



PURCHASER'S INFORMATION BOOKLET FOR
HIGHLAND LAKES CONDOMINIUM

UPDATED: March 2013

A Residential Condominium
Located In The Northville Township Wayne County, Michigan

Association By-Laws and Master Deed

PURCHASER'S INFORMATION BOOKLET

FOR

HIGHLAND LAKES CONDOMINIUM

**A RESIDENTIAL CONDOMINIUM
LOCATED IN THE NORTHLVILLE TOWNSHIP
WAYNE COUNTY, MICHIGAN**

UPDATED: March 2013

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2-25-13 JAF

EXAMINED AND APPROVED
DATE FEB 13
BY MPM N/C
AMY L. MILLER-VANCAIKER
PLAT ENGINEER

Bernard J. Youngblood
Wayne County Register of Deeds
February 25, 2013 10:20 AM
Inst: 2013068132 MDA Pages: 63
Liber 50518 Page: 800



2013 FEB 25 AM 10:20

**AMENDED AND RESTATED SUPERSEDING CONSOLIDATED MASTER DEED OF
HIGHLAND LAKES CONDOMINIUM
(Act 59, Public Acts of 1978 as amended)
WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 187**

This Amended and Restated Superseding Consolidated Master Deed is made and executed on this 6th day of February, 2013, by Highland Lakes Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose registered office is located at 20301 Silver Springs Dr., Northville, MI 48167, represented herein by Katherine E. Baldwin, the President of Highland Lakes Condominium 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), hereinafter referred to as the "Act."

WHEREAS, the Association desires by recording this Amended and Restated Superseding Consolidated Master Deed, together with the Restated Condominium Bylaws attached hereto as Exhibit "A", and the Condominium Subdivision Plan attached to the Superseding Consolidated Master Deed as Exhibit "B", (and which is hereby incorporated by reference and made a part hereof), 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 of Michigan. The Superseding Consolidated Master Deed for Highland Lakes Condominium was recorded in Liber 21890, Pages 706 et seq., Wayne County Records, which is superseded hereby (except for the Condominium Subdivision Plan attached to the Superseding Consolidated Master Deed as Exhibit B, which is incorporated herein by reference as Exhibit B applicable hereto).

NOW THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Highland Lakes Condominium as a Condominium under the Condominium Act and does declare that Highland Lakes Condominium (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), 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 Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Superseding Consolidated 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 Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium is known as Highland Lakes Condominium, Wayne Condominium Subdivision Plan No. 187, consisting of 691 Units, numbered 1-161 and 165-694. The Condominium Project was established in accordance with the Act.

Section 2. Condominium 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 therein, are set forth completely in the Condominium Subdivision Plan applicable to this Amended and Restated Superseding Consolidated 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 Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium Project as are designated by the Amended and Restated Superseding Consolidated Master Deed.

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

ARTICLE II

LEGAL DESCRIPTION

The land that comprises the Condominium Project established by the Master Deed is particularly described as follows:

A parcel of land being located in Section 2, Northville Township, T 1 S, R 8 E, Wayne County, Michigan, and described as: Commencing at the North $\frac{1}{4}$ corner of said Section 2, thence along the North line of said Section N.87°10'27"E., 794.97 feet; thence S.02°49'33"E. 60.00 feet to the South R.O.W line of Base Line Road 120 feet wide; thence along the westerly line of Highland Lakes Subdivision No. 1, as recorded in Liber 94, Pages 91 and 92, of Wayne County Records, the following 3 courses: along a curve to the right with a radius of 20.00 feet, an arc of 32.34 feet, a central angle of 92°38'08", and a chord bearing S.46°30'29"E. 28.93 feet, and along a curve to the right with a radius of 455.00 feet, an arc of 398.76 feet, a central angle of 50°12'49", and a chord bearing S.24°54'59"W., 386.12 feet, and S.39°58'36"E., 86.00 feet to a point on the easterly R.O.W line of Silver Spring Drive 86 feet wide, and the point of beginning; thence continuing along said westerly line the following 11 courses: S.26°56'35"E., 491.70 feet, and S.09°43'49"E., 139.19 feet, and S.46°11'16"E., 240.27 feet, and S.75°54'48"E., 361.00 feet, and S.47°35'56"E. 104.86 feet, and N.81°38' 01"E. 134.58 feet, and along a curve to the right having a radius of 240 feet, an arc of 21.48 feet, a central angle of 05°07'37", and a chord bearing S.05°48'11"E., 21.47 feet, and S.03°14'22"E., 55.58 feet, and S.86°45'38"W., 135.00 feet, and S.03°14'22"E. 320.00 feet, and

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S.39°37'07"W., 214.45 feet; thence along the northerly line of Highland Lakes Subdivision No. 2 as recorded in Liber 98, Pages 63, 64, and 65 of Wayne County Records the following 15 courses: N.86°33'04"W., 199.85 feet, and S.66°23'47"W., 108.60 feet, and S.24°08'02"E., 125.00 feet, and along a curve to the left having a radius of 400.00 feet, an arc of 50.03 feet, a central angle of 07°10'00", and a chord bearing S.65°51'58"W. 50.00 feet, and N.24°08'02"W., 125.00 feet, and S.63°07'48"W., 172.15 feet, and S.29°28'58"E. 132.11 feet, and S.60°31'02"W., 30.00 feet, and N.29°28'58"W., 133.48 feet, and S.63°07'8"W., 70.04 feet, and S.74°31'31"W., 63.24 feet, and N.88°58'58"W., 394.62 feet, and N.65°13'38"W., 268.00 feet, and S.43°30'00"W., 760.00 feet, and N.46°30' 00"W., 355.00 feet to the easterly R.O.W. line of Silver Spring Drive, 86 feet wide; thence along said R.O.W. line S.43°30'00"W., 60.00 feet; thence along the southerly line of said Highland Lakes Subdivision No. 2 the following 21 courses: S.46°30'00"E., 537.00 feet, and N.43°30'00"E., 60.00 feet, and along a curve to the right having a radius of 460.00 feet, and arc of 147.55 feet, a central angle of 18°22'42", and a chord bearing S.37°18'39"E., 146.92 feet, and N.74°46'56"E., 210.49 feet, and N.23°46'56"E., 165.00 feet., and N.06°13'04"W., 90.00 feet, and N.68°46'56"E., 199.30 feet, and S.88°58'58"E., 344.31 feet, and S.50°13'04"E., 33.28 feet, and N.20°00'32"E. 61.31 feet, and along a curve to the left having a radius of 270.00 feet, an arc of 67.87 feet, a central angle of 14°24'11", and a chord bearing N.12°48'27"E., 67.69 feet, and along a curve to the left having a radius of 20.00 feet, an arc of 33.02 feet, a central angle of 94°35'19", and a chord bearing N.41°41'18"W., 29.39 feet, and S.88°58'58"E., 82.55, and along a curve to the left having a radius of 430.00 feet, an arc of 16.92 feet, a central angle of 02°15'17", and a chord bearing N.89°53'24"E., 16.92 feet, and along a curve to the left having a radius of 20.00 feet, an arc of 29.51 feet, a central angle of 84°31'36", and a chord bearing S.46°29'58" W., 26.90 feet, and along a curve to the right having a radius of 330.00 feet, an arc of 90.84 feet, a central angle of 15°46'22", and a chord bearing S.12°07'21"W., 90.56 feet, and S.20°00'32"W., 18.63 feet, and S.88°58'58" E., 127.04 feet, and N.68°35'08"E., 216.57 feet, and N.29°28'58"W., 130.00 feet, and N.60°31'02"E. 186.58 feet; thence in part along the said southerly line of Highland Lakes Subdivision No. 2, the southerly line of said Highland Lakes Subdivision No. 1, and the westerly line of Highland Lakes Subdivision No. 3 as recorded in Liber 98, Pages 92 and 93 of Wayne County Records, along a curve to the right having a radius of 340.00 feet, an arc of 729.00 feet, a central angle of 122°50'56", and a chord bearing S.58°03'30"E., 597.17 feet; thence continuing along the westerly line of said Highland Lakes Subdivision No. 3 the following 7 courses: S.03°21'58"W., 391.05 feet, and N.86°38'02"W., 140.00 feet, and S.7359'01"W., 281.35 feet, and S.58°36'46"W., 111.34 feet, and S.78°46'21"W., 264.13 feet to a point hereinafter called point CL in the shoreline traverse, and S.78°46'21"W., 19 feet, to the shoreline of Swan Harbor Lake, and southerly along said shoreline to a point, said point being S.02°55'17"W., 247.46 feet, and S.86°35' 21"W., 32.00 feet from said point CL; thence S.86°35'21"W., 111.99 feet; thence S.48°02'05"W., 431.93 feet; thence S.45°12'28"W., 912.56 feet to a point, said point being located N.24°11'27"W., 1107.93 feet from the south 1/4 corner of said Section 2; thence S.88°30'32"W., 763.73 feet; thence N.03° 55'06"W., 516.95 feet; thence S.86°04'54"W., 646.00 feet, to a point on the westerly

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R.O.W. line of Silver Spring Drive 86 feet wide; thence along said westerly R.O.W. line the following 2 courses: S.03°55'06"E., 125.00 feet, and along a curve to the left with a radius of 1250.28 feet, an arc of 48.01 feet, a central angle of 02°12'01", and a chord bearing S.05°01'06"E., 48.01 feet; thence S.86°04'54"W., 250.92 feet; thence N.03°55'06"W., 1094.00 feet to the southerly R.O.W. line of Wallace Street 60 feet wide; thence along said southerly line the following 4 courses: N.86°04'54"E., 71.39 feet, and along a curve to the left with a radius of 530.00 feet, an arc of 131.18 feet, a central angle of 14°10'54", and a chord bearing N.78°59'27"E., 130.85 feet, and N.71°54'00"E., 45.50 feet, and along a curve to the right with a radius of 120.00 feet, an arc of 97.74 feet, a central angle of 46°40'03", and a chord bearing S.84°46'03"E., 95.06 feet, to the westerly R.O.W. line of said Silver Spring Drive 86 feet wide; thence along said westerly line the following 3 courses: along a curve to the right with a radius of 543.00 feet, an arc of 451.98 feet, a central angle of 47°41'31", and a chord bearing N.53°14'09"E., 439.05 feet, and N.77°04'54"E., 267.54 feet, and along a curve to the left with a radius of 457.00 feet, an arc of 121.23 feet, a central angle of 15°11'58", and a chord bearing N.69°28'55"E., 120.88 feet; thence due north 594.79 feet; thence due west 19.36 feet; thence due north 54.66 feet; thence due west 162.00 feet; thence due north 146.95 feet; thence N.32°17'44"W., 35.01 feet; thence S.57°42'16"W., 50.00 feet; thence along a curve to the right with a radius of 280.00 feet, an arc of 144.00 feet, a central angle of 29°27'56", and a chord bearing S.72°26'14"W., 142.41 feet; thence S.87°10'12"W., 254.26 feet; thence N.02°49'48"W., 60.00 feet; thence N.87°10'12"E., 223.00 feet; thence N.02°49'48"W., 520.00 feet; thence N.87°10'12"E., 364.09 feet; thence S.76°27'45"E., 283.31 feet; thence N.47°12'15"E., 193.81 feet; thence S.64°48'13"E., 226.52 feet to a point on the westerly R.O.W. line of said Silver Spring Drive; thence S.40°23'36"E., 96.36 feet to a point on the easterly R.O.W. line of said Silver Spring Drive; thence along said easterly line the following 5 courses: along a curve to the right with a radius of 457.00 feet, an arc of 225.18 feet, a central angle of 28°13'54", and a chord bearing N.34°18'45"E., 222.91 feet, and N.48°25'43"E., 465.58 feet, and along a curve to the right with a radius of 457.00 feet, an arc of 209.34 feet, a central angle of 26°14'45", and a chord bearing N.61°33'05"E., 207.51 feet, and N.74°40'28"E., 175.00 feet, and along a curve to the left with a radius of 541.00 feet, an arc of 232.76 feet, a central angle of 24°39'04", and a chord bearing N.62°20'56"E., 230.97 to the point of beginning, except:

SILVER SPRING DRIVE EXCEPTION

A parcel of land being located in Section 2, Northville Township, T. 1 S., R. 8 E., Wayne County, Michigan, and described as: commencing at the north $\frac{1}{4}$ corner of said Section 2; thence along the north line of said Section N.87°10'27"E., 794.97 feet; thence S.02°49'33"E., 60.00 feet to the south R.O.W. line of Base Line Road 120 feet wide; thence along the westerly line of Highland Lakes Subdivision No. 1 as recorded in Liber 94, Pages 91 and 92, of Wayne County Records, the following 3 courses: along a curve to the right with a radius of 20.00 feet, an arc of 32.34 feet, a central angle of 92°38'08", and a chord bearing S.46°30'29"E., 28.93 feet, and along a curve to the right with a radius of

455.00 feet, an arc of 398.76 feet, a central angle of $50^{\circ}12'49''$, and a chord bearing S. $24^{\circ}54'59''$ W., 386.12 feet, and S. $39^{\circ}58'36''$ E., 86.00 feet; thence along the easterly R.O.W. line of Silver Spring Drive 86.00 feet wide the following 5 courses: along a curve to the right with a radius of 541.00 feet, an arc of 232.76 feet, a central angle of $24^{\circ}39'04''$, and a chord bearing S. $62^{\circ}20'56''$ W., 230.97 feet, and S. $74^{\circ}40'28''$ W., 175.00 feet, and along a curve to the left with a radius of 457.00 feet, an arc of 209.34 feet, a central angle of $26^{\circ}14'45''$, and a chord bearing S. $61^{\circ}33'05''$ W., 207.51 feet, and S. $48^{\circ}25'43''$ W., 465.58 feet, and along a curve to the left with a radius of 457.00 feet, an arc of 225.18 feet, a central angle of $28^{\circ}13'54''$, and a chord bearing S. $34^{\circ}18'45''$ W., 222.91 feet to the point of beginning; thence continuing along said easterly R.O.W. line the following 3 courses: along a curve to the left with a radius of 457.00 feet, an arc of 161.09 feet, a central angle of $20^{\circ}11'49''$, and a chord bearing S. $10^{\circ}05'55''$ W., 160.26 feet, and due south 418.00 feet, and along a curve to the right with a radius of 543.00 feet, an arc of 412.26 feet, a central angle of $43^{\circ}30'00''$, and a chord bearing S. $21^{\circ}45'00''$ W., 402.43 feet; thence continuing along said easterly R.O.W. line and in part along the westerly R.O.W. line of Crystal Lake Drive S. $43^{\circ}30'00''$ W., 370.47 feet; thence continuing along said easterly R.O.W. line the following 4 courses: along a curve to the right with a radius of 543.00 feet, an arc of 318.26 feet, a central angle of $33^{\circ}34'54''$, and a chord bearing S. $60^{\circ}17'27''$ W., 313.72 feet and S. $77^{\circ}04'54''$ W., 267.54 feet, and along a curve to the left with a radius of 457.00 feet, an arc of 646.07 feet, a central angle of $81^{\circ}00'00''$, and a chord bearing S. $36^{\circ}34'54''$ W., 593.60 feet, and S. $03^{\circ}55'06''$ E., 635.00 feet; thence S. $86^{\circ}04'54''$ W., 86.00 feet; thence along the westerly R.O.W. line of Silver Spring Drive 86.00 feet wide the following 8 courses: N. $03^{\circ}55'06''$ W., 635.00 feet, and along a curve to the right with a radius of 543.00 feet, an arc of 767.65 feet, a central angle of $81^{\circ}00'00''$ and a chord bearing N. $36^{\circ}34'54''$ E., 705.30 feet, and N. $77^{\circ}04'54''$ E., 267.54 feet, and along a curve to the left with a radius of 457.00 feet, an arc of 267.85 feet, a central angle of $33^{\circ}34'54''$, and a chord bearing N. $60^{\circ}17'27''$ E., 264.03 feet, and N. $43^{\circ}30'00''$ E., 370.47 feet, and along a curve to the left with a radius of 457.00 feet, an arc of 346.96 feet, a central angle of $43^{\circ}30'00''$, and a chord bearing N. $21^{\circ}45'00''$ E., 338.69 feet, and due north 418.00 feet, and along a curve to the right with a radius of 543.00 feet, and arc of 238.79 feet, a central angle of $25^{\circ}11'46''$, and a chord bearing N. $12^{\circ}35'53''$ E., 236.87 feet; thence S. $40^{\circ}23'36''$ E., 96.36 feet to the point of beginning.

Total area of Highland Lakes Condominium 167.341 acres more or less, together with and subject to certain easements more particularly described in this document.

ARTICLE III

DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Superseding Consolidated 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 Highland Lakes Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Highland Lakes Condominium, as a 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 Superseding Consolidated Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.
- 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 Superseding Consolidated Master Deed" means this document which when recorded shall reaffirm the establishment of the Condominium, and to which the Amended and Restated Condominium Bylaws and the consolidated Condominium Subdivision Plan are attached or made applicable as exhibits.
- D. "Association" or "Association of Co-owners" means Highland Lakes Condominium Association, a non-profit 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 the laws of the State of Michigan.
- E. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Amended and Restated Condominium Bylaws of Highland Lakes Condominium, pertaining to operation of the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- 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 Condominium Units.
- G. "Condominium Documents", wherever used, means and includes this Amended and Restated Superseding Consolidated Master Deed and Exhibit A hereof, the Condominium Subdivision Plan, Regulatory Agreement, the Articles of Incorporation, and Rules and Regulations of the Association.
- H. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to Condominium as described above.
- I. "Condominium Project", "Condominium" or "Project" means Highland Lakes Condominium as a Condominium Project established in conformity with the provisions of

the Act.

J. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the Superseding Consolidated Master Deed as Exhibit B (which is hereby incorporated by reference and made a part hereof as Exhibit B).

K. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term "owner", wherever used, shall be synonymous with the term "Co-owner". 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 of Highland Lakes Condominium and the Act.

L. "Developer" shall refer to LSI Residential Communities, Inc., a Delaware Corporation, which established the originally separate sections of Highland Lakes as separate Condominiums, and its predecessors, successors and assigns.

M. "FHA" shall mean the Federal Housing Administration.

N. "Percentage of value" means the percentage assigned to each Condominium 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 Act. Percentages of value for each Condominium Unit have been determined with reference to reasonably comparative characteristics.

O. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

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

Q. "Regulatory Agreement" shall mean the Regulatory Agreement required to be entered into between the Association and the FHA as a condition of insurance of any individual Unit mortgage by the FHA. Such Agreement is dated October 19, 1971 and is recorded in Liber 17869, Pages 21 et seq., Wayne County Records.

R. "Unit or "Condominium Unit" each mean a single complete Unit in Highland Lakes Condominium, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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 described below and in the Condominium Subdivision Plan and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

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

- (1) Land. The land described in Article II hereof, including driveways, sidewalks, streets, roadways and all unassigned parking spaces, not designated as Limited Common Elements;
- (2) Electric and Gas. The electrical wiring network and gas line network in the Project, throughout the General Common Elements of the Project, up to and including the pertinent utility meter for each Unit;
- (3) Cable and Telecommunications. The cable and telecommunications system(s) in the Project, up to the point of first entry into each Unit;
- (4) Water and Sanitary Sewer. The water distribution and sanitary sewer system throughout the General Common Elements of the Project, up to the point of connection with the service leads to each individual Unit;
- (5) Storm Sewer. The storm drainage system throughout the Project, including the sumps pumps within each building;
- (6) Construction. The foundations, supporting columns, roofs, ceilings, floor construction between Unit levels, chimneys, and Unit perimeter walls (not including windows and doors therein);
- (7) Irrigation. The irrigation system throughout the Project, water lines, shut-offs, valves, sprinkler heads, timers, pumps and electrical equipment;
- (8) Community Building and Recreational Facilities. The community building, swimming pool, tennis courts, fishing piers and lakes within the Project;
- (9) Easements. All beneficial utility and drainage easements serving the Project;
- (10) Other. All elements of the project designated as general common elements in Exhibit B applicable to this Master Deed, and, such other elements of the project not herein designated as general or limited common elements that are not enclosed within the boundaries of a unit and/or that are not designated as limited common elements in Exhibit B or in subsection B of this Article and which are intended for common use or necessary to the existence, upkeep and safety of the project.

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 condominium unit. Accordingly, and where necessary or applicable, there shall be an easement for that common element through each condominium unit to enable the utility system to appropriately serve each of the condominium 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) Interior Surfaces. The interior surfaces of Unit and garage perimeter walls (including the surfaces of windows, window-doors and doors therein), ceilings and floors contained within an Unit shall be subject to the exclusive use and enjoyment of the co-owner of such Unit;

(2) HVAC. Each individual air conditioner and compressor (including the air conditioner pad and grade beneath the pads), furnace and hot water heater and related ductwork and equipment shall be limited in use to the co-owner of the Unit that is served by such equipment;

(3) Garages. The interior of each garage shall be limited in use to the co-owner of the Unit to which such garage is appurtenant;

(4) Patios, Yards and Porches. Each fenced rear yard, rear patio or rear porch, and each entrance stoop shall be limited in use to the co-owner of the Unit that is served by such yard, patio, porch or stoop;

(5) Utilities. Electrical wiring, water distribution system, sanitary sewer system, telephone lines, gas lines, and heating and heating/air-conditioning ducts located within a Unit or within interior Unit walls, or in limited common elements or which pass through Units which they do not service shall be limited common elements wherever so located and shall be appurtenant and limited in use to those Units which they do service. Where any of the foregoing service more than one Unit, they shall be limited common elements appurtenant to the Units that they service;

(6) Assigned Parking. Certain parking spaces are appurtenant to certain Units as designated on Exhibit "B" applicable hereto with numbers which correspond to the Unit to which such parking spaces respectively appertain;

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

C. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Restated Condominium Bylaws (Exhibit A to this Amended and Restated Superseding Consolidated Master Deed), the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(1) Association Responsibilities:

(a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements (except those assigned to the Co-owners in Subparagraph C(2)(b) below, and those responsibilities for Limited Common Elements specified in Subparagraph C(1)(b) below, shall be borne by the Association, subject to any provisions of this Article and the Restated Condominium Bylaws expressly to the contrary.

(b) Limited Common Elements for which the Association is Responsible. The Association shall be responsible for the maintenance, repair and replacement, except in cases of Co-owner fault, of the all yard and patio divider fences and gates installed by the Developer or the Association. The Association shall also be responsible for the caulking of windows and doors. The Association shall also have the right, but not the obligation, to incur costs for maintenance, decoration, repair and replacement of any exterior item that is defined as being the responsibility of the Co-owner, and should the Association exercise such right, the Association shall in such case charge back such costs to the Unit(s) serviced by the same, which charge shall constitute an assessment subject to collection in accordance with Article II of the Amended and Restated Condominium Bylaws.

(c) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or for which a Co-owner contracts. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by its management agent.

(2) Co-owner Responsibilities:

(a) Unit, Limited Common Elements. The primary responsibility for insuring, maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including certain General Common Elements located within its boundaries as provided below, fixtures, improvements and personal property located within the Unit or elsewhere throughout the Project, and the Limited Common Elements assigned or appurtenant thereto (except as reserved to the Association immediately below) shall be borne by the Co-owner of the Unit, except as hereinafter described.

(b) Additional Responsibilities of Co-owners. In clarification of the Co-owner's responsibility under Section 1C(2)(a) above, each Co-owner shall be responsible for the cost of decorating, maintaining, repairing and replacing the following items:

- (i) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, the furnace and air conditioner and related ductwork, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, range, oven, microwave, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters, and individual water heaters;
- (ii) The water lines, pipes, valves and fixtures from the point the lateral for each Unit connects to a main and the and sanitary sewer lines protruding from unit walls and all sanitary traps and drains;
- (iii) Electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures and gas lines, pipes, valves and fixtures from the applicable meter servicing the Unit;
- (iv) All cabinets; counters; interior doors; closet doors; sinks; tile, either floor or wall; and related hardware;
- (v) All improvements or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim, regardless if the same is damaged or removed 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 as to a General Common Element;
- (vi) Interior drywall of unit and garage walls and ceilings, interior wall construction and flooring, (even though some of these elements may be designated as a General Common Element);
- (vii) All Unit entry doors and locks, windows, screens and doorwalls, including frames, storms, screens, seals, sweeps and hardware, and the garage door, including tracks, springs remotes and all related hardware, however, the Association will still caulk and paint (as appropriate) those elements located within exterior unit perimeter walls as part of the periodic maintenance of such building exterior surfaces by the Association;
- (viii) The front porches;
- (ix) Fireplaces, flues, dampers and related equipment and chimneys (except exterior surfaces);

- (x) Co-owner installed landscaping and plantings, and all decks, slabs, pavers, and other improvements or installations appurtenant to the Unit;
 - (xi) The cost of maintenance, repair and replacement of all items referred to in Article V, Section 3 of the Amended and Restated Condominium Bylaws, Exhibit A hereto, shall be borne by the Co-owner, except as otherwise provided in the Condominium Documents.
 - (xii) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.
- (b) Utility Charges. All individually metered utility services shall be borne by the Co-owner of the Unit to which such services are furnished.
- (c) 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 Project that require 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.
- (d) Irrigation Equipment and Sump Pumps. A Co-owner whose Unit contains a sump pump or irrigation equipment shall not restrict the Association, contractors, the utility company or respective governmental agency from entering into the Unit to maintain, repair or replace such equipment (should the same be deemed necessary by the Association). Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association to avoid preventing reasonable accessibility to such equipment. 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 which may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment.
- (e) 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 (such as, but not limited to, penetrations of the building exterior for any reason and damage to driveway paving from heavy trucks allowed thereon), 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.

(f) Repair to Association Specifications. All maintenance, replacement and repair obligations of the Co-owners as described above and as provided in the Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, material and appearance.

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

ARTICLE V

USE OF PREMISES

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Condominium Unit Description. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Highland Lakes Condominium as prepared by Clarence W. Hubbell, Registered Engineer (attached as Exhibit B to the Superseding Consolidated Master Deed), and made applicable hereto as Exhibit B. 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 the Unit, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B and delineated with heavy outlines. In the event that the dimensions of any Unit differ from the dimensions on the typical foundation and upper floor plans for such Unit as contained in the Condominium Subdivision Plan, then the typical foundation and upper floor plans for such Unit as contained in the Condominium Subdivision Plan shall be deemed to be automatically changed to the extent of the measured dimensions.

B. Percentages of Value. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration. The value of each Co-owner's vote at meetings of the Association shall be equal. The total value of the Project is one hundred percent (100%). The percentages of value are based on the relative size of each unit by floor space. The total percentage value of the Project is 100. The Units and their associated percentages of value are set forth on the attached **Appendix 1**.

ARTICLE VII

EASEMENTS

Section 1. Easements For Encroachment, Utilities, and Support. In the event any Condominium 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 Act.

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 and cable television lines.

There shall exist easements of support 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 Element of the Condominium for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all utilities and utility easements located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion.

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 Premises, 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 his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Amended and Restated Superseding Consolidated Master Deed, the Amended and Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Superseding Consolidated Master Deed, the Amended and Restated Condominium Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto for which the Co-owner is assigned responsibility, the Association shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements that are the assigned responsibility of the Co-owner, 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 responsibilities that are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due, in accordance with Article II of the Restated Condominium Bylaws; further, the lien for non-payment 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. Emergency and Public Service Vehicle Access Easement. There shall exist for the benefit of Northville Township, Wayne County or any other emergency or public service agency, an easement over all Common Element roads in the Project for use by the County, Township and other such agencies for emergency and public service vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, garbage collection, ambulance and rescue services, school bus and postal service and other lawful governmental or private emergency services or public services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public until formal dedication occurs.

Section 7. Telecommunication 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, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project 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 same or sharing periodic subscriber service fees, shall be receipts of administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 8. Other Easements Pertaining to Highland Lakes Condominium. The easements listed below affect Highland Lakes Condominium. The descriptions of such easements is intended only as a guide and convenience and is not intended to be exhaustive. Accordingly, it will be necessary to refer to the easement document as recorded to determine all of the terms and conditions thereof.

A. Crystal Lake. Crystal Lake is limited in use to the members of the Association. Use restrictions and certain other easements affecting the Lake are set forth in the Warranty Deed recorded in Liber 18965, Page 364, Wayne County Records.

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B. Swan Harbor Lake, Silver Spring Lake and Certain Contiguous Open Space. Swan Harbor Lake, Silver Spring Lake and certain contiguous open space are subject to the joint use of the members of the Association and the owners of the single-family lots in Highland Lakes Subdivision Number 1. The owners of the lots in the Subdivision are each obligated to pay the Association an annual fee of \$50.00. Such use is subject to restrictions and other easements affecting the Lake and the open space as set forth in the Warranty Deed recorded in Liber 18965, Page 369, Wayne County Records, as amended by the Amendment to Warranty Deed, recorded in Liber 18992, Page 822, Wayne County Records.

C. Highland House. Highland House is subject to the exclusive use of the members of the Association, subject to certain restrictions and easements set forth in the Warranty Deed recorded in Liber 18965, Page 379, Wayne County Records.

D. Scenic Lane. Scenic Lane is a private road located in Highland Lakes Subdivision Number 1 and is subject to certain easements set forth in the Quit Claim Deed recorded in Liber 18992, Page 840, Wayne County Records.

E. Storm Drain Maintenance Agreement. The Condominium Premises and other adjoining land are subject to a certain Storm Drainage Maintenance Agreement recorded in Liber 17889, Page 811, Wayne County Records, as amended by Agreement of Amendment recorded in Liber 19269, Page 407, Wayne County Records. The Agreement essentially provides that the Township of Northville shall be responsible for maintaining all storm drains installed within the property covered by the Agreement, with the Association being responsible for reimbursing the Township for all costs incurred by it in maintaining the storm drains located within the Condominium Premises and the Developer and its successors as owners of the remaining land subject to the Agreement having a similar responsibility with respect to the remaining land. The Township has a lien against all of the land covered by the Agreement to enforce the respective payment obligations.

F. Street Lighting Agreement. The Condominium Premises and other adjoining land are subject to a certain Street Lighting Agreement recorded in Liber 17889, Page 822, Wayne County Records, as amended by Agreement of Amendment on file in the Association Records. The Agreement essentially provides that the Township of Northville shall pay all expenses charged by DTE for street lighting purposes, and that the Association shall reimburse the Township for all such expenditures. The Township has a lien against all of the land covered by the Agreement to enforce the payment obligations.

G. Charges for Certain Utilities. The Association exclusively shall be billed for all water and sewer charges and electricity charges for street lighting and the common areas against the Condominium. Such charges for these services by the Township of Northville, the State of Michigan and by the DTE or its successors or assigns shall constitute a lien against the project until paid. All charges to the Association for these services shall be expenses of administration. The Association shall also be exclusively billed for gas for the entire project and the cost of this service shall be expenses of administration.

H. Utility Easements. The Condominium Premises are subject to various easements granted to Northville Township and to certain public utilities for a variety of purposes.

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ARTICLE VIII

AMENDMENTS

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

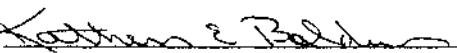
Section 1. Co-owner Approval. Amendments may be made and recorded by the Association upon being approved by the Co-owners of a simple two-thirds (2/3) of the Units in the Condominium entitled to vote as of the record date for such vote, except as hereinafter provided.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgages (as defined in Section 90A(9) of the Act), such amendment shall require the consent of not less than two-thirds (2/3) of all 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 Act.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, 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 Michigan Condominium Act, as amended. A Co-owner's Condominium 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 50 of the Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Act.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Superseding Consolidated Master Deed to be executed the day and year first above written.

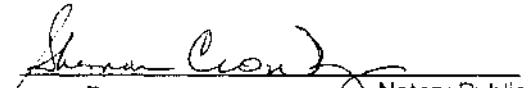
HIGHLAND LAKES CONDOMINIUM
ASSOCIATION, a Michigan Nonprofit Corp.

BY: 
Katherine E. Baldwin, President

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this 16 day of February, 2013, the foregoing Amended and Restated Superseding Consolidated Master Deed was acknowledged before me by Katherine E. Baldwin, President of Highland Lakes Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

Drafted by and when
recorded return to:
Mark F. Makower, Esq.
30140 Orchard Lake Road
Farmington Hills, MI 48334


Notary Public
Macomb County, Michigan
Acting in Wayne County, MI
My commission expires: 1/20/2017

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CERTIFICATION

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

I, Joe Poma, being first duly sworn, depose and state as follows:

That I am the Manager of Highland Lakes Condominium Association, the corporation named in and which executed the Amended and Restated Superseding Consolidated Master Deed and Amended and Restated Condominium Bylaws of Highland Lakes.

That the Amended and Restated Superseding Consolidated Master Deed and Amended and Restated Condominium Bylaws of Highland Lakes were submitted to all Co-owners of Units in Highland Lakes 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.

That the records of said consents are maintained at the registered office of Highland Lakes Condominium Association at 20301 Silver Springs Dr., Northville, MI 48167.

FURTHER, AFFIANT SAYETH NOT.

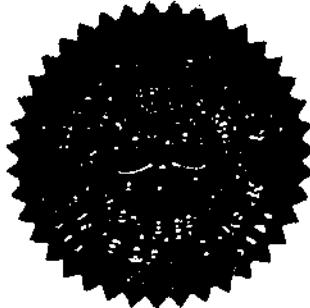


Joe Poma

Acknowledged, subscribed and sworn to before
me this 4th day of February, 2013.

Thomas Cronin
Notary Public
County, Michigan
Acting in Wayne County
My Commission Expires: 1/20/2017

Shannon Crowley
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Macomb
My Commission Expires, Jan 20, 2017
Acting in the Cou Wayne



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CERTIFICATION

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

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

1. That I am the attorney for Highland Lakes Condominium Association, the Corporation named in and which executed the attached Amended and Restated Superseding and Consolidated Master Deed and Condominium Bylaws of Highland Lakes Condominium.
 2. That I personally sent a copy of the attached Amended and Restated Superseding and Consolidated Master Deed and Condominium Bylaws of Highland Lakes 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 Wayne County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Superseding and Consolidated Master Deed and Condominium Bylaws of Highland Lakes Condominium.
 3. That (2/3) of said mortgages have consented to the attached Amended and Restated Superseding and Consolidated Master Deed and Condominium Bylaws of Highland LakesCondominium 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 Highland Lakesfile located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.

S. Guerra
Stephen M. Guerra

Subscribed and sworn to before me this
19th day of February, 2013.

