payment, which shall be the first (1<sup>st</sup>) day of each calendar month or such other date as may be established from time to time by the Board of Directors for any assessment. Assessments in default shall bear interest at the highest rate allowed by law (currently 7%) until paid in full. In addition, all assessments, or installments of assessments, that remain unpaid 10 days after the due date (based on the postmark date), shall incur a uniform late charge of \$50.00, to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise the uniform late charges from time to time, and may levy additional late fees for special and additional assessments, pursuant to Section 11 of Article VI of these Bylaws, without the necessity of amending these Bylaws. Once there is a delinquency in the payment of any installment of the annual assessments lasting for more than two months, the Association may accelerate the remaining unpaid installments of the annual assessment for that fiscal year so that such unpaid installments are immediately due and payable. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment, including actual attorneys' fees) levied against their Unit while such Co-owner has an ownership interest therein. Payments on account of installments of

assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

**Section 5. Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself from liability for their contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit.

**Section 6. Enforcement.**

A. **Statutory Lien.** Sums assessed to a Co-owner that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorneys' fees and fines (as allowed by the Condominium Documents or the Act), constitute a lien upon the Unit or Units owned by the Co-owner at the time of the assessment before other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded as provided herein, have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement in the name of the Condominium on behalf of the other Co-owners as hereinafter provided.

B. **Remedies.** The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both. A Co-owner may not withhold or escrow assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of assessments, the fact that the Association or its agents have not provided services or management to a Co-owner. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be qualified to run for or function as an officer or Director of the Association, and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from their Unit. The Association may also discontinue the furnishing of any utilities or services to a Co-owner in default. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner or any persons claiming under them, and if the Unit is not occupied by the Co-owner, to lease the Unit and collect and apply the rental therefrom. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XVI of these Bylaws. All remedies shall be cumulative and not alternative.

C. **Foreclosure of Lien.** Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of Section 108 of the Act, as the

same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit (and improvements) with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner acknowledges that at the time of acquiring title to such Unit they were notified of the provisions of this Section 6 and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

**D. Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at their last known address, of a written notice that one or more installments of the annual, additional or special assessment, as the case may be, levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Oakland County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that they may request a judicial hearing by bringing suit against the Association.

**E. Expenses of Collection.** All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on their Unit.

**Section 7. Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit, or its successors and assigns, which obtains title to the Unit pursuant to the foreclosure remedies provided in the mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which become due prior to the acquisition of title to the Unit by such person or entity (the date of the foreclosure sale), except for claims for a pro rata share of such assessments or charges resulting

from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit, and except for claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

**Section 8. Assessment Status upon Sale of Unit.** Upon the sale or conveyance of a Unit, any unpaid assessments, interest, late fees, fines, costs and attorneys' fees against the Unit shall be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision of the State for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments. A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorneys' fees outstanding against the Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorneys' fees in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Unit together with interest, late fees, fines, costs and attorneys' fees incurred in connection with the collection of such assessments.

**Section 9. Construction Liens.** Construction liens attaching to any portion of the Condominium shall be subject to the following limitations and Section 132 of the Act:

A. Except as provided herein, a construction lien for work performed upon a Unit or upon a Limited Common Element may attach only to the Unit upon which the work was performed.

B. A construction lien for work authorized by the Association may attach to each Unit only to the proportionate extent that the Co-owner of the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

C. A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Association.

### **ARTICLE III ARBITRATION**

**Section 1. Arbitration.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, if applicable, be submitted to arbitration under the procedures set forth in the Uniform Arbitration Act and parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

**Section 2. Right to Judicial Action.** In the absence of the election and written consent of the parties pursuant to Section 1, above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

**Section 3. Effect of Election to Arbitrate.** Election by the parties to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

**Section 4. Mediation.** Regardless of the other remedies available under these Bylaws or the Act, the parties to any dispute shall have the ability to agree to mediate any disputes. In instances involving a dispute between two or more Co-owners that has been presented to the Association, the Association may compel the disputing Co-owners to first attempt to mediate the dispute before considering any other action. All compelled mediation shall be conducted by qualified outside mediators at the expense of the disputing Co-owners. In all other instances, mediation shall be totally voluntary and upon agreement of the disputing parties.

## ARTICLE IV INSURANCE

### **Section 1. Extent of Coverage; Responsibility for Coverage.**

#### **A. Association Responsibilities.**

(1) Casualty. The Association shall insure all Common Elements of the Condominium that the Association has responsibility for under Article IV of the Amended and Restated Master Deed against fire, vandalism, malicious mischief, and other perils covered by a standard extended coverage endorsement, in an amount equal to one hundred percent (100%) of the current replacement cost of the insurable improvements, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association's policy shall include a "Guaranteed Replacement Cost Endorsement" or a "Replacement Cost Endorsement" and, if the policy includes a coinsurance clause, an "Agreed Amount Endorsement." The policy shall also include an "Inflation Guard Endorsement," if available, and a "Building Ordinance and Law Endorsement." The Association may also insure as secondary coverage those Common Elements that Co-owners are assigned responsibility under Article IV of the Amended and Restated Master Deed.

(2) Liability, Worker's Compensation, Fidelity Bond, Directors and Officer, and Other Required Coverage. The Association shall also carry (1) liability insurance with coverage in the minimum amount of one million dollars (\$1,000,000.00) for a single occurrence pertinent to the ownership, use, and maintenance of the Common Elements of the Condominium that are the Association's responsibility under Article IV of the Amended and Restated Master Deed, (2) worker's compensation insurance, if applicable, (3) fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before

handling any Association funds), (4) Directors and Officers Liability coverage, and (5) such other insurance as the Board of Directors deems advisable.

(3) Optional Umbrella Insurance. The Association may purchase as an expense of administration an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

(4) Benefited Parties; Notice to Mortgagees. All such insurance shall be purchased by the Association for the benefit of the Association, the Co-owners, and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(5) Insurance Records. All non-sensitive and non-confidential information in the Association's records regarding Common Element insurance coverage shall be made available to all Co-owners and mortgagees upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverage, if so determined.

(6) Cost of Insurance. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(7) Proceeds of Association Insurance Policies. Proceeds of all Association insurance policies shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement, or reconstruction of the Condominium unless all of the affected institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

B. Co-owner Responsibilities. Co-owners are advised that the Association's coverage is not intended to be complete as to all matters, and the Co-owners have an obligation to provide certain coverage as outlined in this Article. Co-owners are advised to consult with their insurance advisors to determine what additional insurance they must obtain upon their Units and Common Elements, at their own expense, in addition to the coverage carried by the Association. It shall be each Co-owner's responsibility to obtain insurance coverage for (i) those Common Elements that the Co-owner is assigned responsibility under Article IV of the Amended and Restated Master Deed, (ii) the interior of their Unit, including all fixtures, equipment, and trim located therein, (iii) personal property located within a Unit or elsewhere in the Condominium, (iv) all improvements and betterments to the Unit and Limited Common Elements, (v) personal liability and property damage for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit and for General Common Elements that the Co-owner is assigned responsibility pursuant to Article IV of the Amended and Restated Master Deed, and (vi) alternative living expense in event of fire or other casualty, and the Association shall have absolutely no responsibility for obtaining such coverage. Co-owners are also advised to obtain

insurance covering any insurance deductible that the Co-owner may be required to pay pursuant to the provisions of Article V, Section 6 or Article VI, Section 14 of these Bylaws. Each Co-owner shall deliver certificates of insurance to the Association as may be required by the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event a Co-owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums paid shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Co-owners are strongly advised to consult their insurance advisors to make sure they have all necessary and appropriate coverage required by this Section.

C. Waiver of Subrogation; Cross-Liability Endorsements. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The Association's liability insurance shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

D. Determination of Primary Carrier. It is understood that there may be overlapping coverage between the Co-owners' policies and those of the Association, as required to be carried pursuant to this Article. In situations where both the Association's coverage and a Co-owner's coverage are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents, or any other Unit, Common Element or other element or property for which the Co-owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed, or incidental or consequential damages to any other Unit resulting from an item, element, or occurrence for which the Co-owner is assigned responsibility in Article IV of the Amended and Restated Master Deed, the Co-owner's policy shall be deemed to be the primary coverage. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed, the Association's policy shall be deemed to be the primary coverage. In cases of liability for personal injury or otherwise, for occurrences in the Unit or upon a Common Element for which the Co-owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed, the Co-owner's policy shall be deemed to be the primary coverage. In cases of liability for personal injury or otherwise, for occurrences on a Common Elements for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed, the Association's policy shall be deemed to be the primary coverage. In all cases where the Association's policy is not deemed the primary coverage, if the Association's insurance provider contributes to payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds and shall not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common

Element or the repair or replacement of a General Common Element, the insurance carrier of the Co-owner shall have no right of subrogation against the Association or its carrier.

**Section 2. Association as Attorney-in-Fact.** Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with all matters concerning any insurance carried by the Association. Without limitation on the generality of the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear but subject always to the Condominium Documents, to execute releases of liability, and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

**Section 3. Indemnification.** Each Co-owner shall indemnify and hold harmless every other Co-owner and the Association for all damages and costs, including attorneys' fees, which such other Co-owners or the Association may suffer as a result of defending any claim arising out of an occurrence for which the individual Co-owner is required to carry coverage pursuant to this Article, and shall carry insurance to secure this indemnity if so required by the Association. This Section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

## **ARTICLE V RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY**

**Section 1. Determination of Reconstruction or Repair.** If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by the affirmative vote of eighty percent (80%) of the Co-owners in the Condominium that the Condominium shall be terminated, and two-thirds (2/3<sup>rd</sup>s) of all mortgagees of record have consented to such termination, which mortgagee consent shall be solicited in accordance with Section 90a of the Condominium Act

**Section 2. Co-owner Responsibility for Reconstruction or Repair.** If the damage is only to the Unit or a Common Element which is the responsibility of a Co-owner to maintain, repair, and insure, it shall be the responsibility of the Co-owner to promptly repair such damage in accordance with the provisions hereof. Subject to the provisions of Article VI, Section 14, regardless of the cause or nature of any damage or deterioration, including, but not limited to, instances in which the damage is incidental to or caused by (i) a Common Element for which the Association is responsible pursuant to Article IV of the Amended and Restated Master Deed, (ii) the maintenance, repair, or replacement of any Common Element, (iii) the Co-owner's own actions or the Co-owner's failure to take appropriate preventive action, or (iv) the malfunction of any appliance, equipment, or fixture located within or serving the Unit, each Co-owner shall be responsible for the cost of repair, reconstruction and replacement of all items for which the Co-owner is assigned responsibility under Article IV of the Amended and Restated Master Deed, and for those items which the Co-owner is primarily responsible to insure pursuant to Article IV of these Bylaws. Under no circumstances will the Association be responsible for any damage to the contents of any Unit or the personal property of a Co-owner or any occupant of the Unit. In the event any damage to Common Elements is the responsibility of the Association's insurance carrier pursuant to the provisions of Article IV, then the reconstruction or

repair of the same shall be the responsibility of the Association in accordance with Section 4 of this Article, although the responsibility for costs shall be allocated in accordance with the provisions of this Section and Section 4. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, and the carrier of such insurance is responsible for paying a claim pursuant to the provisions of Article IV, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, but only in the absence of Co-owner coverage, the Co-owner shall be responsible for any deductible amount and, if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly, to be used solely for the necessary repairs. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any Unit in the Condominium.

**Section 3. Association Responsibility for Reconstruction or Repair of Common Elements.**

Subject to the responsibility of the individual Co-owners as outlined in Section 3 above and other provisions of these Bylaws or the Amended and Restated Master Deed applicable to such situations, the Association shall be responsible for the reconstruction and repair of the General Common Elements and those other items for which it is assigned responsibility in Article IV of the Amended and Restated Master Deed. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage.

**Section 4. Timing.** If damage to Common Elements or a Unit adversely affects the appearance of the Condominium or deprives others from utilizing the Common Elements, the Association or Co-owner responsible for the reconstruction, repair, and maintenance shall proceed with the replacement or repair of the damaged property without delay.

**Section 5. Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured.** Notwithstanding any other provision of the Condominium Documents, except to the extent that a lack of insurance results from a breach of the Association's or other Co-owner's duty to insure, the responsibility for damage to any portion of the Condominium that is within the limits of any applicable insurance deductible, unless waived, and for any other uninsured amount, shall be borne by the responsible Co-owner whenever the damage is the result of a failure to observe or perform any requirement of the Condominium Documents, or if the damage results from damage to or misuse of any of the Common Elements by the Co-owner, or their family, guests, agents, or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair, and replace.

**Section 6. Indemnification.** Each Co-owner shall indemnify and hold the Association harmless for all damages and costs, including, without limitation, actual attorneys' fees (not limited to reasonable attorneys' fees), which the Association suffers as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or a Common Element for which the Co-owner is assigned the responsibility to maintain, repair, and replace. Each Co-owner shall carry insurance to secure this indemnity. This Section 7 shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

**Section 7. Eminent Domain.** Section 133 of the Act (to the extent not inconsistent with the following) and the following provisions shall control upon any taking by eminent domain:

**A. Common Elements Taken by Eminent Domain.** If any portion of the Common Elements is taken by eminent domain, the award shall be allowed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners shall be binding on all Co-owners.

**B. Unit Taken by Eminent Domain.** If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of the undivided interest in the Common Elements as well as for the Unit.

**C. Partial Taking of a Unit.** If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest of such Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of such Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of such Unit shall be reallocated among the other Units in the Condominium in proportion to their respective undivided interests in the Common Elements. A Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to the following subsection, as well as for that portion of the Unit taken by eminent domain.

**D. Impossibility of Use of Portion of Unit not Taken by Eminent Domain.** If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the Common Elements appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall thenceforth be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Unit.

**E. Future Expenses of Administration Appertaining to Units Taken by Eminent Domain.** Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their relative voting strength in the Association. A Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

F. Condominium Continuation after the taking by Eminent Domain. In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Amended and Restated Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of holders of two-thirds (2/3rds) of all first mortgage liens on individual Units in the Condominium.

G. Condemnation or Eminent Domain Proceeding. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units.

**Section 8. Rights of First Mortgagees.** Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units or Common Elements.

**Section 9. Notification to Mortgagees and Guarantors.** The Association shall give the holder of any first mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

## ARTICLE VI RESTRICTIONS

### **Section 1. Use of Unit.**

A. Single Family Use. No Unit shall be used for other than single-family residential purposes as defined by City of Novi Zoning Ordinances, and the Common Elements shall be used only for purposes consistent with the use herein stated. No Co-owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, specifically including for profit or nonprofit day care, adult foster care, nursing facilities, transitional housing and similar enterprises, except that Co-owners shall be allowed to have home offices in their Units, provided the same (1) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Condominium, (2) do not utilize or involve the presence of any employees within the Unit other than the individual Co-owner(s) and their families, (3) do not disturb other Co-owners, (4) do not involve additional expense to the Association (such as utility charges and insurance), and (5) do not violate any other provision or restriction contained in the Condominium Documents, (6) do not involve the storage of bulk goods for resale, and (7) do not constitute a violation of any ordinances or regulations of the City of Novi.

B. Occupancy Restrictions. The number of persons allowed to occupy or reside in any Unit shall be governed by the restrictions and regulations of the Building Officials and Code Administrators National Property Maintenance Code or such other codes or ordinances that may be adopted by the City of Novi from time to time governing occupancy. Such restrictions shall

automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by the City of Novi, such that the occupancy of all Units shall be in accordance with all City of Novi regulations at all times.

## **Section 2. Leasing and Rental of Units.**

**A. Right to Lease.** With the exception of those Units properly under an approved lease as of the effective date of the Amended and Restated Master Deed, no Co-owner may lease any Unit except upon the written approval of the Association, which approval shall not be given if (i) the leasing of such Unit would result in any one person or entity (including affiliates or commonly owned entities) leasing more than 1 Unit at any given time, or (ii) the leasing of such Unit would cause the total number of leased Units in the Condominium to exceed 2 Units. Co-owners who were permitted to lease their Units as of the effective date of the Amended and Restated Master Deed shall be entitled to continue leasing their Units despite the foregoing limitations on the number of Units that may be rented, provided the provisions of the Condominium Documents are followed and an approved lease form is on file with the Association prior to the effective date of the Amended and Restated Master Deed. In the event the of a sale or transfer of ownership of a leased Unit, or in the event a leased Unit is no longer "being leased" or "held out for lease," all automatic rights to lease that Unit shall terminate and no further leasing of the Unit shall take place without first obtaining the written approval of the Association in compliance with the provisions this Section. If (i) the tenant abandons the Unit, or (2) the Co-owner evicts the tenant from the Unit, the Co-owner shall have sixty (60) days from the date of such abandonment or eviction to present to the Board of Directors a lease for a new tenant pursuant to the provisions of Section 2C below or evidence that the Co-owner continues to market the Unit for lease and, if the Co-owner fails to submit such new lease or evidence that the Co-owner continues to market the Unit for lease within this timeframe, the Unit shall no longer be considered "being leased" or "held out for lease." In addition to the aforementioned prerequisites and limitations, no Co-owner shall lease less than an entire Unit, and all leases shall (i) be for an initial term of no less than one (1) year, (ii) require the lessee to comply with the Condominium Documents, and (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease and that, after fifteen (15) days' prior written notice by certified mail to the Co-owner and in accordance with Section 112 of the Condominium Act, the Board of Directors has the power to institute an action to evict the tenant and for money damages. A Co-owner may only lease a Unit for the same purposes as set forth in Article VI, Section 1, and in accordance with the provisions of this Section. Under no circumstances shall transient tenants be accommodated. For purposes of this Section, "transient tenant" refers to a non-Co-owner residing in a Unit for less than sixty (60) days and who has paid consideration for the residency. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

**B. Exception to 2 Unit Leasing Limitation.** Notwithstanding the foregoing or anything to the contrary contained herein, the Association recognizes that circumstances may arise beyond a Co-owner's control that may justify an exception to allow the temporary leasing of a single Unit, regardless of the abovementioned 2 Unit rental limitation. Therefore, under the following circumstances, but only for so long as such circumstances exist and only so long as the Co-owner has occupied the Unit for the immediately preceding six (6) months and the leasing of the Unit will not result in that Co-owner or any related person or entity leasing more than one (1) Unit in the

Condominium, the Board may allow a Co-owner to lease their Unit even though 2 Units or more may already be leased:

(1) A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months but in no event longer than twelve (12) months;

(2) A Co-owner must relocate for medical purposes (treatment, rehabilitation, or recuperation) for a period likely to exceed six (6) months but in no event longer than twelve (12) months;

(3) A Co-owner must relocate for employment purposes for a period likely to exceed six (6) months but in no event longer than twelve (12) months; or

(4) A Co-owner or the estate of a Co-owner must rent a Unit due to an inability to sell the same without incurring a financial loss as a result of mortgage liens recorded against the Unit exceeding the fair market value of the Unit; provided, however, that any renting permitted pursuant to this subsection shall in no event exceed twelve (12) months.

C. Procedures for Leasing. The leasing of Units shall conform to the following additional provisions:

(1) Disclosure. A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee, and shall at the same time supply the Association with (a) a copy of the exact lease form for its review for its compliance with the Condominium Documents, and (b) a certificate of insurance evidencing the existence of the renters insurance coverage that Co-owner tenants are required to obtain under the provisions of Subsection 2E below. The Co-owner shall not lease their Units prior to the Association approving the lease form for its compliance with the Condominium Documents. The Association may also require the use of a standard lease addendum. Each Co-owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Association. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number(s).

(2) Administrative Fee. The Board of Directors may charge such reasonable administrative fees for reviewing, approving and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof.

(3) Compliance with Condominium Documents. Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents.

(4) Default by Tenant. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(a) Notification. The Association shall notify the Co-owner by certified mail advising of the alleged tenant violation.

(b) Time to Cure. The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(c) Remedies. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or non-Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Unit. The Co-owner shall be responsible for reimbursing the Association for all costs incurred as a result of a tenant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Condominium Documents.

(5) Notice to Pay Rent Directly to Association. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or occupancy agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent to the Association that is otherwise due the Co-owner, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements of the Condominium, (2) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (3) initiate proceedings pursuant to Section 112(4)(b) of the Act.

D. Lender Exception. Notwithstanding anything to the contrary herein and except for the prohibition on transient tenancies, first mortgage lenders or first mortgagee guarantors in possession of a Unit following a default of a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure shall not be subject to the restrictions contained in this Article VI, Section 2A and which relate to the term or content of any lease or rental agreement.

E. Rent Loss Insurance Coverage; Renters Insurance Coverage. Those Co-owners that rent their Unit are advised to obtain insurance coverage for reimbursement of rental income that may be lost while the Unit is being repaired, rebuilt or is otherwise not capable of being occupied. The Association shall have absolutely no responsibility for obtaining such coverage and Co-owners shall have absolutely no claim against the Association for lost rental income.