Crystal M. Wetherington
CRYSTAL M. WETHERINGTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jan 18, 2019
ACTING IN COUNTY OF *Oakland*

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APPENDIX 1

HIGHLAND LAKES CONDOMINIUM
PERCENTAGE OF VALUE

<u>Apartment Number</u>	<u>Percentage Of Value</u>	<u>Apartment Number</u>	<u>Percentage Of Value</u>
1	.1555	60	.1403
2	.1454	61	.1505
3	.1403	62	.1454
4	.1326	63	.1454
5	.1505	64	.1555
6	.1454	65	.1555
7	.1454	66	.1454
8	.1250	67	.1454
9	.1309	68	.1505
10	.1505	69	.1403
11	.1326	70	.1505
12	.1454	71	.1454
13	.1454	72	.1250
14	.1505	73	.1555
15	.1403	74	.1403
16	.1250	75	.1505
17	.1250	76	.1454
18	.1454	77	.1505
19	.1454	78	.1403
20	.1505	79	.1454
21	.1326	80	.1250
22	.1403	81	.1555
23	.1454	82	.1505
24	.1555	83	.1454
25	.1250	84	.1454
26	.1403	85	.1505
27	.1326	86	.1403
28	.1454	87	.1250
29	.1505	88	.1250
30	.1326	89	.1454
31	.1454	90	.1505
32	.1250	91	.1403
33	.1555	92	.1505
34	.1403	93	.1505
35	.1505	94	.1454
36	.1454	95	.1555
37	.1403	96	.1555
38	.1326	97	.1454
39	.1454	98	.1454
40	.1250	99	.1505
41	.1250	100	.1403
42	.1454	101	.1505
43	.1454	102	.1454
44	.1505	103	.1250
45	.1326	104	.1555
46	.1403	105	.1505
47	.1454	106	.1505
48	.1555	107	.1403
49	.1250	108	.1555
50	.1403	109	.1250
51	.1454	110	.1505
52	.1505	111	.1454
53	.1454	112	.1403
54	.1454	113	.1505
55	.1326	114	.1505
56	.1555	115	.1454
57	.1555	116	.1555
58	.1505	117	.1250
59	.1454	118	.1454

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<u>Apartment Number</u>	<u>Percentage Of Value</u>	<u>Apartment Number</u>	<u>Percentage Of Value</u>
119	.1505	181	.1454
120	.1403	182	.1505
121	.1505	183	.1326
122	.1505	184	.1403
123	.1454	185	.1454
124	.1555	186	.1454
125	.1250	187	.1250
126	.1454	188	.1250
127	.1505	189	.1454
128	.1403	190	.1505
129	.1505	191	.1403
130	.1454	192	.1505
131	.1505	193	.1454
132	.1555	194	.1454
133	.1250	195	.1555
134	.1403	196	.1250
135	.1326	197	.1505
136	.1454	198	.1505
137	.1505	199	.1505
138	.1326	200	.1454
139	.1454	201	.1454
140	.1250	202	.1555
141	.1250	203	.1555
142	.1403	204	.1505
143	.1454	205	.1454
144	.1326	206	.1454
145	.1454	207	.1403
146	.1454	208	.1505
147	.1403	209	.1454
148	.1555	210	.1555
149	.1287	211	.1555
150	.1505	212	.1403
151	.1644	213	.1505
152	.1454	214	.1505
153	.1326	215	.1454
154	.1287	216	.1403
155	.1287	217	.1505
156	.1505	218	.1250
157	.1644	219	.1250
158	.1644	220	.1505
159	.1326	221	.1403
160	.1505	222	.1505
161	.1287	223	.1454
162	Intentionally Omitted	224	.1505
163	Intentionally Omitted	225	.1403
164	Intentionally Omitted	226	.1555
165	.1555	227	.1555
166	.1454	228	.1403
167	.1454	229	.1454
168	.1326	230	.1505
169	.1505	231	.1454
170	.1403	232	.1505
171	.1555	233	.1454
172	.1250	234	.1555
173	.1454	235	.1555
174	.1454	236	.1403
175	.1326	237	.1505
176	.1403	238	.1454
177	.1505	239	.1505
178	.1403	240	.1454
179	.1555	241	.1505
180	.1555	242	.1555

<u>Apartment Number</u>	<u>Percentage Of Value</u>	<u>Apartment Number</u>	<u>Percentage Of Value</u>
243	.1555	306	.1454
244	.1505	307	.1505
245	.1454	308	.1403
246	.1505	309	.1505
247	.1403	310	.1454
248	.1505	311	.1454
249	.1454	312	.1555
250	.1250	313	.1250
251	.1250	314	.1454
252	.1505	315	.1454
253	.1403	316	.1505
254	.1505	317	.1250
255	.1454	318	.1250
256	.1505	319	.1454
257	.1403	320	.1505
258	.1555	321	.1403
259	.1555	322	.1505
260	.1403	323	.1454
261	.1454	324	.1454
262	.1454	325	.1555
263	.1505	326	.1555
264	.1454	327	.1454
265	.1403	328	.1505
266	.1250	329	.1505
267	.1555	330	.1403
268	.1403	331	.1505
269	.1505	332	.1555
270	.1403	333	.1555
271	.1505	334	.1505
272	.1454	335	.1454
273	.1505	336	.1505
274	.1555	337	.1454
275	.1555	338	.1505
276	.1403	339	.1403
277	.1505	340	.1555
278	.1454	341	.1555
279	.1505	342	.1505
280	.1403	343	.1454
281	.1454	344	.1505
282	.1250	345	.1403
283	.1250	346	.1505
284	.1454	347	.1403
285	.1403	348	.1555
286	.1505	349	.1555
287	.1454	350	.1454
288	.1505	351	.1505
289	.1403	352	.1403
290	.1555	353	.1505
291	.1555	354	.1454
292	.1454	355	.1454
293	.1505	356	.1555
294	.1454	357	.1555
295	.1505	358	.1403
296	.1454	359	.1505
297	.1403	360	.1505
298	.1555	361	.1454
299	.1555	362	.1403
300	.1403	363	.1505
301	.1505	364	.1250
302	.1505	365	.1555
303	.1454	366	.1505
304	.1555	367	.1454
305	.1250	368	.1454

<u>Apartment Number</u>	<u>Percentage Of Value</u>	<u>Apartment Number</u>	<u>Percentage Of Value</u>
369	.1403	431	.1505
370	.1505	432	.1454
371	.1454	433	.1403
372	.1555	434	.1555
373	.1555	435	.1555
374	.1505	436	.1454
375	.1454	437	.1505
376	.1505	438	.1454
377	.1454	439	.1505
378	.1505	440	.1403
379	.1403	441	.1505
380	.1555	442	.1555
381	.1250	443	.1555
382	.1454	444	.1403
383	.1403	445	.1505
384	.1505	446	.1454
385	.1454	447	.1555
386	.1454	448	.1454
387	.1403	449	.1454
388	.1555	450	.1250
389	.1555	451	.1250
390	.1505	452	.1403
391	.1403	453	.1250
392	.1505	454	.1454
393	.1454	455	.1505
394	.1505	456	.1403
395	.1454	457	.1454
396	.1555	458	.1250
397	.1555	459	.1555
398	.1454	460	.1454
399	.1505	461	.1505
400	.1454	462	.1454
401	.1505	463	.1505
402	.1403	464	.1403
403	.1505	465	.1505
404	.1555	466	.1555
405	.1250	467	.1250
406	.1454	468	.1454
407	.1403	469	.1454
408	.1505	470	.1326
409	.1454	471	.1403
410	.1505	472	.1505
411	.1403	473	.1454
412	.1555	474	.1250
413	.1250	475	.1555
414	.1454	476	.1505
415	.1505	477	.1403
416	.1454	478	.1505
417	.1403	479	.1454
418	.1555	480	.1505
419	.1555	481	.1454
420	.1454	482	.1555
421	.1403	483	.1555
422	.1505	484	.1454
423	.1403	485	.1505
424	.1454	486	.1454
425	.1454	487	.1505
426	.1250	488	.1403
427	.1250	489	.1505
428	.1454	490	.1555
429	.1454	491	.1555
430	.1403	492	.1555

<u>Apartment Number</u>	<u>Percentage Of Value</u>	<u>Apartment Number</u>	<u>Percentage Of Value</u>
493	.1403	558	.1454
494	.1505	559	.1555
495	.1454	560	.1250
496	.1505	561	.1326
497	.1454	562	.1454
498	.1555	563	.1505
499	.1555	564	.1403
500	.1454	565	.1326
501	.1505	566	.1250
502	.1454	567	.1250
503	.1505	568	.1403
504	.1403	569	.1326
505	.1505	570	.1505
506	.1555	571	.1454
507	.1250	572	.1403
508	.1454	573	.1326
509	.1454	574	.1250
510	.1505	575	.1250
511	.1403	576	.1326
512	.1454	577	.1454
513	.1555	578	.1505
514	.1250	579	.1403
515	.1403	580	.1326
516	.1505	581	.1250
517	.1454	582	.1555
518	.1454	583	.1505
519	.1403	584	.1403
520	.1250	585	.1505
521	.1250	586	.1454
522	.1454	587	.1505
523	.1326	588	.1454
524	.1505	589	.1555
525	.1454	590	.1250
526	.1326	591	.1326
527	.1403	592	.1454
528	.1250	593	.1326
529	.1250	594	.1403
530	.1326	595	.1326
531	.1403	596	.1454
532	.1326	597	.1250
533	.1454	598	.1287
534	.1505	599	.1505
535	.1403	600	.1326
536	.1250	601	.1491
537	.1555	602	.1491
538	.1403	603	.1326
539	.1454	604	.1287
540	.1454	605	.1644
541	.1326	606	.1607
542	.1454	607	.1454
543	.1403	608	.1454
544	.1250	609	.1326
545	.1555	610	.1505
546	.1454	611	.1326
547	.1454	612	.1644
548	.1326	613	.1644
549	.1403	614	.1361
550	.1505	615	.1326
551	.1454	616	.1297
552	.1250	617	.1542
553	.1250	618	.1454
554	.1454	619	.1454
555	.1326	620	.1326
556	.1505	621	.1363
557	.1326	622	.1287

<u>Apartment Number</u>	<u>Percentage Of Value</u>	<u>Apartment Number</u>	<u>Percentage Of Value</u>
623	.1326	689	.1326
624	.1595	690	.1287
625	.1326	691	.1644
626	.1454	692	.1644
627	.1454	693	.1644
628	.1644	694	.1644
629	.1644		
630	.1250		
631	.1505		
632	.1644		
633	.1607		
634	.1505		
635	.1297		
636	.1287		
637	.1505		
638	.1250		
639	.1607		
640	.1607		
641	.1505		
642	.1287		
643	.1607		
644	.1644		
645	.1644		
646	.1644		
647	.1326		
648	.1326		
649	.1505		
650	.1326		
651	.1454		
652	.1454		
653	.1644		
654	.1607		
655	.1607		
656	.1644		
657	.1326		
658	.1326		
659	.1326		
660	.1607		
661	.1607		
662	.1287		
663	.1505		
664	.1644		
665	.1644		
666	.1505		
667	.1287		
668	.1250		
669	.1363		
670	.1644		
671	.1644		
672	.1505		
673	.1287		
674	.1593		
675	.1644		
676	.1326		
677	.1326		
678	.1326		
679	.1644		
680	.1644		
681	.1326		
682	.1326		
683	.1287		
684	.1644		
685	.1644		
686	.1644		
687	.1644		
688	.1326		

**AMENDED AND RESTATED CONDOMINIUM BYLAWS
FOR HIGHLAND LAKES CONDOMINIUM**

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EXHIBIT A
AMENDED AND RESTATED CONDOMINIUM BYLAWS FOR
HIGHLAND LAKES CONDOMINIUM

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. The Association. Highland Lakes Condominium, a residential Condominium project located in the Township of Northville, Wayne 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 Project, subject to and in accordance with the Amended and Restated Superseding Consolidated Master Deed, these Bylaws, the Articles of Incorporation, Amended and Restated Association Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Purpose of the 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 Condominium Units shall be administered, as required by Act No. 59 of the Public Acts of Michigan of 1978, as amended, and the Association or Corporate Bylaws, governing the operation of the Association as a corporate entity, as required by Act No. 162 of the Public Acts of Michigan of 1982, as amended.

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 Condominium Units identified as Units on the Condominium Subdivision Plan and not on the total property of the project or any other part thereof. Governmental special assessments and property taxes in any year in which the property existed as an established condominium project on the tax day shall be assessed against the individual Condominium Unit, notwithstanding any subsequent vacation of the condominium project. The levying of all property taxes and special assessments shall comply with Section 131 of the Act.

Section 2. Assessments for Common Elements. 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, Section C of the Amended and Restated Superseding Consolidated Master Deed.

Section 3. Determination of Assessments. 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 which 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 C. 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 said 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.

B. Additional Assessments. The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or 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; 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 discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its members, and shall not be enforceable by any creditors of the Association or its members.

C. 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 (10%) percent of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a noncumulative basis. The Association may increase or decrease the reserve fund but may not reduce it below ten (10%) percent of the annual budget of the Association. The reserve must be funded at least annually from the proceeds of the regular monthly payments set forth in Subparagraph A of this Section, rather than by special assessments, but may be supplemented by additional or special 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 in accordance with the percentage of value allocated to each Unit in the Amended and Restated Superseding Consolidated Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Condominium Unit. Annual assessment shall be payable by Co-owners in twelve (12) equal monthly installments, 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. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment, which shall be the first day of each calendar month. Assessments in default shall bear interest at the highest rate allowed by law until paid in full. In addition, all assessments which remain unpaid as of the tenth (10th) of each calendar month shall incur a uniform late charge to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise said uniform late charges, 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. 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) levied against his 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 his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. Enforcement.

A. **Statutory Lien.** Sums assessed to a Co-owner which are unpaid, together with interest of 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 in the development owned by the Co-owner at the time of the assessment before other liens except tax liens on the Condominium 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 hereafter in this Section 6, have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Condominium Units. The lien may be foreclosed by judicial action or by advertisement in the name of the condominium project on behalf of the other Co-owners as hereinafter provided.

B. Remedies. The Association may enforce collection of delinquent assessments by a suit of law for money judgment or by foreclosure of the statutory lien that secures payment of assessments. A Co-owner may not withhold or escrow assessments, or assert in an answer or set-off to a complaint brought by the Association for non-payment of assessments, the fact that the Association or its agents have not provided services or management to a Co-owner. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default (meaning a Co-owner who is not current in the payment of any monetary obligation to the Association or is otherwise in violation of any other provision of the Condominium Documents) shall not be entitled to utilize any of the general Common Elements of the Project, 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 his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him, and if the Unit is not occupied by the Co-owner, to lease the Condominium Unit and collect and apply the rental therefrom. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XI 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 Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose of 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 Project, 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 assessment(s) is or 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 of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section 6 and that he 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 his or their last known address, of a written notice that one or more installments of the annual assessment 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, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of records. Such affidavit shall be recorded in the Office of the Register of Deeds for Wayne County 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 he 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 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 his Unit.

Section 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project, or its successors and assigns, which takes title to a 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, 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 Condominium Unit, any unpaid assessments, interest, late fees, fines, costs and attorney's fees against the Condominium Unit shall be paid out of the net proceeds of the sale price to the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof 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 Condominium Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorney's fees outstanding against the Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorney's 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 premises 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 Condominium Unit or upon a limited Common Element may attach only to the Condominium Unit upon which the work was performed.

B. A construction lien for work authorized by the Association may attach to each Condominium Unit only to the proportionate extent that the Co-owner of the Condominium 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 Condominium 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 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 which 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. In all other instances, mediation shall be totally voluntary and upon agreement of the disputing parties.

ARTICLE IV

INSURANCE

Section 1. Association Coverage. The Association shall carry "all risk" fire and extended coverage, vandalism and malicious mischief, liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium for which the Association is responsible, Fidelity Bond coverage for the members of the Board and any management agent who has access to and authority over any monies received by or payable to the Association, Directors and

Officers Liability coverage, and such other insurance as the Board of Directors deems advisable, and all such insurance shall be carried and administered in accordance with the following provisions:

A. Respective Responsibilities. All Association 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. Unit owners must obtain additional insurance upon their Units and appurtenant Limited 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 their personal property as well as for all improvements and betterments to the Unit and Limited Common Elements for which the Co-owner is assigned responsibility, and for personal liability and property damage for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit for which the Co-owner is responsible pursuant to Article IV of the Amended and Restated Superseding Consolidated Master Deed, and also for alternative living expense in event of fire and other casualty, and the Association shall have absolutely no responsibility for obtaining such coverages. Co-owners are strongly advised to consult their insurance advisors to make sure they have all necessary and appropriate coverage required by this Section. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums therefore 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. 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 liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

B. Insuring of Common Elements. All General Common Elements of the Condominium and those Limited Common Elements for which the Association is assigned responsibility in Article IV of the Amended and Restated Superseding Consolidated Master Deed shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with its appropriate professional advisors. Such coverage may also include as secondary coverage pursuant to Subparagraph E, below, interior walls within any Unit. If the Association elects to include such items under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

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

D. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association 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 institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

E. 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 coverages/policies 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, Limited 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 Superseding Consolidated Master Deed (including improvements and betterments), 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 Superseding Consolidated Master Deed, the Co-owner's policy/cARRIER shall be deemed to be the primary carrier. 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 Superseding Consolidated Master Deed, the Association's policy/cARRIER shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the Unit or in/upon a Limited 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 Superseding Consolidated Master Deed (including improvements and betterments), the Co-owner's policy/cARRIER shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon 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 Superseding Consolidated Master Deed (including improvements and betterments), the Association's policy/cARRIER shall be deemed to be the primary carrier. In all cases where the Association's policy/cARRIER is not deemed the primary policy/cARRIER, if the Association's policy/cARRIER 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 thereof, 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 Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the

Common Elements thereof and such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (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 individual 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 on or within such individual Co-owner's Unit or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if so required by the Association. This Section 3 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 CASES OF CASUALTY

Section 1. Determination of Reconstruction or Repair. If any part of the Condominium shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

A. **Repair or Reconstruction.** 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 (80%) percent of the Co-owners in the Condominium that the Condominium shall be terminated, and each institutional holder of a first mortgage lien on any Unit in the Condominium has given prior written approval of such termination.

B. **Decision Not to Repair or Reconstruct.** If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless eighty (80%) percent or more of all Co-owners in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair and Reconstruction To Condition Existing Prior to Damage. Any such reconstruction or repair shall be substantially in accordance with the Amended and Restated Superseding Consolidated Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing as built prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Reconstruction or Repair.

A. Definition of Responsibility. If the damage is only to a part of a Unit or common elements which are the responsibility of a Co-owner to maintain and repair and/or insure, it shall be the responsibility of the Co-owner to repair such damage in accordance with Subsection B. hereof. In all other cases, the responsibility for reconstruction and repair, although not necessarily the costs thereof, shall be that of the Association.

B. Co-owner Items. Regardless of the cause or nature of any damage or deterioration, including but not limited to incidents where the damage is incidental or caused by a general common element or the repair or replacement thereof, each Co-owner shall be responsible for the reconstruction and repair of the interior of the Co-owner's Unit and all fixtures, trim and personal property, including, but not limited to, drywall, floor coverings, window shades, draperies, interior walls (but not any General Common Elements therein), wall coverings, interior trim, furniture, light fixtures, and all appliances, whether freestanding or built-in. Each Co-owner shall be further responsible for the repair, reconstruction and maintenance of all items for which the Co-owner is assigned such responsibility in Article IV of the Amended and Restated Superseding Consolidated Master Deed. In the event any damage to Common Elements is the responsibility of the Association's insurance carrier pursuant to the provisions of Article IV, Section 1E hereof, 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 thereof 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, Section 1E hereof, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, only in the absence of Co-owner coverage, (but 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 4. 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 Superseding Consolidated Master Deed applicable to such situations, the Association shall be responsible for the reconstruction and repair of the General Common Elements. 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. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in Article IV of the Amended and Restated Superseding Consolidated Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

Section 5. Timely Reconstruction. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with the replacement or repair of the damaged property without delay, and shall complete such replacement or repair within six (6) months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act 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 therefor 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. **Condominium Unit Taken by Eminent Domain.** If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium 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 Condominium Unit.

C. **Partial Taking of a Condominium Unit.** If portions of a Condominium Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Condominium Unit not taken. The undivided interest of such Condominium Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of such Condominium Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of such Condominium Unit shall be reallocated among the other Condominium Units in the condominium project in proportion to their respective undivided interests in the Common Elements. A Condominium 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 Condominium 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 Condominium 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 Condominium Unit makes it impractical to use the remaining portion of that Condominium Unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the Common Elements appertaining to that Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Condominium 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 Condominium Unit for the

Co-owner's entire undivided interest in the Common Elements and for the entire Condominium Unit.

E. Future Expenses of Administration Appertaining to Condominium Unit(s) Taken by Eminent Domain. Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a Condominium Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their relative voting strength in the Association. A Condominium 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 re-surveyed and the Amended and Restated Superseding Consolidated 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 all holders of 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 in the Condominium.

Section 7. Notice to Mortgagees. In the event that any Unit, common elements or any portion thereof, is made subject to any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, the Association shall give each institutional holder of a first mortgage lien written notice, at such address as it may from time to time direct, of any loss to or taking of the Common Elements of the Condominium, or any loss to or taking of any Unit, or part thereof.

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

ARTICLE VI

RESTRICTIONS

Section 1. Use of Condominium Unit.

A. Single Family Use. No Unit in the Condominium shall be used for other than single-family residential purposes (as defined by the Township of Northville 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 day care, adult foster

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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 Township of Northville.

B. Occupancy Restrictions. All Units shall be occupied in strict conformance with the restrictions and regulations of the BOCA National Property Maintenance Code, or such other codes or ordinances which may be adopted by the Township of Northville from time to time. Accordingly, the number of persons allowed to reside in any Unit shall be restricted by the size of the bedrooms and other areas of said Unit. Such restrictions shall automatically change, without the necessity of an amendment to this document, upon the adoption of alternative regulations by the Township of Northville, such that the occupancy of all Units in the Condominium shall be in accordance with all Township regulations at all times.

Section 2. Leasing and Rental of Units.

A. Right to Lease. Any Co-owner leasing a Unit in Condominium as of the date that these amended Bylaws go into effect, may, until the Unit is sold or transferred to any other third party, and as long as there is no default by the Co-owner or Tenant in complying with all restrictions contained herein and elsewhere in the Condominium Documents, lease their Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction, and any subsequent lease transaction, is submitted to the Board of Directors of the Association in the same manner as specified in subparagraph B. below, and further provided that the lease, occupancy and tenancy comply with all provisions hereof and the lease is approved by the Association. Simply put, those leasing their Units today shall not be subject to the rental percentage, residency or entity limitations of this Section as long as the other restrictions of this Section are followed and the Unit remains leased or for lease, until the Unit is sold, at which time all grandfathered rights shall cease. The transfer of a Unit by an existing owner to his or her revocable grantor trust or by inheritance shall not affect the grandfathered right to lease the Unit. No other Co-owner may lease any Unit within the Condominium, except upon the written approval of the Association, which approval shall not be given if the leasing of such unit would cause the number of leased units in the Condominium to exceed thirteen percent (13%) of all Units in the Condominium, if the Co-owner has not occupied the unit first as his/her principal residence for a minimum of two (2) years, or the lease would result in any one person or entity (including affiliates or commonly owned entities) owning and leasing more than one (1) Unit at any time. As long as the aforesaid percentage and number limitations are not exceeded, approvals will be granted to compliant leases on a first come first served basis administered according to rules and regulations established by the Association.

The Association recognizes that there may arise circumstances beyond a Co-owner's control that may justify an exception to allow the temporary leasing of a Unit, regardless of the above restrictions. Under the following circumstances, and only for so long as such

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circumstances exist and only as long as the Co-owners and their tenants fully comply with all provisions of this Article VI and the other provisions of the Condominium Documents, the Association may allow Co-owners to lease Units in excess of the 12% limitation, provided that the Co-owner(s) have occupied the subject Unit as their principal residence for at least two (2) years prior to the permitted lease and one or more of the following conditions exist:

1. A Co-owner must relocate as a requirement of employment, or
2. A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months, or
3. A Co-owner must relocate for medical purposes (treatment, rehabilitation or recuperation) for a period likely to exceed six (6) months, or
4. A lease transaction is required to prevent a foreclosure or other involuntary divestiture of the Unit, or
5. A lease transaction is required while a property is sold pursuant to a death (estate holding title), divorce or other unforeseen circumstance, or
6. An extenuating situation approved unanimously by the entire Board of Directors on a case by case basis.

Co-owners are asked to obtain criminal background and financial stability investigations of potential tenants before allowing them to lease in the Condominium to prevent occupancy by those who may be a danger to other owners and residents and to ensure that all tenants have the financial ability to meet all obligations to the landlord Co-owner and the Association that may arise. No Co-owner shall lease less than an entire Unit in the Condominium, and no lease shall be valid unless the same shall be for an initial term of at least one (1) year. No further leasing of a Unit will be allowed during the initial term of any approved lease regardless of the reason that the Unit again becomes available (i.e. if a tenant does not complete the initial one year term of a lease, the Co-owner must wait until the expiration of that first year before again leasing the unit to another replacement tenant). 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, (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 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 (including for violation of any provisions of the Condominium Documents and Rules and Regulations) and (iv) provide for strict compliance with the Association's move-in and move-out policy. 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 these Amended and Restated Bylaws shall be provided to the Association within 14 days of said effective date. Under no circumstances shall transient tenants be accommodated. For purposes of the Section 2.A, a "transient tenant" is a non-co-owner residing in a Condominium Unit for less than sixty days, who has paid consideration therefor. The terms of all leases, occupancy

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agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents and all leases, rental agreements and occupancy agreements shall so state. For the purposes of this Section 2, "lease" shall refer to any occupancy agreement, whether or not in writing or for rent or other consideration, where the Unit is not occupied by the owner thereof as a primary or secondary residence for a majority of the year. Any Co-owner who violates these restrictions may be subject to the Association revoking permanently their right to lease a Unit in the Condominium.

B. Approval of Leases. A Co-owner desiring to rent or lease a Condominium 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 supply the Association with a copy of the exact lease form to be used for its review for its compliance with the Condominium Documents. At the same time that a Co-Owner submits the Lease form for approval, the Co-owner shall submit a signed copy of the Association's form acknowledging that the Co-owner is responsible for any damages to the Common Elements caused by the renter during the move-in, move-out or during the term of the tenancy. A Co-owner intending to lease must obtain this form from the Association. The Association shall be entitled to disapprove any such proposed lease form that is not in compliance with the Condominium Documents and/or the Michigan Condominium Act in accordance with the provisions of this Section. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupant(s), along with the amount and due dates of any rental or compensation payable to the co-owner, and the term of the proposed arrangement. All Co-owners shall provide the Association with the names and telephone numbers of all occupants of their Unit(s) and the license plate numbers for any vehicles to be parked on the Condominium Premises.

C. Default Provisions. 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:

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

(2) 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.

(3) 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. 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 Condominium Unit. The Co-owner shall be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorney's fees.

D. Co-owner Arrearages. 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 Condominium Unit under a lease or rental 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, otherwise due the co-owner, to the Association, then the Association may (1) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, or (2) initiate proceedings pursuant to Section 112(4)(b) of the Act.

Section 3. Alterations and Modifications.

A. Alterations. No Co-owner shall 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, including changes in use, in any of the Common Elements, limited or general, without the express written approval of the Board of Directors and compliance with the Association's rules and policies (including all required documents and deposits), including but not limited to, exterior painting, replacement of windows, or the erection of lights, awnings, shutters, doors, newspaper holders, mailboxes, decks, structures, fences, walls, landscaping or other exterior attachments or modifications. Permanently installed spas and hot tubs, sheds or other permanent outbuildings and structures are not allowed to be placed on the Common Elements. The erection of antennas, DBS reception devices, and other technologies regulated by the Federal Communications Commission, not to exceed one meter in diameter, may be placed within a Unit or on the Limited Common Elements appurtenant to the Unit without approval of the Association. All other installations and installations upon or attaching to or penetrating General Common Elements must be approved in advance in writing by the Association in accordance with duly promulgated rules and regulations of the Association, which shall at all times be construed so as not to violate FCC regulations applicable thereto. Prior to installing any fixture or other installation or device that utilizes natural gas or water within an apartment or limited common element (excluding replacement fixtures for original equipment furnished with the Unit at the time of the purchase thereof, provided that such replacement equipment utilizes no greater amount of natural gas or water than the original equipment being replaced), a co-owner shall notify the Association of the proposed installation and provide plans and specifications thereof if requested by the Association. The Association shall have the right to prohibit the installation in its sole discretion or to condition approval thereof upon compliance with such conditions as it may impose in its discretion, including without limitation, increasing the monthly assessments attributable to the co-owner's Unit to compensate for the increased cost to the Association of the natural gas and water. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, 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 thereof has been approved hereunder, 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. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to

maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement.

B. Modifications or Improvements to Accommodate the Disabled. Notwithstanding the previous subparagraph A, a Co-owner may make improvements or modifications to the Co-owner's Condominium Unit, including Common Elements and the route from the public way to the door of the Co-owner's Condominium Unit, at the Co-owner's expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the unit or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the unit, subject to the following:

(1) The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Project, nor unreasonably prevent passage by other residents of the Condominium Project upon the Common Elements.

(2) The Co-owner shall be liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, and such improvement or modification shall comply with all applicable state and local building requirements and health and safety laws and ordinances and shall be made as closely as possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(3) Before an improvement or modification allowed by this subsection is made the Co-owner shall submit plans and specifications for such alteration to the Association for approval. If the proposed alteration substantially conforms to the requirements of this subsection, the Association shall not deny the same without good cause. A denial shall be in writing, delivered to the Co-owner, listing the changes needed for the proposed alteration to conform. Any requests for approval by the Association under this subsection shall be acted upon not later than sixty (60) days after the required plans and specifications are submitted. Failure of the Association to approve or deny a request within the sixty (60) day period shall entitle the Co-owner to undertake the alteration without the approval of the Association.

(4) Any Co-owner making an alteration pursuant to this subsection shall maintain liability insurance and provide the Association with proof thereof prior to undertaking the alteration or modification, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification, and naming the Association as an additional insured, but the Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior alteration, and the Co-owner shall not be required to maintain liability insurance with respect to any Common Element.

(5) Responsibility for the cost of any maintenance, repair or replacement of an exterior alteration allowed by this Section shall be in accordance with the provisions of Section 47(a) of the Michigan Condominium Act.

(6) A Co-owner having made an improvement or modification allowed by this subsection shall notify the Association in writing of the Co-owner's intention to convey any interest in or lease his or her Condominium Unit to another, not less than thirty (30) days before the effective date of the conveyance or lease. Not more than thirty (30) days after receiving such a notice, the Association may require that the Co-owner remove the improvement or modification and restore the premises at the Co-owner's expense. In the absence of the required notice of conveyance or lease, the Association may at any time remove or require the Co-owner to remove the improvement or modification at the Co-owner's expense, however, the Association may not remove or require the removal of an improvement or modification if the Co-owner intends to resume residing in the Unit within 12 months or a Co-owner conveys or leases the Condominium Unit to a person with disabilities who needs the same type of improvement or modification, or who has a person residing with him or her who requires the same type of improvement or modification. As used in this Section, "person with disabilities" means that term as defined in the state construction code act of 1972, as amended.

Section 4. Conduct upon the Condominium Premises. No immoral, improper, unlawful or offensive activity, including but not limited to speeding or other vehicular infractions, shall be carried 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 engaged in on the Common Elements or in any Unit. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his 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.

Section 5. Animals upon the Condominium Premises. No animal, including household pets, except a maximum of two (2) household pets of appropriate size and demeanor, shall be kept or allowed on the Condominium Premises 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 Highland Lakes Condominium. 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.

A. **Restrictions Applicable to Pets in the Project.** Before an existing pet can be maintained, it **SHALL BE REGISTERED WITH THE ASSOCIATION.** The registration shall 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.

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 run loose upon the Common Elements and any animal shall at all times be leashed attended by some

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responsible person while on the Common Elements. All pets shall be curbed and/or restricted to relieving themselves in any area designated therefor by the Board of Directors. 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 Project. 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 premises, 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 which creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. In the event a Co-owner's pet causes unnecessary and unreasonable disturbance or annoyance to other Co-owners, one or more, and such Co-owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board of the Co-owner keeping the pet, may, if it determines that such pet is annoyance, require the Co-owner to remove the pet from his Unit and the Condominium, or impose such other restrictions on the keeping of the pet as are reasonable. The Association may charge all 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. The term "animal" or "pet" as used in this section shall not include fish, rabbits and similar small, constantly caged indoor pets. Any farm animals or exotic pets or animals are strictly prohibited.

B. Association Remedies. The Association may adopt such additional reasonable rules and regulations with respect to animals, as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which 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. The Common Elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Disposal of refuse shall comply with all ordinances and Rules and regulations of the Association. Trash or other refuse shall not be permitted to remain elsewhere on the Common Elements at any time. Grills are permitted to be used on patios within the Condominium, provided they are used no closer than ten feet (10') from any building wall. No devices designed as or used for fire pits or open fires will be permitted. Bicycles shall not be used or ridden on grassy or landscaped areas within Highland Lakes. Porches and balconies shall only be used for purposes consistent with their normal daily use. Items such as trash, toys, animal litter boxes and other similar items are prohibited. Co-owners may, upon their deck, balcony or within the Limited Common Element patio or patio enclosure, store bicycles, toys, grills, patio furniture, a storage shed, a paddleboat or rowboat or any item not

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inconsistent with the other provisions herein, provided any such item is not higher than the top of the rail or fence surrounding same. Nothing contained herein shall prevent the Association, consistent with other provisions of this Article, from ameliorating a condition of severe clutter, unsightly appearance or nuisance resulting from excessive storage of such items. At no time shall a Co-owner store or have trash, litter boxes, fire pits, pergolas or anything inconsistent with Section 9 of this Article on the Common Elements. Automobile or other vehicle washing is permitted in the Condominium in accordance with Association Rules and Regulations. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his Unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium. No unsightly condition shall be maintained on any patio, balcony, deck or porch. All municipal ordinances pertaining to the use of the Common Elements shall be followed at all times.

Section 7. Obstruction of Common Elements. The Common Elements, including without limitation, walks, yards, landscaped areas, drives, parking areas, entry ways, and porches, 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, except as specifically allowed in these Bylaws and Rules and Regulations of the Association. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 8. Vehicles upon the Condominium Premises. No house trailers, commercial vehicles, boat trailers, watercraft, motor homes, camping or house vehicles/trailers, other trailers, snowmobiles, snowmobile trailers, recreational vehicles, off-the-road vehicles, all terrain vehicles or vehicles other than automobiles and non-commercial pick-up trucks, SUVs and passenger vans, not exceeding 19 feet in overall length, used as an occupant's primary means of transportation, and not for any commercial purposes, may be parked or stored upon the premises of the Condominium, unless parked or stored in accordance with the provisions of this Section or Section 6 of this Article. Motorcycles may be operated within the Condominium to provide ingress and egress to the Project as long as the same do not create a nuisance on account of noise or irresponsible operation. Recreational vehicles may be properly stored in the RV Committee Lot.

A. **Temporary Presence.** The Board of Directors shall have discretion to issue rules and regulations which provide for the temporary presence of the above-enumerated recreational/leisure vehicles upon the Condominium Premises, in areas specified by the Board of Directors, for proper purposes, such as loading and unloading of said vehicles.