### **Section 3. Alterations and Modifications.**

A. Approvals Required. No Co-owner shall commence or make alterations in exterior appearance or make structural modifications to any Unit including interior walls through or in which

there exist easements for support or utilities or make changes in the appearance or use of any of the Common Elements, Limited or General, including but not limited to, exterior painting, replacement of windows or doors, or the erection of lights, awnings, shutters, newspaper holders, mailboxes, spas, hot tubs, decks, patios, structures, fences, walls, landscaping or other exterior attachments or modifications, until plans and specifications acceptable to the Board showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement shall have first been submitted to and approved in writing by the Association, and a copy of said plans and specifications, as finally approved, delivered to the Board. The Board shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon such plans or specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, and the degree of harmony with the Condominium as a whole. In the event that any application for changes are approved by the Board of Directors, such approval shall be subject to a recordable, written undertaking by the Co-owner acknowledging that installation, maintenance and insuring of all of the improvements are to be at the Co-owner's sole expense. The Board of Directors shall have the right in its discretion to require a Co-owner to complete the installation of any approved improvements or modifications by a date certain. Any modifications or alterations performed by a Co-owner pursuant to this Section shall be performed by licensed and insured contractors and in accordance with all applicable governmental regulations and ordinances, including the requirement that proper permits be applied for and issued by appropriate governmental agencies. The provisions contained in this subsection A are subject to the applicable provisions of the Condominium Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Condominium Act at MCL 559.147a, as may be amended from time to time.

B. Sound Conditioning. A Co-owner shall not damage, attach anything to, or alter walls between Units so as to compromise sound conditioning.

C. Installation of Antennas/Satellite Dishes. The following three (3) types and sizes of antennas may be installed in the Unit or on Limited Common Element areas for which the Co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 11 of these Bylaws: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. Antenna installation on General Common Element areas is prohibited, unless otherwise approved by the Board in writing. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roofline without preapproval, due to safety concerns. A Co-owner desiring to

install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 3B and all rules and regulations regarding installation and placement of antennas, installation may begin immediately; if the installation will not comply, or is in any way not routine in accordance with this Section and the rules and regulations, then the Association and Co-owner shall meet promptly and within seven (7) days after receipt of the notice by the Association, if possible, to discuss the installation. The Association may prohibit Co-owners from installing the aforementioned satellite dishes and/or antennas if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under Section 207 of the Federal Communication Commission ("FCC") rules. This Section is intended to comply with the rule governing antennas adopted by the FCC effective October 14, 1996, as amended by Order on Reconsideration released September 25, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, and this Section may be modified through rules and regulations promulgated by the Board of Directors pursuant to Section 11 of this Article VI.

D. Association Access to Common Elements. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meters, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation has been approved in accordance with the Condominium Documents, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

**Section 4. Conduct upon the Condominium.** No immoral, noxious, improper, unlawful or offensive activity, including without limitation speeding or other vehicular infractions, shall be engaged in on or upon the Common Elements, Limited or General, or any Unit, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried upon the Common Elements or any Unit. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units. The Board of Directors of the Association shall be the final arbiter of whether a particular animal, device, or thing is in violation of the foregoing restrictions, and disputes among Co-owners that cannot be amicably resolved shall be mediated by the disputing Co-owners in accordance with Article III hereof. No Co-owner shall do or permit anything to be done or keep or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. All municipal codes and ordinances pertaining to the use of the Common Elements shall be followed at all times.

**Section 5. Animals within the Condominium.**

A. Number and Type. No animal, including household pets, shall be kept or allowed on the Condominium by any Co-owner without the written approval of the Board of Directors, which

approval will only be given for such pets (type, size and disposition) as are consistent with the close, community living environment of Arrowon Pines Condominium. The Board shall in no event approve more than 2 pets per Unit. Any such approval shall be revocable at any time by the Association for failure of such pets or their owners to abide by the provisions of this Section and the Rules and Regulations of the Association pertaining to the keeping of pets. The term "animal" or "pet" as used in this section shall not include small animals, fish or birds that are constantly caged. Exotic pets (i.e. rare or unusual animals or animals generally thought of as wild and not typically kept as a pet) are strictly prohibited.

**B. Restrictions Applicable to Pets; Responsibilities of Co-owners.** The Association may require that Co-owners register their pets with the Association before the pet may be maintained on or within the Condominium. The Association may require that any such registration include a complete description of the pet, its name, the name and telephone number of the adult person responsible for the pet at all times, and the name, address and telephone number of the veterinarian or veterinary clinic which maintains the pet's health and immunization records, and a current picture. No animals may be kept or bred for any commercial purpose. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal may be permitted to be housed outside of a Unit, in a pen or otherwise, nor shall pets be tied or restrained outside or be allowed to be loose upon the Common Elements. All pets shall be leashed when outdoors with the leash being held and controlled at all times by a responsible adult person and otherwise in accordance with any ordinances of the City of Novi that may apply. Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner, anywhere in the Condominium. No savage or dangerous animal of any type shall be kept and any Co-owner who causes any animal to be brought, maintained or kept on the premises of the Condominium for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorney fees and costs, which the Association may sustain as a result of the presence of such animal on the Condominium, whether such animal is permitted or not, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. All animals kept in accordance with this Section shall be licensed by the municipal agency having jurisdiction, and proof of the animal's shots shall be provided to the Association upon request. The Association may adopt such additional reasonable rules and regulations with respect to animals, as it may deem proper.

**C. Association Remedies.** The Association may, after notice and hearing, without liability to the owner, remove or cause to be removed any animal from the Condominium that it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulation of the Association.

**Section 6. Use of Common Elements.** Co-owners shall not use the Common Elements, Limited or General, for storage of supplies, materials, personal property or trash or refuse of any kind,

except as provided in these Bylaws or duly adopted rules and regulations of the Association. Trash receptacles shall be maintained at all times in areas designated by the Association and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Trash shall be stored and handled in accordance with all applicable rules and regulations of the Association and City of Novi ordinances and Co-owners shall be responsible for the collection and proper disposal of trash (or the costs of the Association collecting and disposing of such trash) dispersed about the Common Elements, regardless of the reason. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Use of barbecues shall comply with City regulations, codes and ordinances, and shall only be permitted in areas designated by the Board of Directors, although the Board shall not be required to designate any such area. The portion of window treatments visible from the exterior of a Unit must be white or near-white in color unless the Board of Directors approves otherwise in writing. In general, no activity shall be carried on nor condition maintained by a Co-owner either in their Unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium. No unsightly condition shall be maintained on or in any deck, patio or porch, and only furniture and equipment consistent with ordinary balcony, porch, patio, or deck use shall be permitted to remain on these areas. All municipal ordinances pertaining to the use of the Common Elements shall be followed at all times.

**Section 7. Obstruction of Common Elements.** Except as otherwise expressly permitted herein, the Common Elements, including, without limitation, landscaped areas, driveways, roads, entry ways, porches and patios shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches, toys, baby carriages, obstructions or other personal property may be left unattended on or about the Common Elements.

**Section 8. Vehicles upon the Condominium.**

**A. Permitted Vehicles in General.** Except as otherwise provided in this Section, only currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation), non-commercial pickup trucks, SUVs, and passenger vans not exceeding 21 feet in overall length, which are used as an occupant's primary means of transportation and not for any commercial purposes, may be parked in the Condominium. Unless parked fully in a Unit garage with the door closed or except as otherwise provided in this section, no house trailers, commercial vehicles (as defined in subsection B below), boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles or all terrain vehicles shall be parked or stored in the Condominium. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of their family of any casual, personal, motorized transportation or entertainment anywhere within the Condominium, including, but not limited to, motorized scooters, mopeds, go-carts, dirt bikes and the like.

**B. Temporary Presence.** The Board of Directors shall have discretion to issue rules and regulations that provide for the temporary presence of the above enumerated recreational/leisure vehicles upon the Condominium for purposes such as loading and unloading. The Association shall

not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of or to designate a parking area for such vehicles.

C. Commercial Vehicles or Trucks. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless parked in an area specifically designated for such vehicles or trucks by the Association, or while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks, used for primary transportation, and no commercial purpose whatsoever, shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained herein. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for parking such vehicles.

D. Standing Vehicles, Repairs. Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Condominium, other than inside a Co-owner's garage, without written permission of the Board of Directors. Nonemergency maintenance or repair of vehicles shall not be permitted on the Condominium, unless performed within a Co-owner's garage or unless specifically approved by the Board of Directors.

E. Parking Restrictions. No parking of any vehicles whatsoever shall be allowed in designated fire lanes or in violation of duly promulgated rules and regulations of the Association. Guest vehicles may not remain on or within the Condominium in excess of three (3) successive nights without the prior written approval of the Board of Directors.

F. Association Rights. Subject to the notice location and content requirements of Section 252(k) of the 2004 Public Act 493 of the Michigan Compiled Laws, the Association may cause vehicles parked or stored in violation of this Section, or of any applicable rules and regulations of the Association, to be stickered and/or removed (towed) from the Condominium, and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. In such cases, the Co-owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Condominium, and may levy fines for violations of such rules and regulations or this Section.

**Section 9. Prohibition of Dangerous Items upon the Condominium.** No Co-owner shall use, or permit the use or discharge by an occupant, agent, employee, invitee, guest or member of their family of any firearms, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium, nor shall any Co-owner use or permit to be brought into the buildings in the Condominium any unusually volatile

liquids or materials deemed to be extra hazardous to life, limb, or property, without in each case obtaining the written consent of the Association.

**Section 10. Signs.** No signs, notices, advertisements, pennants or flags, including "for sale" and "open house" signs (other than a U.S. flag no larger than 3' x 5'), shall be displayed which are visible from the exterior of a Unit without written permission from the Association, unless the same are in complete conformance with duly adopted Association Rules and Regulations.

**Section 11. Rules and Regulations Consistent with Act.** Reasonable rules and regulations consistent with the Act, the Amended and Restated Master Deed, and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective as stated in said rule or regulation. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners entitled to vote.

**Section 12. Association Access to Units and Limited Common Elements.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to their Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to their Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

**Section 13. Landscaping and Decoration of Common Elements.** No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, furniture, implements, rocks or boulders, fencing or other decorative items upon the Common Elements, Limited or General, unless the same is in total conformance with the Association's rules and regulations on landscaping as are published from time to time or is otherwise approved by the Association in writing. Any landscaping performed by the Co-owner and any such trees, shrubs or flowers planted by the Co-owner, if and when approved, shall be the responsibility of the Co-owner to maintain. In the event that such Co-owner fails to adequately maintain such landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner to the Association's satisfaction, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost in the manner provided in Article II hereof. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs or flowers, or the continued maintenance of such landscaping. Should access to any Common Elements of any sort be required, or should any materials specified in this Section interfere with maintenance or services provided by the

Association, the Association may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation has been approved in accordance with the Condominium Documents, that are damaged in the course of gaining such access and/or performance of such services, nor shall the Association be responsible for monetary damages of any sort arising out of any such actions.

**Section 14. Co-owner Maintenance of Unit and Common Elements.** Each Co-owner shall maintain their Unit and any Common Elements appurtenant thereto for which they have maintenance responsibility in a safe, clean and sanitary condition. All Units must have operational smoke detectors installed at all times. Thermostats serving any Unit shall be maintained at not lower than sixty (60) degrees Fahrenheit and the Co-owner shall implement such other reasonable precautionary maintenance and winterization measures with respect to any vacant Unit as the Board of Directors from time to time shall require. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by them, or their family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair and replace, unless such damages or costs are covered by primary insurance carried by the Association, in which case there shall be no such responsibility unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including actual attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement as soon as it is discovered.

**Section 15. Application of Restrictions to the Association.** None of the restrictions contained in this Article VI or elsewhere in these Bylaws or the Amended and Restated Master Deed shall apply to the activities of the Association in furtherance of its powers and purposes set forth herein, the Amended and Restated Master Deed and in its Articles of Incorporation, as the same may be amended from time to time.

**Section 16. Cost of Enforcing Documents.** Any and all costs, damages, fines, expenses or actual attorneys' fees incurred or levied by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Association and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium, or by their licensees or invitees, may be assessed to, secured by the statutory lien on the Unit and collected from the responsible Co-owner or Co-owners in the manner provided in Article II hereof. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations, and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

**Section 17. Telephone Numbers of Unit Occupants.** The telephone number of at least one (1) occupant of a Unit shall be provided by the Co-owner to the Association upon the Board of Director's request.

**Section 18. Use of Nature Preserve.**

A. Neither the Co-owners nor the Association may construct any improvement or perform any excavation erect any structure, land clearance, landscaping, mowing, or engage in any other construction or maintenance activity, in the Nature Preserve, as designated in the Condominium Subdivision Plan, without the express prior approval of the City of Novi.

B. The Nature Preserve shall be maintained and preserved solely for the following purposes:

- (1) detention and flow of storm water runoff;
- (2) pedestrian ingress and egress;
- (3) preservation of the trees, vegetation, flora and animal life forms existing naturally in the Nature Preserve;
- (4) preservation of the Nature Preserve as a visual amenity of the Condominium.

C. No Co-owner shall operate or permit his family members, tenants, invitees or guests to operate any motorized vehicle within the Nature Preserve, impede the flow of storm water in the drain or retention pond or otherwise take any action inconsistent with the purposes described in paragraph (b) of this section.

D. This Section may not be amended without the written approval of the City of Novi.

**Section 19. Right of City to Maintain Open Areas.** The Association shall be responsible for the maintenance, repair, and replacement of open areas, as provided in Article IV of the Master Deed. If the City of Novi should determine that the Association has failed to maintain, repair or replace any portion of the open areas of the Condominium in a manner which is at least at the minimum standards of the City of Novi (as provided in applicable ordinances or regulations), the City of Novi shall send a written notice to the resident agent of the Association, which notice shall provide the Association with ten (10) days to take corrective measures (which may be shortened if the situation constitute an imminent threat to public welfare or safety). If the situation is not corrected to the reasonable satisfaction if the City of Novi within such period of time, or if other arrangements which are satisfactory to the City of Novi have not been made, the City may take correction action, which shall be at the expense of the Association. If the Association does not reimburse the City of Novi within thirty (30) days following receipt of billing, then the City of Novi may specially assess the Co-owners for their pro rata share of the expenses, which special assessment may include an administrative fee. The special assessment shall be allocated equally among all of the Units in the same manner as all other expenses of administration of the Association. Any special assessment levied by the City of Novi shall become a lien on the Unit until paid.

**Section 20. Approvals Revocable.** All approvals given by the Association in accordance with these Bylaws shall be revocable and in the nature of a license, and can be withdrawn upon thirty (30) days written notice in the event of noncompliance with the conditions of such approval.

## **ARTICLE VII MORTGAGES**

**Section 1. Notification of Mortgage.** Any Co-owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit.

**Section 2. Notification to Mortgagee of Insurance Company.** Upon written request submitted to the Association, the Association shall notify a mortgagee appearing in the Mortgages of Units book of the name of each company insuring the Common Elements against fire and perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

**Section 3. Notification to Mortgagee of Meetings.** Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit shall be entitled to receive written notification of every Association meeting and to designate a representative to attend such meeting.

**Section 4. Notification to Mortgagees and Guarantors.** Upon written request submitted to the Association, any institutional holder of any mortgage or any guarantors of the mortgage covering any Unit shall be entitled to receive timely written notice of (i) any proposed action that requires the consent of a specified percentage of mortgagees, whether contained in the Amended and Restated Master Deed or these Bylaws, (ii) any delinquency in the payment of assessments or other charges by a Co-owner that is not cured within sixty (60) days, and (iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

## **ARTICLE VIII MEMBERSHIP AND VOTING**

**Section 1. Membership in Association.** Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

**A. Designation of Members.** Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

**B. Co-owner's Share of the Funds.** A Co-owner's share in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to a Unit in the Condominium.

**C. Co-owner Voting Designation.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Unit owned, provided that the Co-owner is in good standing. As used

throughout the Condominium Documents, "good standing" means a Co-owner (or Director, as the case may be) who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of the Condominium Documents. Voting shall be by number. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

D. Evidence of Ownership for Voting Purposes. No Co-owner shall be entitled to vote at any meeting of the Association until they have presented evidence of ownership of a Unit to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in subsection E below or by a proxy given by such individual representative.

E. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. The notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust or other entity that is the Co-owner. The Co-owner shall sign and date such notice. The Co-owner may change the individual representative designated at any time by filing a new notice in the manner provided herein. At any Association meeting the chairperson of the meeting may waive the filing of such written notice as a prerequisite to voting.

F. Quorum. The presence in person or by proxy of 25% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any Co-owner who participates by remote communication in an Association meeting, as provided in Article IX, Section 5 below, shall also be counted in determining the necessary quorum.

G. Voting. Votes may be cast in person, in writing duly signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Association for a given vote, provided the same are not in violation of the provisions of these Bylaws and Michigan law. Any proxies, written votes or other votes cast by means allowed hereunder must be filed with the Secretary of the Association or the Association's management agent at or before the appointed time of each Association meeting or voting deadline if no meeting held. The Board of Directors may permit the casting of votes by mail, fax, delivery, electronic transmission, or any other method approved by the Board of Directors in advance of the vote. As used in the Condominium Documents, "electronic transmission" means transmission by any method authorized by the person receiving such transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process. Cumulative voting is not permitted.

H. Majority. Unless otherwise provided, any action that could be authorized at an Association meeting shall be authorized by the vote of a simple majority of those Co-owners qualified to vote.

I. Action without Meeting. Any action that may be taken at an Association meeting (except for voting on questions or proposals where the full question, proposal or choice is not yet known) may be taken without a meeting by written vote or ballot of the Co-owners. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of Association meetings. Such solicitations shall specify: (a) the proposed action; (b) that the Co-owner has the opportunity to vote for or against any such proposed action; (c) the number of responses needed to meet the quorum requirements; (d) the percentage of approvals necessary to approve the action; and (e) the time by which written votes must be received in order to be counted. The form of written vote or ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Co-owner specifies a choice, the vote shall be cast in accordance with the Co-owner's specification. Approval by written vote or ballot shall be constituted by receipt, within the time period specified in the solicitation, of: (i) a number of written votes or ballots which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

J. Consent of Absentees. The transactions at any Association meeting, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy and, if either before or after the meeting, each of the Co-owners not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes of such meeting. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 2. Records and Books of the Association.** The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The books, records, contracts, and financial statements concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which shall be defined by the Association and which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement, provided that any Co-owner may receive a written financial statement upon request. The Association shall have its books, records and financial statements independently audited or reviewed by a certified public accountant, as defined in Section 720 of the occupational code (MCL 339.720); provided, however, that the Association may opt out of such certified audit or review on an annual basis by an affirmative vote of a majority of the Co-owners. Any audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. Any institutional holder of a first mortgage lien on any Unit shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year if requested in writing. The

Association shall also maintain on file current copies of the Amended and Restated Master Deed for the Condominium, any amendments thereto and all other Condominium Documents.

## ARTICLE IX MEETINGS

**Section 1. Place of Meetings.** Meetings of the Association shall be held at any suitable place convenient to the Co-owners as may be designated by the Board of Directors. Association meetings shall be guided by Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Amended and Restated Master Deed or the laws of the State of Michigan. Only Co-owners in good standing, and their legal representatives, may speak at meetings of the Association and/or address the Board or Co-owners at any such meetings. Any person in violation of this provision or the rules of order governing the meeting, which are incorporated herein by reference, may be removed from such meeting, without any liability to the Association or its Board of Directors.

**Section 2. Annual Meetings.** The annual meetings of the Association shall be held in the fourth quarter of each year at such time and place as shall be determined by the Board of Directors. The Board of Directors may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year. Written notice of each annual meeting, as well as any change in the date of the annual meeting as provided for herein, shall be given to all Co-owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual meeting, there shall be elected by ballot or acclamation of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

**Section 3. Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition presented to the Secretary of the Association that is signed by one third (1/3) of those Co-owners in good standing. Notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4. Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve each Co-owner a notice of each annual or special meeting, stating the purpose as well as the time and place where it is to be held, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association pursuant to Article VIII, Section 1.E of these Bylaws or to the address of the Unit owned by the Co-owner shall be deemed notice served. In lieu of the foregoing, such notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-owner is a resident of the Unit. Such notice may also be given by electronic transmission. Any Co-owner may, by written waiver of notice signed by such Co-owner, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

**Section 5. Remote Communication Attendance; Remote Communication Meetings.** A Co-owner may participate in a meeting of the Association by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other, if the Board determines to permit such participation and (a) the means of remote communication permitted are included in the notice of the meeting or (b) if notice is waived or not required. All participants shall be advised of the means of remote communication in use and the names of the participants in the meeting shall be divulged to all participants. Co-owners participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a Co-owner or proxy holder; (b) the Association implements reasonable measures to provide each Co-owner and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Co-owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any Co-owner or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association. A Co-owner may be present and vote at an adjourned meeting of the Co-owners by means of remote communication as if they were permitted to be present and vote by the means of remote communication in the original meetings notice given. The Board may hold a meeting of the Co-owners conducted solely by means of remote communication.