B. **Commercial Vehicles.** Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless 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 19 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior body surfaces, vehicles not 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, storage racks, ladder or material racks, snow blades, tanks, spreaders, storage

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bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pick-up 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. Further, passenger vehicles belonging to a Co-owner and maintained consistent with all other vehicle restrictions, rules and regulations, bearing a commercial insignia of a non-obscene nature on the door panels or elsewhere on the vehicle, may be parked along Scenic Lane, Crystal Lake Dr. or Lake Success Dr., but not in the individual court lots. 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 thereof.

C. Standing Vehicles, Repairs. Non-operational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises. Maintenance or repair of motor vehicles, except minor emergency repairs (which will require permission from the property manager), shall not be permitted on the Condominium Premises. No storage of vehicles is allowed within the parking lots.

D. Parking. Each Unit shall be restricted to parking no more than two (2) allowed vehicles within the Condominium Parking Lots, which parking shall be restricted to the two (2) spaces assigned to the Unit in question. There is no parking permitted in fire lanes of the Condominium. Handicap spaces shall be useable by any Co-owner or guest with a handicap sticker/plate on a first come first served basis. Violations should be reported to the municipal police department. Except in extenuating circumstances handicap parking spaces shall not be assigned to specific Units.

E. Association Rights. 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 Premises, 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 Project consistent with the provisions hereof, and may levy fines for violations of such rules and regulations or this Section.

Section 9. Prohibition of Dangerous Items upon the Condominium Premises. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, slingshots, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, unless such carrying, use or storage is permitted incidental to a license to legally carry such an item consistent with the law. A Co-owner shall not use or permit to be brought into the buildings in the Condominium any extraordinarily flammable oils or fluids, or other explosives or Articles deemed to be extra-hazardous to life, limb, or property, without in each case obtaining the written consent of the Association.

Section 10. Signs upon the Condominium Premises. No signs or other advertising devices, except a US flag no larger than 3' x 5' or active "open house" signs which can be

utilized during open houses between the hours of 10AM and 6PM, shall be displayed which are visible from the exterior of a Unit or the Common Elements, including but not limited to, "for lease" signs, business or commercial signs or ground mounted signs, without written permission from the Board of Directors. A co-owner may display one (1) "for sale" sign in any single window of their Unit.

Section 11. Regulations Consistent with the Act. Reasonable regulations consistent with the Act, the Amended and Restated Superseding Consolidated 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 of the Association. 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. Regulations may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners.

Section 12. Association Access to Units and/or Limited Commons 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 thereof, 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 his 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 his 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 or shrubs 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 approved by the Association in writing, and is in total conformance with the Association's rules and regulations as are published from time to time. Any permitted landscaping performed by the Co-owner 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 to the satisfaction of the Association, the Association shall have the right to perform such maintenance or remove such landscaping and assess and collect from the Co-owner the cost thereof 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 Co-owner's continued maintenance thereof. 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 thereof has been approved hereunder, 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 Limited Common Elements. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the Common Facilities, 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 him, or his 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 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 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.

Natural gas and/or water shall not be wasted by any person and in the event of waste the Board of Directors shall have the authority to assess the excess consumption cost to the Co-owner of the Unit where the waste occurred. "Waste" shall mean and include gas or water consumption arising from the failure (whether intentional or by virtue of negligence) to maintain appliances, failure to keep closed doors and/or windows in Winter months, failure to timely inspect and correct a deficiency in a water or gas pipe or plumbing or gas fixture within the control of the Co-owner and/or the use of water or gas valves and other fixtures inconsistent with normal and reasonable use and operation, as determined by the Board of Directors in its reasonable discretion. Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 15. Watercraft Restrictions. All watercraft used or stored within Highland Lakes must be registered with the Association and receive a permit prior to entering the property. Only Co-owners in good standing will be permitted to have or use watercraft within Highland Lakes. Unregistered watercraft are subject to immediate impound. No internal combustion marine engines are allowed – only electric motors rated at or under 55 foot pounds of thrust are permitted.

Section 16. Costs of Enforcing Documents. Any and all costs, damages, fines, expenses and/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 Board of Directors of the Association pursuant hereto, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, 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. Application of Restrictions to the Association. None of the restrictions contained in this Article VI shall apply to the activities of the Association in furtherance of its powers and purposes set forth herein, the Amended and Restated Superseding Consolidated Master Deed and in its Articles of Incorporation, as the same may be amended from time to time.

ARTICLE VII

MORTGAGES

Section 1. Notification of Mortgage. Any Co-owner who mortgages his 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. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Notification to Mortgagee of Insurance Company. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium Common Elements against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

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

Section 4. Notification to Mortgagees and Guarantors. The Association shall give the holder of any mortgage and any guarantors of the mortgage covering any Unit in the Project timely written notice of (i) any proposed action that requires the consent of a specified percentage of mortgagees, whether contained in the 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 the 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.** The share of a Co-owner 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 Condominium Unit owned, provided that said Co-owner is in good standing and not in default of any provision of the Condominium Documents, including payment of regular or special assessments against said Co-owner's Unit. 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 he has presented evidence of ownership of a Unit in the Condominium Project 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. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium 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. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairperson of the meeting.

F. **Quorum.** The presence in person or by proxy of thirty percent (30%) in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written or other authorized 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 member who participates by remote communication in a

meeting of members of the Association, 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 Amended and Restated 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 meeting of the members of the Association or voting deadline if no meeting is held. Votes may be cast by mail, insertion of ballot into ballot box as witnessed by voter or proxy after hand delivery to a representative of the Association, electronically (by any method 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) or any other method approved by the Association in advance of the vote. Cumulative voting shall not be permitted.

H. Majority. Unless otherwise provided, any action that could be authorized at a meeting of the members shall be authorized by the vote of a simple majority in number of those Co-owners qualified to vote and voting in person or by proxy at said meeting, or by allowed alternative means, in accordance with the provisions of these Bylaws. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

I. Action Without Meeting. Any action that may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written vote of the members. Written votes shall be solicited in the same manner as provided in these Bylaws for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which written votes must be received in order to be counted. The form of written vote shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written vote shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of written votes 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 at which the total number of votes cast was the same as the total number of written votes cast.

J. Consent of Absentees. The transactions at any meeting of members, either annual or special, 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 members 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 thereof. 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. Such accounts and all other Association records 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 which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process, or by making the report available for electronic transmission, provided that any member may receive a written report upon request. The books of account shall be "reviewed" at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Amended and Restated Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable business hours.

ARTICLE IX

MEETINGS

Section 1. Place of Meetings. Meetings of the Association members shall be held at any suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association members 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 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 first annual meeting of members of the Association has already been held. Hereafter, the annual meetings of members of the Association shall be held in the month of May each succeeding 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 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 signed by one third (1/3) of the Co-owners in number presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. 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 a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner, at least ten (10) days, but not more than twenty (20) 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 thereof, said 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. Electronic transmittal of such notice, may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper which creates a record that may be retrieved and retained by the recipient and which may be directly reproduced in paper form by the recipient through an automated process. Any member may, by written waiver of notice signed by such member, 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 member may participate in a meeting of the members 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. Members 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 member or proxy holder; (b) the Association implements reasonable measures to provide each member and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any member 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 member may be present and vote at an adjourned meeting of the members by means of remote communication 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 members conducted solely by means of remote communication.

Section 6. Adjournment for Lack of Quorum. If any meeting of owners cannot be held because a quorum is not in attendance, the 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.

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 who must be Co-owners of Units in Highland Lakes Condominium and be in good standing. The Board shall consist of seven (7) members. Good standing shall be deemed to include a member 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. Any director who is delinquent in any financial obligation owed to the Association, including later 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, 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. 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 hereafter, either four or three 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 Of Board of Directors. The affairs of the Association shall be governed by a Board of Directors, all of who shall serve without compensation, and must be members of the Association. If a member is a partnership, limited liability company or corporation, then any partner, member or employee of the partnership or limited liability company, or officer, director or employee of the corporation shall be qualified to serve as a director.

A. **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

resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) Management and Administration. To manage and administer the affairs of and maintenance of the Condominium Project and the Common Elements thereof, all to the extent set forth in the Amended and Restated Superseding Consolidated Master Deed, or elsewhere in the Condominium Documents.

(2) Collecting Assessments. To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) Insurance. To carry insurance and collect and allocate the proceeds thereof in the manner set forth in Article IV hereof.

(4) Rebuild Improvements. To rebuild improvements after casualty, subject to the terms hereof.

(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 Project.

(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 easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(7) Borrow Money. To borrow money and issue evidences of indebtedness in excess of \$50,000.00 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 the members qualified to vote, except in the case of financing or re-financing of a Unit acquired through foreclosure of the statutory lien for unpaid assessments, which shall require no such approval. The Board of Directors may borrow money and issue evidences of indebtedness in amounts below \$50,000.00 in furtherance of any and all of the purposes of the business of the Association in its sole discretion without Co-owner approval, however, the total amount borrowed by the Association and outstanding at any given time shall not exceed \$50,000.00 without the Co-owner approval provided for herein.

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

(9) Committees. To establish and disband 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.

(10) Enforce Documents. To enforce the provisions of the Condominium Documents.

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B. 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 Section 3A. of this Article I, 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 Board of Directors or the members of the Association. In the event the Board does employ professional management for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any Unit in the Condominium prior to terminating professional management and assuming self-management. No contract for management shall be for a term greater than three (3) years, and any such contract must be terminable upon sixty (60) days written notice for any or no reason.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. The Board may consider the next highest vote recipient at the previous annual meeting in selecting a candidate to fill a vacant directorship. Each person so appointed shall be a director until the end of the term of the Director who he/she replaced and a successor is elected at such annual meeting of the Association.

Section 5. 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 thirty percent (30%) 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 6. 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 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 ten (10) days prior to the date of the meeting, unless waived by said director. Electronic transmission of such notice may be given in any such manner authorized by the director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the director, and which may be directly reproduced in paper form by the director through an automated process.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the president or by any three (3) Board members 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 which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the director, and which may be directly reproduced in paper form by the director through an automated process.

Section 8. 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. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by that director of the time and place thereof. 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 9. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by proxy, by teleconference, 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, provided however, that any vote not in writing is confirmed in writing not later than the next meeting of the Board. 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. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 10. 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 11. Closing of Board of Directors' 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 members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association 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 12. 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 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums for such bonds 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. All officers must be Co-owners.

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. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed by the Board of Directors 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 members of the Association 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 he/she may become by reason of his/her being or having been a director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty or 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 The Documents. The Association of Co-owners 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, Amended and Restated Superseding Consolidated Master Deed, these Bylaws, the Articles of Incorporation and Amended and Restated Bylaws of the Association and the Rules and Regulations of the Condominium. In the event that such Amended and Restated Superseding Consolidated Master Deed, these Bylaws, Amended and Restated Association Bylaws or Articles of Incorporation conflict with the provisions of any Statute, the Statute shall govern. If any provision of these Bylaws or the Amended and Restated Association Bylaws conflicts with any provision of the Amended and Restated Superseding Consolidated Master Deed, the Amended and Restated Superseding Consolidated Master Deed shall govern. If any provision of the Amended and Restated Association Bylaws conflicts with any provision of these Bylaws, these Bylaws 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 Superseding Consolidated Master Deed for Highland Lakes Condominium.

Section 3. Definitions. All terms used herein shall have the same meaning as set forth in the Amended and Restated Superseding Consolidated 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 thereof, 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), the Association, if successful, shall be entitled to recover the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in 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 from the Co-owner asserting the 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 XI of these Bylaws. Fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article XI, Section 2, and after a hearing at which such Co-owner may offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II 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 which 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.

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 his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

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, 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 I, Section 3 E. of these Bylaws.

B. **Hearing.** The offending Co-owner shall be scheduled for a hearing before the Board of Directors, at which time the Co-owner shall have an opportunity to offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or the Board's earliest convenience, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.

C. **Default.** Failure to appear at the hearing or respond to the notice of violation by the date set for the hearing constitutes a default.

D. **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's default, 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 after default of the offending Co-owner, or upon the decision of the Board as recited above, the following fines may be levied:

1. FIRST VIOLATION	No fine will be levied
2. SECOND VIOLATION	\$50.00 Fine
3. THIRD VIOLATION	\$100.00 Fine
4. FOURTH VIOLATION	\$200.00 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 Project, and is not based upon time or violations of entirely different provisions. In the case of

2013068132 Page 63 of 63

continuing violations, a new violation will be deemed to occur each successive seven (7) day period during which a violation continues. In the case of continuing violations, no further hearing other than the first will be necessary or afforded, and fines will continue to accrue according to the above schedule until the continuing violation is cured. 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. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first day of the next following month. 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 X 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

121890 727

HIGHLAND LAKES CONDOMINIUM

REGUL. NO. 1 OF WAYNE COUNTY CONDOMINIUM SURVEYOR'S PLAN NO. 26, 24, 28, 30, 31, 36, 42, 48, 49, 63, 67, 70 & 71.

ATTEMPTED CRIMINAL INVESTIGATION OF THE CANDIDATE FOR PRESIDENT IN ANY STATE OR
MUST BE ANSWERED IN A CRIMINAL COURT. WHETHER VOLUNTARY OR NOT, IN THE ACTUALIZATION OF
THIS PROJECT, IT IS LEFT THE PLURALITY OF SENSIBILITY THAT THE VARIOUS COUNTRIES ARE
TO USE IT DILIGENTLY.

DEVELOPER
LEVITT RESIDENTIAL COMMUNITIES, INC

LOCATED IN SECTION 2, NORTHVILLE TOWNSHIP
WAYNE COUNTY, MICHIGAN
DEVELOPER
LEVITT RESIDENTIAL COMMUNITIES, INC

HUBBELL, ROTH & CLARK, INN
2323 FRANKLIN ROAD PO BOX 22403
BLOOMFIELD HILLS, MICHIGAN 48013

**MASTER DEED
EXHIBIT "B"**



u21890PA728

HIGHLAND LAKES CONDOMINIUM

LOCATED IN SEC. 2, NORTHLVILLE TOWNSHIP,
WAYNE COUNTY, MICHIGAN

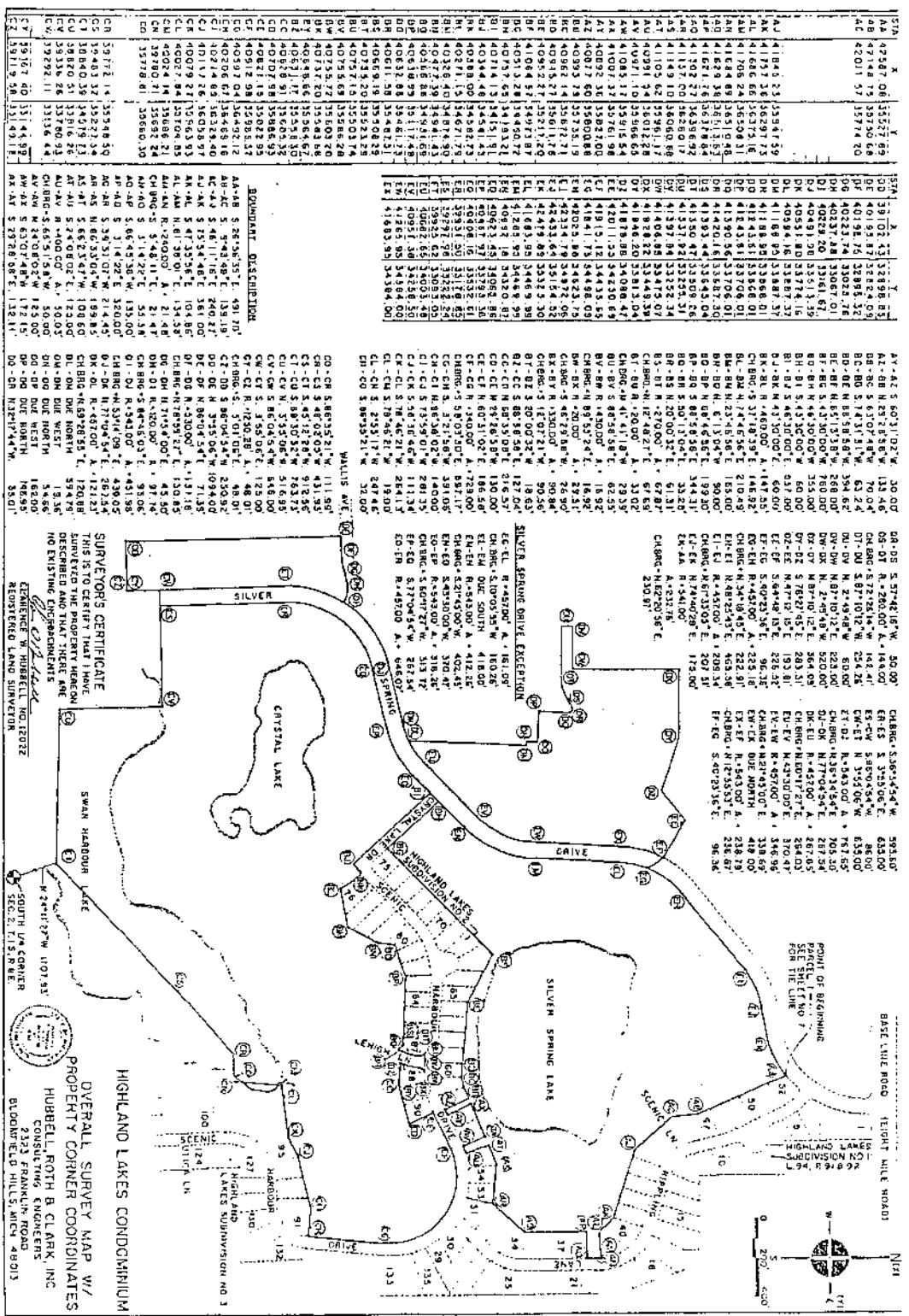
SHEET INDEX
Fruit, [Fruit](#)

MASTER DEED

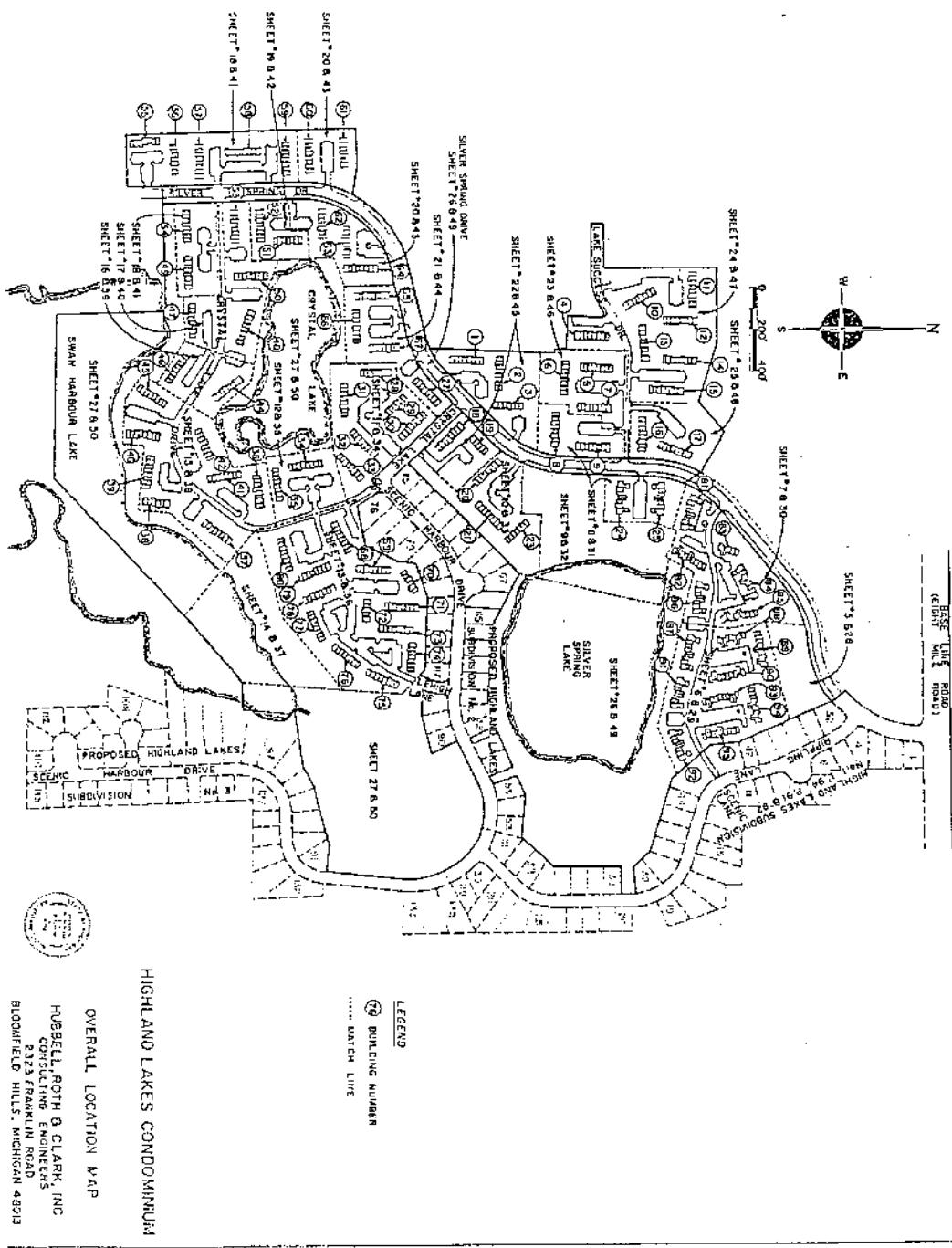
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BY
HUGH M. MARKS, DIRECTOR
CORPORATION AND SECURITY BUREAU
DEPARTMENT OF COMMERCE

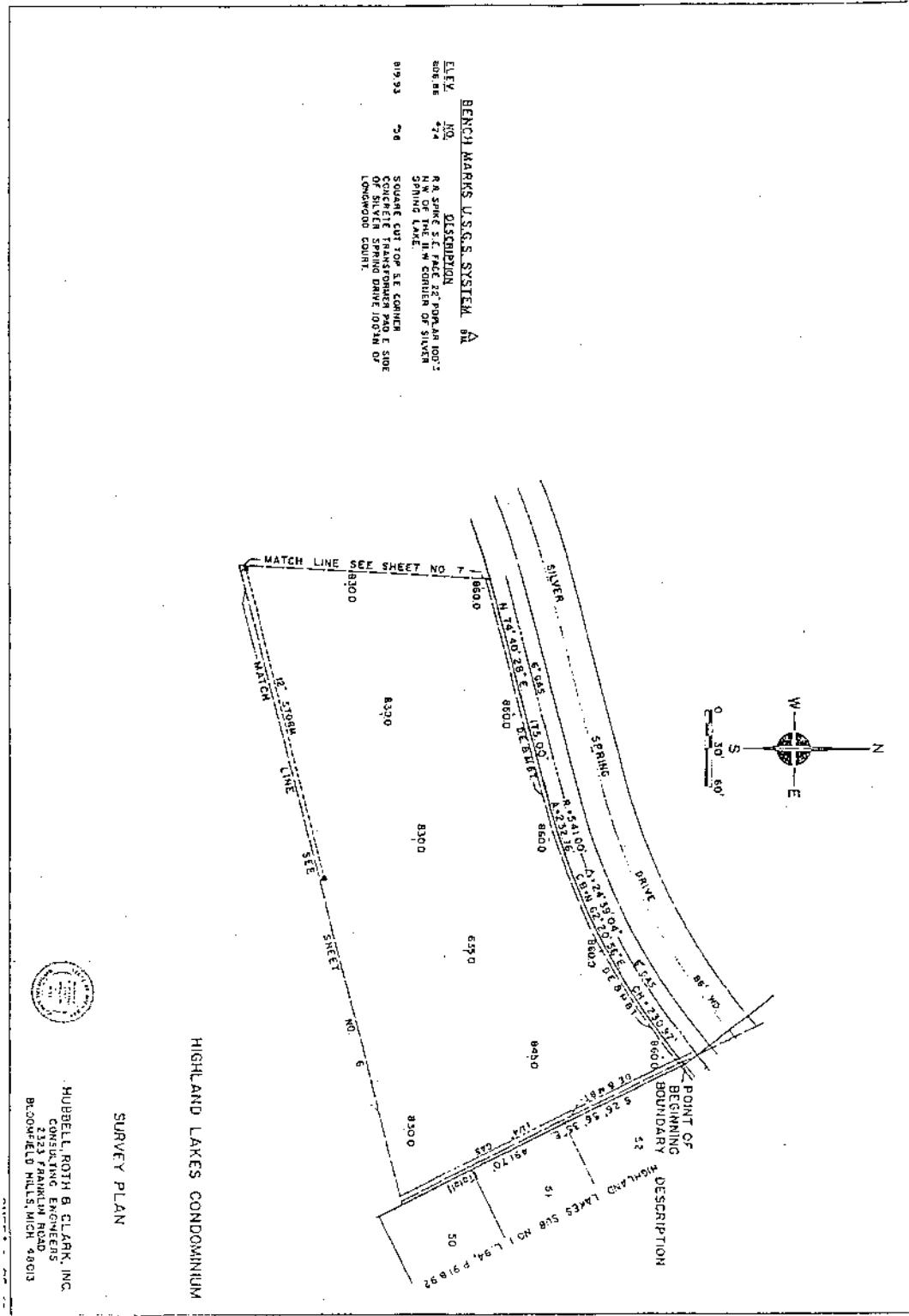
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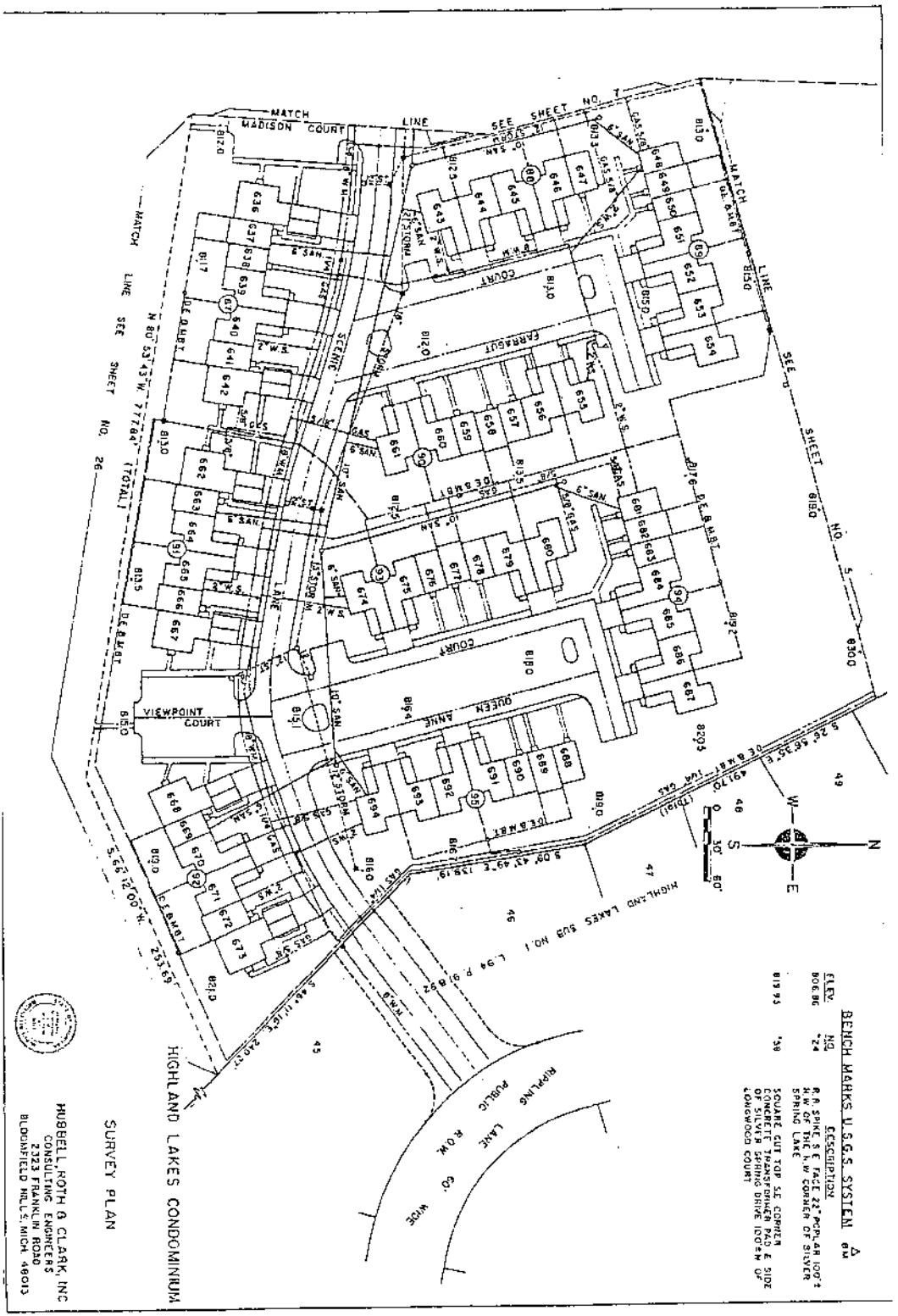
HIGHLAND LAKES CONDOMINIUM

SURVEY PLAN

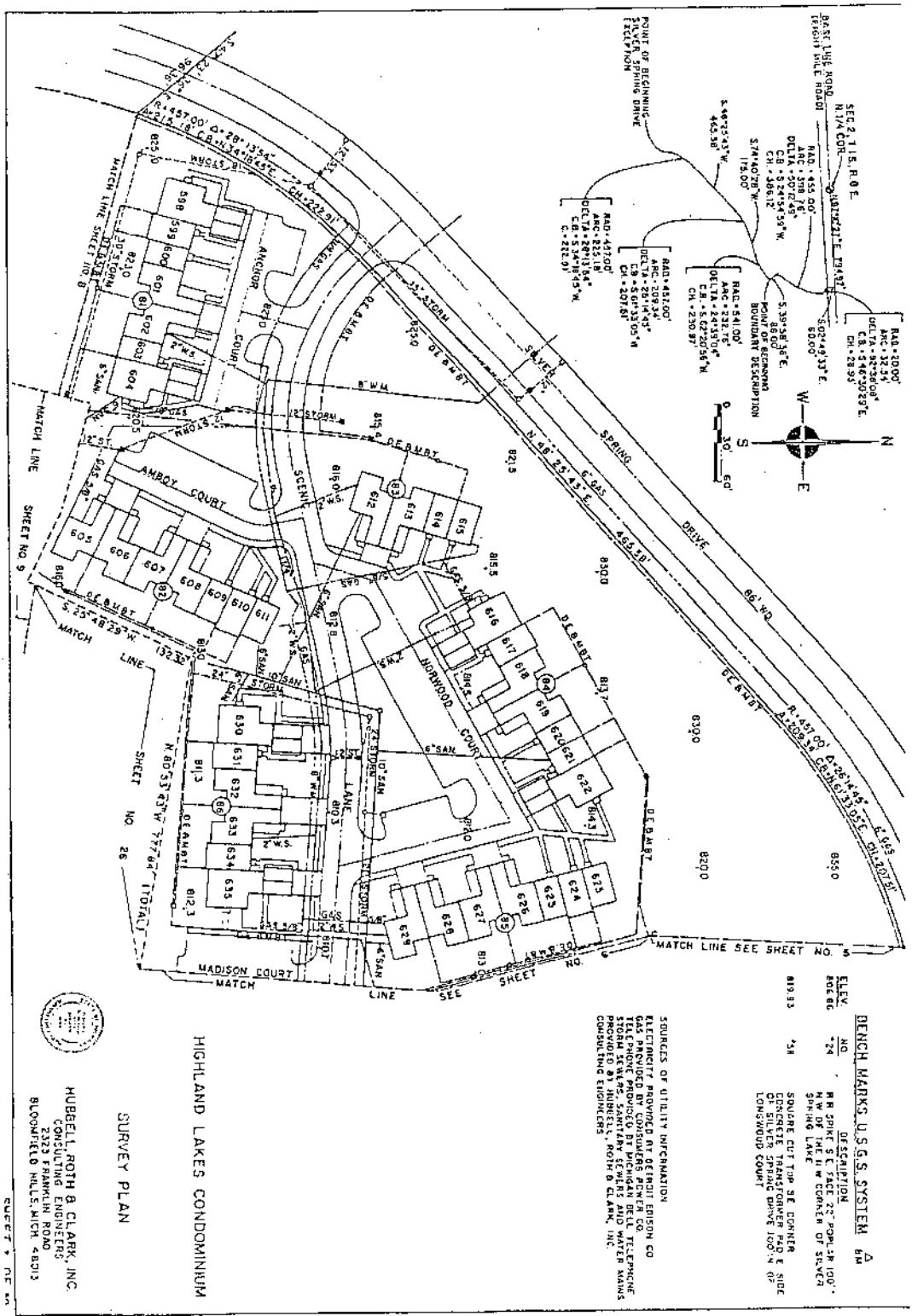
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HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
2323 FRANKLIN ROAD
BLOOMFIELD HILLS, MICH. 48013