**Section 6. Adjournment for Lack of Quorum.** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty eight (48) hours from the time the original meeting was called. The quorum for each subsequent meeting shall be reduced by one-half from the quorum requirement of the previously scheduled meeting.

**Section 7. Minutes.** Minutes or a similar record of the proceedings of all meetings of members and the Board of Directors must be kept by the Association and, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be *prima facie* evidence that such notice was given.

## ARTICLE X BOARD OF DIRECTORS

**Section 1. Qualification and Number of Directors.** The affairs of the Association shall be governed by a Board of Directors all of whom must be Co-owners of Units in Arrowon Pines Condominium and be in good standing. Any Director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director shall not be permitted to vote on any delinquency matter of another Co-owner, including matters that may affect the Director's own Unit. If the Director does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 6 of this Article X, the Director shall be deemed removed from the Board of Directors for the remainder of the Director's term and the vacancy shall be filled in accordance with Section 5 of this Article X. The Board shall consist of five (5) members. No two occupants of the same Unit may serve on the Board of Directors at the same time. Directors shall serve without compensation.

**Section 2. Term of Directors.** The respective terms of office for the Directors have been staggered based on election procedures previously adopted by the Association. In each year, either three or two Directors shall be elected for two year terms depending on how many directorships expire that year. All Directors shall hold office until their successors have been elected and hold their first meeting.

**Section 3. Powers and Duties.** The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board of Directors shall be responsible specifically for the following:

A. Management and Administration. To manage and administer the affairs of and maintenance of the Condominium and the Common Elements, all to the extent set forth in the Condominium Documents.

B. Collecting Assessments. To collect assessments from the Co-owners and to use the proceeds for the purposes of the Association.

C. Insurance. To carry insurance and collect and allocate the proceeds in the manner set forth in Article IV.

D. Rebuild Improvements. To rebuild improvements after casualty in the manner set forth in Article V.

E. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.

F. Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit and any easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

G. Easements and Telecommunications. To grant such easements, licenses and other rights of entry, use and access, and to enter into any contract or agreement, including wiring agreements, utility agreements, right of way agreements, access agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, the Board of Directors shall not have the authority to enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which would violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service,

including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts of administration, within the meaning of the Act, and shall be paid over to and shall be the property of the Association.

H. Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than 60% of all Co-owners entitled to vote, except in the case of financing or refinancing of a Unit acquired through foreclosure of the statutory lien for unpaid assessments, which shall require no such approval.

I. Assign Right to Future Income. To assign its right to future income, including the right to receive Co-owner assessment payments.

J. Rules and Regulations. To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

K. Committees. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees, or any specific Officers or Directors of the Association, any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

L. Enforce Documents. To enforce the provisions of the Condominium Documents.

M. Administrator. To do anything required of or permitted to the Association as administrator of the Condominium under the Condominium Documents.

N. General. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of the Condominium and the Association.

**Section 4. Professional Management.** The Board of Directors may employ for the Association a professional management agent at reasonable 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 this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Co-owners. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, or which is not terminable by the Association upon ninety (90) days' written notice to the other party.

**Section 5. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Co-owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed shall be a Director until the end of the term of the Director who they replaced and a successor is elected at such annual meeting of the Association.

**Section 6. Removal of Directors.** At any regular or special meeting of the Association duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all Co-owners, and a successor may then and there be elected to fill the vacancy thus created. The quorum requirement for the purpose of filling any vacancy shall be the normal 25% requirement set forth in Article VIII, Section 1F. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

**Section 7. First Meeting of New Board.** The first meeting of a newly elected Board shall be held within ten (10) days of election at such place and time as shall be fixed by the Directors at the meeting at which such Directors were elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the entire Board is present at such a meeting.

**Section 8. Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors. At least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, or by mail, facsimile, electronically or telephone at least five (5) days prior to the date of the meeting, unless waived by such Director. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice.

**Section 9. Special Meetings.** Special meetings of the Board of Directors may be called by the president upon three (3) days' notice to each Director, given personally, or by mail, facsimile, electronically or by telephone, which notice shall state the time, place and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of two Directors.

**Section 10. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing or orally, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. A Director's attendance at a Board meeting shall be deemed that Director's waiver of notice. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 11. Quorum.** The presence of a majority of the Directors at a meeting shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which there is a quorum shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by remote communication, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. If a Director joins in the action of a

meeting by signing and concurring in the minutes of that meeting, the Director shall be considered present for purposes of determining a quorum.

**Section 12. Action without Meeting.** Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing, including by electronic transmission, by the requisite majority of the Board of Directors. Further, the presiding officer of the Association, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, such vote shall constitute valid action by the Board, provided the results of the vote and the issue voted upon are noted in the minutes of the next Board meeting to take place.

**Section 13. Closing of Board of Director Meetings to Members; Privileged Minutes.** The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the Co-owners or may permit Co-owners to attend a portion or all of any meeting of the Board of Directors. Any Co-owner shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no Co-owner shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

**Section 14. Remote Communication Participation.** Members of the Board of Directors may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting.

**Section 15. Fidelity Bond/Crime/Employee Dishonesty Insurance.** The Board of Directors shall obtain fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds). The premiums for the foregoing shall be expenses of administration.

## ARTICLE XI OFFICERS

**Section 1. Designation.** The principal officers of the Association shall be a president, vice president, secretary and treasurer. The Directors may appoint such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person. The President must be a member of the Board of Directors.

**Section 2. Appointment.** The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.

**Section 3.** Removal. The Board of Directors may remove any officer either with or without cause, and the successor to the removed officer may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

**Section 4.** President. The president shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the Co-owners from time to time in the president's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

**Section 5.** Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

**Section 6.** Secretary. The secretary shall keep the minutes of all Board and Association meetings, have charge of the corporate minute book, and of such books and papers as the Board of Directors may direct; and shall in general, perform all duties incident to the office of the secretary.

**Section 7.** Treasurer. The treasurer or management agent shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The treasurer or management agent shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE XII FINANCES

**Section 1.** Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. The commencement date of the fiscal year of the Association shall be subject to change by the Board of Directors for accounting reasons or other good cause.

**Section 2.** Banking. The funds of the Association shall be deposited in such bank or other depository as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

**Section 3.** Investment of Funds. Funds of the Association shall only be held in accounts that are fully insured and/or backed by the full faith and credit of the United States Government. Only depositories or instruments where there is no risk of principal loss may be utilized by the Association for investment of its monies.

## ARTICLE XIII INDEMNIFICATION

**Section 1. Indemnification of Directors and Officers.** Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the Director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the Director or officer may be a party or in which they may become by reason of their being or having been a Director or officer of the Association, whether or not they are a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the Director's or officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. The Board of Directors shall notify all Co-owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

**Section 2. Directors' and Officers' Insurance.** The Association shall provide liability insurance for every Director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a Director or an officer of the Association may waive any liability insurance for such Director's or officer's personal benefit. No Director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a Director or officer was not waived by such Director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a Director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

## ARTICLE XIV COMPLIANCE

**Section 1. Compliance with Condominium Documents.** The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the provisions of the Act and the Condominium Documents. In the event that such Amended and Restated Master Deed, these Bylaws, or Articles of Incorporation conflict with the provisions of any Statute, the Statute shall govern. If any provision of these Bylaws or conflicts with any provision of the Amended and Restated Master Deed, the Amended and Restated Master Deed shall govern.

**Section 2. Amendment.** These Bylaws may be amended in accordance with the Act and the provisions of Article VIII of the Amended and Restated Master Deed for Arrowon Pines Condominium.

**Section 3. Definitions.** All terms used herein shall have the same meaning as set forth in the Amended and Restated Master Deed to which these Bylaws are attached as an Exhibit, or as set forth in the Act.

## **ARTICLE XV REMEDIES FOR DEFAULT**

**Section 1. Default by a Co-owner.** Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

A. Remedies for Default by a Co-owner to Comply with the Documents. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination of the foregoing, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.

B. Costs Recoverable From Co-owner. Failure of a Co-owner and/or non-Co-owner resident or guest to comply with the Condominium Documents shall entitle the Association to recover from such Co-owner or non-Co-owner resident or guest the pre-litigation costs and actual reasonable attorneys' fees incurred in obtaining their compliance with the Condominium Documents. In addition, in any proceeding arising because of an alleged default by any Co-owner, or in cases where the Association must defend an action brought by any Co-owner(s) or non-Co-owner resident or guest, (regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise), the Association, if successful, shall be entitled to recover from such Co-owner or non-Co-owner resident or guest pre-litigation costs, the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in defense of any claim or obtaining compliance or relief, but in no event shall any Co-owner be entitled to recover such attorney's fees or costs against the Association. The Association, if successful, shall also be entitled to recoup the costs and attorneys' fees incurred in defending any claim, counterclaim or other matter.

C. Association's Right to Abate. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of its exercise of its removal and abatement power granted hereunder.

D. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XVI of these Bylaws.

**Section 2. Failure to Enforce Rights.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition that may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

**Section 3. Cumulative Rights.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

**Section 4. Rights of Co-owners.** A Co-owner may maintain an action against the Association to compel enforcement of the provisions of the Condominium Documents, and may maintain an action for injunctive relief or damages against any other Co-owner for noncompliance with the Condominium Documents. Even if successful, Co-owners may not recover attorneys fees from the Association, but may recover such fees from another Co-owner if successful in obtaining compliance with the Condominium Documents.

## ARTICLE XVI FINES

**Section 1. General.** The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their family, guests, tenants or any other person admitted through such Co-owner to the Condominium.

**Section 2. Procedures.** Upon any such violation being alleged by the Board, the following procedures will be followed:

A. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, electronic transmission, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 1 E of these Bylaws.

B. Hearing and Decision. The offending Co-owner shall be provided a scheduled hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation. The hearing before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 7 days from the date of the notice.

C. Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or in the event of the Co-owner fails to appear at the scheduled

hearing, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

**Section 3.** Fines. Upon violation of any of the provisions of the Condominium Documents and upon the decision of the Board as recited above, the following fines may be levied:

FIRST VIOLATION	No fine will be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation
SECOND VIOLATION	\$50.00 Fine
THIRD VIOLATION	\$100.00 Fine
FOURTH VIOLATION	\$150.00 Fine
AND ALL SUBSEQUENT VIOLATIONS	

The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 11 of these Bylaws. For purposes of this Section, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be an owner of a Unit or occupant of the Condominium, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues, however, no further hearings other than the first hearing shall be required for successive violations once a violation has been found to exist. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

**Section 4.** Collection of Fines. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be immediately due and payable. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article XV of these Bylaws.

## ARTICLE XVII SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants which are held to be partially invalid or unenforceable.

**CONDOMINIUM SUBDIVISION PLAN  
ARROWON PINES CONDOMINIUM**



REPLAT NO. 1  
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 771  
EXHIBIT "B" TO THE MASTER DEED OF

**ARROWON PINES CONDOMINIUM**

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SURVEYOR

MILLETTICS AND ASSOCIATES, INC.  
40000 GRAND RIVER AVENUE  
SUITE 110  
NOVI, MICHIGAN 48375

DEVELOPER:

SHERP DEVELOPMENT CORPORATION  
31550 FOURTEEN MILE ROAD  
SUITE 101  
FARMINGTON HILLS, MICHIGAN 48334

ENGINEER:

SEIBER, KEAST & ASSOCIATES, INC.  
40000 GRAND RIVER AVENUE  
SUITE 110  
NOVI, MICHIGAN 48375

LEGAL DESCRIPTION

A part of the Northeast 1/4 of Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the 2<sup>nd</sup> 1/4 corner of said Section 27; thence North 00°06' 45" West, 450.12 feet, along the East line of said Section 27 and the centerline of Novi Road, to the point of beginning thence South 63°55' 26" West, 1343.44 feet, to the Eastline line of Orchard Ridge Estates No. 2, as recorded in Plat, on Pages 4 and 5, Oakland County Records, Lessor, 170 of feet, on Pages 4 and 5, thence North 00°13' 41" East, 657.31 feet, along the Eastline line of said "Orchard Ridge Estates No. 2", and the Eastline of "Orchard Ridge Estates No. 1", as recorded in Lessor, 169 of feet, on Pages 38 and 39, Oakland County Records (recorded as South 00°18' 00" West); thence North 89°59' 25" East, 839.52 feet, thence North 00°06' 45" East, 164.51 feet; thence North 89°59' 25" East, 168.78 feet; thence South 00°16' 45" East, 331.22 feet, to the East line of said Section 27 and the centerline of said Novi Road; thence South 00°16' 45" East, 361.26 feet, along the East line of said Section 27 and the centerline of said Novi Road, to the point of beginning. All of the above containing 17.354 Acres. All of the above being subject the rights of the public in Novi Road. All of the above being subject to easements, restrictions and right-of-ways of record.

INDEX

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*1.	SURVEY PLAN
4.2.	SITE PLAN
4.3.	UTILITY PLAN
4.4.	BASEMENT PLAN FOR UNIT TYPE A AND UNIT TYPE A-3
4.5.	BASEMENT PLAN FOR UNIT TYPE A-1 AND UNIT TYPE A-2
4.6.	BASEMENT PLAN FOR UNIT TYPE A-1 AND UNIT TYPE A-3
4.7.	FIRST FLOOR PLAN FOR UNIT TYPE A & A-3
4.8.	CROSS-SECTIONS FOR UNIT TYPES A, A-1, A-2 AND A-3
4.9.	BASEMENT PLAN FOR UNIT TYPE B AND UNIT TYPE B-1
4.10.	FIRST FLOOR PLAN FOR UNIT TYPE B AND UNIT TYPE B-1
4.11.	SECOND FLOOR PLAN FOR UNIT TYPE B AND UNIT TYPE B-1
4.12.	CROSS-SECTION FOR UNIT TYPES B AND B-1
4.13.	BASEMENT PLAN FOR UNIT TYPE C AND UNIT TYPE C-1
4.14.	FIRST FLOOR PLAN FOR UNIT TYPE C AND UNIT TYPE C-1
4.15.	SECOND FLOOR PLAN FOR UNIT TYPE C AND UNIT TYPE C-1
4.16.	CROSS-SECTIONS FOR UNIT TYPES C AND C-1
4.17.	BASEMENT PLAN FOR UNIT TYPE D AND UNIT TYPE D-1
4.18.	FIRST FLOOR PLAN FOR UNIT TYPE D-2 AND UNIT TYPE D-3
4.19.	BASEMENT PLAN FOR UNIT TYPE D-2 AND UNIT TYPE D-3
4.20.	FIRST FLOOR PLAN FOR UNIT TYPES D, D-1, D-2 AND D-3
4.21.	SECOND FLOOR PLAN FOR UNIT TYPES D, D-1, D-2 AND D-3
4.22.	CROSS-SECTIONS FOR UNIT TYPES D, D-1, D-2 AND D-3
*23.	PERIMETER PLAN FOR BUILDING 1
*24.	PERIMETER PLAN FOR BUILDING 2
*25.	PERIMETER PLAN FOR BUILDING 3
*26.	PERIMETER PLAN FOR BUILDING 4
*27.	PERIMETER PLAN FOR BUILDING 5
*28.	PERIMETER PLAN FOR BUILDING 6
*29.	PERIMETER PLAN FOR BUILDING 7
*30.	PERIMETER PLAN FOR BUILDING 8
*31.	PERIMETER PLAN FOR BUILDING 9
*32.	PERIMETER PLAN FOR BUILDING 10
*33.	PERIMETER PLAN FOR BUILDING 11
*34.	PERIMETER PLAN FOR BUILDING 12
*35.	PERIMETER PLAN FOR BUILDING 13

APPROVAL PERMITS CONDOMINIUM

JAN. 6, 1993  
PROPOSED

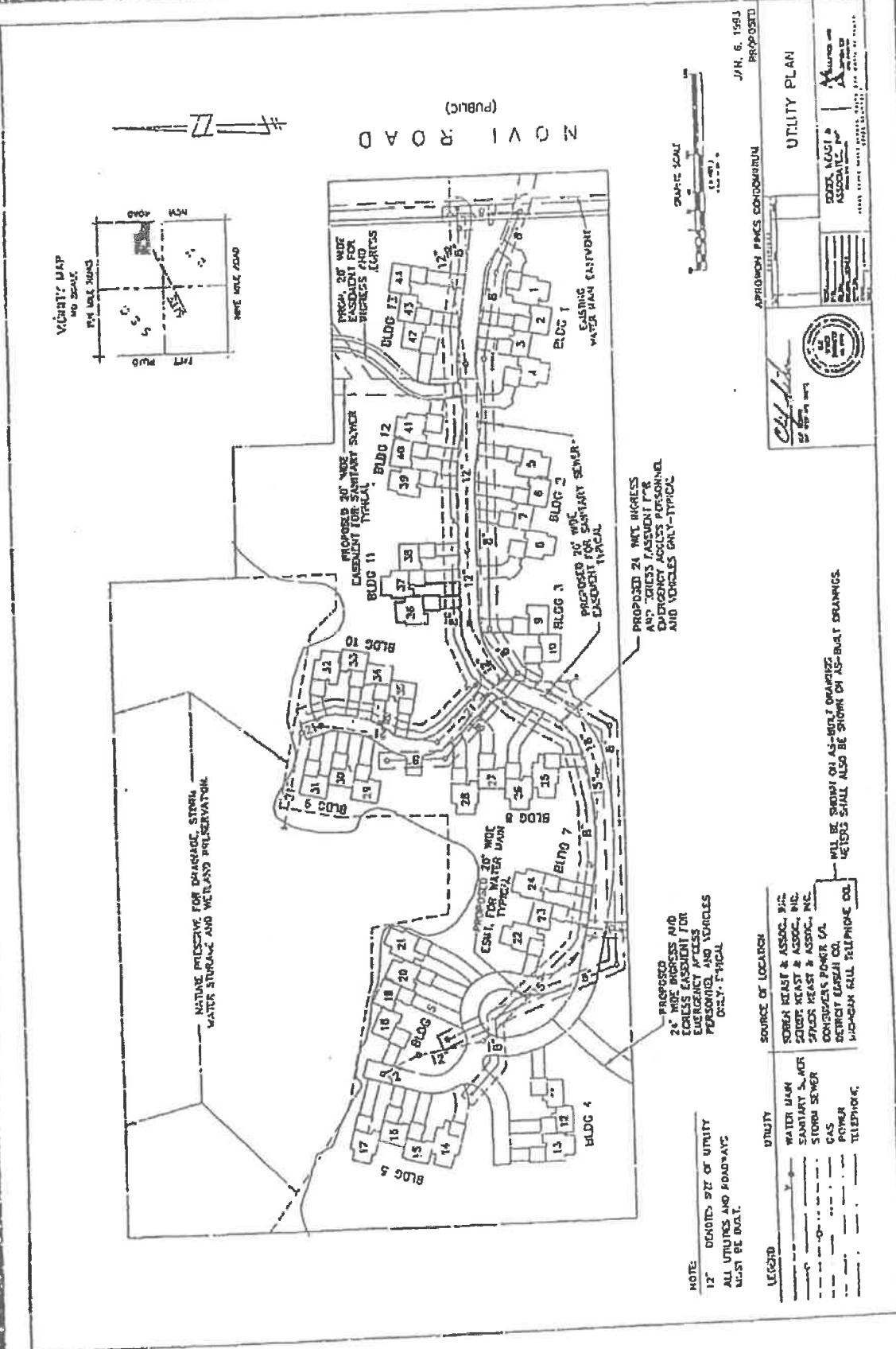
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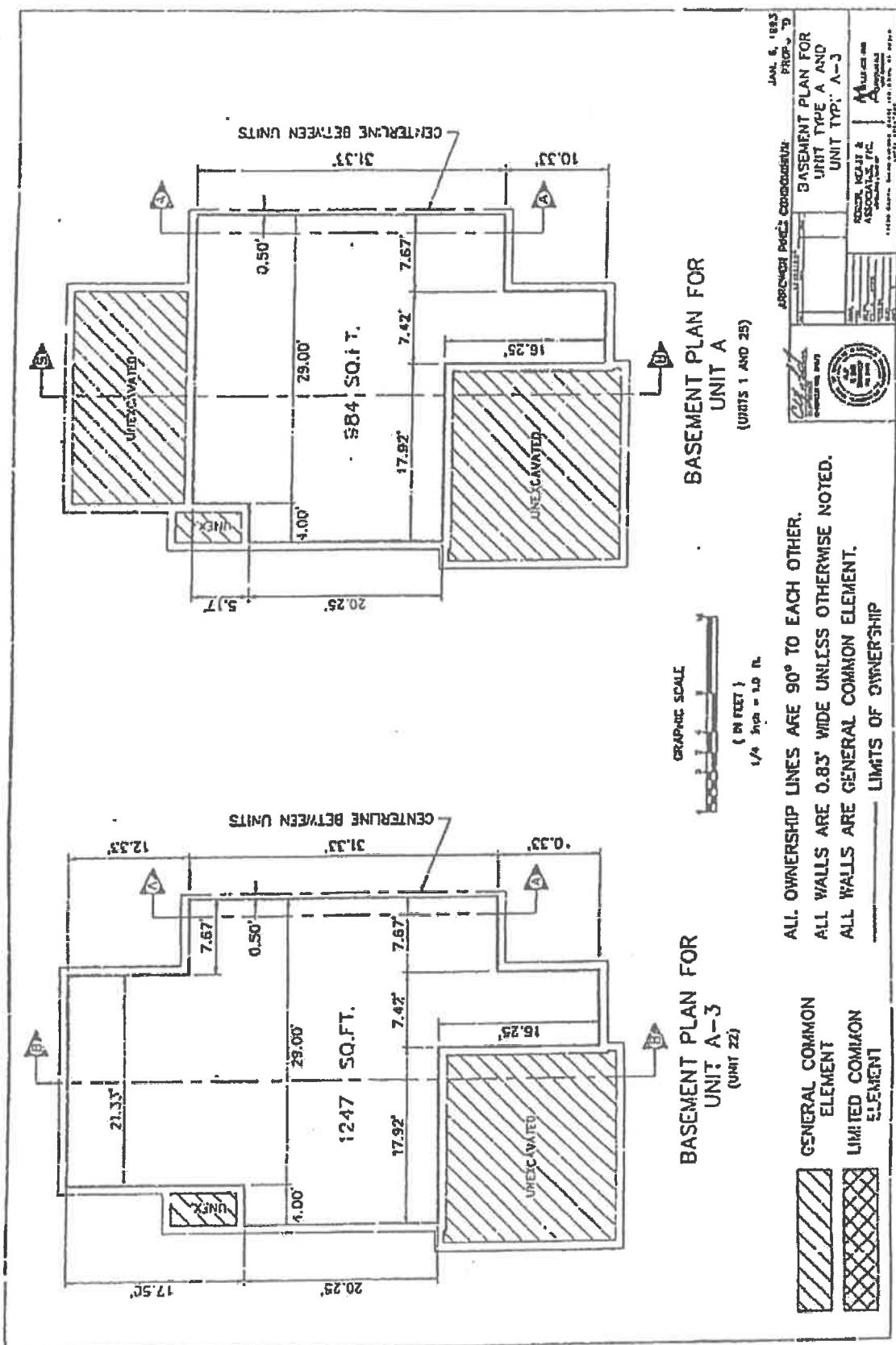
MAP, PLAT, ETC.	ASSOCIATES, INC.
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NOTE: THE ASTERISK (\*) AS SHOWN IN THE SHEET INDEX  
INDICATES AMENDED OR NEW SHEETS WHICH ARE  
REVISED, DATED JAN. 6, 1993, WITH THIS SUBMISSION.  
THESE SHEETS SHALL REPLACE OR BE SUPPLEMENTAL  
TO THOSE SHEETS PREVIOUSLY RECORDED