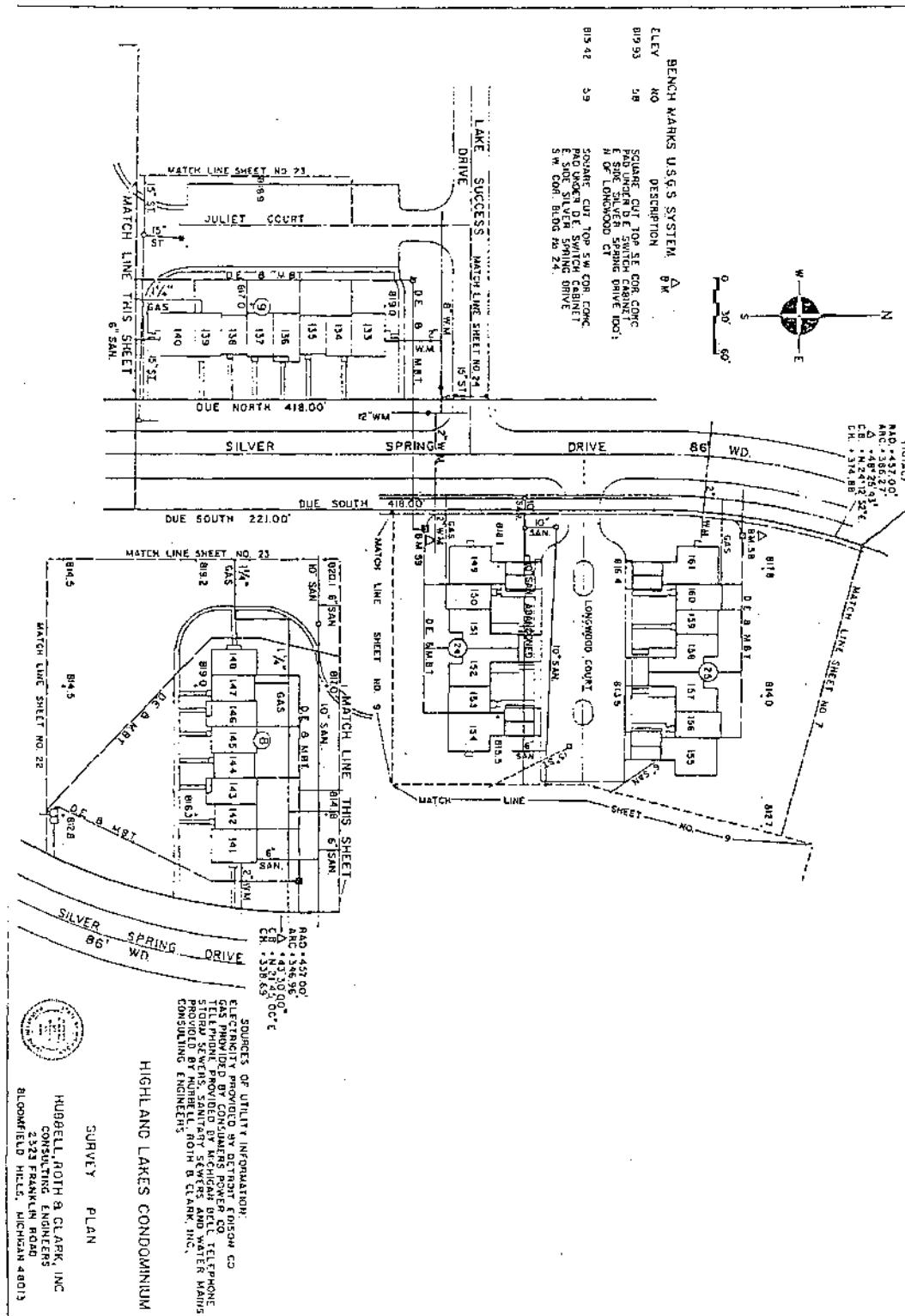
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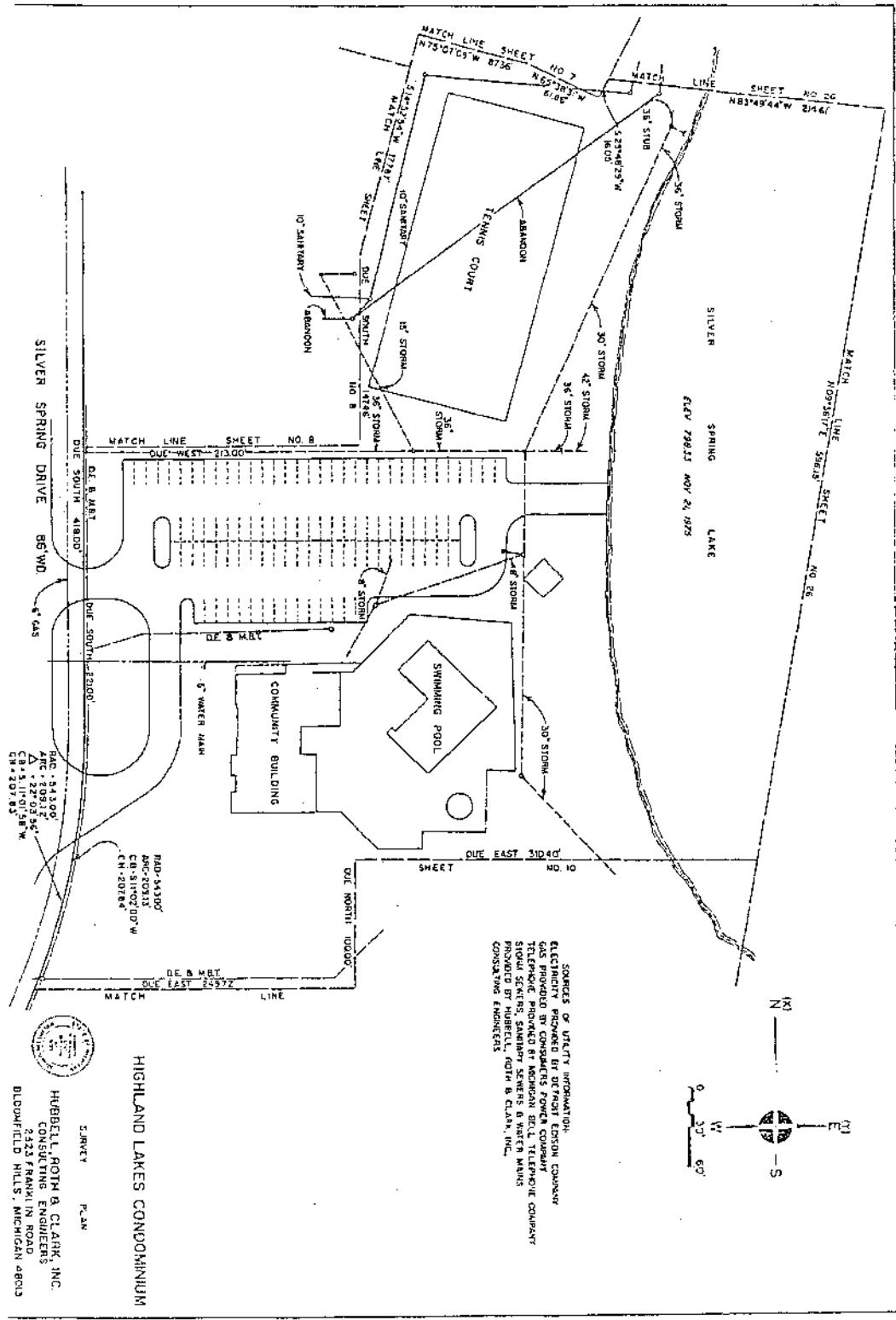
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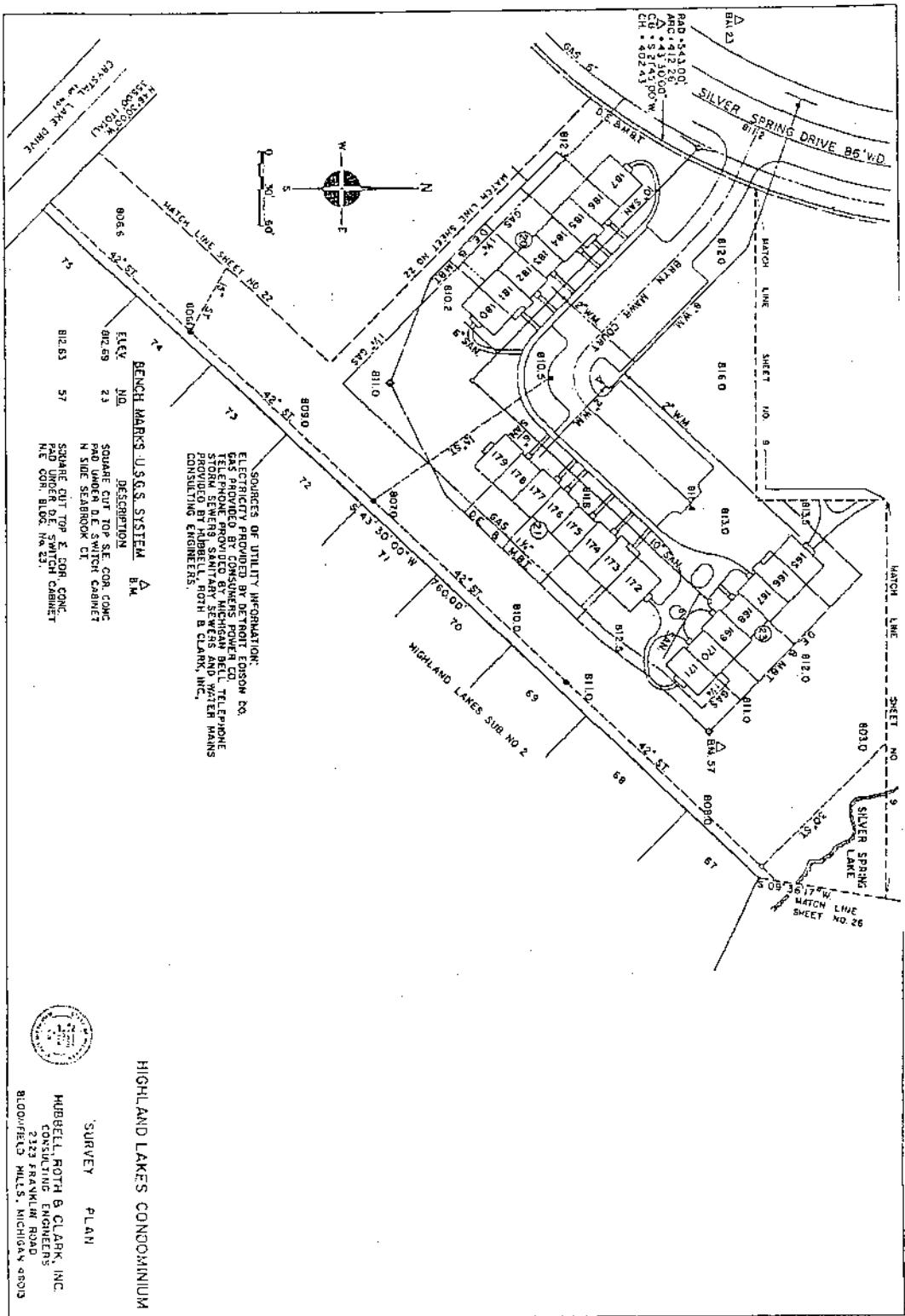
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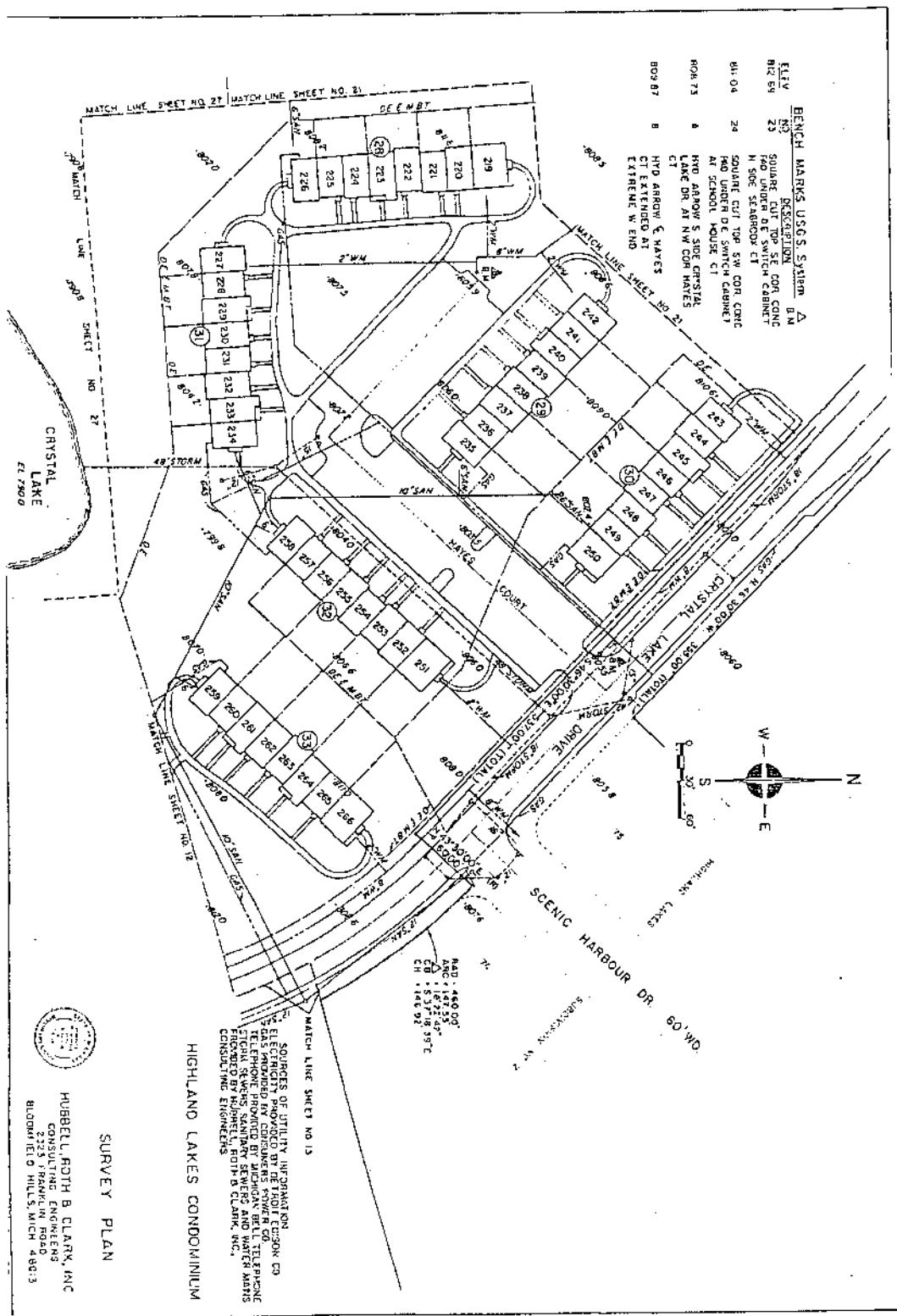
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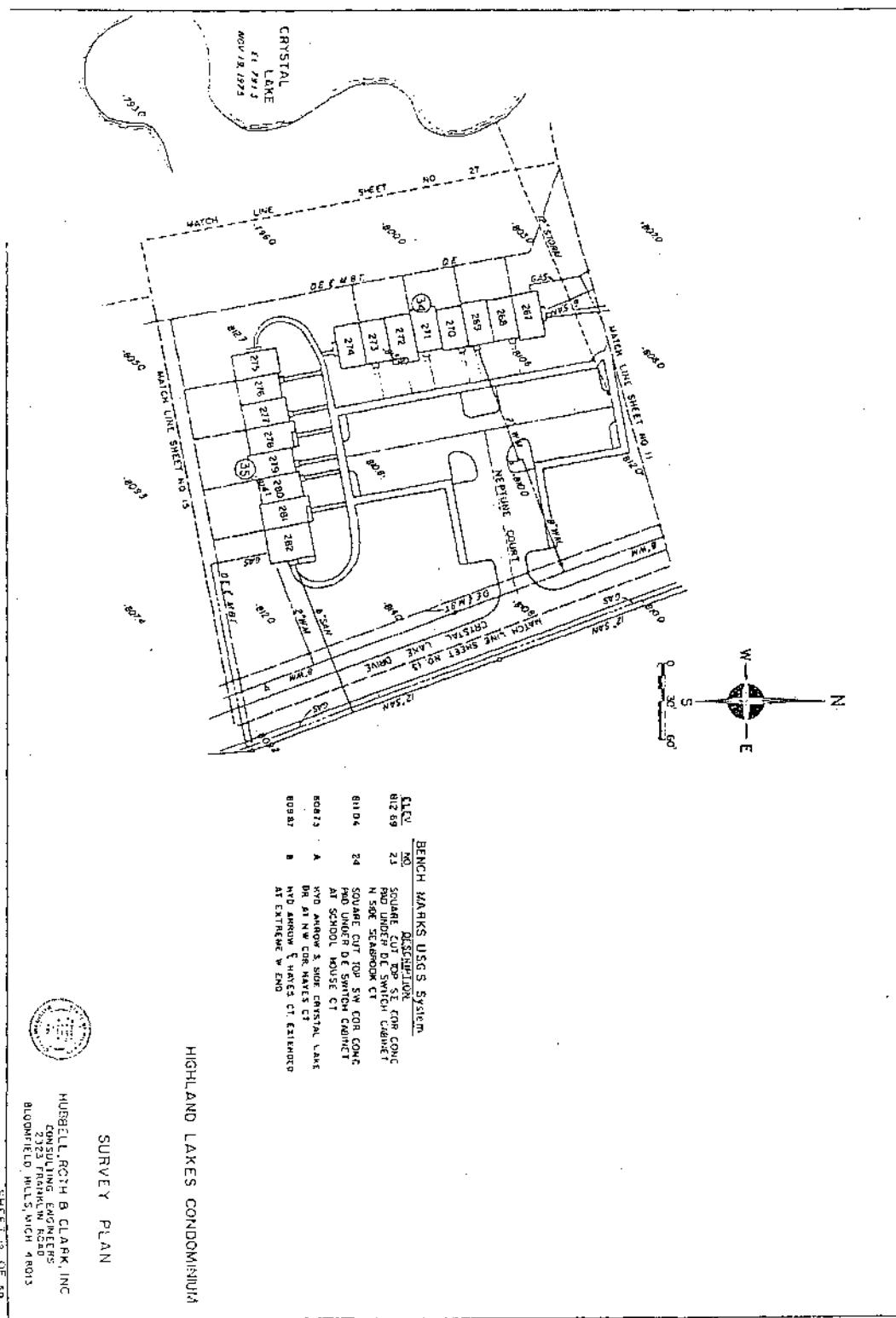
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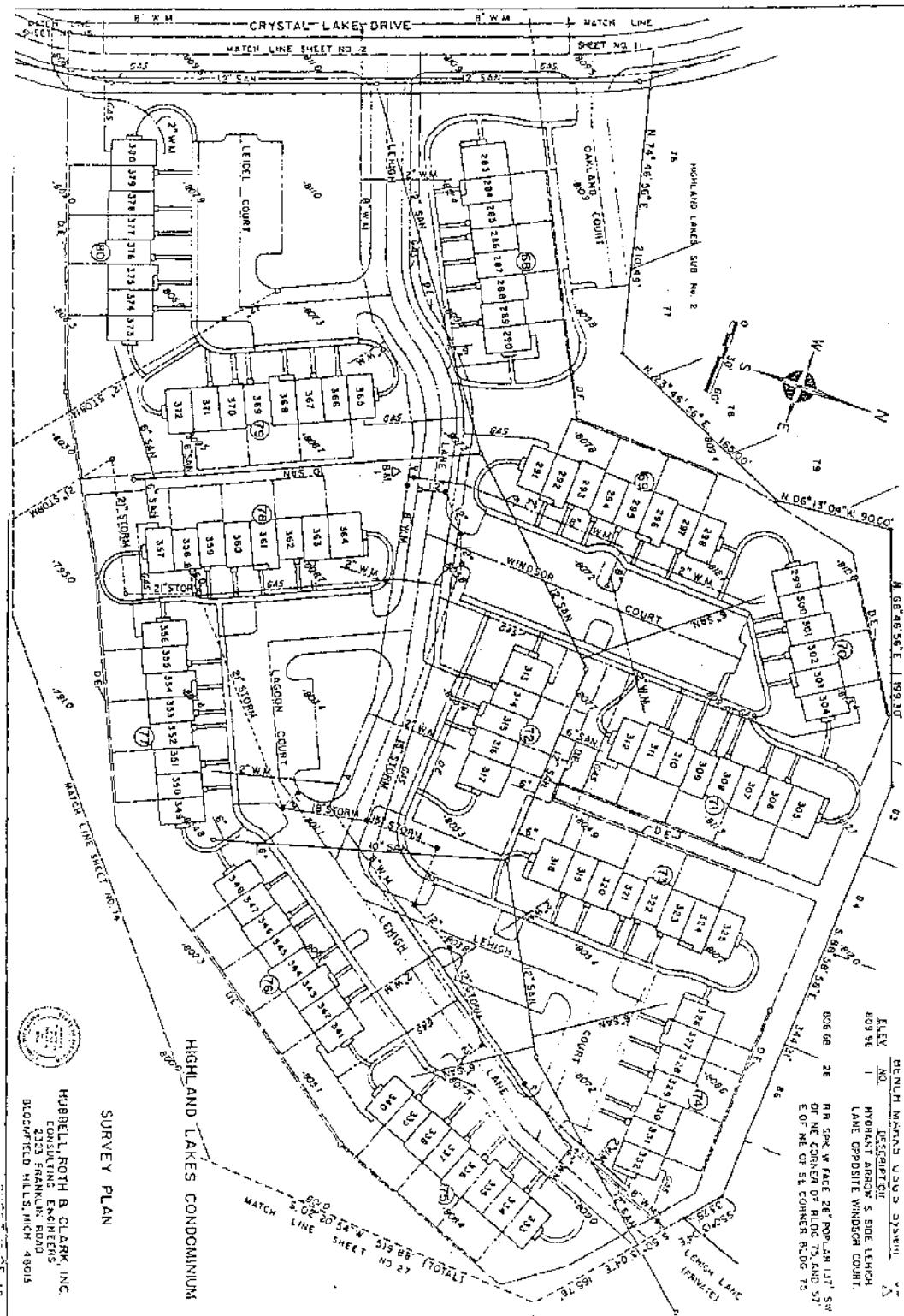
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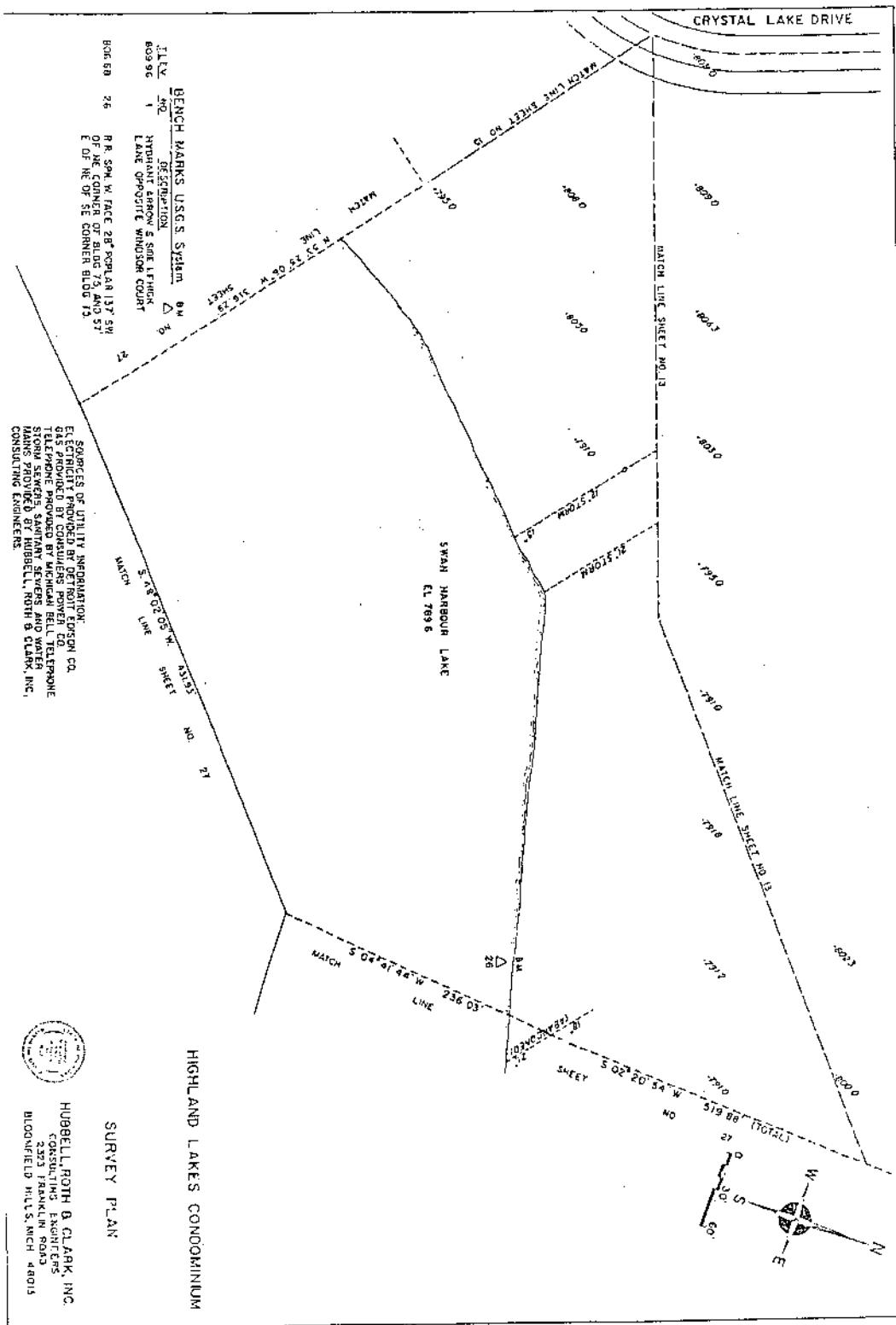


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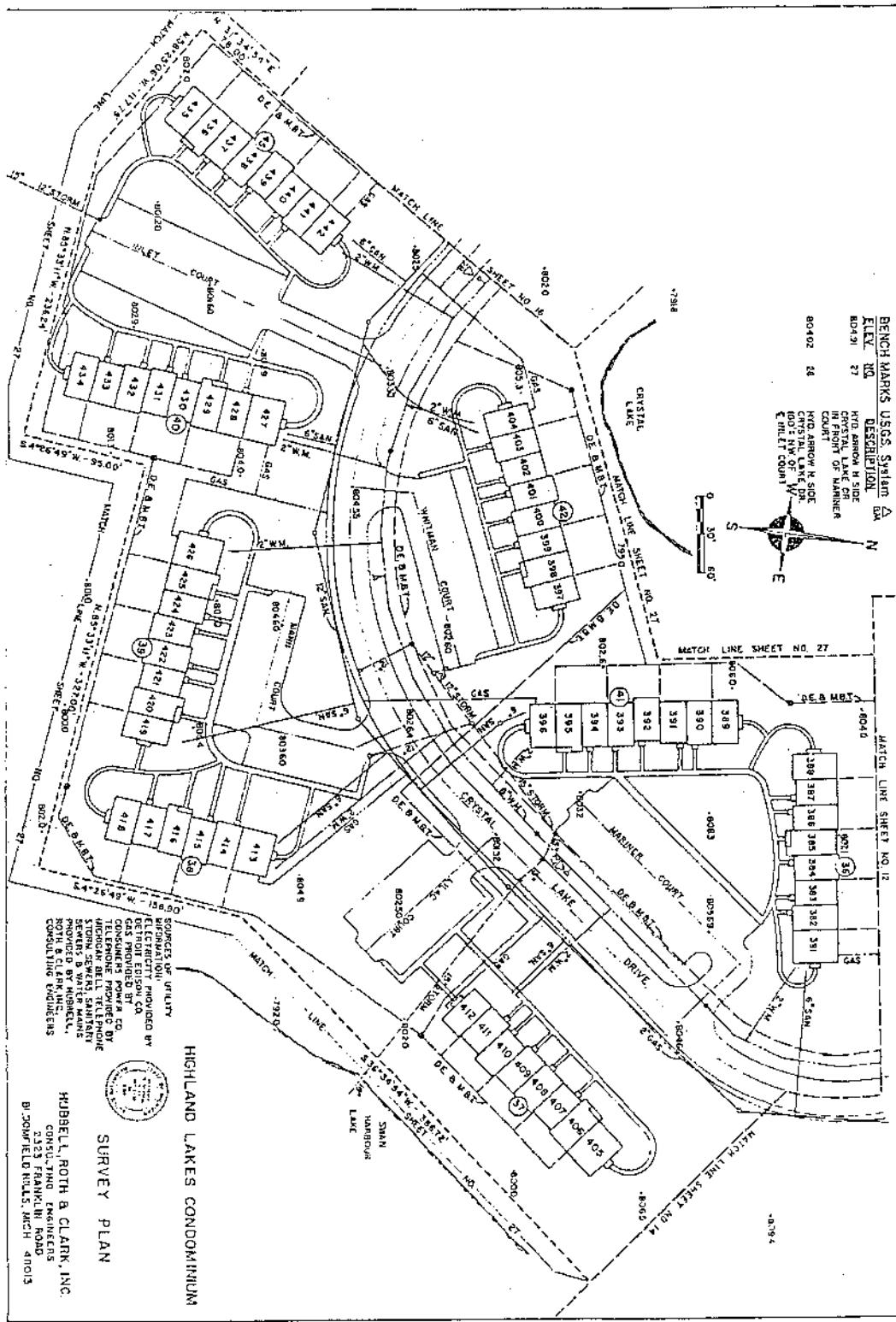


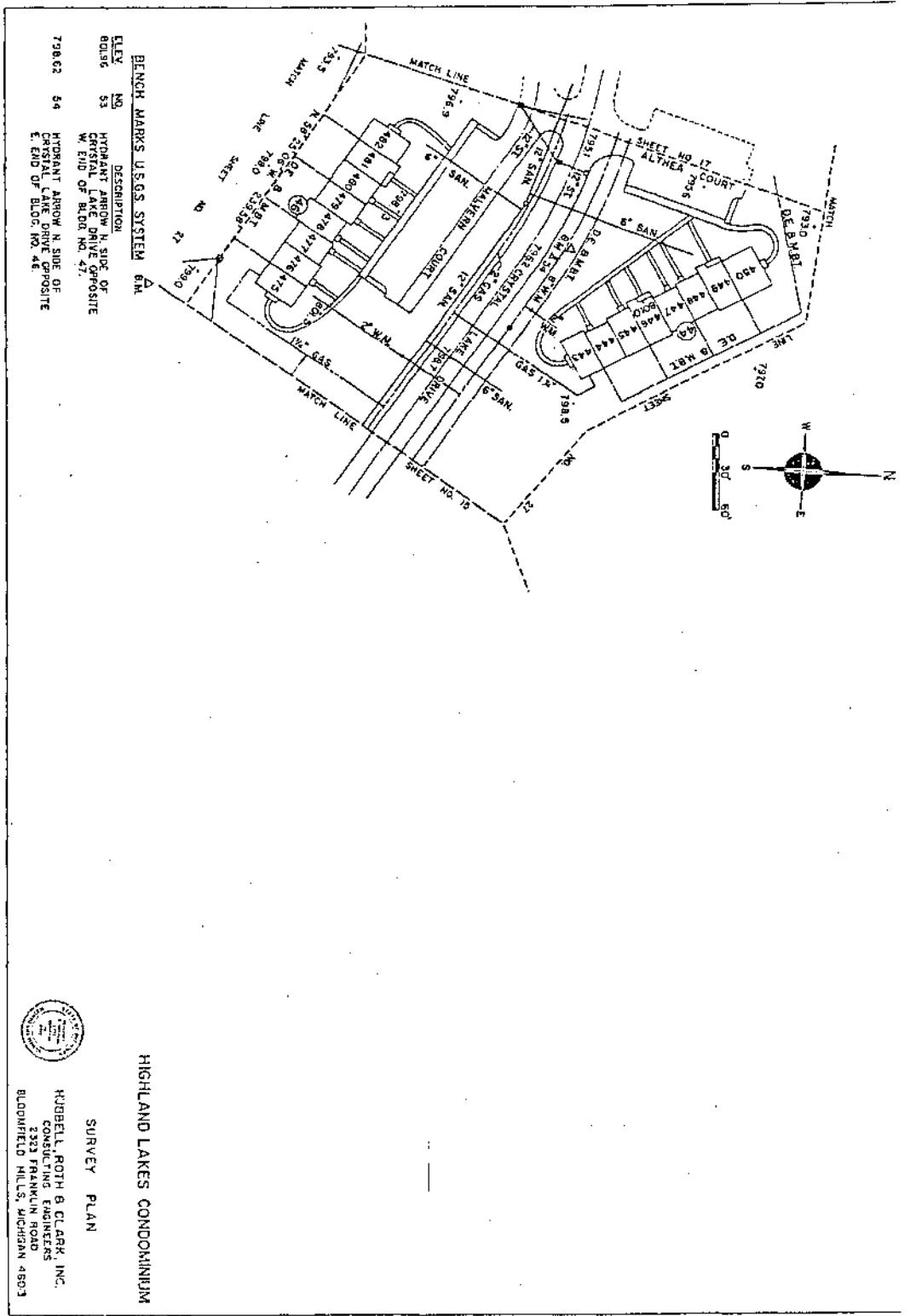
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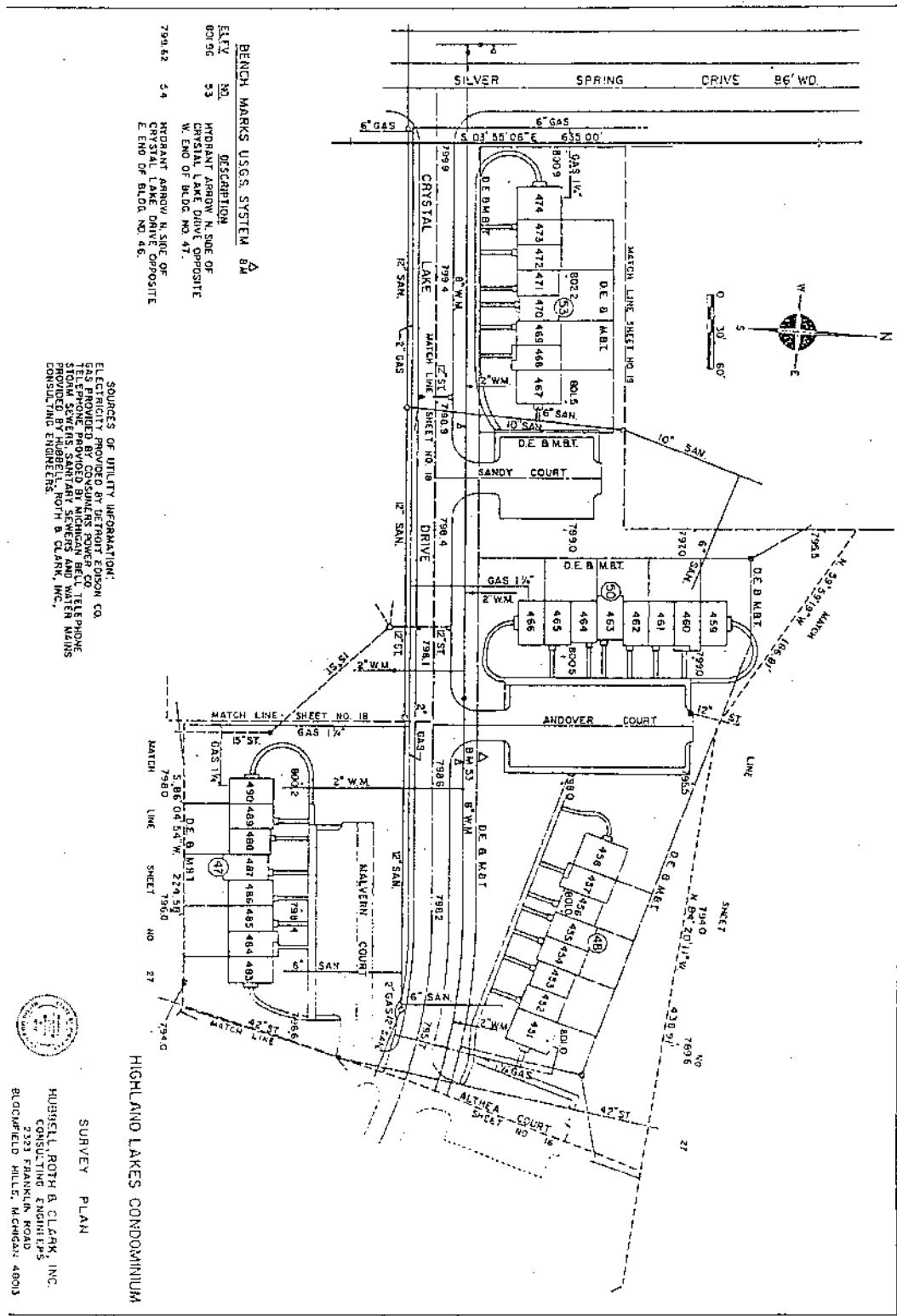




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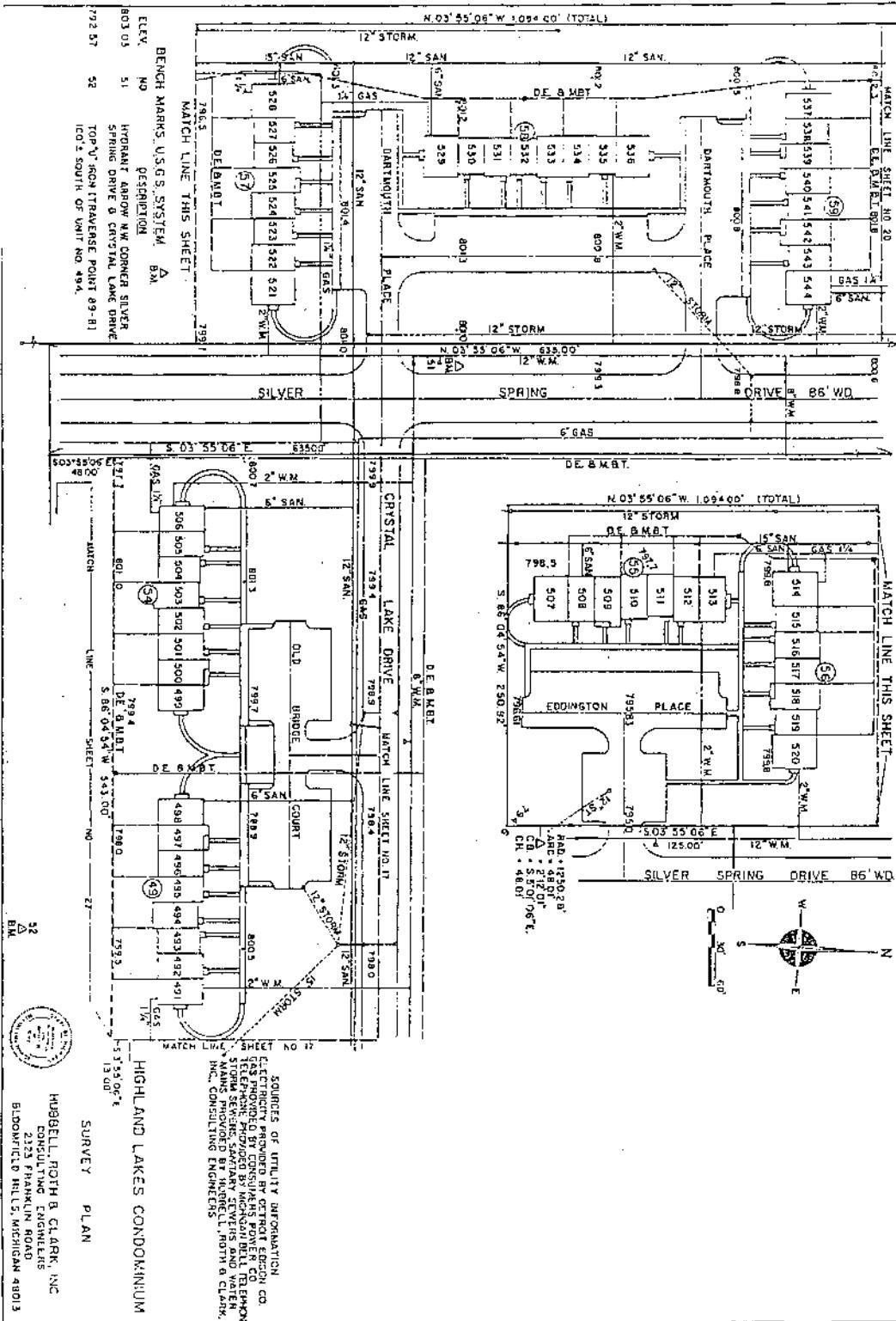




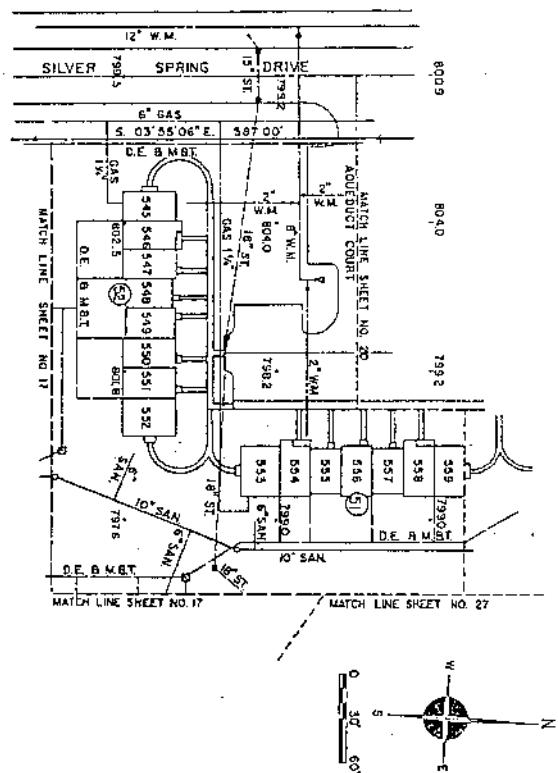
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
2220 FRANKLIN ROAD
BLOOMFIELD HILLS, MICHIGAN 48021

Survey Plan

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HIGHLAND LAKES CONDOMINIUM

SURVEY BY NY

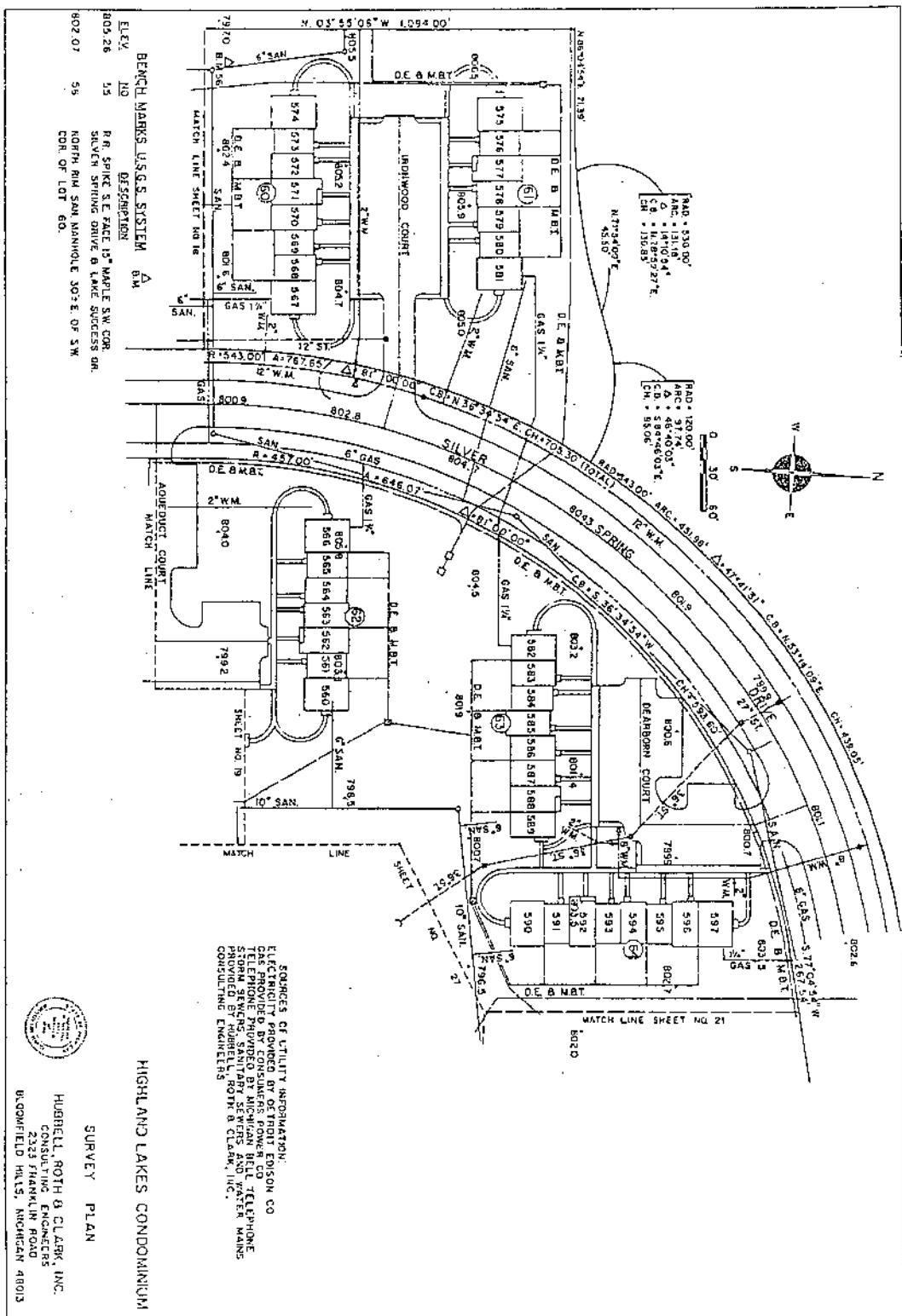
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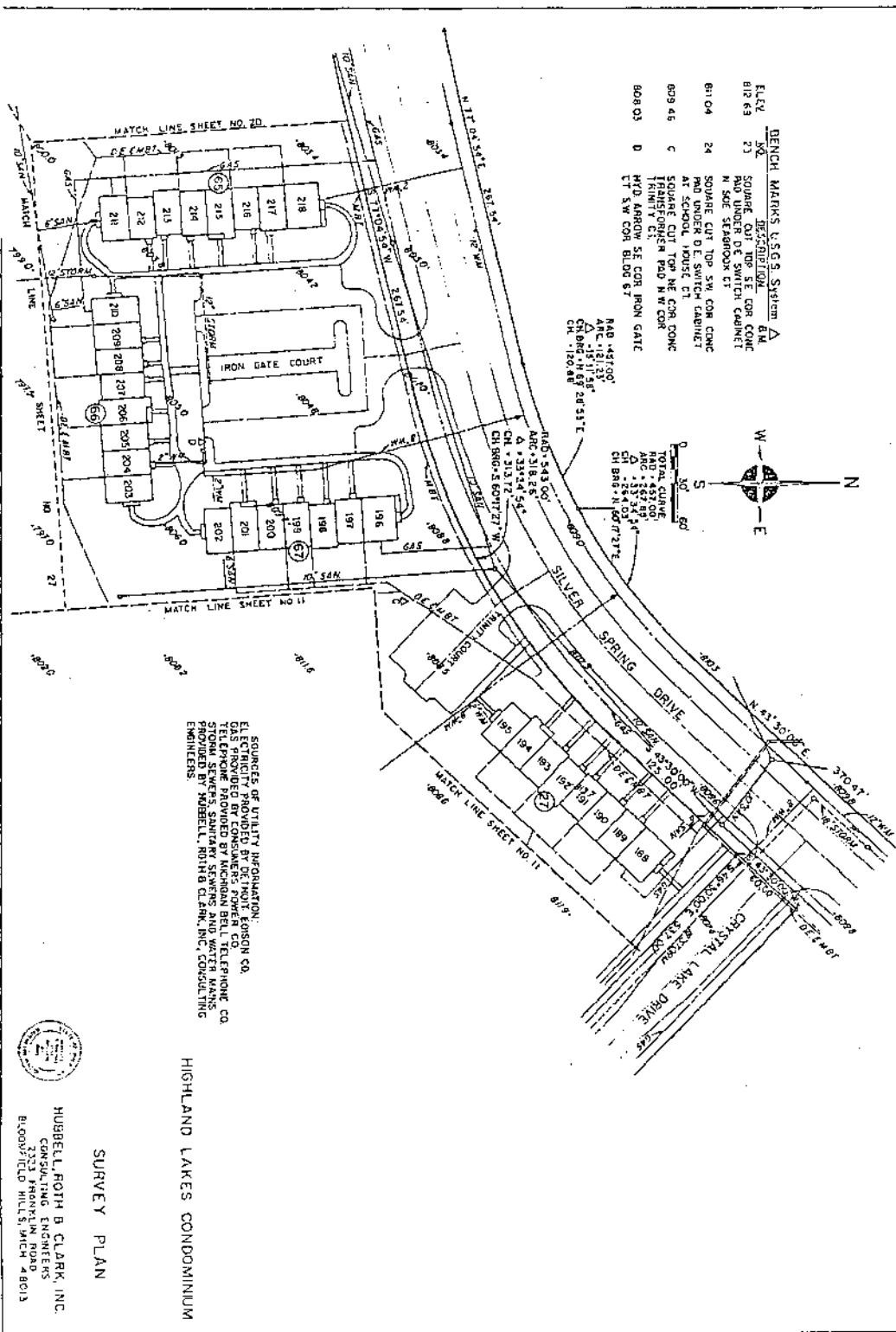
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2323 FRANKLIN ROAD
BLOOMFIELD HILLS, MICHIGAN 48013

Highland Lakes Condominium Association

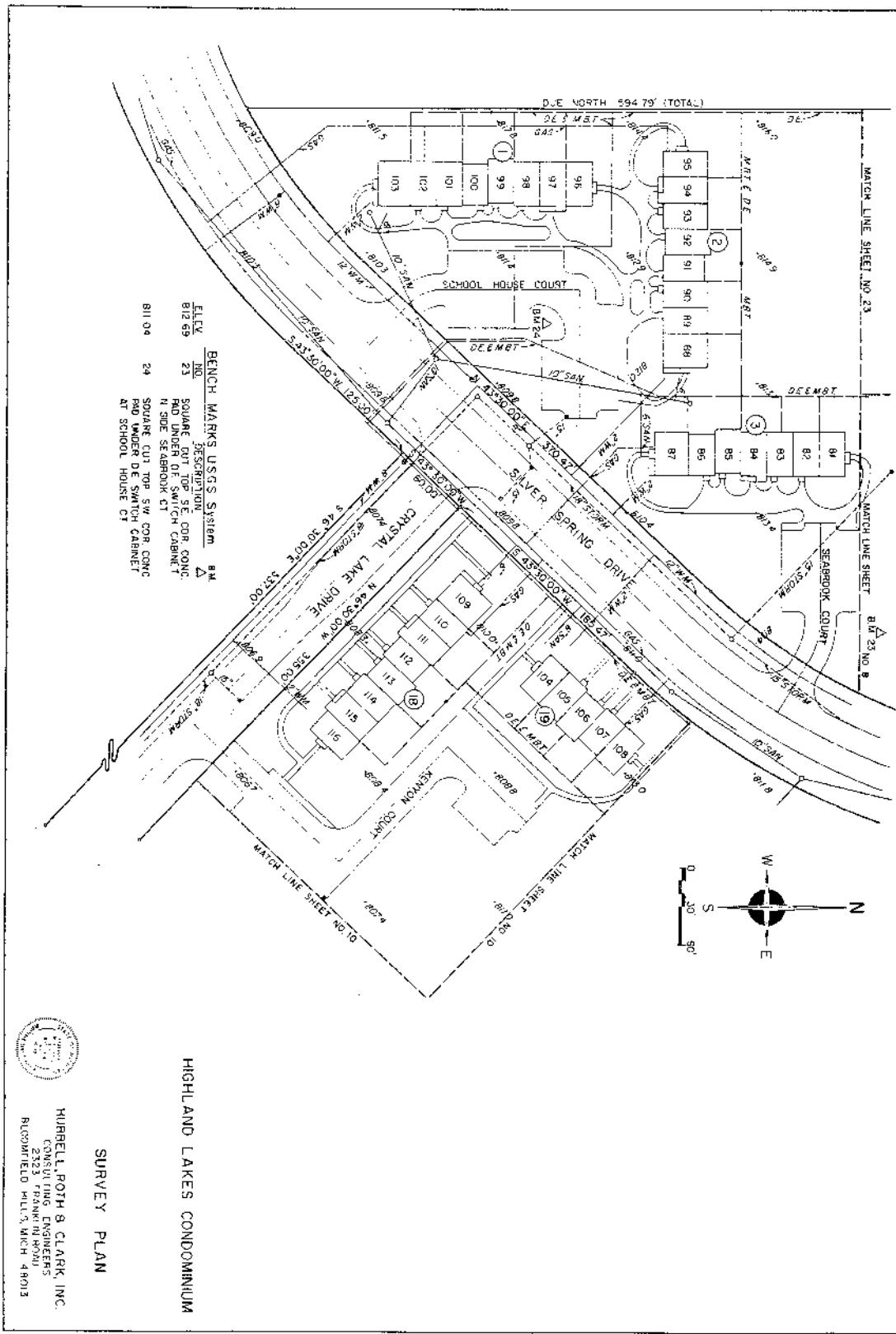
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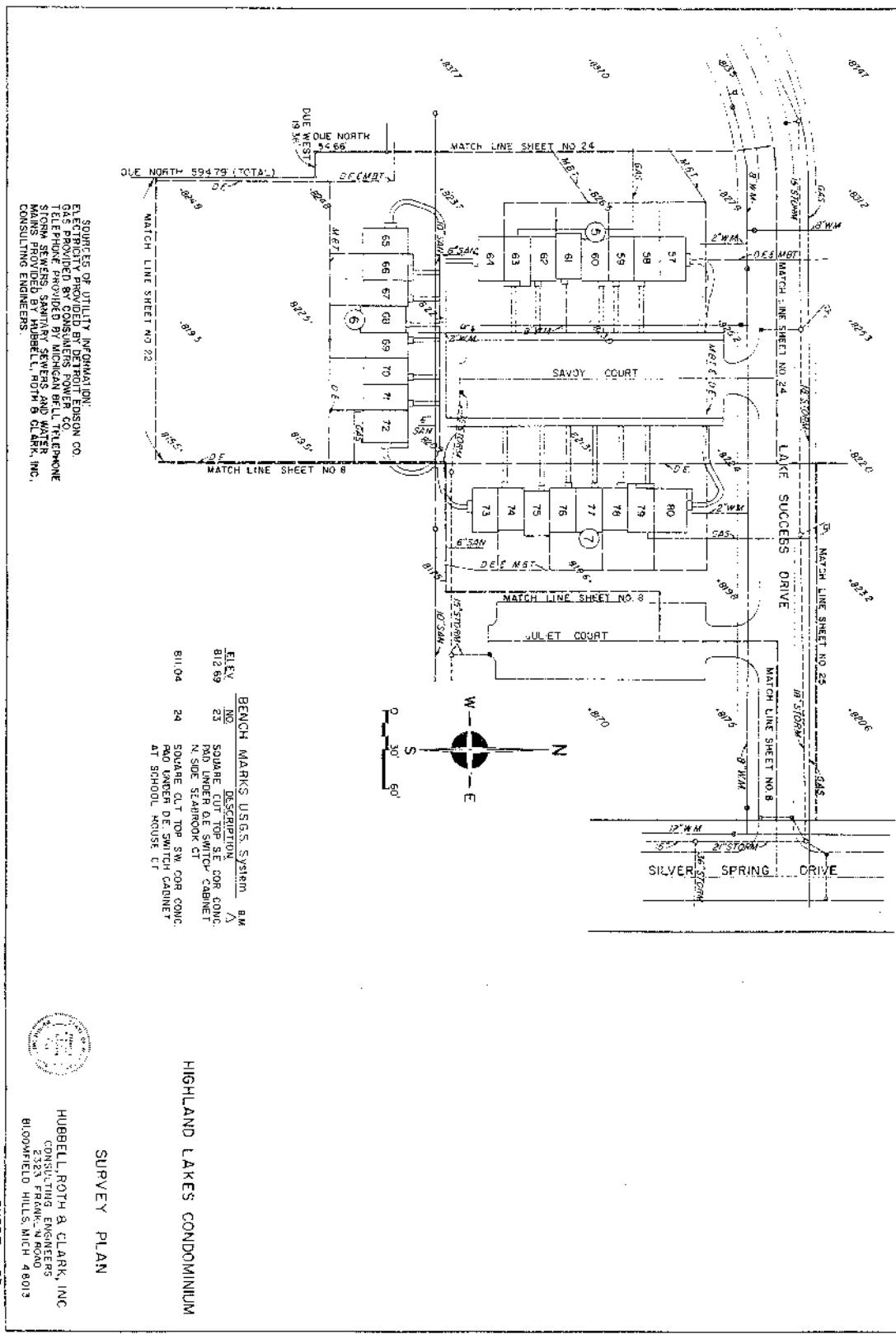
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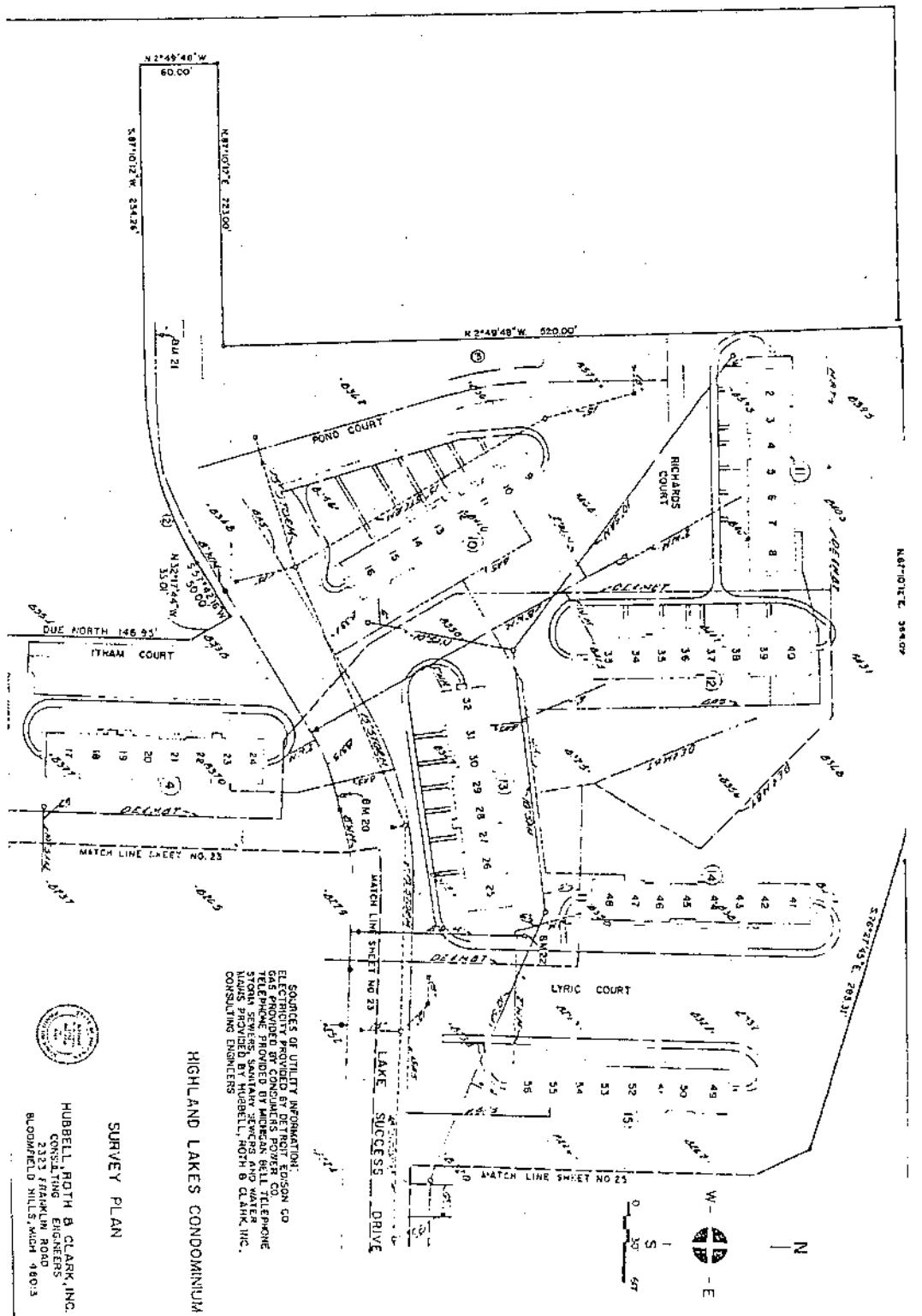
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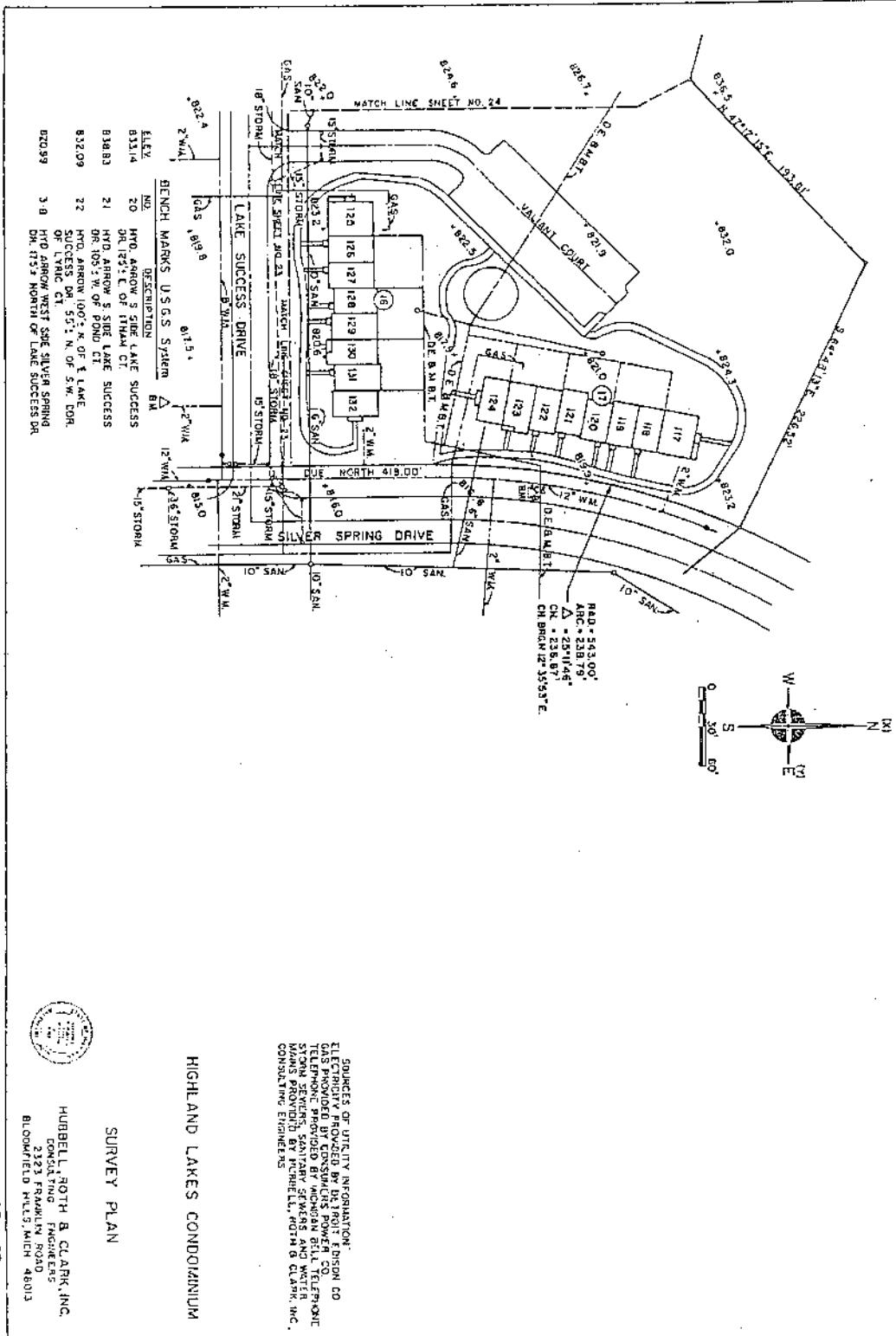
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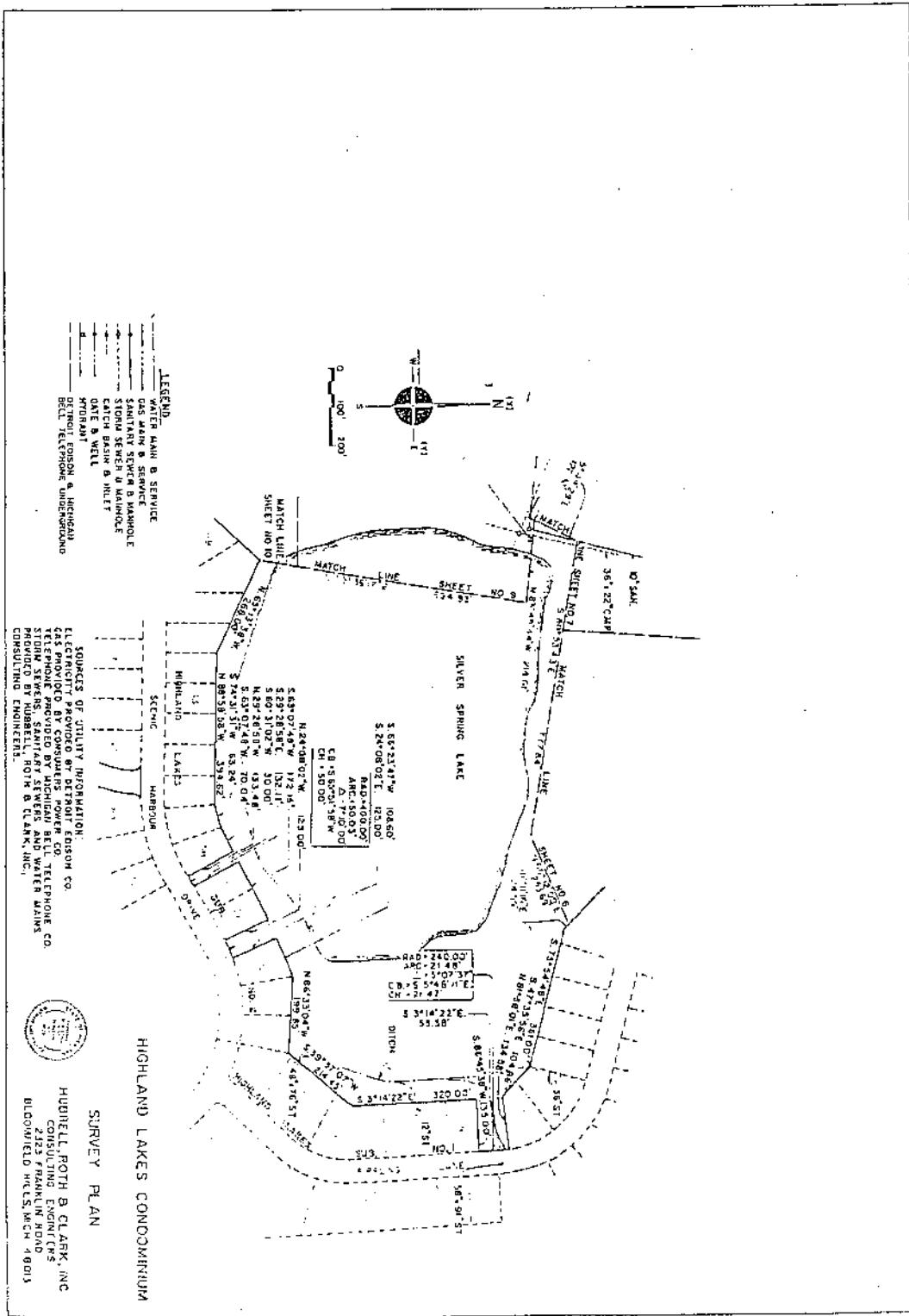
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HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
2323 FRANKLIN ROAD
BLOOMFIELD HILLS, MICH. 48013