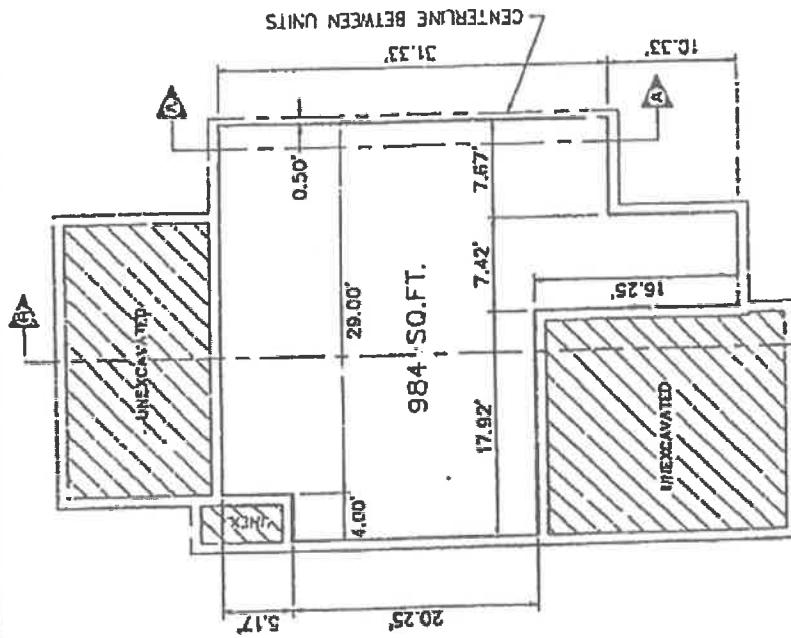
13260 .. 082







13260 .. 980



BASEMENT PLAN FOR  
UNIT A-1  
*(Front View)*

UNIT 14

**PROPOSED**

**BASEMENT PLAN FOR**

**UNIT TYPE A-1 AND**

**UNIT TYPE A-2**

**SECTION, RELEVANT**

**ASSOCIATES, INC.**

1000 10th Street, Suite 1000, Washington, D.C. 20004

(202) 467-1400

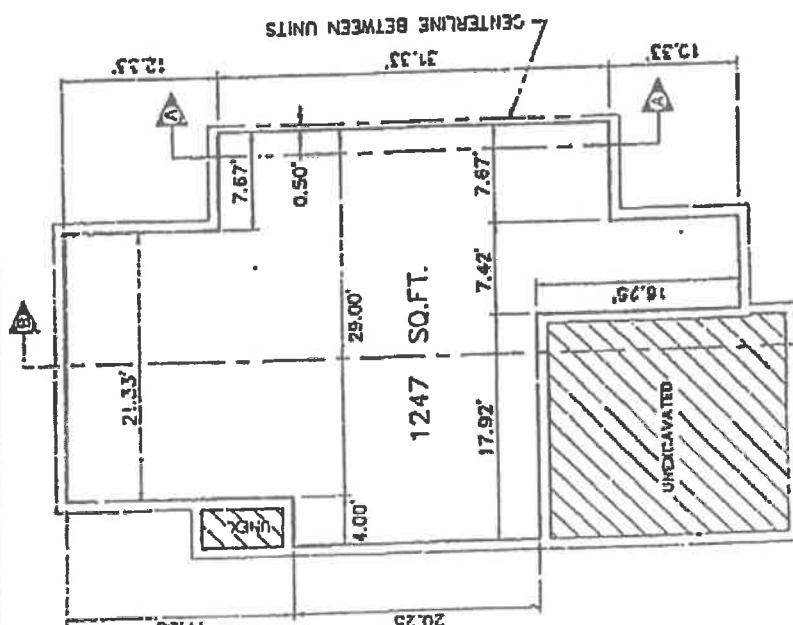
FAX: (202) 467-1401

E-mail: [info@associatesinc.com](mailto:info@associatesinc.com)

www.associatesinc.com

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.  
ALL WALLS ARE 0.83' WIDE UNLESS OTHERWISE NOTED.  
WALLS ARE GENERAL COMMON ELEMENT.

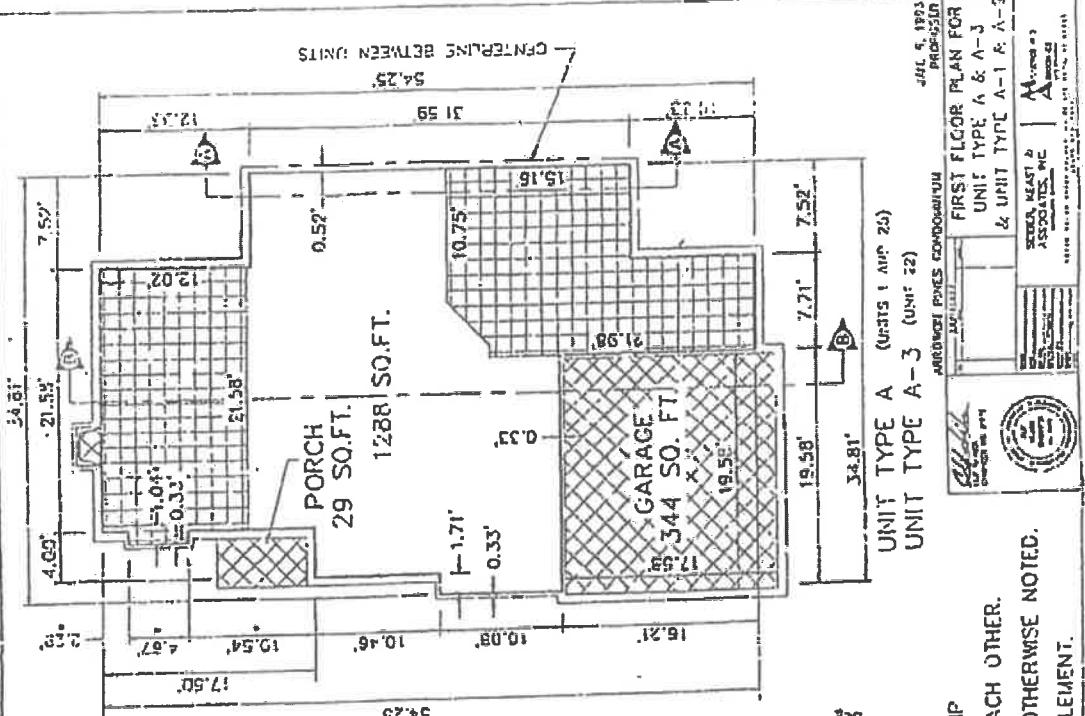
LIMITS OF OWNERSHIP



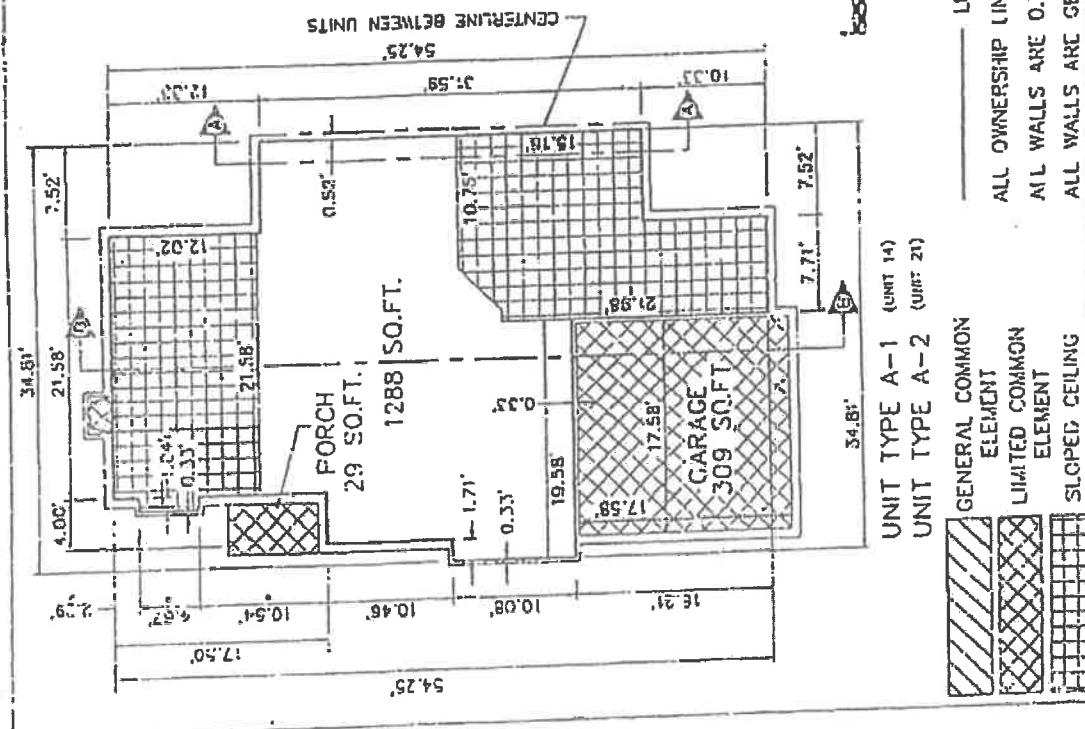
BASEMENT PLAN FOR  
UNIT A-2  
(cont'd)

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

13260 .. 986



NOTE: DIMENSION MAY VARY BASED ON ACTUAL.  
BAY WINDOW TYPE USED IN CONSTRUCTION.



— LIMITS OF OWNERSHIP  
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.  
ALL WALLS ARE 0.71' WIDE UNLESS OTHERWISE NOTED.  
ALL WALLS ARE GENERAL, COMMON ELEMENT.

LIMITS OF OWNERSHIP LINES ARE 90° TO EACH OTHER

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
SPECIFIC ELEMENT

441. 9. 1903  
Production  
PLAN FOR  
A & A-J  
A-1 R: A-2  
A-3  
A-4

UNIT 1 TYPE: A-3 (U.S.: 42)

14

10

## UNIT TYPE A-2 (unit: 21)

10

PROBLEMS  
PLAN FOR  
K & A-3  
A-1 K A-2

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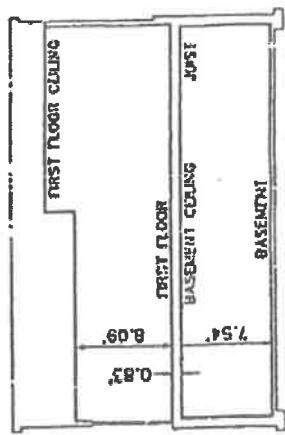
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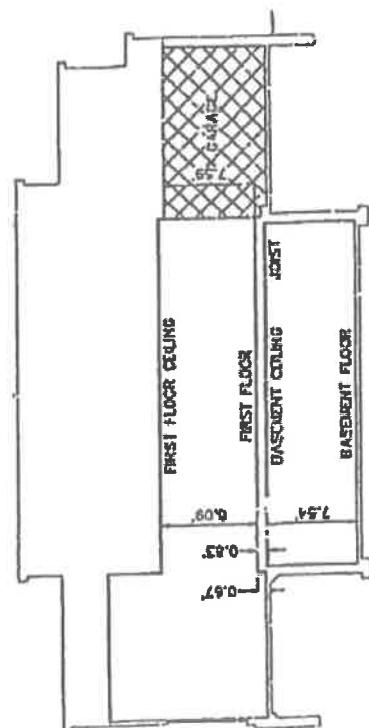
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## SECTION A-A

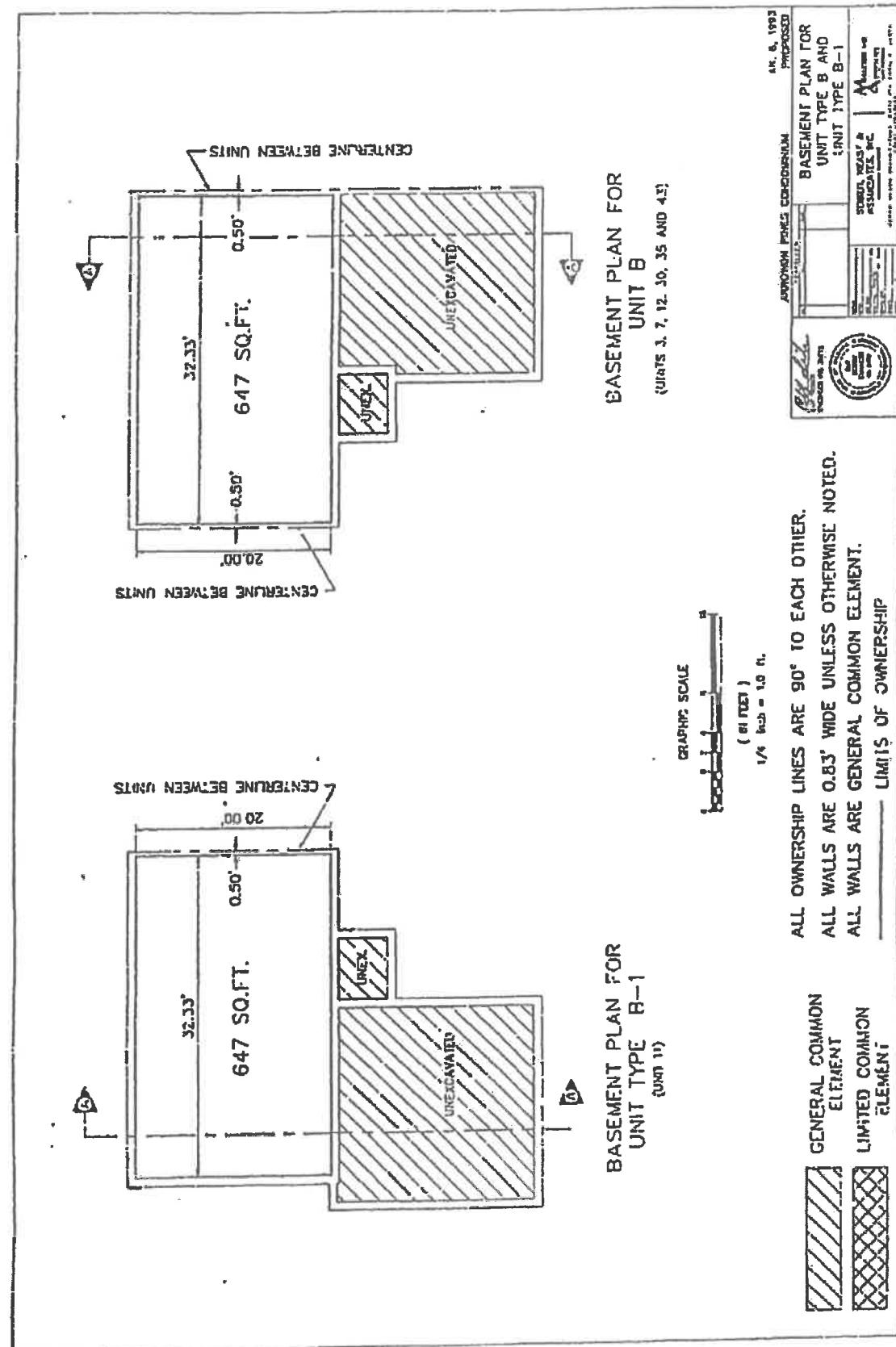


SECTION B-1A

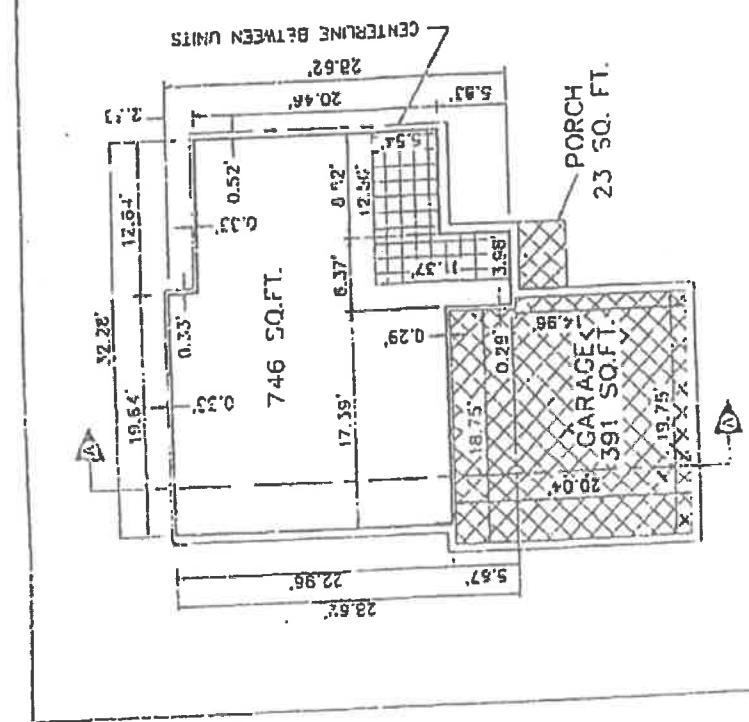


**LIMITS OF OWNERSHIP**  
ALL WALLS ARE GENERAL COMMON ELEMENT.  
ALL ATTICS ARE GENERAL COMMON ELEMENT.

14 MAY - 1960



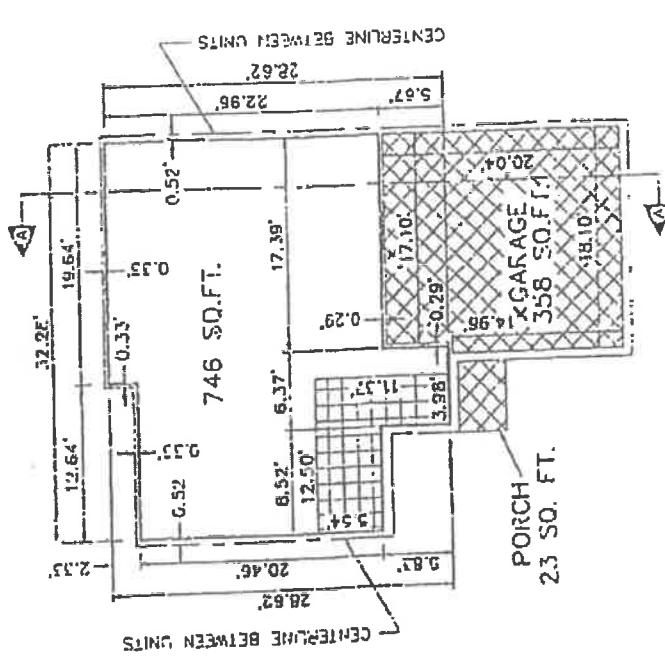
680 09260 1104



FIRST FLOOR PLAN FOR  
UNIT TYPE B-1  
Plan #:

GRAPHIC SCALE  
(1 FEET)

FIRST FLOOR PLAN FOR  
UNIT TYPE B  
(Units 3, 7, 12, 16, 35 AND 43)

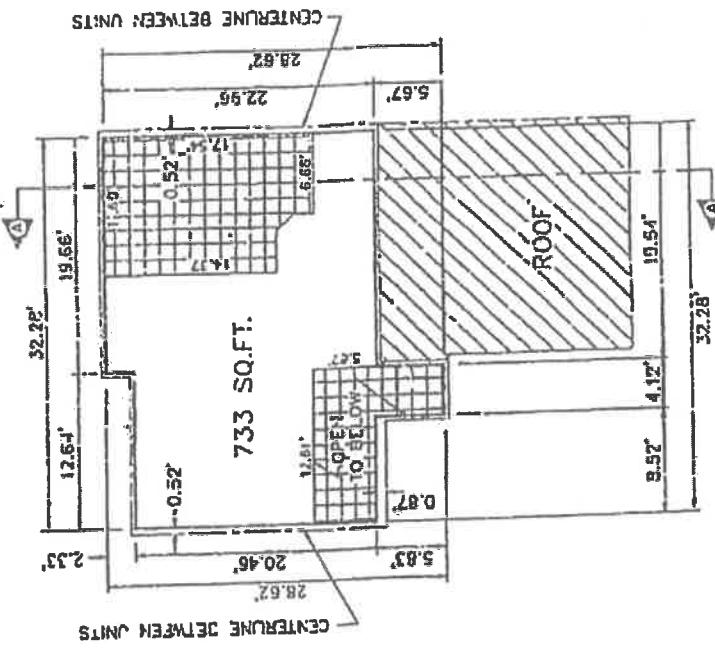


FIRST FLOOR PLAN FOR  
UNIT TYPE B  
(Units 3, 7, 12, 16, 35 AND 43)

ARCHITECTURE PLANS CO. (SACRAMENTO, CALIFORNIA)		RECORDED
JAN. 6, 1962		
FIRST FLOOR PLAN FOR		
UNIT TYPE B AND		
UNIT TYPE B-1		
STYLAR, KELLEY & ASSOCIATES, INC.	Architects	Architects
13260	090	13260

13260

LINES OF OWNERSHIP  
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.  
ALL WALLS ARE 0.71" WIDE UNLESS OTHERWISE NOTED.  
ALL WALLS ARE GENERAL COMMON ELEMENT.



**SECOND FLOOR PLAN FOR  
UNIT TYPE B (units 1, 7, 12, 30, 33 AND 45)  
AND UNIT TYPE B-1 (units 11)**

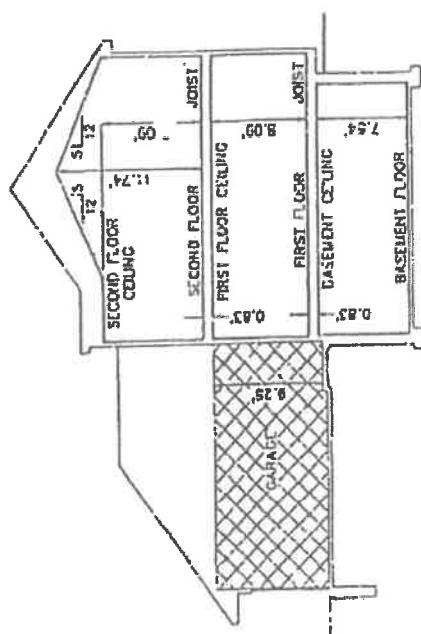
THE STUDY OF MUSICAL FORM

**GENERAL COMMON ELEMENT  
SLOPED CEILING**

— LIMITS OF OWNERSHIP  
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.  
ALL WALLS ARE 0.33' WIDE UNLESS OTHERWISE NOTED.  
ALL WALLS ARE GENERAL COMMAND ELEMENT.

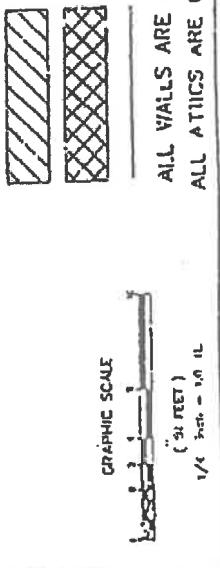
GRAPHIC SCALE  
(in FEET)  
1/4 inch = 1.0 ft.

LIBRARY 13260 091



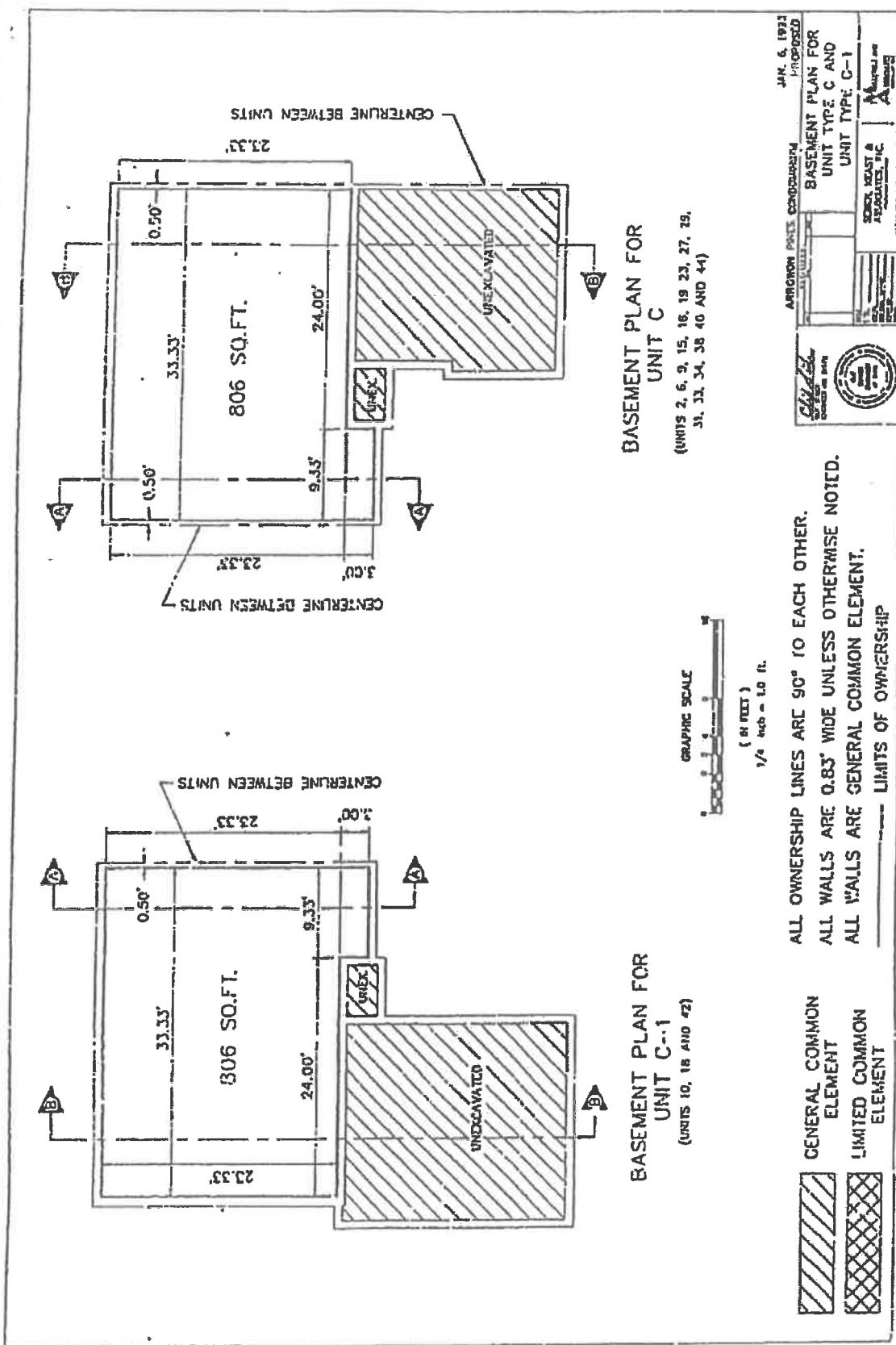
SECTION A-A

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- ALL WALLS ARE GENERAL COMMON ELEMENT
- ALL ATTICS ARE GENERAL COMMON ELEMENT

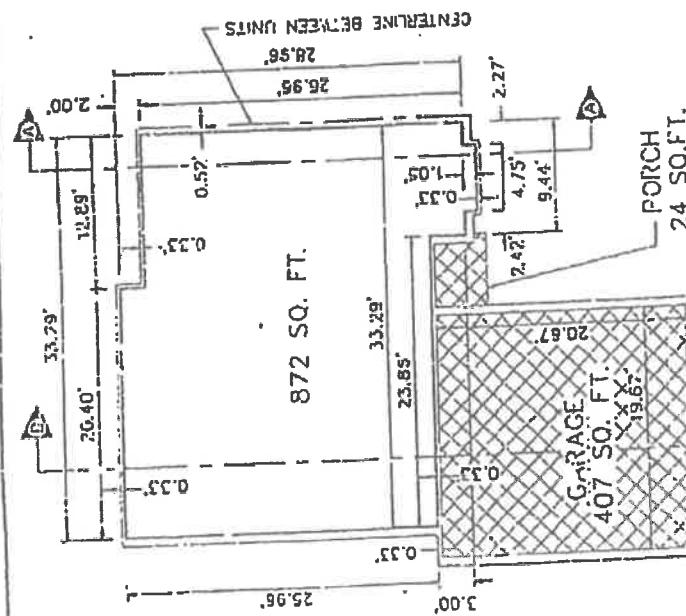
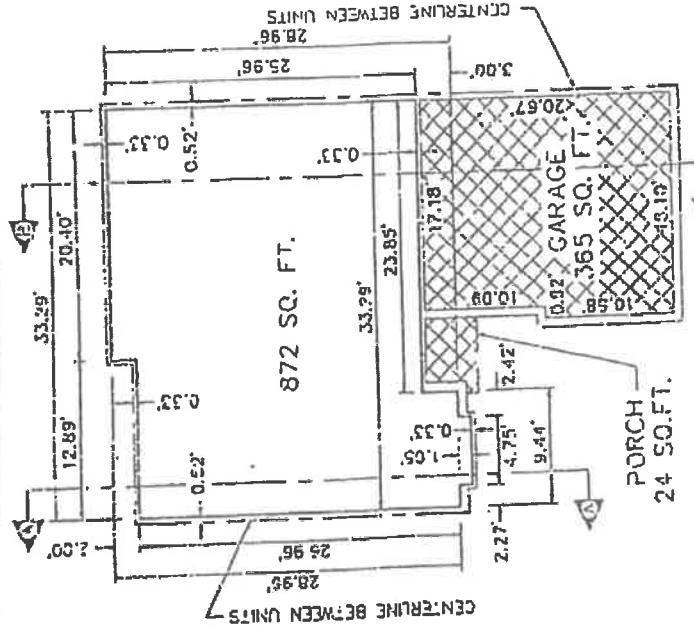


ARCHITECTURAL CROSS-SECTION		JAN. 6, 1933
PROPOSED		RECEIVED
CROSS-SECTION FOR		UNIT TYPES B AND B-1
SPECIAL		SEEDS REAS. & CO. INC.
GENERAL		RECEIVED
COMMON		RECEIVED
ELEMENT		RECEIVED
LIMITS		RECEIVED
OF OWNERSHIP		RECEIVED
ALL WALLS ARE		RECEIVED
GENERAL COMMON ELEMENT		RECEIVED
ALL ATTICS ARE		RECEIVED

RECEIVED



13260 093



**FIRST FLOOR PLAN FOR  
UNIT TYPE C**

(Units 2, 6, 9, 15, 16, 19, 23, 27, 29, 31, 32, 34, 35, 40 AND 44)

GRAPHIC SCALE  
(IN FEET)  
1/4 IN. = 1.0 FT.

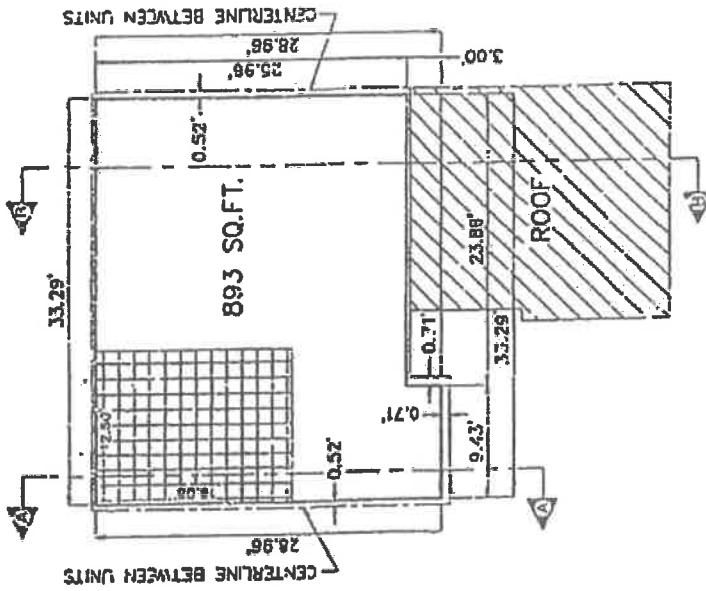
**FIRST FLOOR PLAN FOR  
UNIT TYPE C-1  
(UNITS 10, 18 AND 47)**

[5] ८८

LIMITS OF OWNERSHIP  
ALL OWNERSHIP LINES ARE 90° TO FACE  
ALL WALLS ARE 0.71' WIDE UNLESS OTHERWISE  
ALL WALLS ARE GENERAL COMMON ELEVATION

ABERDEEN POINTS COTTERELLA		FIRST FLOOR FOR UNIT TYPE C-1	
FLOOR PLAN		UNIT TYPE C-1	
			

(Page 18 of 39)



SECOND FLOOR PLAN FOR

UNIT TYPE C AND UNIT TYPE C-1

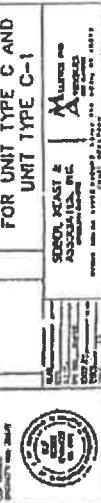
(UNITS 2, 6, 9, 10, 15, 16, 18, 19, 23, 27, 29, 31, 33, 34, 38, 40, 42 AND 44)

(R) DENOTES UNIT TYPE CONSTRUCTED IN REVERSE

AN. 6, 1985  
AERONIC PLATES ORNAMENTAL

SECOND FLOOR PLAN  
FOR UNIT TYPE C AND

UNIT TYPE C-1



SLOPED CEILING

GENERAL COMMON ELEMENT

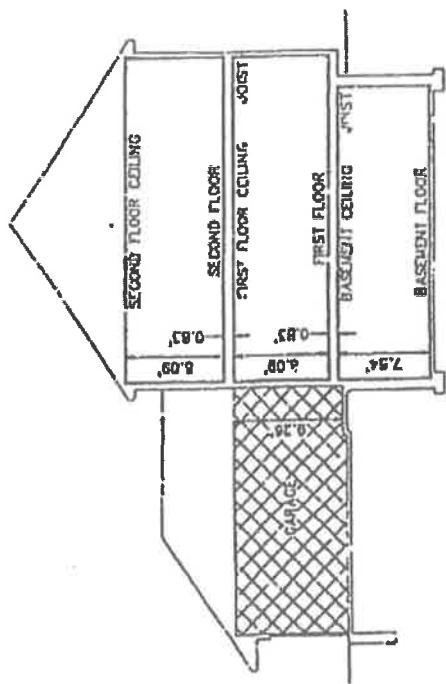
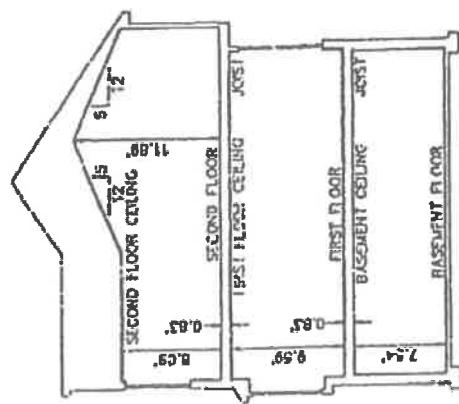
LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.

ALL WALLS ARE 0.33' WIDE UNLESS OTHERWISE NOTED.

ALL WALLS ARE GENERAL COMMON ELEMENT.



## SECTION A-A

SECTION B-8



— Limits of common...  
ALL WALLS ARE GENERAL COMMON ELEMENT.  
ALL ATTICS ARE GENERAL COMMON ELEMENT.



GENERAL COMMON ELEMENTS

## UNITED COMMON ELEMENT

LIMITS OF OWNERSHIP

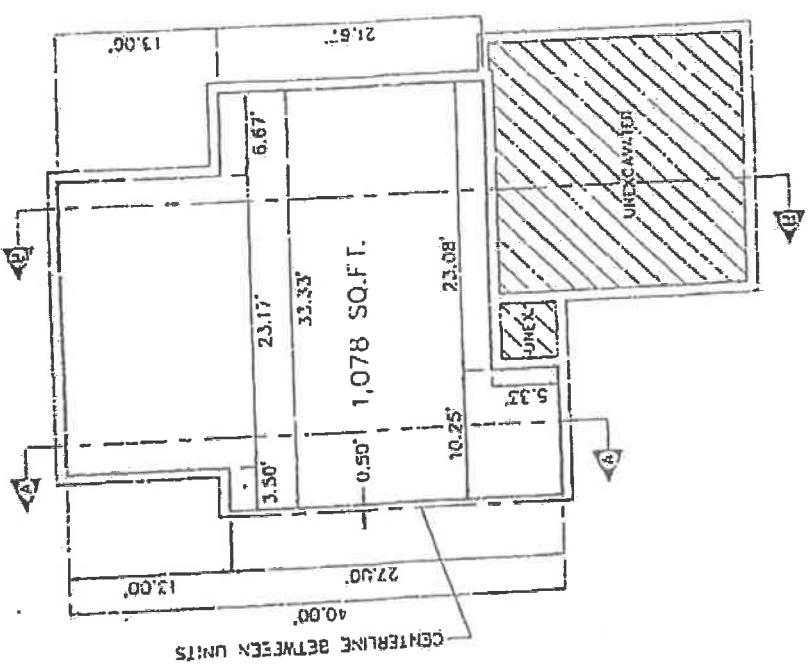
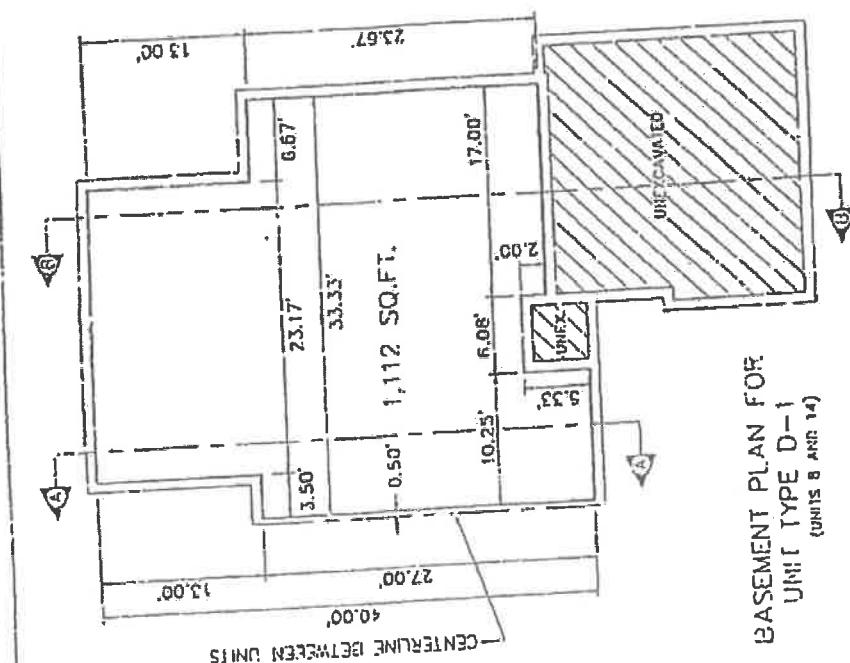
ALL WALLS ARE GENERAL COMMON ELEMENT.  
ALL ATTICS ARE GENERAL COMMON ELEMENT.