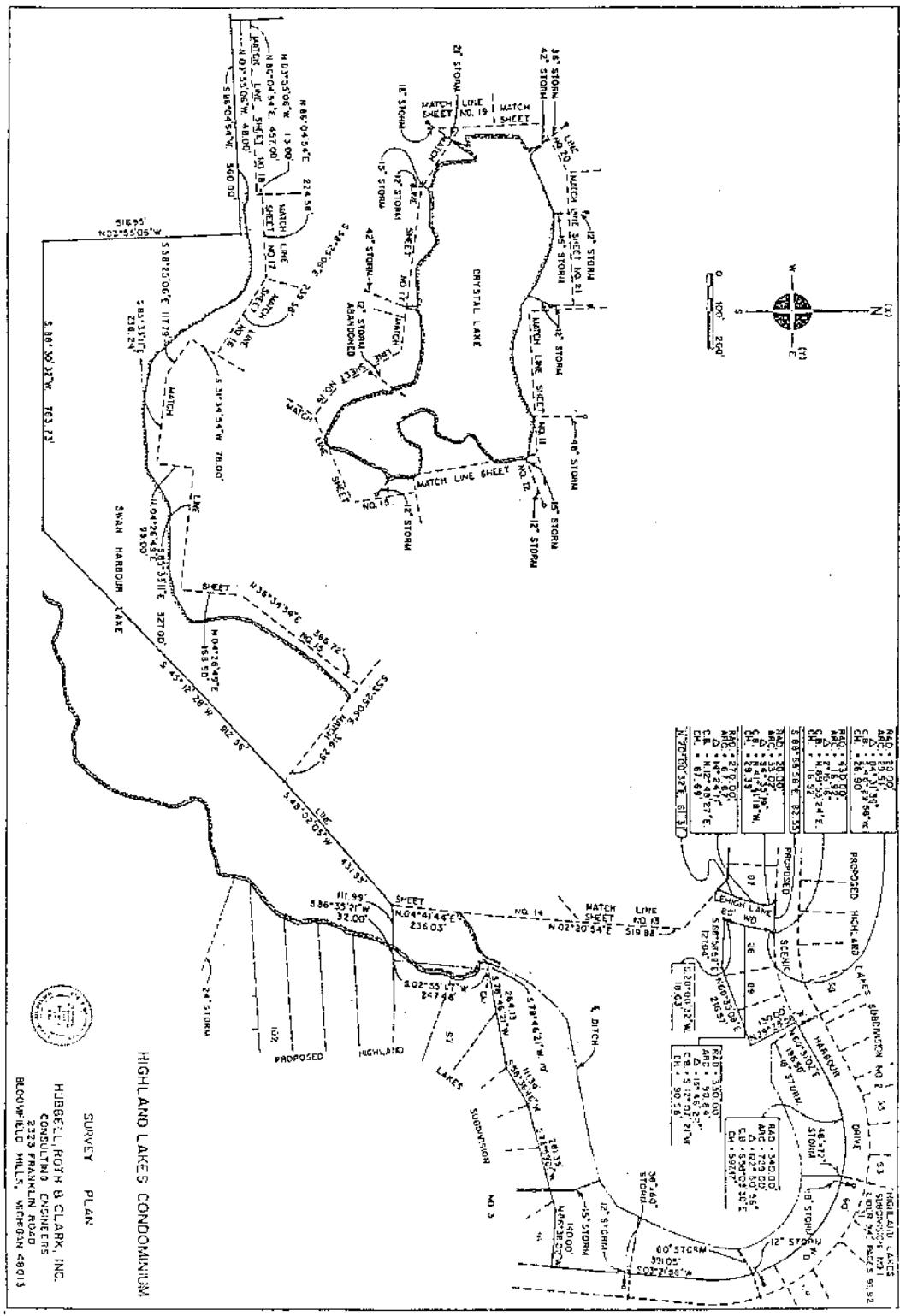
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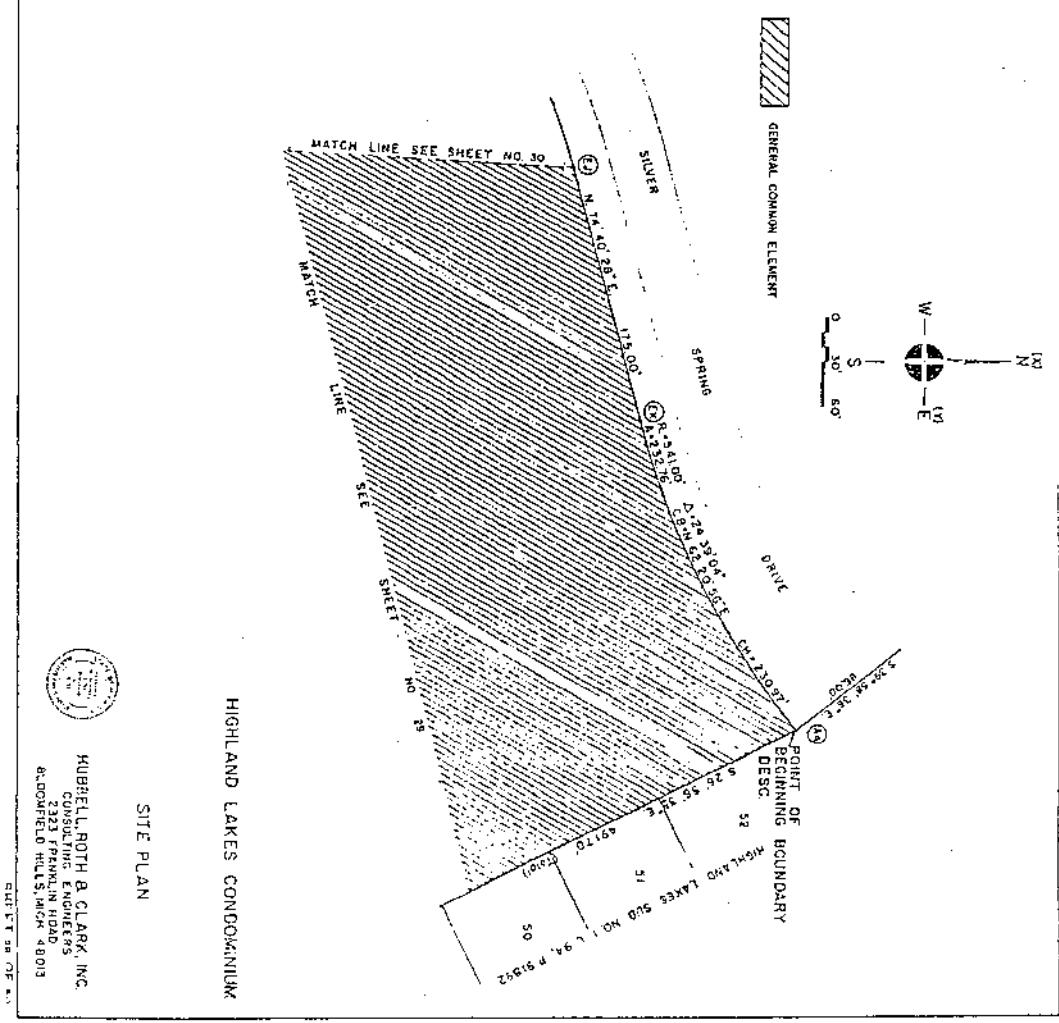
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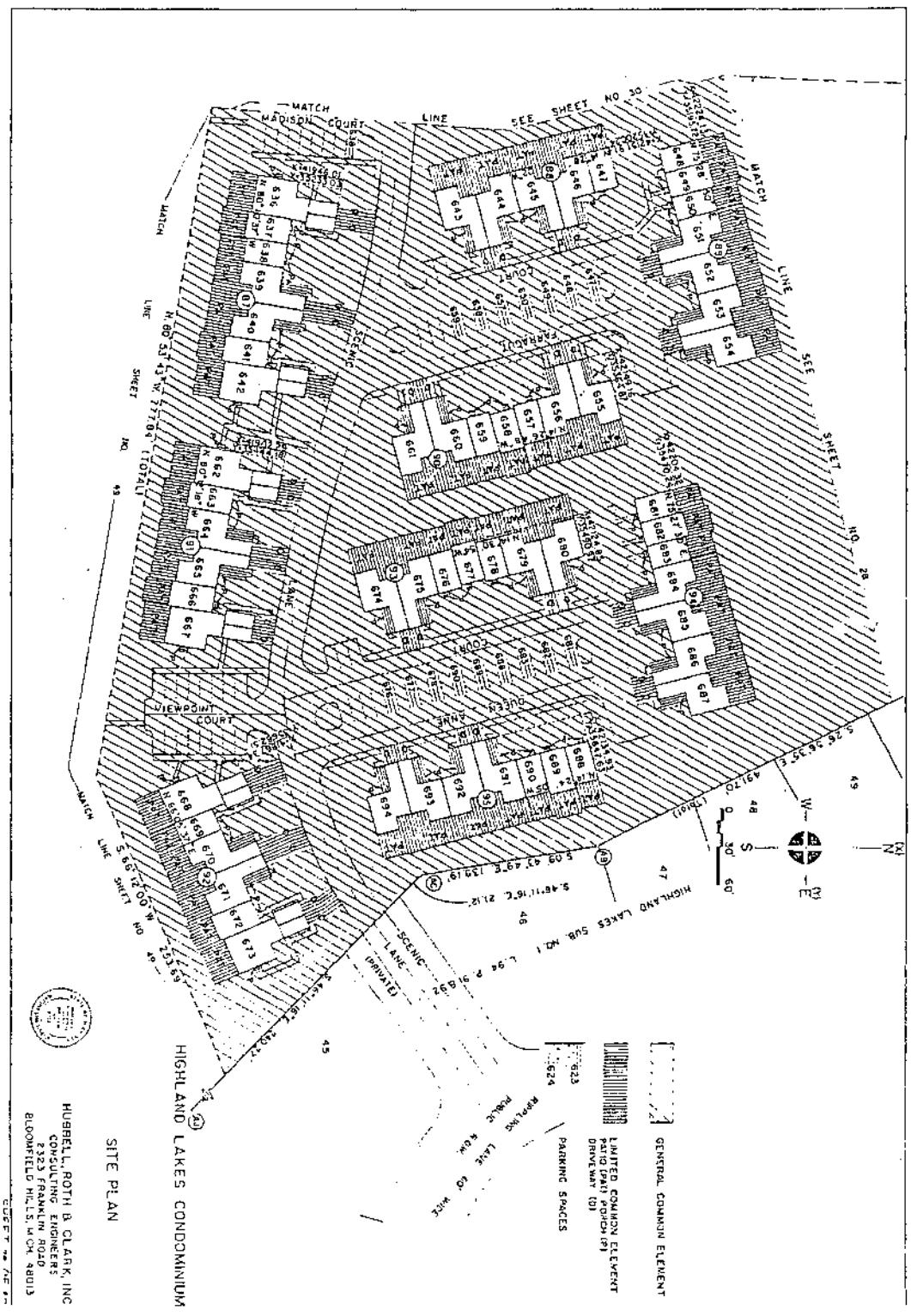


HIGHLAND LAKES CONDOMINIUM

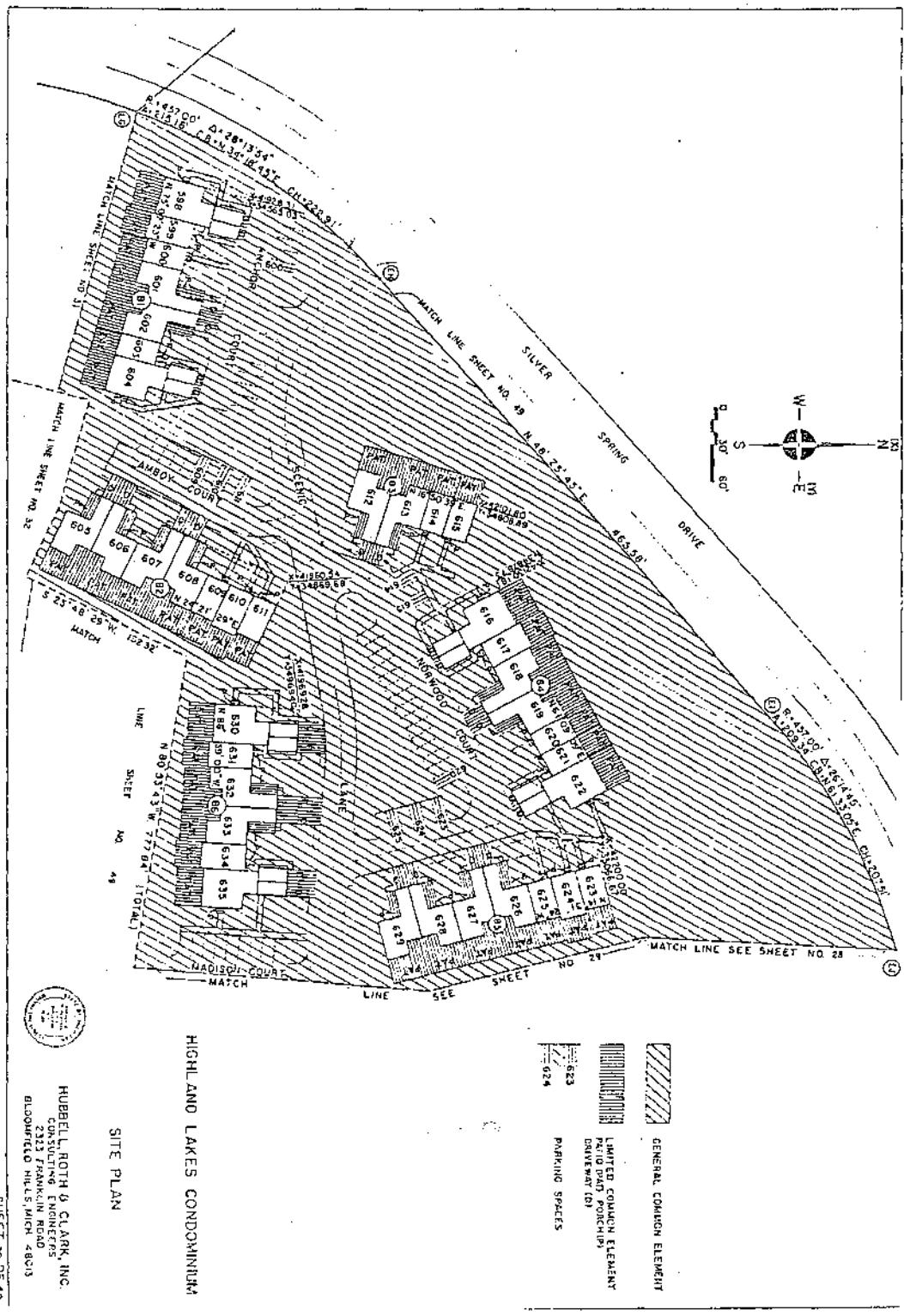
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HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
2323 FRANKLIN ROAD
BIRMINGHAM HILLS, MICH 48013

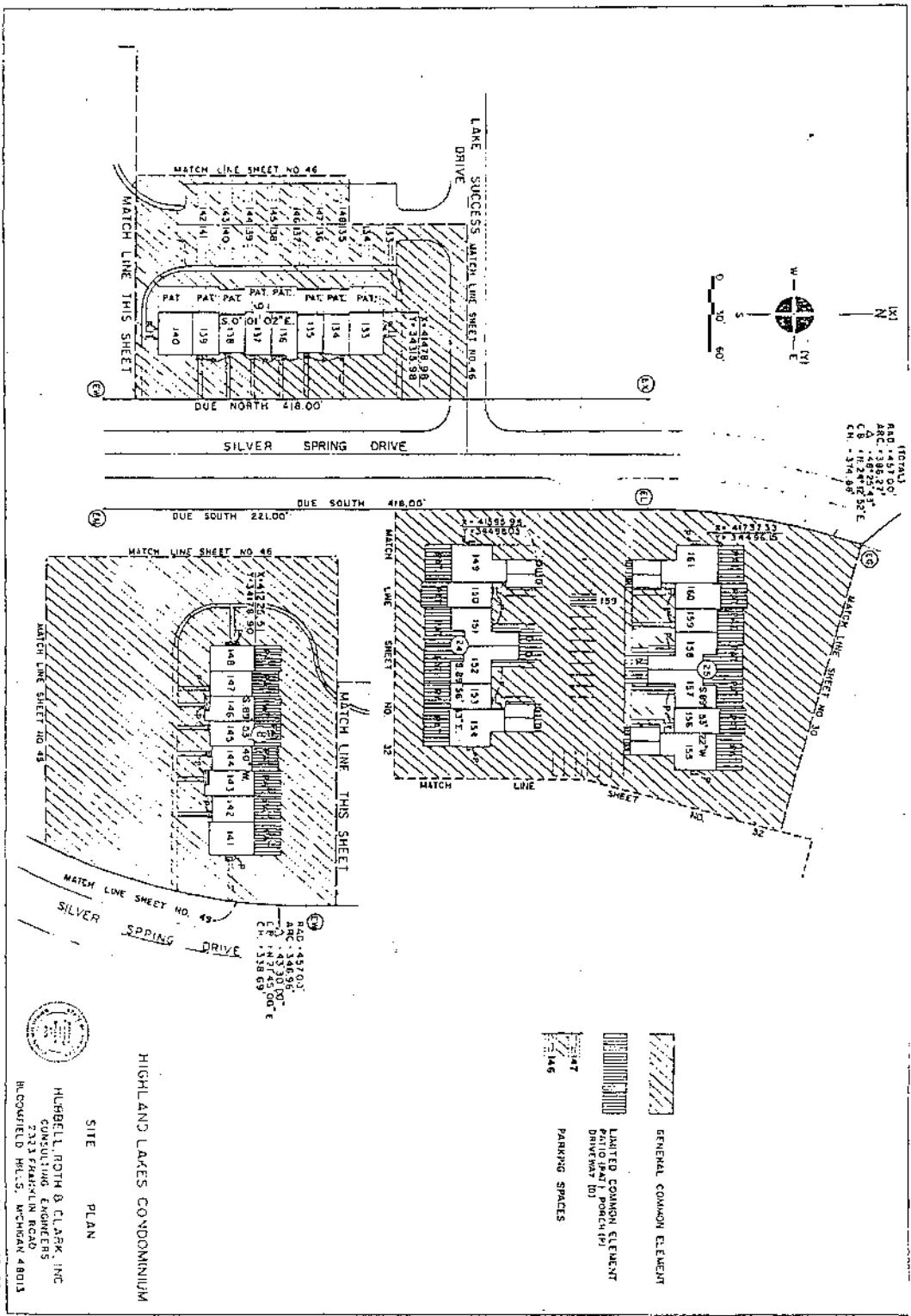
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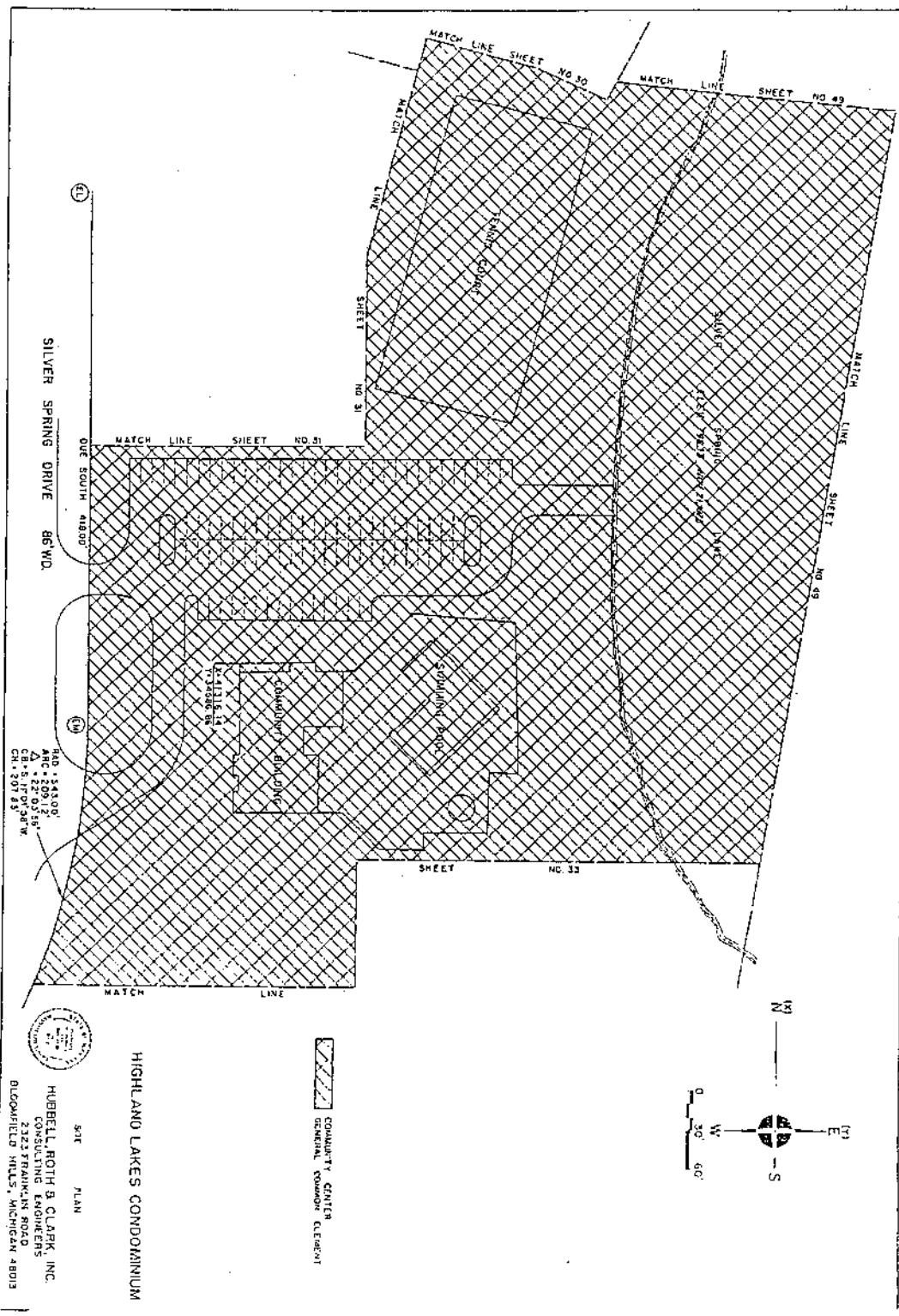
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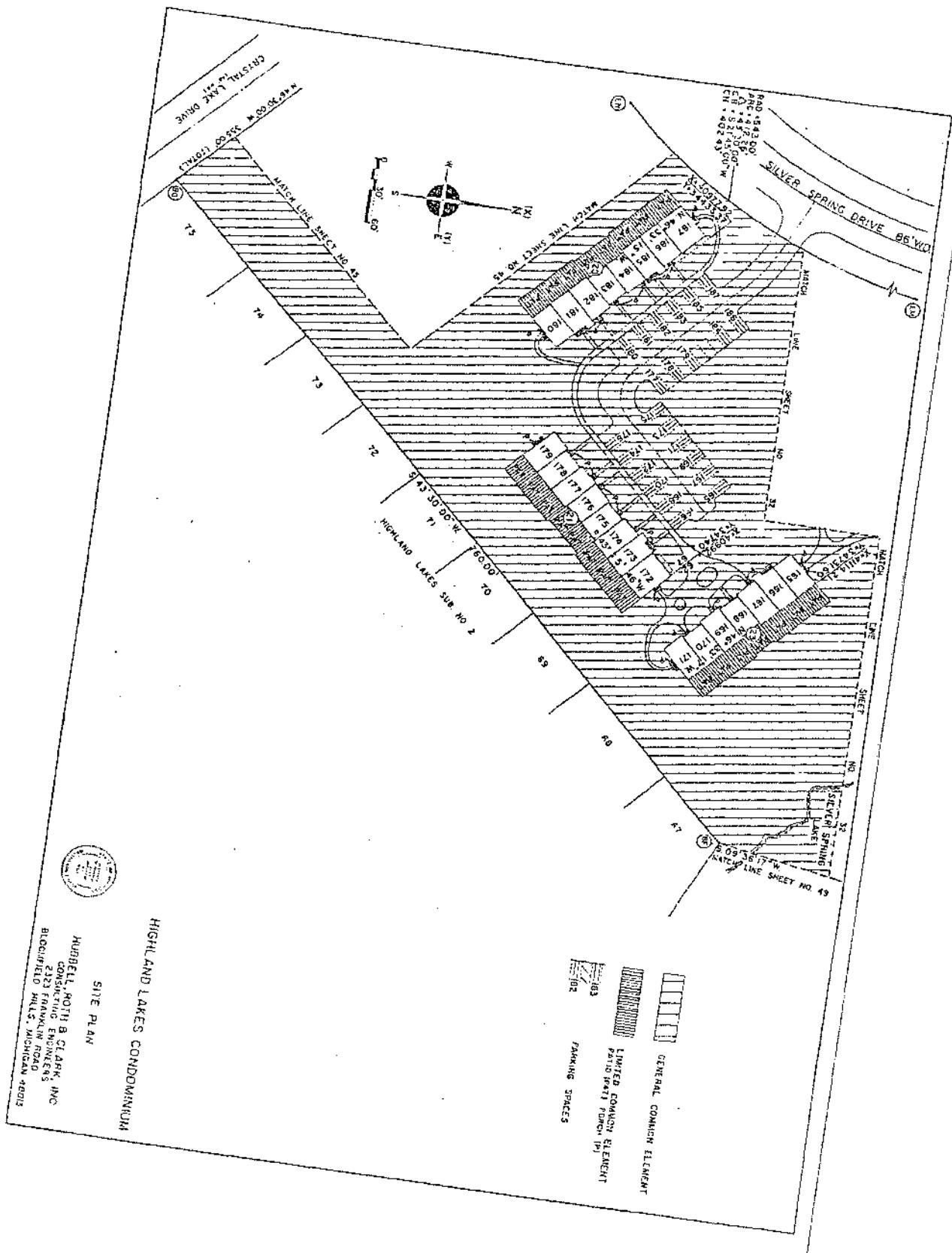
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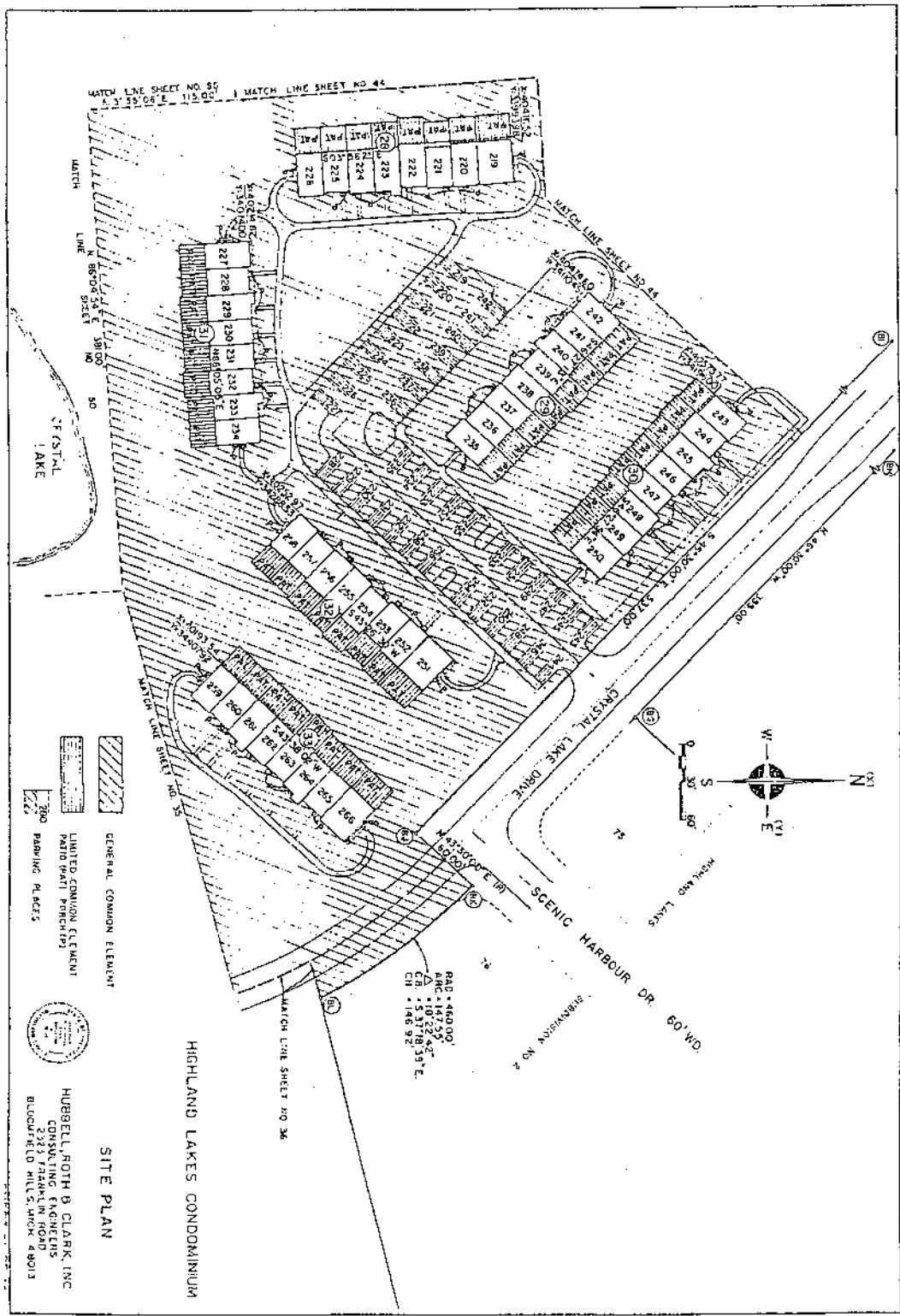
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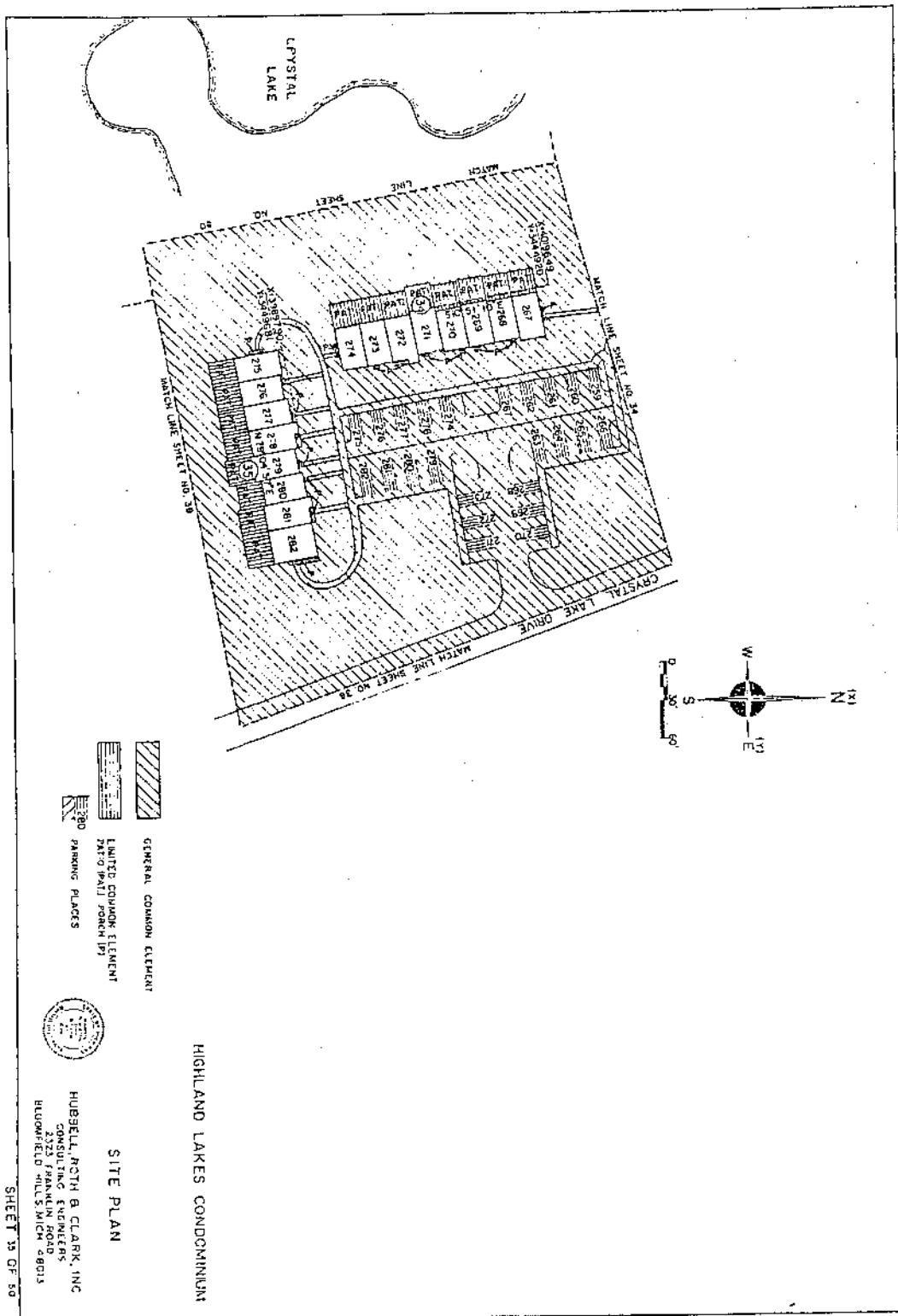
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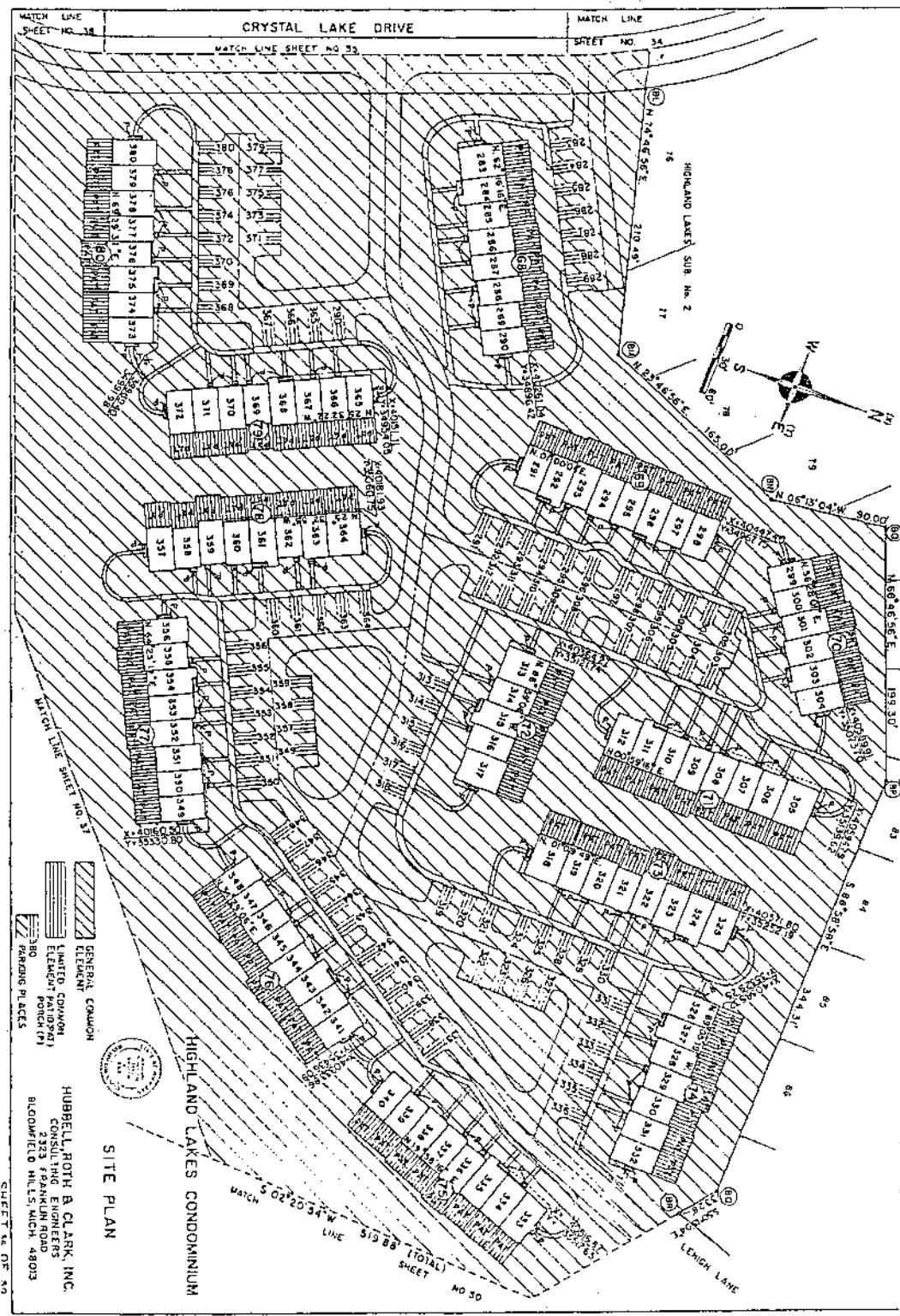
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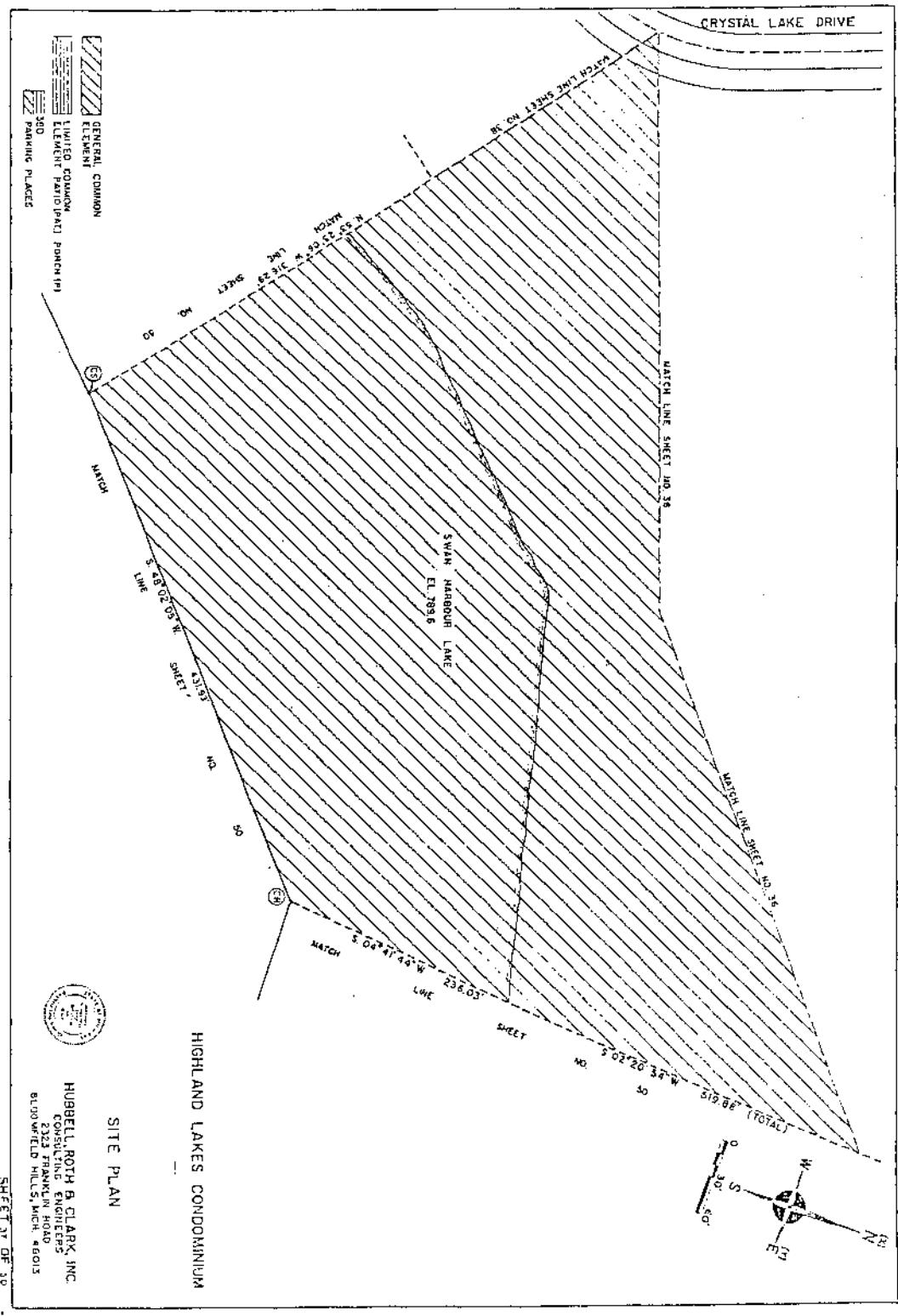
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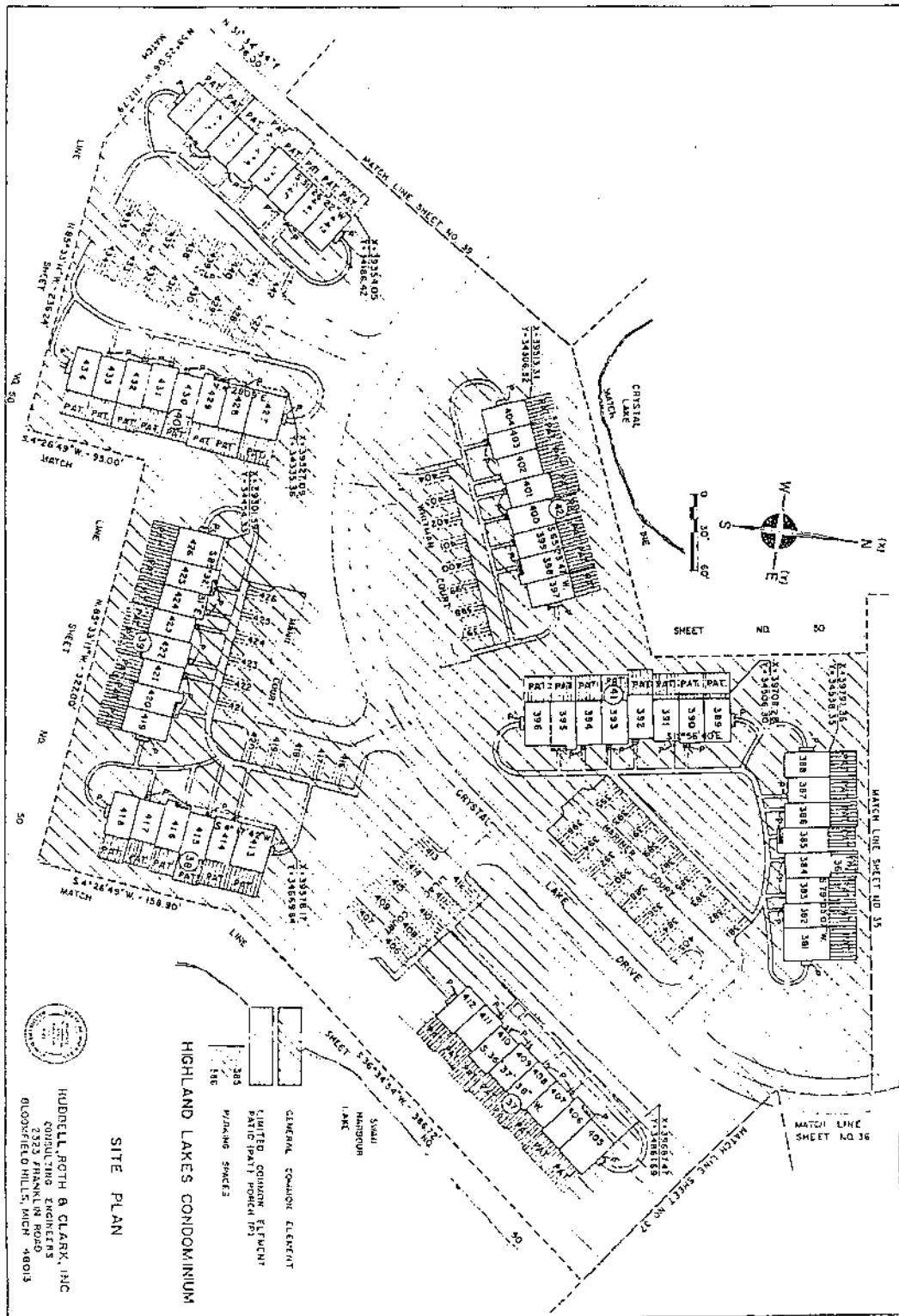
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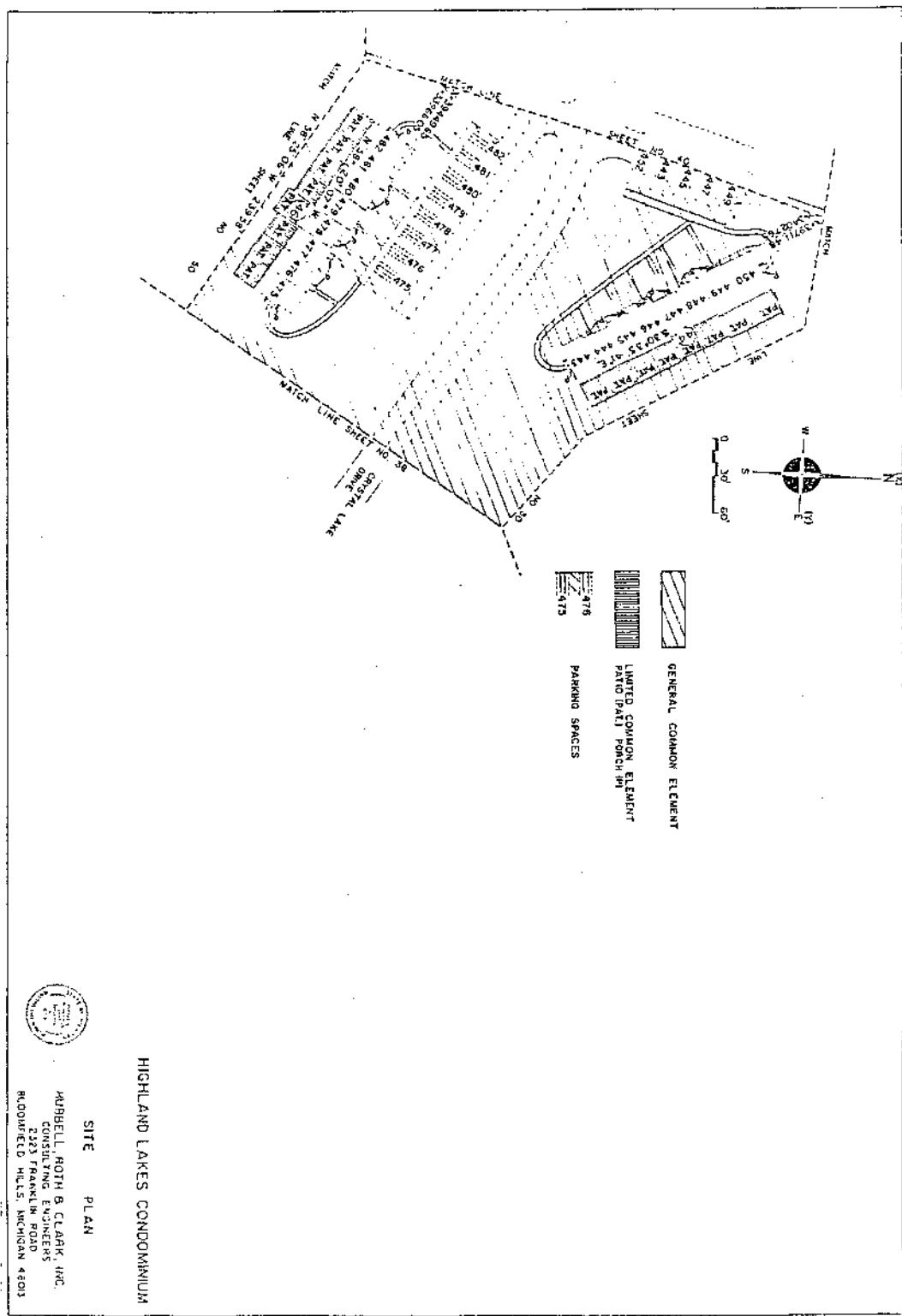
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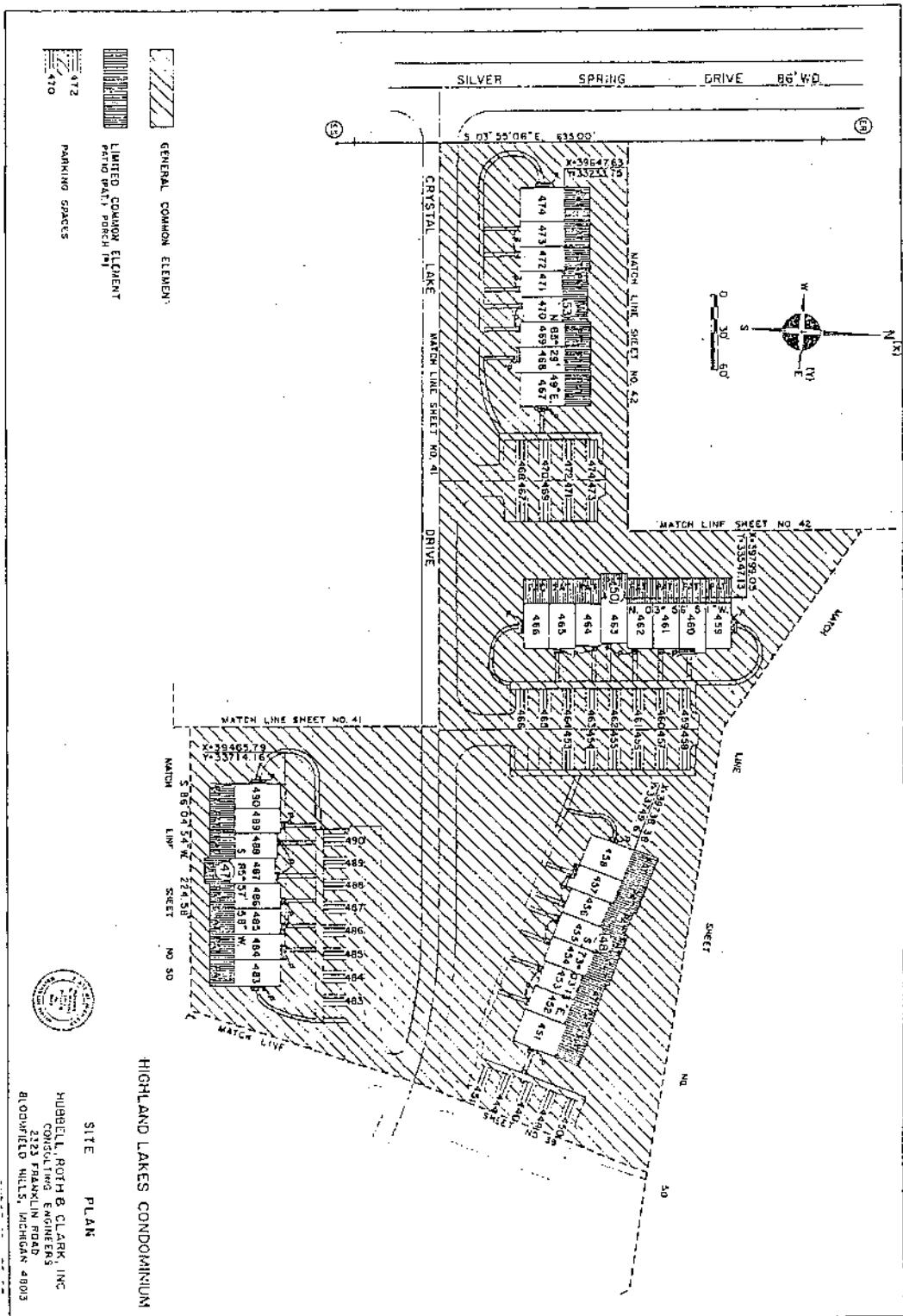


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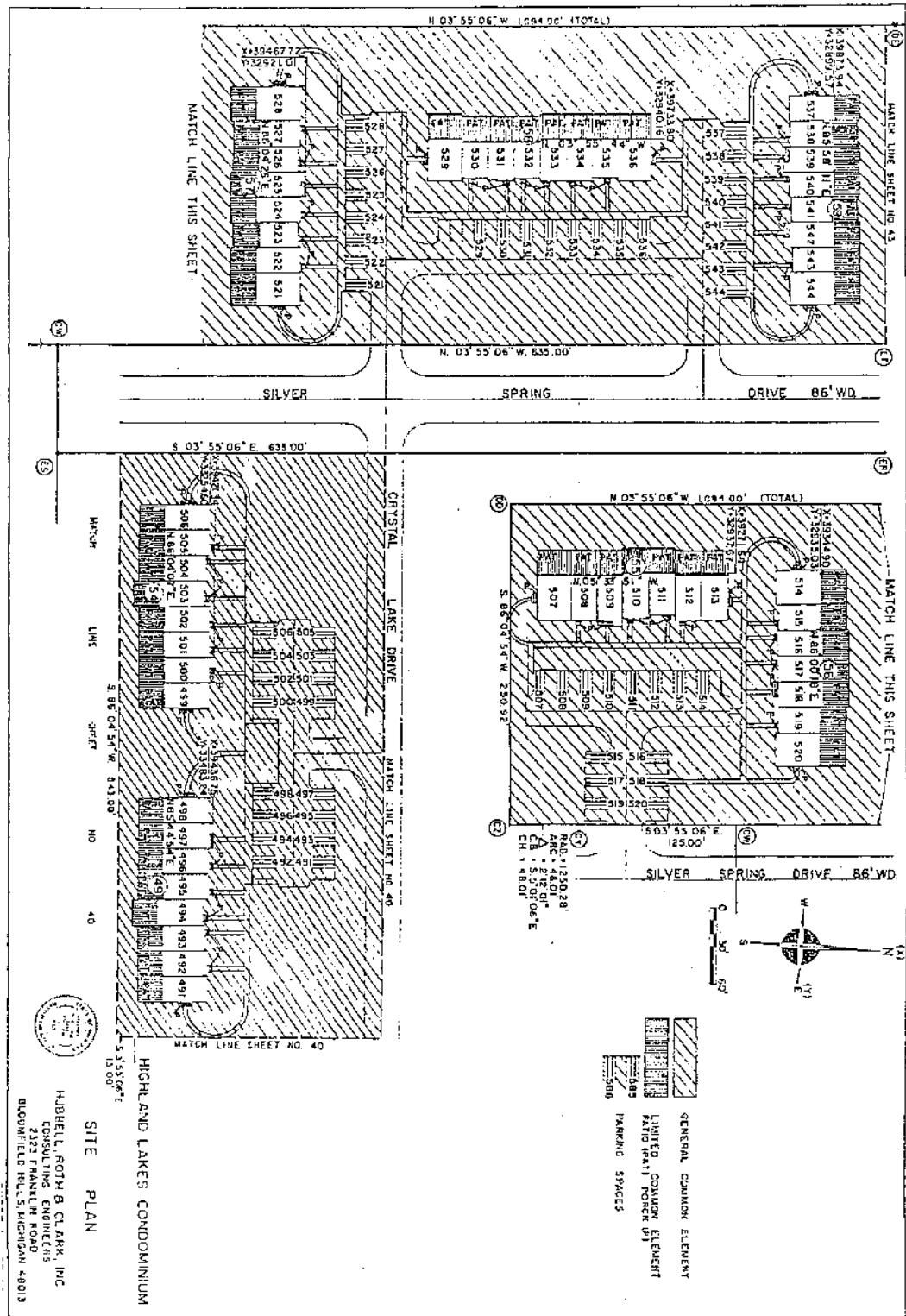


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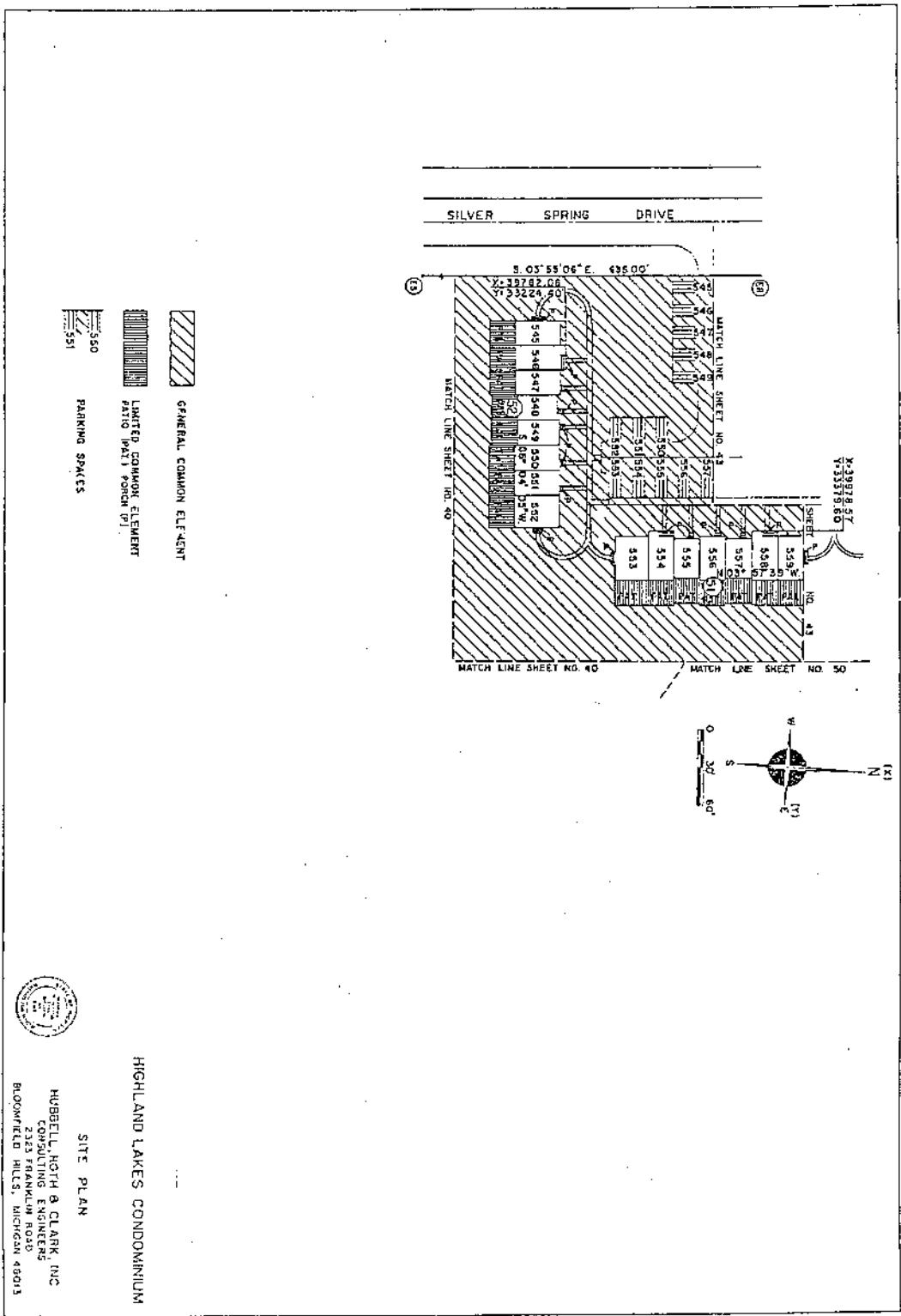