1. Aeronautics POSCS Circular Stamp with a circular border containing text and a small logo in the center.

2. Text inside the stamp: "AERONAUTICS POSCS CIRCULAR STAMP", "AERONAUTICS", "POS", "CIRCULAR STAMP", "AERONAUTICS", "POS", "CIRCULAR STAMP".

3. Text above the stamp: "JAN. 1, 1953", "PRO-55-520".

4. Text below the stamp: "CROSS-SECTIONS FOR", "UNIT TYPES 3 AND C-1", "FUTURE NEEDS &", "ESSENTIALS, INC.", "AERONAUTICS", "POS", "CIRCULAR STAMP".



## BASEMENT PLAN FOR UNIT TYPE D-1 (UNITS 8 AND 14)

כטבניאן

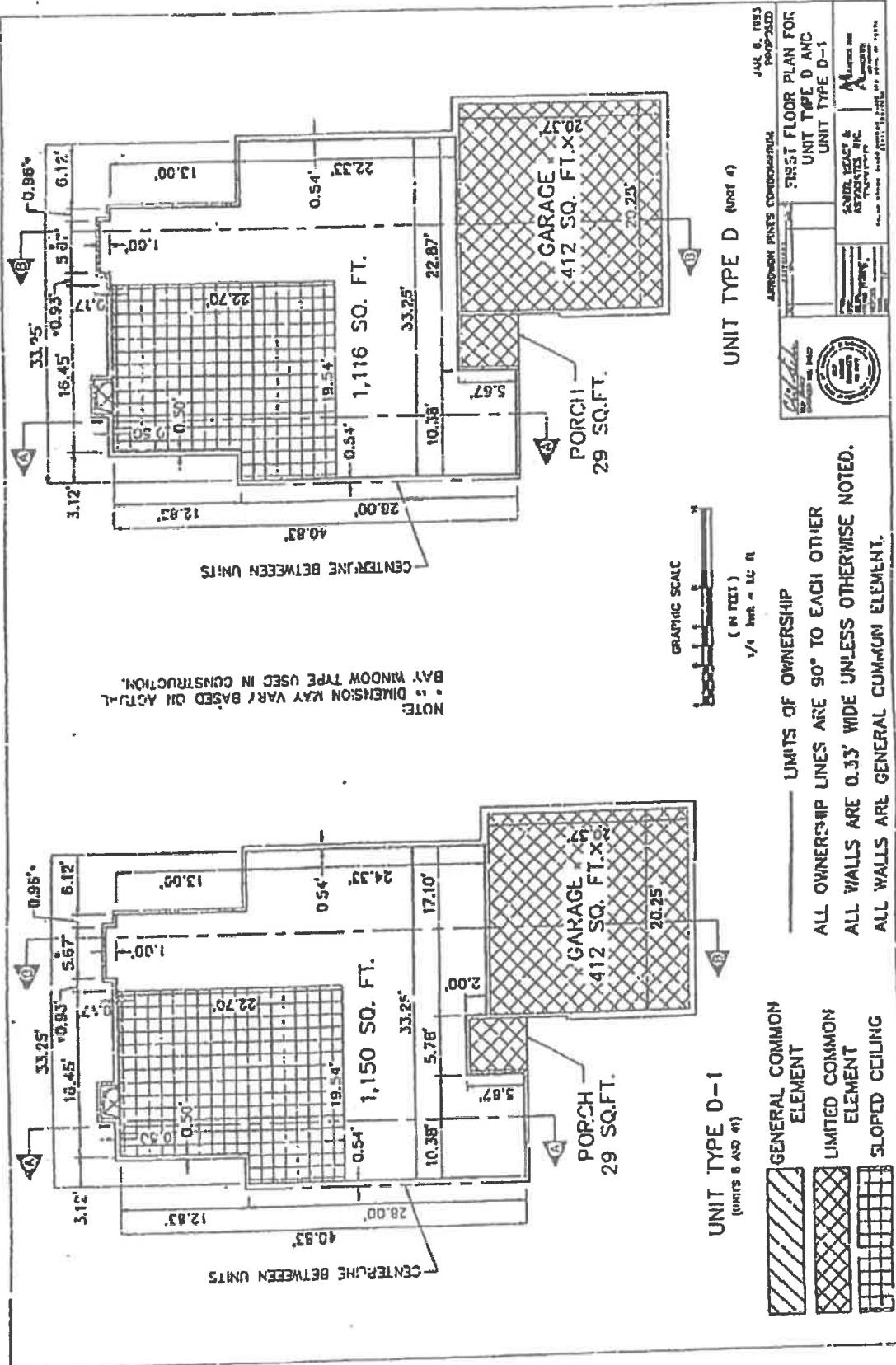
LEAFLET 50

BASEMENT PLAN FOR  
UNIT TYPE D

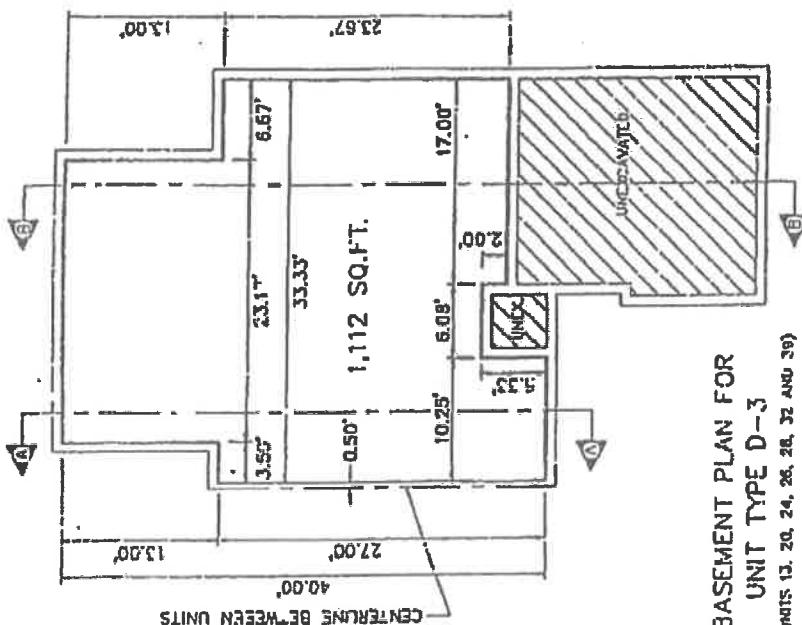
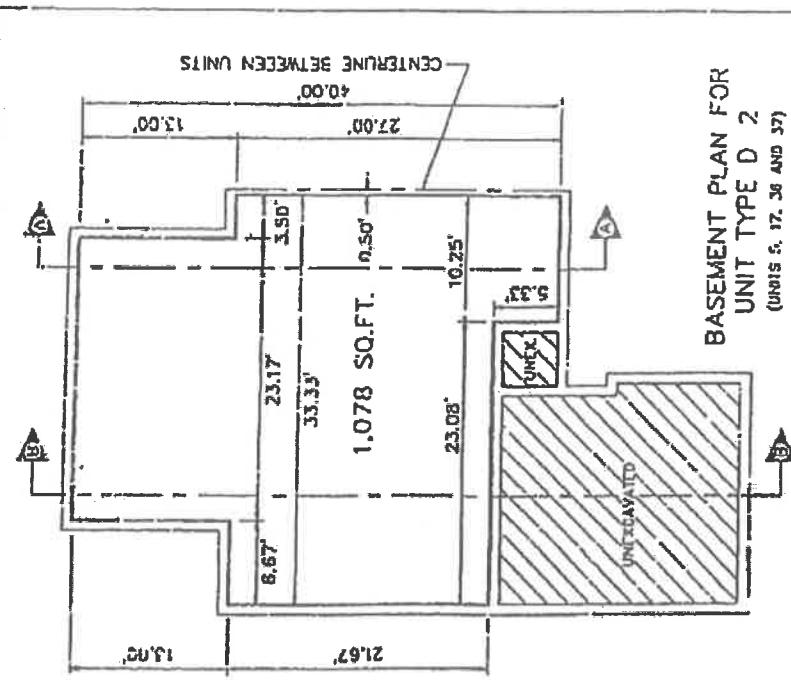
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.  
ALL WALLS ARE 0.83' WIDE UNLESS OTHERWISE NOTED.  
ALL WALLS ARE GENERAL COMMON ELEMENT.  
LIMITS OF OWNERSHIP

NOV  
1974

APRONON PHLS CONSTRUCTION		PROPOSED BASEMENT PLAN FOR UNIT TYPE UNIT D AND UNIT TYPE UNIT D-1	
		SECTION, REVERSE ELEVATION	APRONON PHLS CONSTRUCTION



860 ... 09281 13260

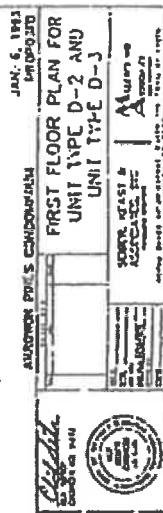
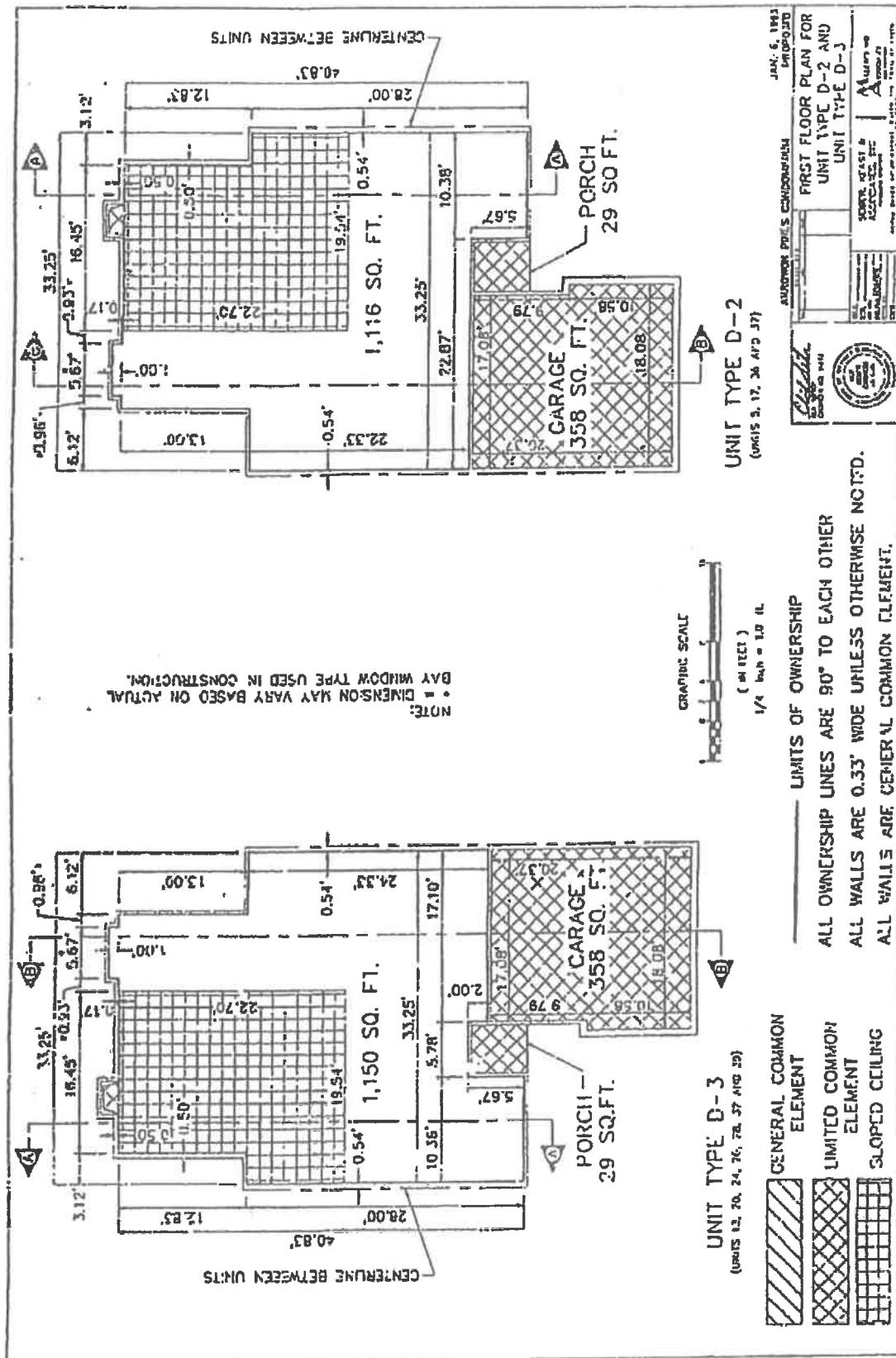


ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.  
ALL WALLS ARE 0.83' WIDE UNLESS OTHERWISE NOTED.  
ALL WALLS ARE GENERAL COMMON ELEMENT.  
LIMITS OF OWNERSHIP

1/4 inch = 10 ft.  
(in feet)

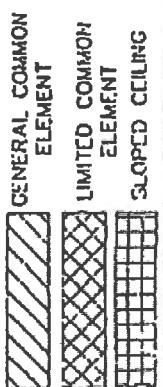
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

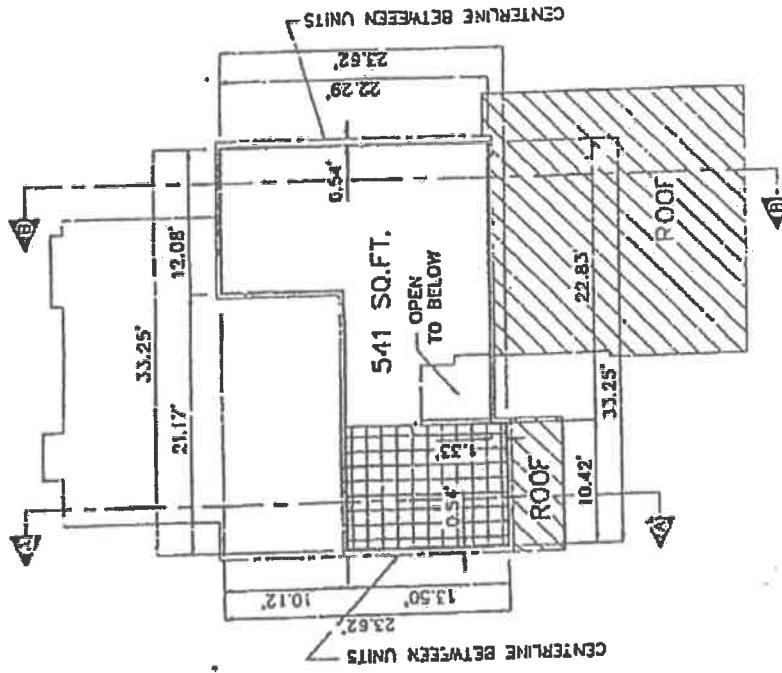
AIRCRAFT PILOTS CONFEDERATION HEADQUARTERS		JAN. 6, 1953	
		PROPOSED BASEMENT PLAN FOR UNIT TYPE UNIT D-2 AND UNIT TYPE UNIT D-3	
			
		<p>REVIEWED AND APPROVED BY THE AIRCRAFT PILOTS CONFEDERATION HEADQUARTERS AT WASHINGTON, D. C.</p>	



**LIMITS OF OWNERSHIP**

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER  
ALL WALLS ARE 0.33' WIDE UNLESS OTHERWISE NOTED.  
ALL WALLS ARE CENTERL LINE COMMON ELEMENT.





**SECOND FLOOR PLAN FOR  
UNIT TYPES D, D-1, D-2 AND D-3**

UNIT TYPES D, D=1, D=2 AND U=3  
SUITE: 4, 6, 8, 12, 17, 20, 24, 25, 30, 37, 39 AND 41)

三

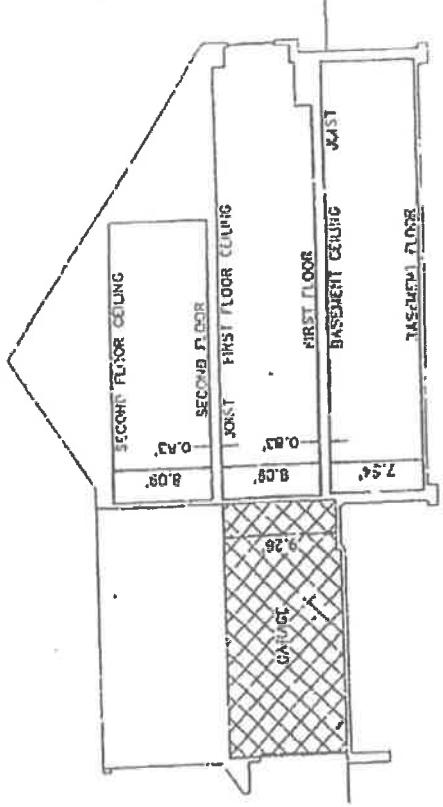
<b>SLOPED CEILING</b>		<b>GENERAL COMMON ELEMENT</b>	
<b>LIMITED COMMON ELEMENT</b>		<b>LIMITS OF OWNERSHIP</b>	

GRAPHIC SCALE  
(mm.)

— LIMITS OF OWNERSHIP  
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.  
ALL WALLS ARE 0.33' WIDE UNLESS OTHERWISE NOTED.  
ALL WALLS ARE GENERAL COMMON ELEMENT



SECTION A-A



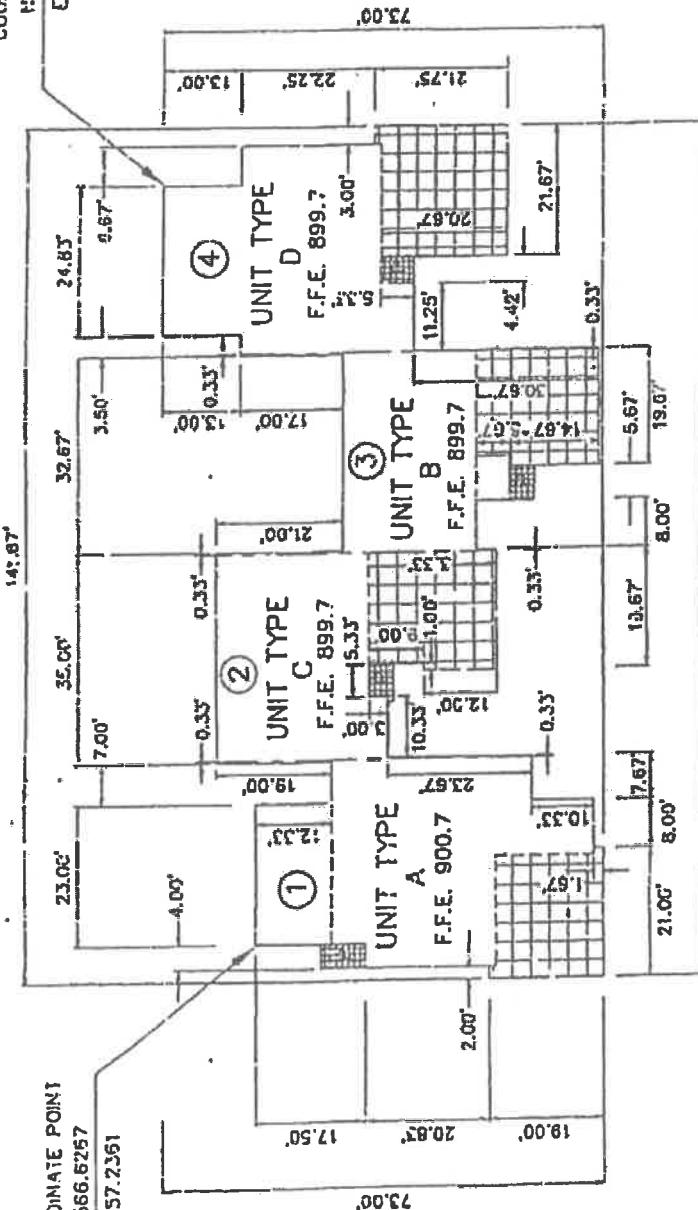
SECTION 35-B

	LIMITED COMMON ELEMENT
	LIMITS OF OWNERSHIP

GRAPHIC SCALE

COORDINATE POINT  
N 2586.6257  
E 1857.2361

COORDINATE POINT  
N 2574.6163  
E 1730.5163



NOTE:

(4) DENOTES UNIT NUMBER

P DENOTES PORCH

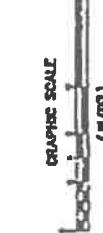
F.F.E. DENOTES FIRST FLOOR ELEVATION

— = CENTERLINE BETWEEN UNITS  
— = LIMITED COMMON ELEMENT

BUILDING #1

N 79°18'27" W

BUILDING BEARING



APPROVED FOR CONSTRUCTION	
APPROVED FOR CONSTRUCTION	APPROVED FOR CONSTRUCTION
APPROVED FOR CONSTRUCTION	APPROVED FOR CONSTRUCTION
APPROVED FOR CONSTRUCTION	APPROVED FOR CONSTRUCTION
APPROVED FOR CONSTRUCTION	APPROVED FOR CONSTRUCTION

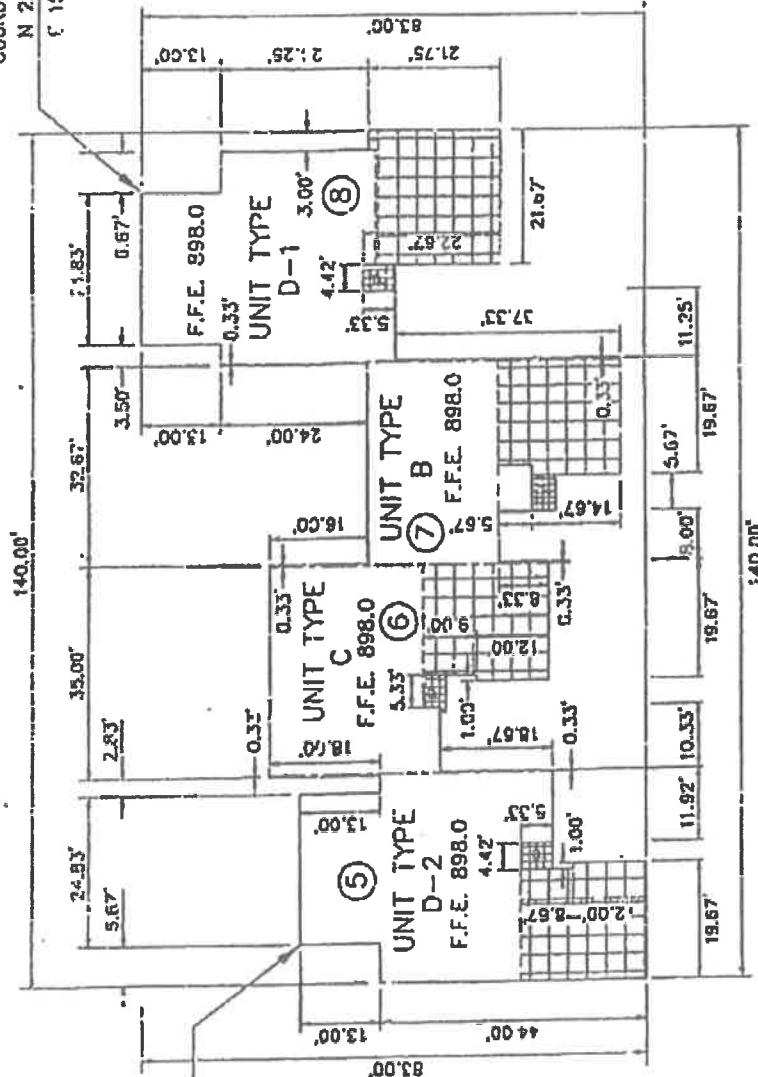
JUN. 6, 1993  
PROPOSED  
PERIMETER PLAN  
BUILDING 1  
(UNITS 1, 2, 3 AND 4)

SAFETY MEASURES	MAINTENANCE
—	—
—	—
—	—
—	—

COOKMANIE POINT  
N 2571.7625  
E 15094150

ROCKUNAIE POINT  
N 25.71.7625  
S 1589.4150

COORDINATE POINT  
N 2572.0063  
E 1635.7905



NOTE

- |        |                                  |
|--------|----------------------------------|
| ④      | DENOTES UNIT NUMBER              |
| P      | DENOTES PORCH                    |
| F.F.I. | DENOTES FIRST FLOOR ELEVATION    |
|        | — — — = CENTERLINE BETWEEN UNITS |
|        | [img] = UNITED COMMON ELEMENT    |

B U I L D I N G # 2  
N 78°14'13" W  
BUILDING BEARING

BUILDING BEAR

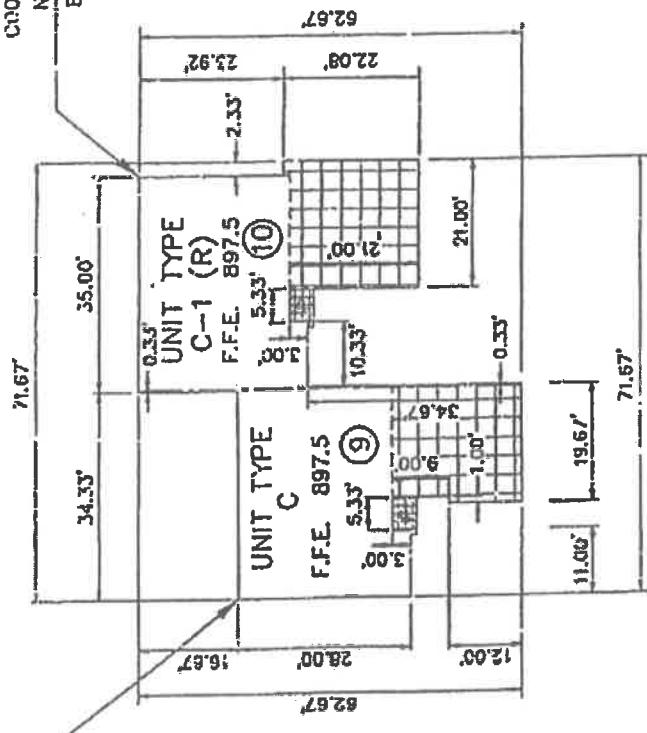
GRAPHIC SCALE  
1 in. = 100 ft.

AERONAUTICS CONDITIONING		JAN. 6, 1993	
		PROPOSED	
		PERIMETER PLAN	
		BUILDING 2	
		(CONT. S. 6, 7 AND 8)	
			
		<b>PROFESSIONAL</b> <b>ASSOCIATES, INC.</b> 	
		<small>PROFESSIONAL ASSOCIATES, INC. 1993. THIS DRAWING IS THE PROPERTY OF THE CITY OF ALEXANDRIA, VA. IT IS TO BE RETURNED UPON REQUEST.</small>	

13260 701

COORDINATE POINT  
N 2578.9016  
E 1445.1689

COORDINATE POINT  
N 2566.8246  
E 1375.0723

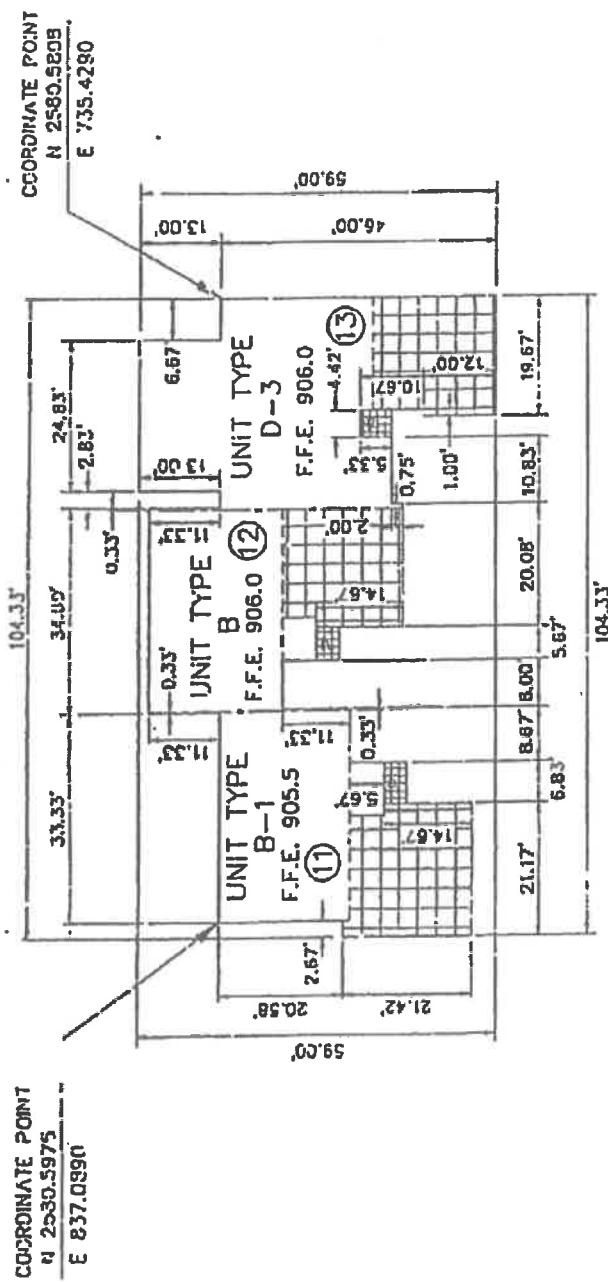


BUILDING #3  
N 87°02'51" W  
BUILDING BEARING

- NOTE:
- (4) DENOTES UNIT NUMBER
  - (R) DENOTES UNIT TYPE  
CONSTRUCTED IN REVERSE
  - P DENOTES PORCH
  - F.F.E. DENOTES FIRST FLOOR EL ELEVATION
  - = CENTERLINE BETWEEN UNITS
  - = LIMITED COMMON ELEMENT

ARCHITECTURAL DRAWING		PERIMETER PLAN	
JAN. 6, 1943		BUILDING 3 Quarters 9 and 10	
PROPOSED		PROPOSED	
Architect: [Signature]		Architect: [Signature]	
Engineer: [Signature]		Engineer: [Signature]	
Inspector: [Signature]		Inspector: [Signature]	
Date: [Signature]		Date: [Signature]	
Scale: [Signature]		Scale: [Signature]	

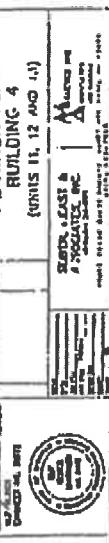
105-13260



note

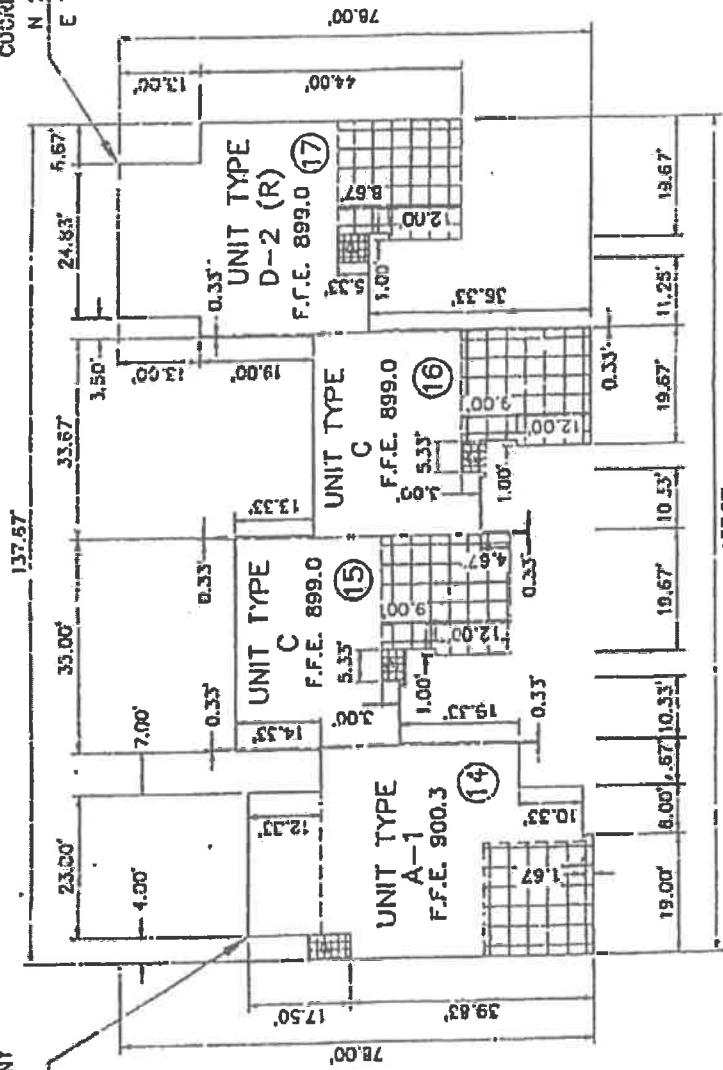
- |           |                               |
|-----------|-------------------------------|
| (4)       | DENOTES UNIT NUMBER           |
| P         | DENOTES PORCH                 |
| F.F.E.    | DENOTES FIRST FLOOR ELEVATION |
| — — — — — | CENTERTLINE BETWEEN UNITS     |
| —         | UNITED COMMON ELEMENT         |

B U I L D I N G W 4  
\$ 89,59,25 - W  
BUILDING BEARING



COORDINATE POINT 1  
N 2727.134  
E 732.0350

COORDINATE POINT 2  
N 2854.787  
E 745.1831



NOTE:

- (4) DENOTES UNIT NUMBER
- (R) DENOTES UNIT TYPE  
CONSTRUCTED IN REVERSE
- P DENOTES PORCH
- F.F.E. DENOTES FIRST FLOOR ELEVATION
- = CENTERLINE BETWEEN UNITS
- ████████ = LIMITED COMMON ELEMENT

B U I L D I N G # 5

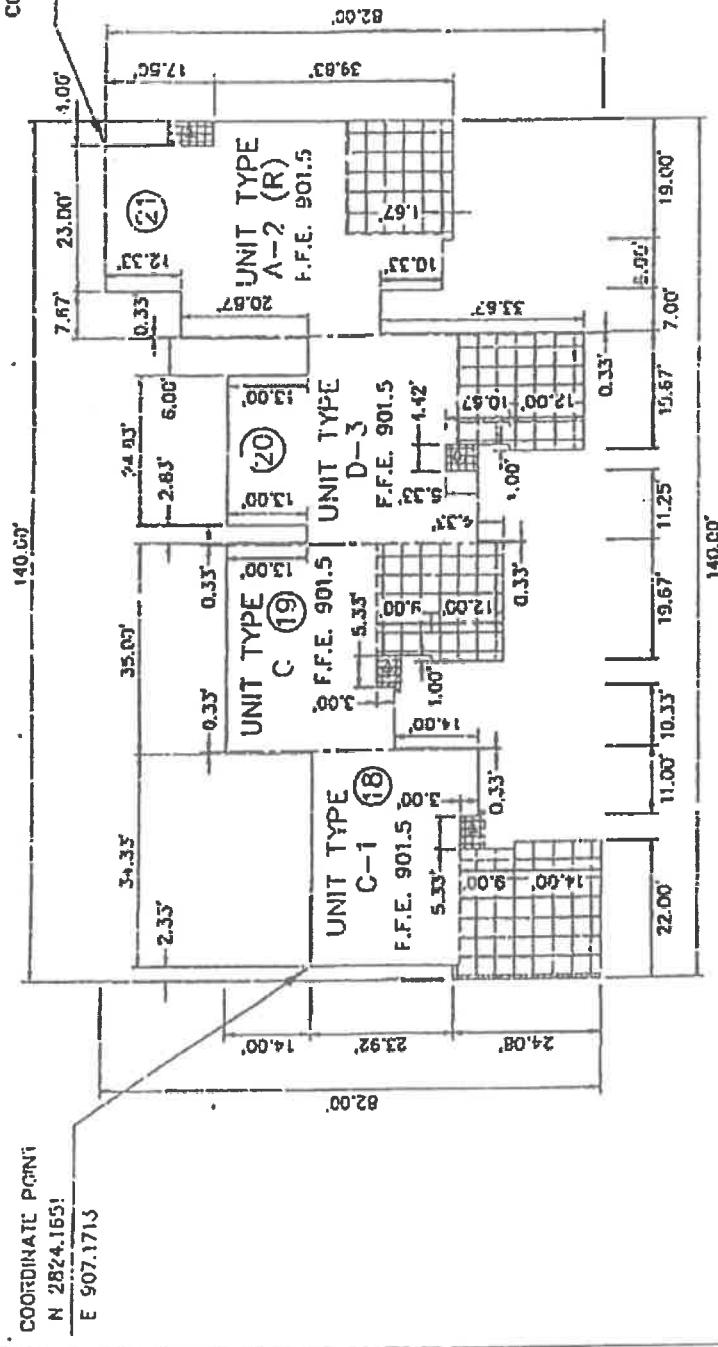
N 15°27'09" E  
BUILDING BEARING



ARCHITECTURAL PLANS COMBINED	
PROPOSED	
PERIODIC PLAN	
BUILDING 5	
POINTS 14, 15, 16 AND 17	
SCALES, ETC. & ADDITIONAL INFORMATION	AS PER DRAWINGS
RECORDED BY THE ARCHITECTURE DIVISION OF THE CITY OF NEW YORK	

COORDINATE POINT  
N 2724.165!  
E 907.1715

COORDINATE POINT  
N 2724.0680  
E 1011.9832



NOTE:

- (4) DENOTES UNIT NUMBER
- (R) DENOTES UNIT TYPE  
CONSTRUCTED IN REVERSE
- P DENOTES PORCH
- F.F.E. DENOTES FIRST FLOOR ELEVATION
- — — — — CENTERLINE BETWEEN UNITS
- — — — — UNITED COMMON ELEMENT

B U I L D I N G   # 6

S 63°32'51" E  
BUILDING BEARING

GRAPHIC SCALE

ARCHITECTURAL DRAWING	
JAN. 6, 1983	
PURPOSED	
PERIMETER PLAN	
BUILDING 6	
(UNITS 18, 19, 20 AND 21)	
OWNER: EAST & ASSOCIATES, INC.	Architect: [Signature]
Architect: [Signature]	Engineer: [Signature]
Architect: [Signature]	Surveyor: [Signature]



COORDINATE POINT:  
N 2575.1473  
E 137.001

NOTE

- ④ DENOTES UNIT NUMBER  
 P DENOTES PORCH  
 F.F.E. DENOTES FIRST FLOOR ELEVATION  
 - - - - - = CENTERLINE BETWEEN UNITS  
 - - - - - = CENTERLINE OF COLUMN ELEMENT

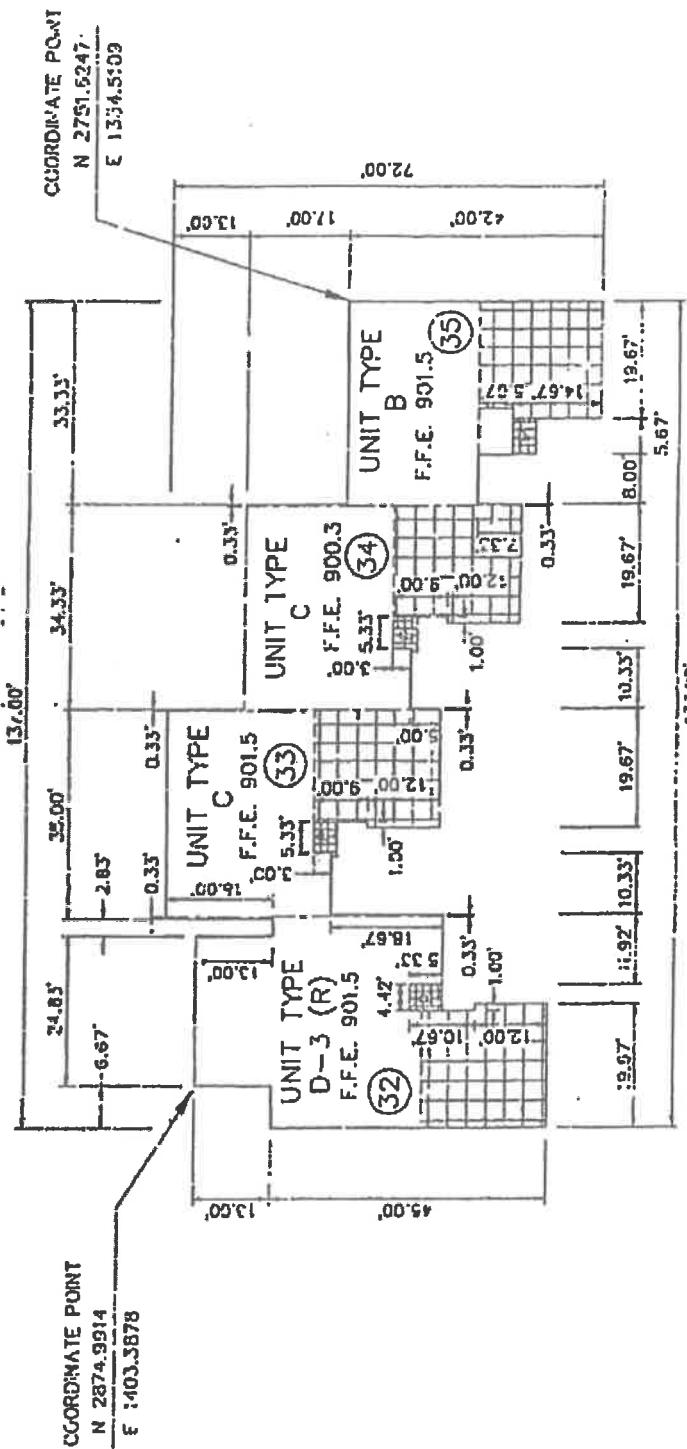


BUILDING #3  
N 02°57'09" E  
BUILDING BEARING



BUILDING BEARING  
N 02°57'09" E



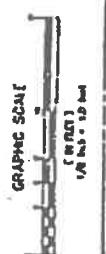
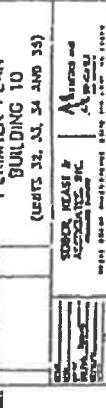


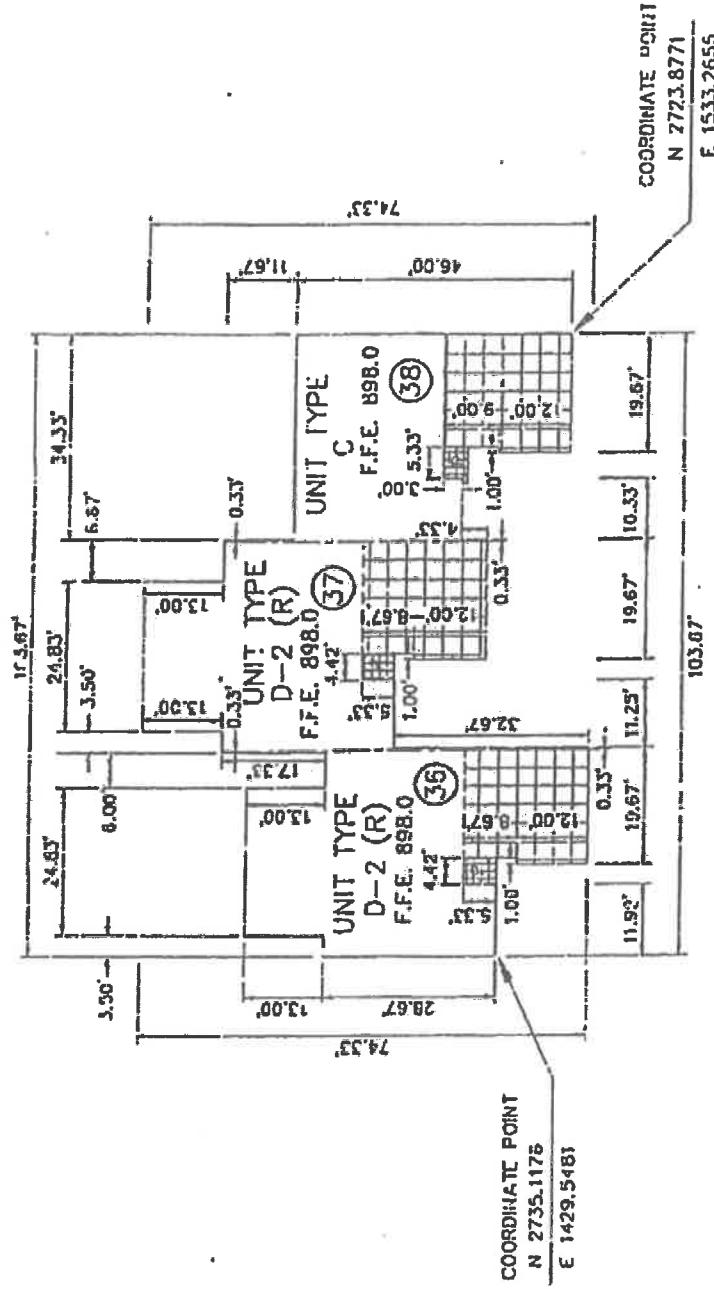
NOTE

④ (R) DENOTES UNIT NUMBER  
DENOTES UNIT TYPE  
CONSTRUCTED IN REVERSE

P DENOTES PORCH  
F.E. DENOTES FIRST FLOOR ELEVATION  
— — — = CENTERLINE BETWEEN UNITS  
| LIMITED COMMON ELEMENT

B U I L D I N G # 1 0  
N 10°45'13" E  
B U I L D I N G B E A R I N G





14

- |        |   |
|--------|---|
| (4)    | DENOTES UNIT NUMBER                         |
| (R)    | DENOTES UNIT TYPE<br>CONSTRUCTED IN REVERSE |
| P      | DENOTES PORCH                               |
| F.F.E. | DENOTES FIRST FLOOR ELEVATION               |
| — — —  | CENTERLINE BETWEEN UNITS                    |
| — — —  | LIMITED COMMON ELEMENT                      |

R U I L D I N G # 1 1  
N 89°45'46" E  
BUILDING BEARING



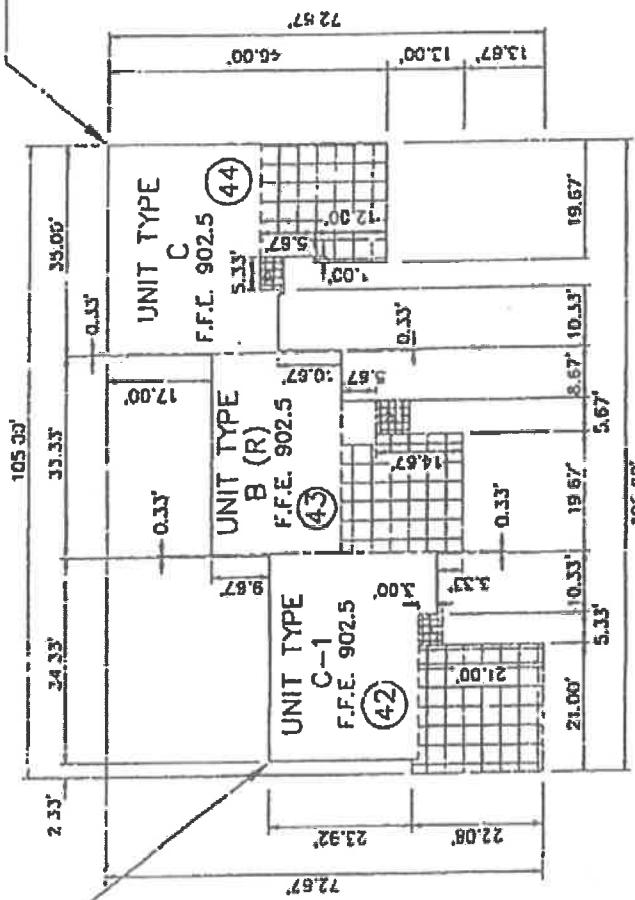
GRAPHIC SCALE  
1/16 in. = 10 feet



COORDINATE POINT  
N 2761.1122  
E 17827288

M 2/351.648/ E 1888.4/63

1888.4763



NOTE

- |        |   |
|--------|---|
| (A)    | DENOTES UNIT NUMBER                         |
| (R)    | DENOTES UNIT TYPE<br>CONSTRUCTED IN REVERSE |
| P      | DENOTES PORCH                               |
| F.F.E. | DENOTES FIRST FLOOR ELEVATION               |
|        | — — — » CENTER LINE BETWEEN UNITS           |
|        | = UNITED COMMAND ELEMENT                    |

BUILDING #13

BUILDING BEARINGS

<b>PERIMETER PLAN BUILDING 13 (Units 42, 43 AND 44)</b>	
<b>SECTION PLAN A</b> <b>SECTION PLAN B</b>	<b>SECTION PLAN C</b> <b>SECTION PLAN D</b>
	

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13260 .. 135



**ARTICLES OF INCORPORATION**  
**ARROWON PINES CONDOMINIUM ASSOCIATION**



*SOR***MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU****(FOR BUREAU USE ONLY)**

Date Received

JUL 09 1992

**FILED**

JUL 14 1992

**CORPORATION IDENTIFICATION NUMBER**

Administrator

**MICHIGAN DEPARTMENT OF COMMERCE**  
Corporation & Securities Bureau*770-826***ARTICLES OF INCORPORATION**  
For use by Domestic Nonprofit Corporations

Pursuant to the provisions of Act 162, Public Acts of 1982, as amended, the undersigned Corporation executes the following Articles:

**ARTICLE I**

The name of the Corporation is: Arrowon Pines Condominium Association

**ARTICLE II**

The purpose or purposes for which the Corporation is organized are:

(a) To manage and administer the affairs of and to maintain Arrowon Pines Condominium, a condominium (hereinafter called the "Condominium");

(b) To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;

(c) To carry insurance and to collect and allocate the proceeds thereof;

(d) To rebuild improvements after casualty;

(e) To contract for and employ persons, firms or corporations to assist in management, operation, maintenance, and administration of said Condominium;

(f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) any real and personal property, including, but not limited to, any Unit in the Condominium or any other real

*JK*

property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the Corporation; and in furtherance of any of the purposes of the Corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

(i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this Corporation as may hereafter be adopted;

(j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended;

(k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

### **ARTICLE III**

The Corporation is organized upon a non-stock basis.

The description and value of its real property assets are:

None

and the description and value of its personal property assets are:

None

The Corporation is to be financed under the following general plan:

Member Assessment

The Corporation is organized on a membership basis.

### **ARTICLE IV**

1. The address of the registered office is:

31555 West Fourteen Mile Road, Suite 101,  
Farmington Hills, Michigan 48334

2. The mailing address of the registered office if different than above.

(P.O. Box) \_\_\_\_\_ (City) \_\_\_\_\_ Michigan \_\_\_\_\_ (ZIP Code) .

3. The name of the resident agent at the registered office is:

Roger M. Sherr

#### ARTICLE V

The name(s) and address(s) of all the incorporator(s) is (are) as follows:

Name Residence or Business Address

Roger M. Sherr 31555 West Fourteen Mile Road, Suite  
101, Farmington Hills, Michigan 48334

#### ARTICLE VI

The qualifications of members, the manner of their admission to the Corporation, the termination of members, and voting by such members shall be as follows:

(a) Each Co-owner (including the Developer) of a Unit in the Condominium shall be a member of the Corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the Corporation until such time as their membership shall terminate, as hereinafter provided.

(b) Membership in the Corporation (except with respect to any non-Co-owner incorporators, who shall cease to be members upon the qualification for membership of any Co-owner) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in the county where the Condominium is located, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated.

(c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

## ARTICLE VII

A volunteer director shall not be personally liable to the Corporation or its shareholders or members for monetary damages for a breach of fiduciary duty of a director, except for liability for:

- (i) Any breach of the director's duty of loyalty to the Corporation or its shareholders or members;
- (ii) Any acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) Any violation of Section 551(1) of the Michigan Non-Profit Corporation Act;
- (iv) Any transaction from which the director derived an improper personal benefit;
- (v) Any act or omission occurring before the date this document is filed;
- (vi) Any act or omission that is grossly negligent.

If, after the adoption of this Article by the shareholders of the Corporation, the Michigan Non-Profit Corporation Act is hereafter amended to further eliminate or limit the liability of a director, then a director of the Corporation (in addition to the circumstances in which a director is not personally liable as set forth in the preceding paragraph) shall not be liable to the Corporation or its shareholders to the fullest extent permitted by the Michigan Non-Profit Corporation Act, as so amended.

Any repeal or modification of this Article of the shareholder of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

For purposes of this Article, "volunteer director" shall mean any director who does not receive anything of value from the Corporation for serving as a director other than reasonable per diem compensation and reimbursement for actual, reasonable, and necessary expenses incurred by a director in his or her capacity as a director.

I, the incorporator, sign my name this 2nd day of July, 1992.



Roger M. Sherr

DOCUMENT WILL BE RETURNED TO  
NAME AND MAILING ADDRESS  
INDICATED IN THE BOX BELOW.  
Include name, street and  
number, (or P.O. Box)  
city, state and ZIP code.

Jeffrey A. Supowitz, Esq.  
WEISMAN, TROGAN, YOUNG & SCHLOSS  
30100 Telegraph Road, Ste. 428  
Birmingham, MI 48025

Name of person or organization  
remitting fees:

WEISMAN, TROGAN, YOUNG & SCHLOSS

Preparer's name and business  
telephone number:  
Jeffrey A. Supowitz  
(313) 258-2700

s:arrowon.004/pmc



**CERTIFICATE OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION  
ARROWON PINES CONDOMINIUM ASSOCIATION**



**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

*This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION*

*for*

**ARROWON PINES CONDOMINIUM ASSOCIATION**

**ID NUMBER: 770826**

*received by facsimile transmission on February 26, 2016 is hereby endorsed.*

*Filed on March 1, 2016 by the Administrator.*

*This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.*



*In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
In the City of Lansing, this 1st day  
of March, 2016.*

*Julia Dale, Acting Director  
Corporations, Securities & Commercial Licensing Bureau*

*Sent by Facsimile Transmission*



BCS/CD-51S (Rev. 1/15)

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received	(FOR BUREAU USE ONLY)
---------------	-----------------------

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
--	--

Name
------

Stephen M. Guerra
-------------------

Address
---------

30140 Orchard Lake Road
-------------------------

City	State	Zip Code
------	-------	----------

Farmington Hills	MI	48334
------------------	----	-------

EFFECTIVE DATE:
-----------------

Document will be returned to the name and address you enter above.  
If left blank document will be mailed to the registered office.

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION**

**For use by Domestic Profit and Nonprofit Corporations**  
(Please read information and instructions on the last page)

*Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:*

1. The present name of the corporation is: Arrowon Pines Condominium Association

2. The identification number assigned by the Bureau is: 770826

3. Articles II, VII and VIII are deleted in their entirety and New Articles II, VII, VIII and IX:

**SEE ATTACHED ADDENDUM.**

**6. Nonprofit corporation only: Member, shareholder, or board approval**

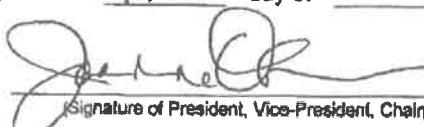
The foregoing amendment to the Articles of Incorporation was duly adopted on 7<sup>th</sup> day of November 2015 by the (check one of the following)

**Member or shareholder approval for nonprofit corporations organized on a membership or share basis**

- members or shareholders at a meeting in accordance with Section 611(2) of the Act.
- written consent of the members or shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the members or shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the members or shareholders entitled to vote in accordance with section 407(3) of the Act.

**Directors (Only if the Articles state that the corporation is organized on a directorship basis)**

- directors at a meeting in accordance with Section 611(2) of the Act.
- written consent of all directors pursuant to Section 525 of the Act.

<b>Nonprofit Corporations</b>		
Signed this	<u>17</u>	day of <u>February</u> , <u>2016</u>
By	 (Signature of President, Vice-President, Chairperson or Vice-Chairperson)	
<u>Joanne Okada</u> (Type or Print Name)		<u>President</u> (Type or Print Title)

## ARTICLE II

### Purpose

The purposes for which the Corporation is organized are:

1. Management and Administration. To manage and administer the affairs of and maintenance of Arrowon Pines Condominium (the "Condominium") and the Common Elements thereof, all to the extent set forth in the Condominium Documents for the Condominium.
2. Collecting Assessments. To collect assessments from the members of the corporation and to use the proceeds thereof for the purposes of the corporation.
3. Insurance. To carry insurance and collect and allocate the proceeds thereof.
4. Rebuild Improvements. To rebuild improvements after casualty, subject to the terms of the Condominium Documents.
5. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
6. Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and any easements, rights-of-way and licenses) on behalf of the corporation in furtherance of any of the purposes of the corporation.
7. Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Corporation, and to secure the same by mortgage, pledge, or other lien on property owned by the Corporation; provided, however, that any such action shall also be approved by affirmative vote of more than 60% of all members entitled to vote, except in the case of financing or refinancing of a Unit acquired through foreclosure of the statutory lien for unpaid assessments, which shall require no such approval.
8. Assign Right to Future Income. To assign its right to future income, including the right to receive member assessment payments.
9. Rules and Regulations. To make rules and regulations in accordance with Article VI, Section 11 of the Condominium Bylaws.
10. Committees. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees, or any specific Officers or Directors of the Corporation any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
11. Enforce Documents. To enforce the provisions of the Condominium Documents.

12. Administrator. To do anything required of or permitted to the Corporation as administrator of the Condominium under the Condominium Documents.

13. General. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of the Condominium and the Corporation.

## ARTICLE VII

### Claims against Volunteers: Assumption of Volunteer Liability by the Corporation

1. Claims against Volunteers. Under all circumstances except those listed immediately below, no person or entity shall bring or maintain a claim for monetary damages against a volunteer director, volunteer officer, or other volunteer of the Corporation for a volunteer director, volunteer officer, or other volunteer's acts or omissions. Any such claim shall be brought and maintained against the Corporation. This provision cannot eliminate liability for:

- (a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;
- (b) Intentional infliction of harm on the corporation, its shareholders, or members;
- (c) A violation of section 551;
- (d) An intentional criminal act;
- (e) A liability imposed under section 497(a).

2. Assumption of Volunteer Liability. The Corporation shall assume, pay for, and undertake all obligations and liability for any and all acts or omissions of its volunteer directors, volunteer officers, or other volunteers, if all of the following are met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (b) The volunteer was acting in good faith.
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (d) The volunteer's conduct was not an intentional tort.
- (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

## ARTICLE VIII Indemnification

In addition to the provisions of Article VII, the Corporation may indemnify its volunteer directors, volunteer officers, volunteers, individuals, or persons in the following manner:

1. Individuals. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal including all appeals (including an action, suit, or proceeding by or in the right of the Corporation), by reason of the fact that he is or was a Director, officer, or volunteer of the Corporation, against expenses (including attorneys' fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful, except that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

2. Expenses. To the extent that a Director, officer, or volunteer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue, or matter therein, and indemnification is granted, they shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith and in any action, suit or proceeding brought to enforce the indemnification provided for herein.

3. Determination of Right to Indemnification. Except in a situation governed by Section 2, any indemnification under Section 1 (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case upon determination that indemnification of the Director, officer, or volunteer is proper in the circumstances because they have met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by a majority vote of Directors acting at a meeting at which a quorum consisting of Directors who were not parties to such action, suit, or proceeding is present, or (b) if such a quorum is not obtainable (or even if obtainable), and a majority of disinterested Directors so directs, by independent legal counsel (compensated by the Corporation), in a written opinion, or (c) if such a quorum is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action (such committee shall consist of not less than two (2) disinterested Directors), or (d) by the shareholders or members.

4. Advance Payment of Expenses. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the director, officer, or volunteer to repay such amount unless it shall ultimately be determined that he is entitled to

be indemnified by the Corporation. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

5. Rights Not Exclusive. The indemnification or advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled as a matter of law or under the Articles of Incorporation, these Bylaws, or any contractual agreement. However, the total amount of expenses for indemnification from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in this Article shall continue as to a person who has ceased to be a Director, officer, or volunteer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

6. Directors and Officers Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, or volunteer of the Corporation, or is or was serving at the request of the Corporation as a unpaid, volunteer Director, officer, or volunteer of another corporation (whether non-profit or for profit), partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or of the Michigan Nonprofit Corporation Act.

To the extent that any provision of this Article VIII conflicts with the provisions of Article VII, the provisions of Article VII shall be controlling.

## ARTICLE IX

### Action without Meeting

Any action that may be taken at an Association meeting (except for voting on questions or proposals where the full question, proposal or choice is not yet known) may be taken without a meeting by written vote or ballot of the Co-owners or Directors, as the case may be. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of Association meetings. Such solicitations shall specify: (a) the proposed action; (b) that the Co-owner has the opportunity to vote for or against any such proposed action; (c) the number of responses needed to meet the quorum requirements; (d) the percentage of approvals necessary to approve the action; and (e) the time by which written votes must be received in order to be counted. The form of written vote or ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Co-owner specifies a choice, the vote shall be cast in accordance with the Co-owner's specification. Approval by written vote or ballot shall be constituted by receipt, within the time period specified in the solicitation, of: (i) a number of written votes or ballots which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.