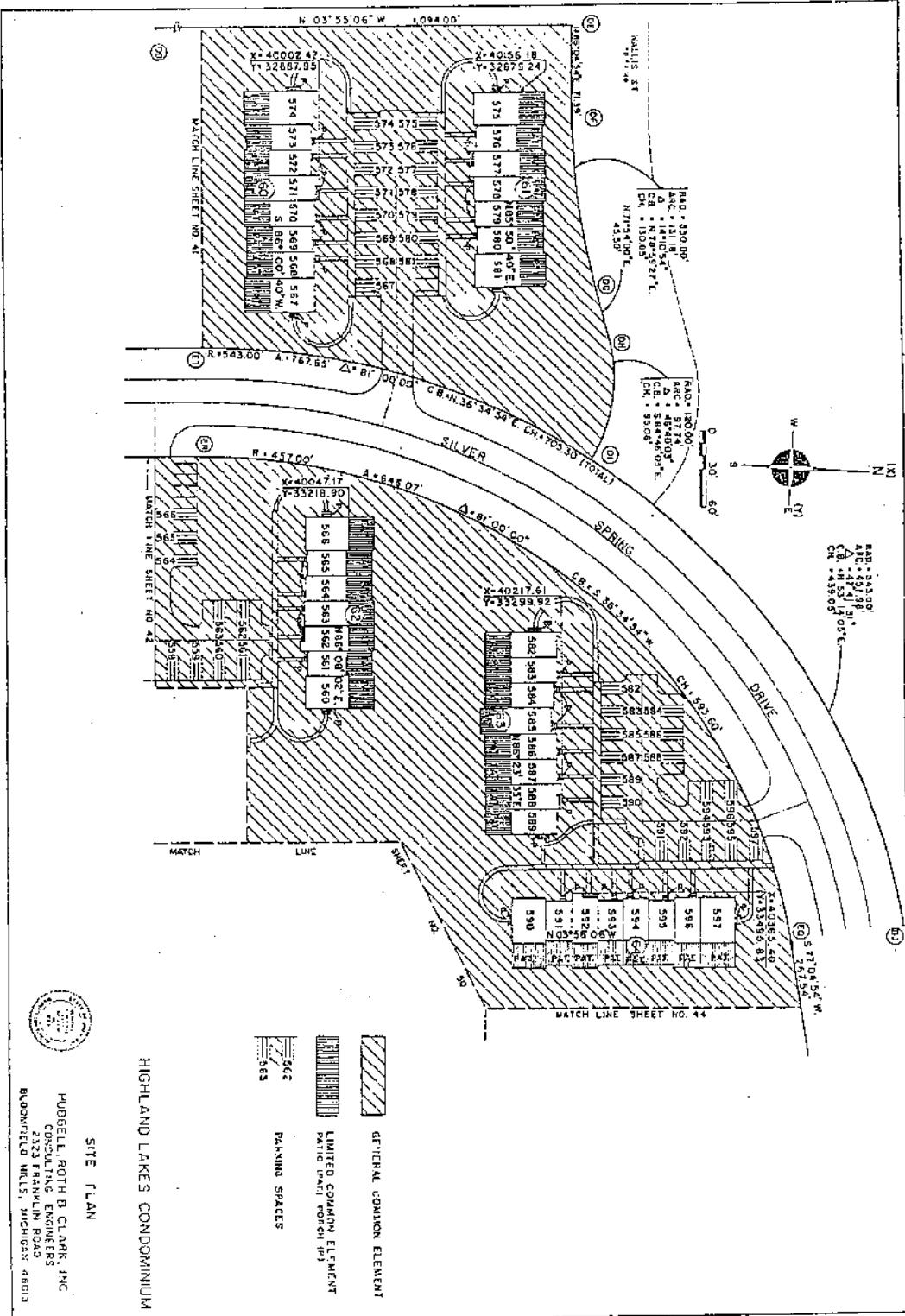
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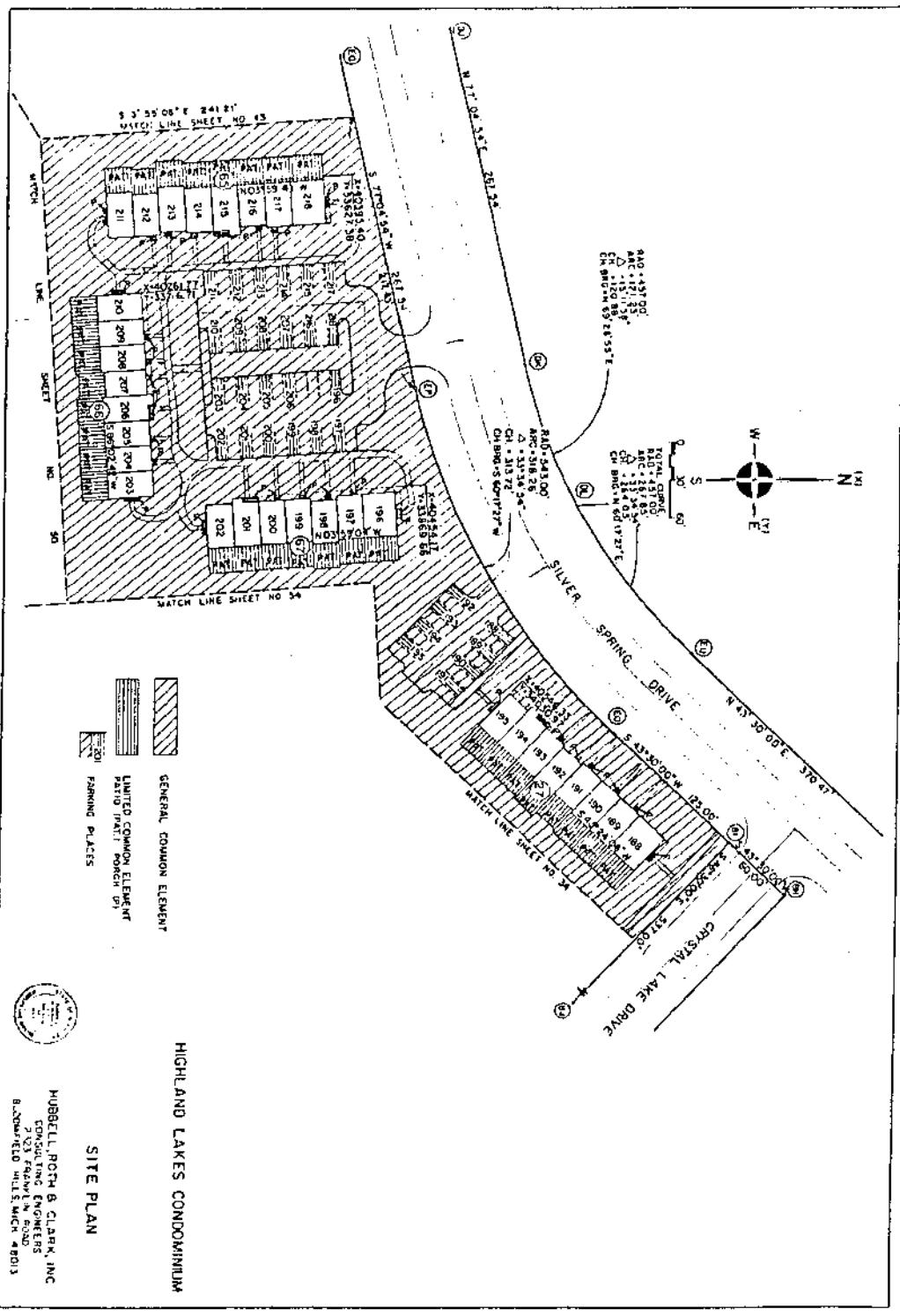
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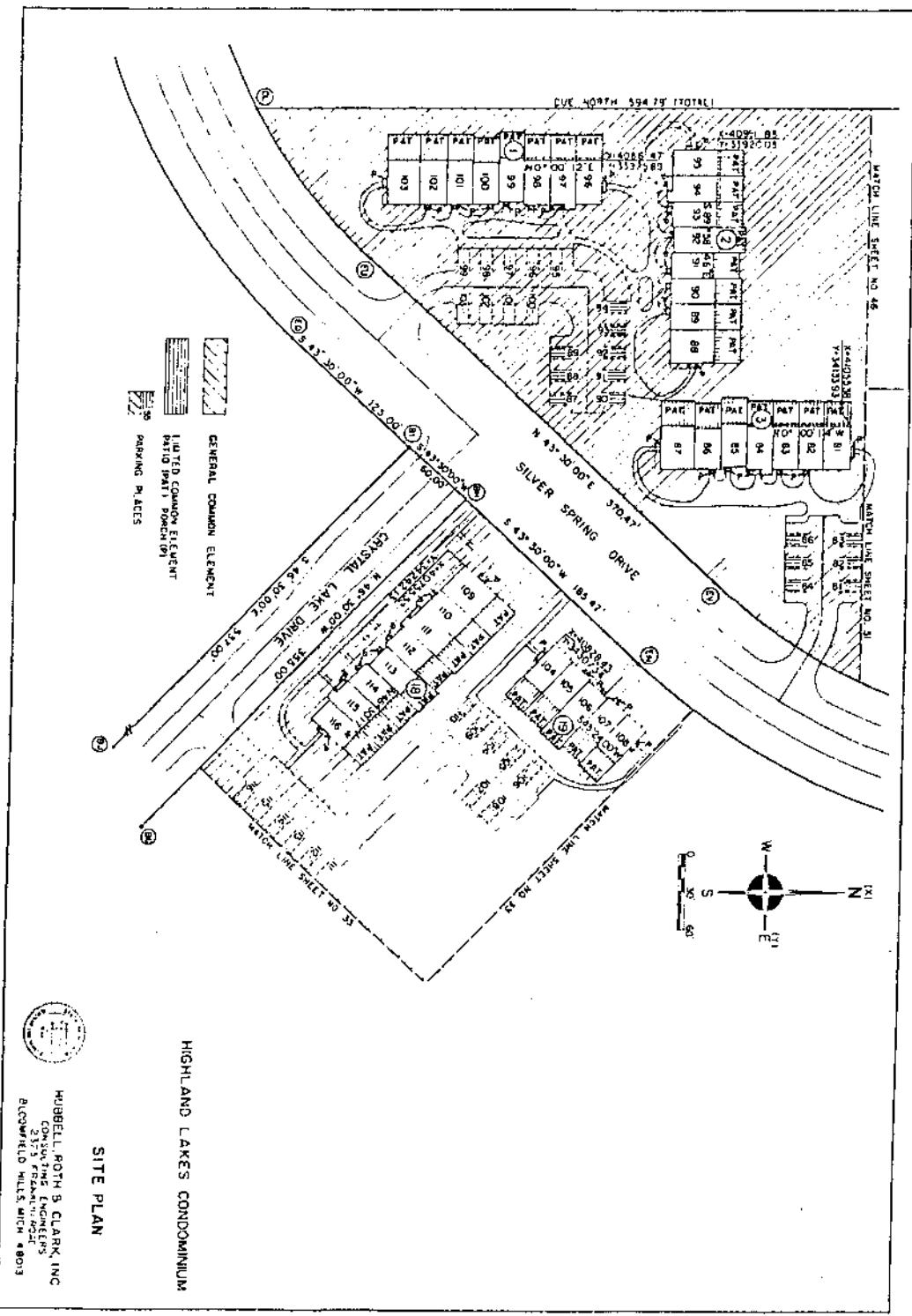
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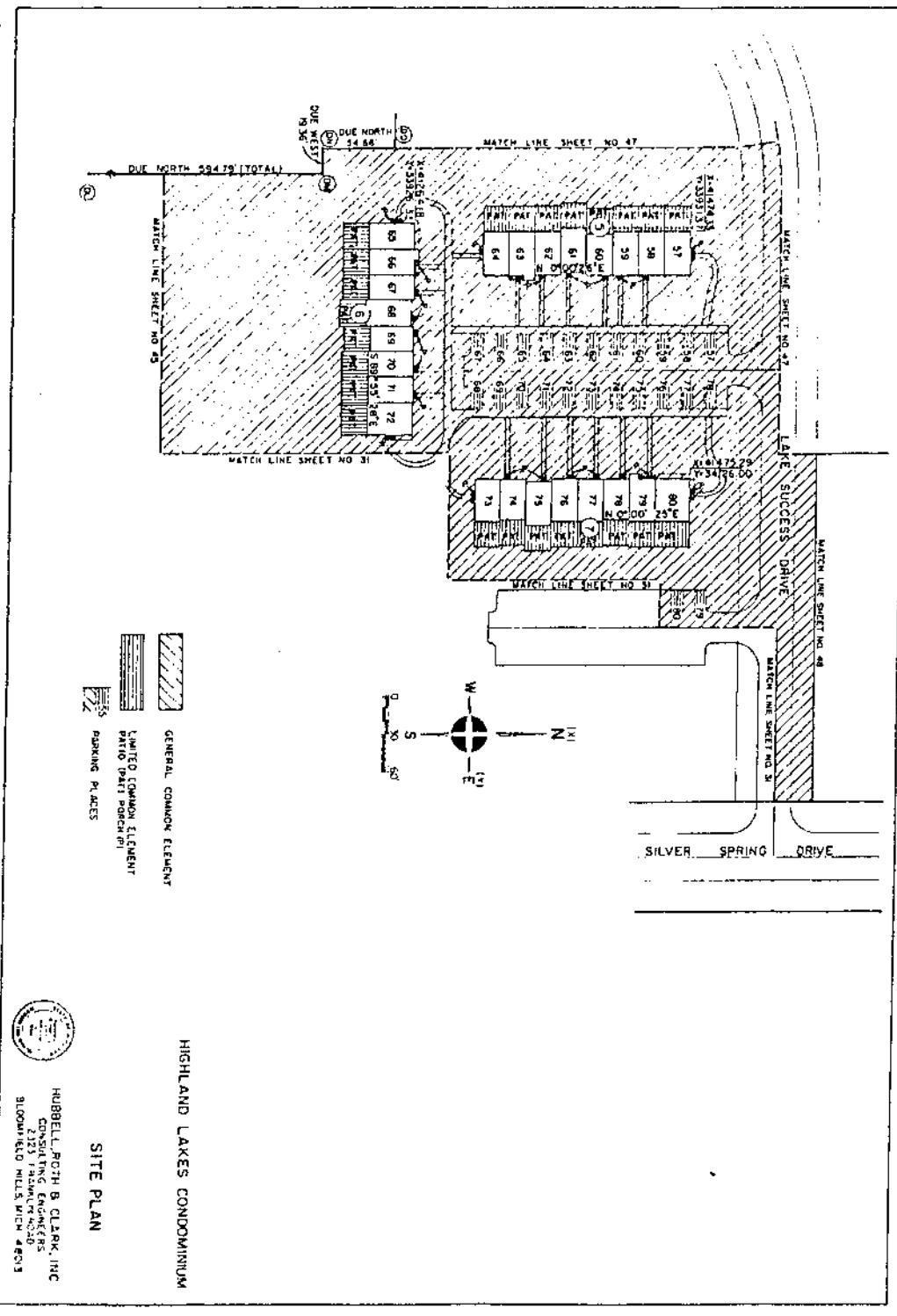
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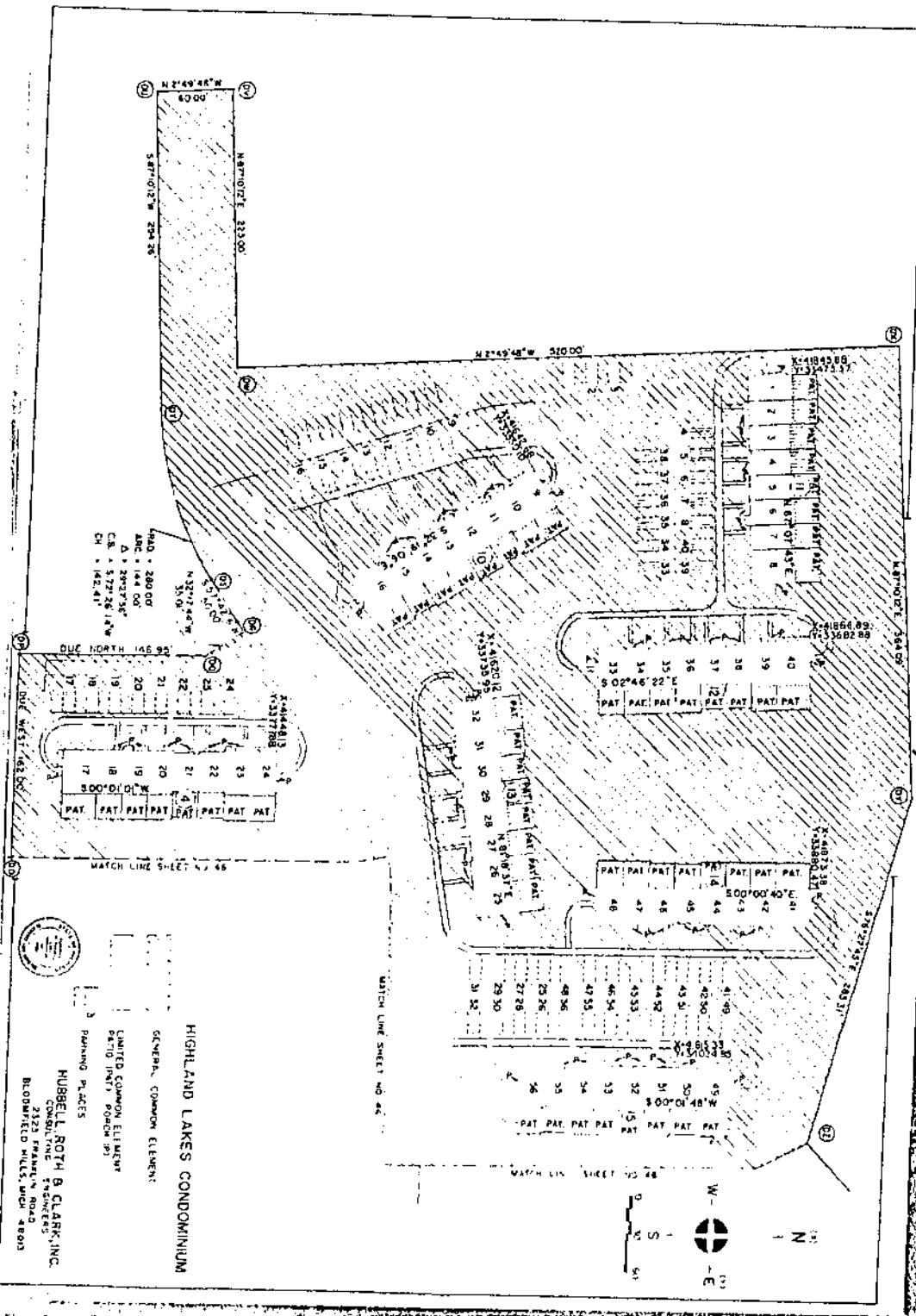
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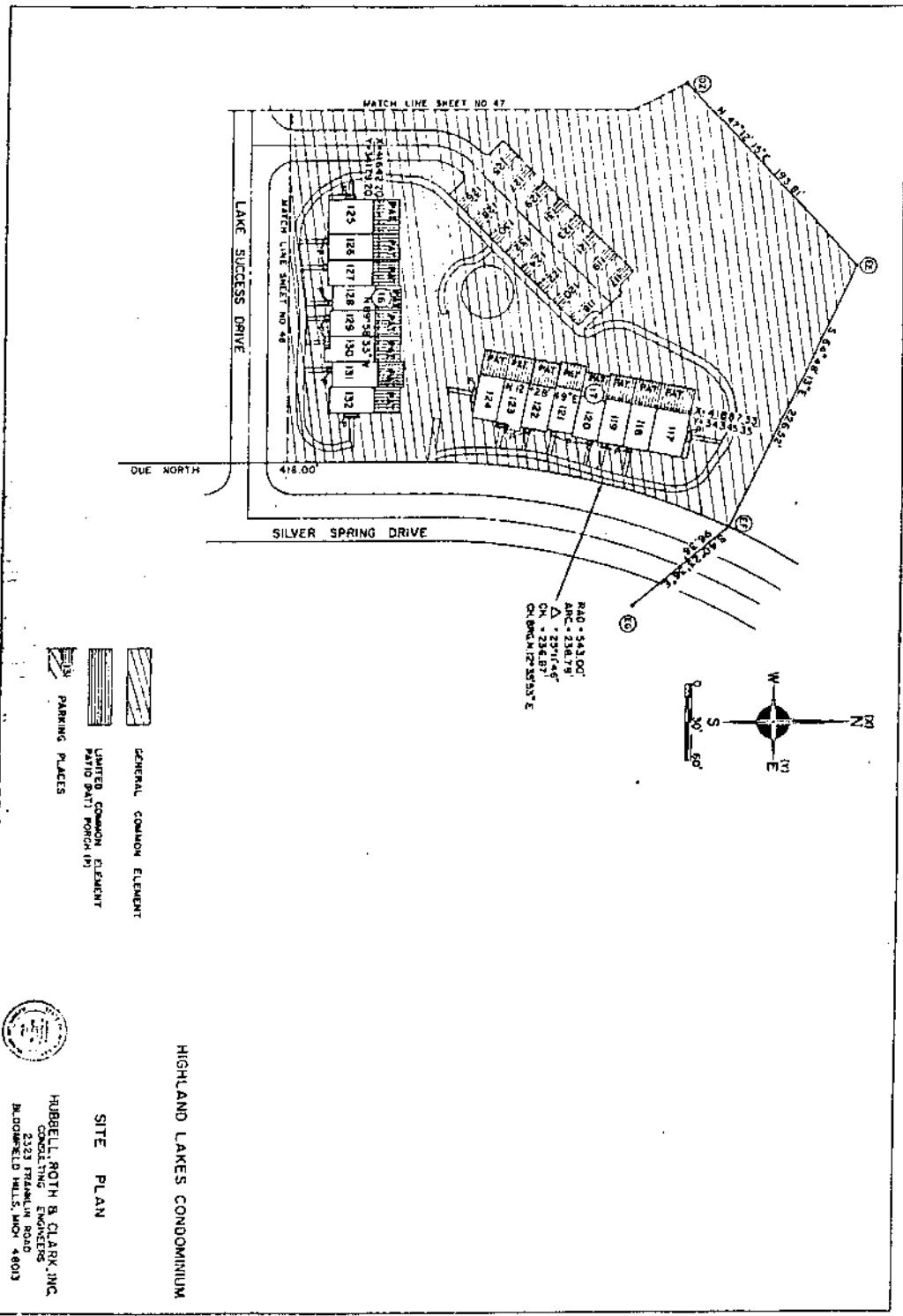
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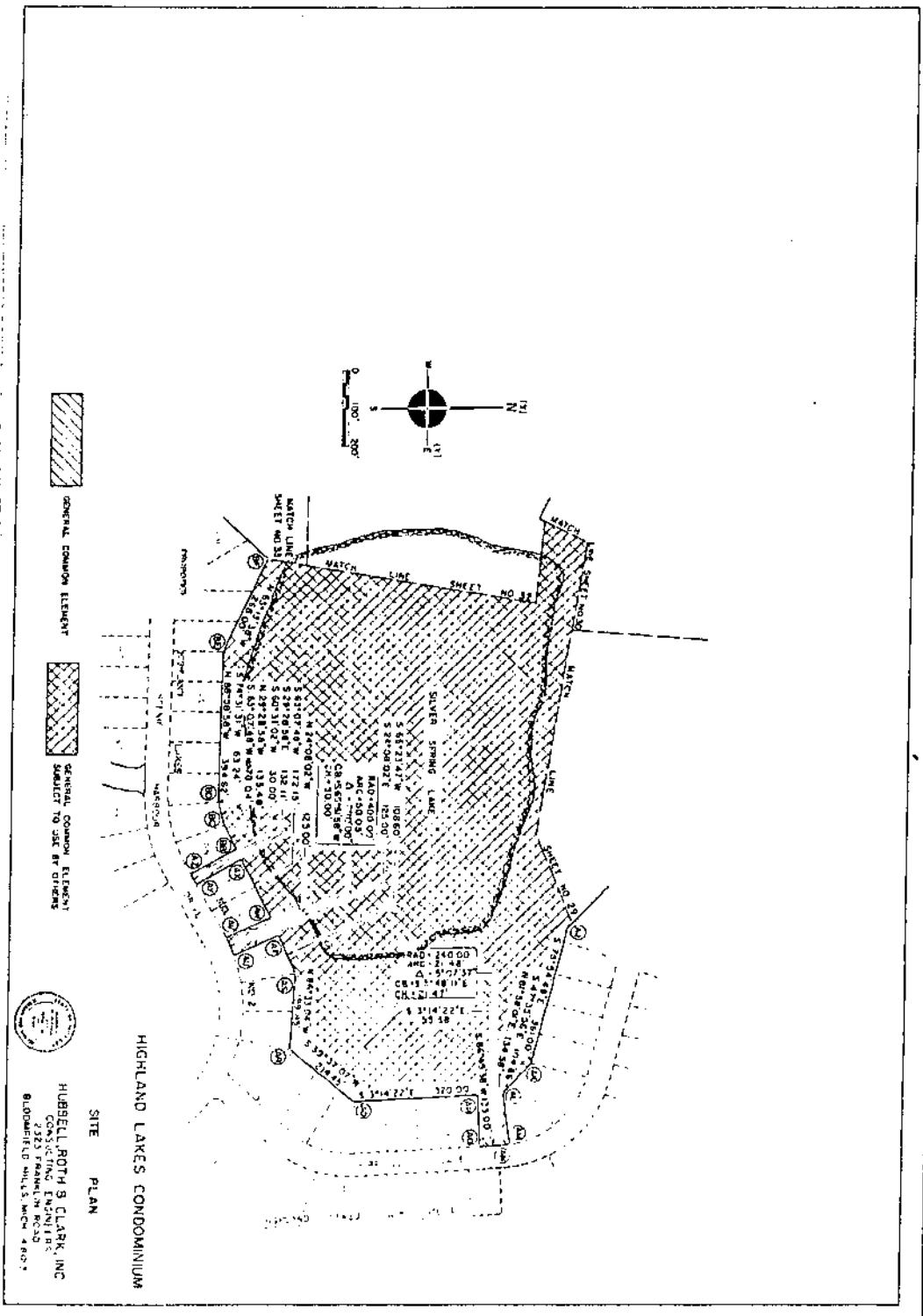
HIGHLAND LAKES CONDOMINIUM

SITE PLAN

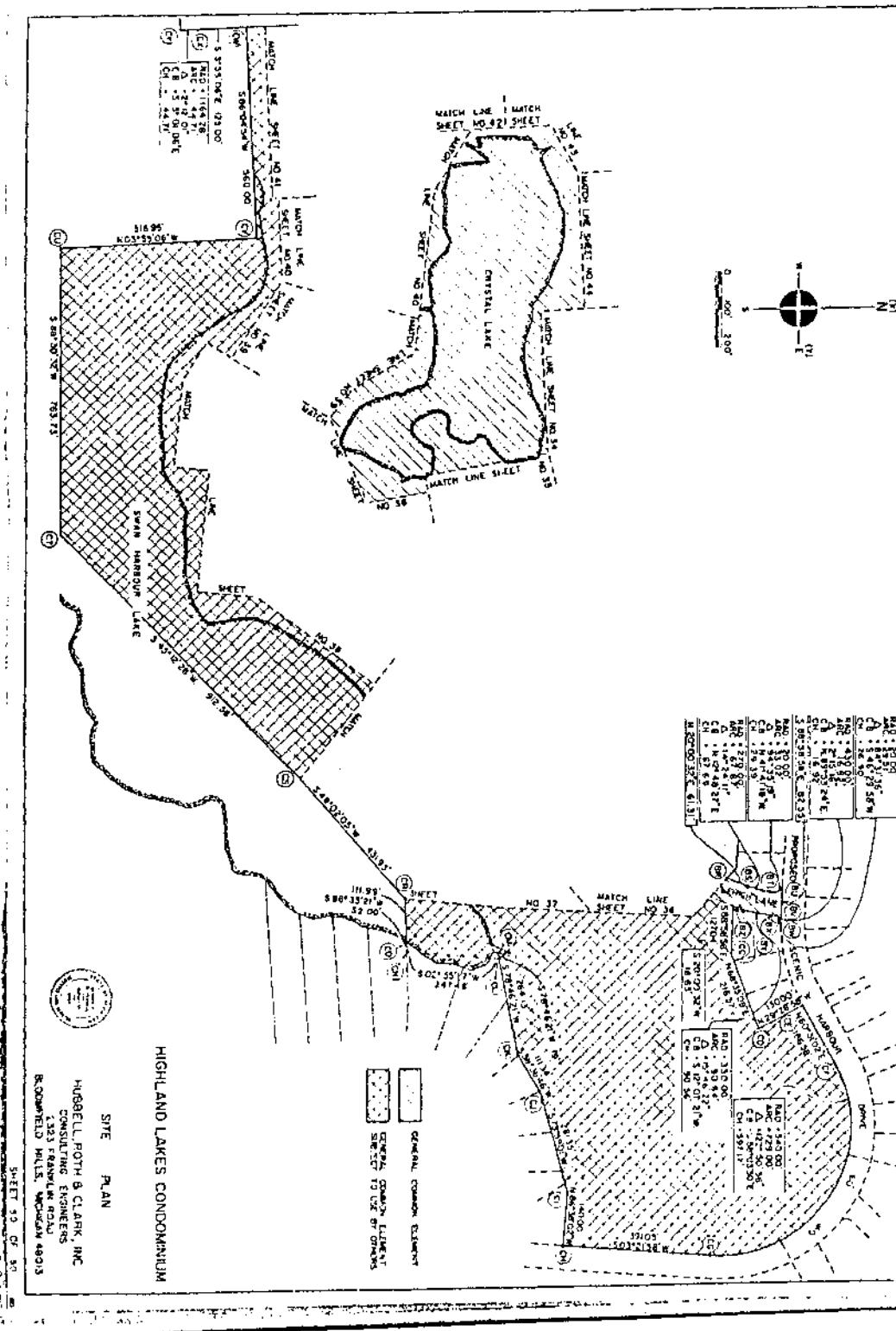
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
2323 FRANKLIN ROAD
BLOOMFIELD HILLS, MICH. 48013

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**ARTICLES OF INCORPORATION OF
HIGHLAND LAKES CONDOMINIUM**

1-22-70 Rev. 6-67
Form 60-100-3

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
CORPORATION SECTION
LAW OF MICHIGAN

THIS IS A PART OF THE ATTACHED CORPORATE DOCUMENT AND SHOULD NOT BE DETACHED

DO NOT WRITE IN SPACES BELOW FOR DEPARTMENT USE

DEC 4 1970

FILED
Michigan Department of Treasury

DEC 14 1970

DEC 18 1970

Allison Green
STATE TREASURER

Highland Lakes Condominium Association
Articles of Incorporation

NON-PROFIT

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, as follows:

ARTICLE I - NAME

The name of the corporation is:
Highland Lakes Condominium Association

ARTICLE II

The purpose or purposes for which the corporation is formed are as follows:

(a) To maintain, manage and administer the affairs, the real estate and other property of the Highland Lakes Condominium Association.

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

(c) to carry insurance on all of the real estate comprising the Highland Lakes Condominium Association, as well as any personality of the corporation, exclusive of any coverage for contents and personal effects belonging to any of the members; to collect all premiums and charges for same from the members; and to use, reimburse, or expend the proceeds for the rebuilding, repair, renovation, rehabilitation, and/or replacement of any loss or damage to any of the above property, as provided in the By-Laws;

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

(e) to make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;

(f) to own, maintain and improve and to buy, sell, convey, assign, mortgage or lease real and personal property;

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

(h) to do all things necessary or convenient to assist and enable members to obtain from the Federal Housing Commissioner, contracts or mortgage insurance relative to units in the Condominium pursuant to applicable provisions of the National Housing Act, as amended;

- (i) to do anything required of or permitted to it as administrator of said Condominium by the Condominium By-Laws or by Act No. 229 of the Public Acts of 1963, as from time to time amended;
- (j) 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, and without limiting the generality of the foregoing to allow any persons other than an owner or co-owner of a Condominium Unit access to or utilization of any real estate and facilities of the Condominium Association upon such terms and conditions and upon payment of such dues, admission fees or assessments as will further the interests of the Condominium Association and to subscribe to and own shares of stock in any corporation or entity which may own any community facility to be utilized by the members and to pay charges and make and collect assessments with respect to such facility.

ARTICLE III - REGISTERED OFFICE

Location of the first registered office is:

20130 Silver Springs Drive, Wayne County
Northville, Michigan

Post Office address of the first registered office is:

20130 Silver Springs Drive
Northville, Michigan

ARTICLE IV - RESIDENT AGENT

The name of the first resident agent is: Jerome Pollack

ARTICLE V - MEMBERSHIP

Section 1: Said corporation is organized upon a non-stock basis. There shall be a total of not to exceed 1,500 members of the corporation, representing the proposed number of Units in the Condominium Association.

Section 2: The amount of assets which said corporation possesses is:

Real property - None
Personal property - \$1,000.00

Section 3: Said corporation is to be financed under the following general plan: Assessment of Members: Dues, admission fees and assessments of non-members.

Section 4: The qualifications of members, the manner of their admission to the corporation and voting by such members shall be as follows:

(a) Each co-owner of a Unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership.

(b) The Developer shall be entitled to membership in the Condominium and shall be entitled to vote only so long as it is the owner of a Unit in the Condominium.

(c) The incorporators shall be members of the Condominium and they shall constitute the Board of Directors until eighty percent (80%) of the Units in the Condominium have been sold and the purchasers

qualified as members or as hereinafter provided. The incorporators at that time shall cease to be members of the Condominium and members of the Board of Directors unless any such incorporator otherwise qualifies for membership by purchasing an apartment in the Condominium, and is subsequently elected a director by the membership of co-owners.

(d) Membership in this Condominium shall be established by the recording with the Register of Deeds, Wayne County, Michigan, a deed or other instrument establishing record title to a Unit in the Condominium in the name of such co-owner, and the delivery to the corporation of a certified copy of such instrument, upon transfer of an apartment by a co-owner. The new co-owner qualifies for membership immediately upon the completion of the above procedures. The former co-owner thereupon ceases to be a member, and is no longer entitled to any rights or privileges in the Condominium, whatsoever.

(e) The share of a co-owner in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his apartment in the Condominium.

(f) Voting by members shall be in accordance with the provisions of the By-Laws and the Rules of this corporation.

ARTICLE VI - INCORPORATORS

The names and business addresses of each of the incorporators are as follows:

<u>Name</u>	<u>Business Address</u>
Jerome Pollack	23815 Northwestern Highway, Southfield, Michigan
Irwin M. Adler	23815 Northwestern Highway, Southfield, Michigan
Harry Shutes	23815 Northwestern Highway, Southfield, Michigan
James F. Bailey	23815 Northwestern Highway, Southfield, Michigan
Stephen Manweiler	23815 Northwestern Highway, Southfield, Michigan

ARTICLE VII - BOARD OF DIRECTORS

Section 1: The names and business addresses of the first Board of Directors are as follows:

<u>Name</u>	<u>Business Address</u>
Jerome Pollack	23815 Northwestern Highway, Southfield, Michigan
Irwin M. Adler	23815 Northwestern Highway, Southfield, Michigan
Harry Shutes	23815 Northwestern Highway, Southfield, Michigan
James F. Bailey	23815 Northwestern Highway, Southfield, Michigan
Stephen Manweiler	23815 Northwestern Highway, Southfield, Michigan

Section 2: The first Board of Directors shall consist of the incorporators who shall serve as the Board of Directors of the corporation until eighty percent (80%) of the Units in the Condominium have been sold, and the purchasers qualified as members, unless said directors sooner resign, but not later than the date specified in the By-Laws for holding of the first annual meeting of the co-owners as members of the Association, namely January 1, 1978.

Section 3: The second Board of Directors and all successive Boards shall be elected by the co-owner members of the Condominium, each of whom must be a member of the Condominium.

Section 4: The Board of Directors may from time to time, with the approval of a majority of the members in value, and in number, at any regular meeting of the Association, make and adopt rules for the conduct of business of the Condominium.

Section 5: Officers shall be elected as provided for in the By-Laws.

ARTICLE VIII

The term of the corporate existence is perpetual.

ARTICLE IX

The corporation formed hereby is authorized to enter into a contract (Regulatory Agreement) with the Federal Housing Commissioner and shall be bound by the terms thereof to enable said Commissioner to carry out the terms of the National Housing Act, as amended. Upon execution, the contract (Regulatory Agreement) shall be binding upon the corporation and its members, so long as a mortgage is outstanding unpaid and insured or held or a Unit owned by the Federal Housing Commissioner, or as long as said Commissioner is required to insure a mortgage covering any Unit in the Condominium.

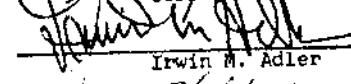
ARTICLE X

By-Laws may be made, adopted, altered, amended or repealed by the hereinabove named first Board of Directors prior to the first annual meeting of the co-owners as members. After the first said annual meeting of co-owners, the By-Laws may only be made, adopted, altered, amended or repealed by the vote of such members, in the manner prescribed in the By-Laws.

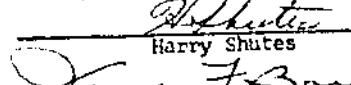
We, the incorporators, sign our names this 1st day of December, 1970.



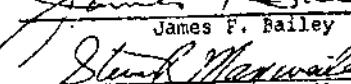
Jerome Pollack



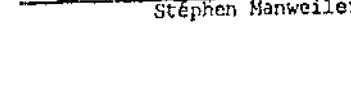
Irwin M. Adler



Harry Shutes



James F. Bailey



Stephen Manweiler

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 1st day of December , 1970, before me personally appeared Jerome Pollack, Irwin M. Adler, Harry Shutes, James F. Bailey and Stephen Manweiller to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Betty L. Taylor
Notary Public
Oakland County, Michigan

My Commission Expires: February 6, 1973

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

***This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION
for
HIGHLAND LAKES CONDOMINIUM ASSOCIATION***

ID NUMBER: 754017

***received by facsimile transmission on February 7, 2013 is hereby endorsed
Filed on February 11, 2013 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 11TH day
of February, 2013.***

A handwritten signature in black ink, appearing to read "A. Schaffner".

Director

Bureau of Commercial Services

Sent by Facsimile Transmission 13042

BCS/CD-S15 (Rev. 3/07)

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

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.																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Name</td> <td colspan="2"></td> </tr> <tr> <td>Mark F. Makower</td> <td colspan="2"></td> </tr> <tr> <td colspan="3">Address</td> </tr> <tr> <td colspan="3">30140 Orchard Lake Rd.</td> </tr> <tr> <td>City</td> <td>State</td> <td>Zip Code</td> </tr> <tr> <td>Farmington Hills</td> <td>MI</td> <td>48334</td> </tr> </table>			Name			Mark F. Makower			Address			30140 Orchard Lake Rd.			City	State	Zip Code	Farmington Hills	MI	48334
Name																				
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Address																				
30140 Orchard Lake Rd.																				
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: **Highland Lakes Condominium Association**
 2. The identification number assigned by the Bureau is: **754-017**
3. Article X of the Articles of Incorporation is hereby deleted:
New Articles X, XI, XII and XIII are added as follows:

SEE ATTACHED ADDENDUM.

02/07/2013 3:28PM (GMT-05:00)

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

The foregoing amendment to the Articles of Incorporation was duly adopted on the 21st day of

July, 2012 by the (check one of the following)

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

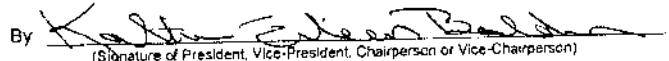
- members or shareholders at a meeting in accordance with Section 611(2) of the Act.
- written consent of the members or shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who 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.

Nonprofit Corporations

Signed this 14th day of February, 2013

By 
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

Katherine Eileen Baldwin
(Type or Print Name)

President
(Type or Print Title)

02/07/2013 3:28PM (GMT-05:00)

Article X

Claims against Volunteers; Assumption of Volunteer Liability by the Corporation

Section 1. Claims against Volunteers. Under all circumstances except those listed in Sections 2.(a)-(e), 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 Association for a volunteer director, volunteer officer, or other volunteer's acts or omissions. Any such claim shall be brought and maintained against the Association.

Section 2. Assumption of Volunteer Liability. The Association 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 XI

Indemnification

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

Section 1. Individuals. The Association 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 Association), by reason of the fact that he is or was a Director, officer, or volunteer of the Association, 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 Association 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 Association 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.

Section 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, he 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.

Section 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 Association only as authorized in the specific case upon determination that indemnification of the Director, officer, or volunteer is proper in the circumstances because he has 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 Association), 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.

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

Section 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.

Section 6. Directors and Officers Liability Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, or volunteer of the Association, or is or was serving at the request of the Association as an 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 Association would have the power to indemnify him against such liability under the provisions of this Article or of the Michigan Non-Profit Corporation Act.

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

Article XII

Action Without a Meeting

Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written vote of the members. Written votes shall be solicited in the same manner (with respect to notice) as provided in the Condominium Bylaws. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which written votes must be received in order to be counted. The form of written vote shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written vote shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of written votes which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of written votes cast. Votes may be cast in accordance with this paragraph by mail, hand delivery, electronically or by facsimile, as directed by the Association.

Article XIII

Amendment

These Articles may be amended by the affirmative vote of a majority of the members of the Association entitled to vote.

2013 APR -3 PM 1:35

Bernard J. Youngblood
Wayne County Register of Deeds

April 03, 2013 01:35 PM
Inst:2013209959 AND Pages:4
Liber:50669 Page:1289



**FIRST AMENDMENT TO THE AMENDED AND RESTATED
SUPERSEDED CONSOLIDATED MASTER DEED OF
HIGHLAND LAKES**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED SUPERSEDED CONSOLIDATED MASTER DEED OF HIGHLAND LAKES is made and executed on this 3rd day of April, 2013, by Highland Lakes Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose registered office is located at 20301 Silver Springs Dr., Northville, MI 48167, represented herein by Katherine E. Baldwin, the President of Highland Lakes Condominium Association, who is fully empowered and qualified to act on behalf of the Association in pursuance of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WITNESSETH:

A. The Association, the nonprofit corporation organized for the administration and management of Highland Lakes, a condominium project established pursuant to the Amended and Restated Superseding Consolidated Master Deed thereof recorded February 25, 2013 in Liber 50518, Pages 800 et seq., and known as Wayne County Condominium Subdivision Plan No. 187, desires to make immaterial amendments to the Amended and Restated Condominium Bylaws, Exhibit A of the Amended and Restated Superseding Consolidated Master Deed for Highland Lakes, pursuant to the authority granted by Section 90 of the Michigan Condominium Act (the "Act"), as amended, (MCLA § 559.190, MSA § 26.50(190)), for the purpose of correcting a typographical error and changing non-mandatory language of the leasing restriction to satisfy requirements of FHA certification.

B. This Amendment shall not enlarge the common elements of the existing condominium project, or alter the existing percentages of value in the project.

C. The Amended and Restated Superseding Consolidated Master Deed and Amended and Restated Bylaws shall be amended upon recording with the Register of Deeds for Wayne County, as required by Section 73 of the Michigan Condominium Act (MCLA § 559.173, MSA 26.50(173)).

NOW THEREFORE, the following changes are hereby made to the Amended and Restated Superseding Consolidated Master Deed and the Amended and Restated Condominium Bylaws of Highland Lakes, Exhibit A to the Amended and Restated Superseding Consolidated Master Deed of Highland Lakes:

Article I of Amendment

ARTICLE VI, Section 2A of the Amended and Restated Condominium Bylaws, Exhibit A of the Amended and Restated Superseding Consolidated Master Deed for Highland Lakes, shall, upon recording of this Amendment with the Wayne County Register of Deeds, be amended to read as follows:

A. *Right to Lease.* Any Co-owner leasing a Unit in Condominium as of the date that these amended Bylaws go into effect, may, until the Unit is sold or transferred to any other third party, and as long as there is no default by the Co-owner or Tenant in complying with all restrictions contained herein and elsewhere in the Condominium Documents, lease their Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction, and any subsequent lease transaction, is submitted to the Board of Directors of the Association in the same manner as specified in subparagraph B. below, and further provided that the lease, occupancy and tenancy comply with all provisions hereof and the lease is approved by the Association. Simply put, those leasing their Units today shall not be subject to the rental percentage, residency or entity limitations of this Section as long as the other restrictions of this Section are followed and the Unit remains leased or for lease, until the Unit is sold, at which time all grandfathered rights shall cease. The transfer of a Unit by an existing owner to his or her revocable grantor trust or by inheritance shall not affect the grandfathered right to lease the Unit. No other Co-owner may lease any Unit within the Condominium, except upon the written approval of the Association, which approval shall not be given if the leasing of such unit would cause the number of leased units in the Condominium to exceed thirteen percent (13%) of all Units in the Condominium, if the Co-owner has not occupied the unit first as his/her principal residence for a minimum of two (2) years, or the lease would result in any one person or entity (including affiliates or commonly owned entities) owning and leasing more than one (1) Unit at any time. As long as the aforesaid percentage and number limitations are not exceeded, approvals will be granted to compliant leases on a first come first served basis administered according to rules and regulations established by the Association.

The Association recognizes that there may arise circumstances beyond a Co-owner's control that may justify an exception to allow the temporary leasing of a Unit, regardless of the above restrictions. Under the following circumstances, and only for so long as such circumstances exist and only as long as the Co-owners and their tenants fully comply with all provisions of this Article VI and the other provisions of the Condominium Documents, the Association may allow Co-owners to lease Units in excess of the 13% limitation, provided that the Co-owner(s) have occupied the subject Unit as their principal residence for at least two (2) years prior to the permitted lease and one or more of the following conditions exist:

1. A Co-owner must relocate as a requirement of employment, or
2. A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months, or
3. A Co-owner must relocate for medical purposes (treatment, rehabilitation or recuperation) for a period likely to exceed six (6) months, or

4. A lease transaction is required to prevent a foreclosure or other involuntary divestiture of the Unit, or
5. A lease transaction is required while a property is sold pursuant to a death (estate holding title), divorce or other unforeseen circumstance, or
6. An extenuating situation approved unanimously by the entire Board of Directors on a case by case basis.

No Co-owner shall lease less than an entire Unit in the Condominium, and no lease shall be valid unless the same shall be for an initial term of at least one (1) year. No further leasing of a Unit will be allowed during the initial term of any approved lease regardless of the reason that the Unit again becomes available (i.e. if a tenant does not complete the initial one year term of a lease, the Co-owner must wait until the expiration of that first year before again leasing the unit to another replacement tenant). 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, (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 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 (including for violation of any provisions of the Condominium Documents and Rules and Regulations) and (iv) provide for strict compliance with the Association's move-in and move-out policy. 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 these Amended and Restated Bylaws shall be provided to the Association within 14 days of said effective date. Under no circumstances shall transient tenants be accommodated. For purposes of the Section 2.A, a "transient tenant" is a non-co-owner residing in a Condominium Unit for less than sixty days, who has paid consideration therefor. 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 and all leases, rental agreements and occupancy agreements shall so state. For the purposes of this Section 2, "lease" shall refer to any occupancy agreement, whether or not in writing or for rent or other consideration, where the Unit is not occupied by the owner thereof as a primary or secondary residence for a majority of the year. Any Co-owner who violates these restrictions may be subject to the Association revoking permanently their right to lease a Unit in the Condominium.

Article II of Amendment

In all other respects, the Amended and Restated Superseding Consolidated Master Deed of Highland Lakes, including the Amended and Restated Condominium Bylaws attached thereto as Exhibit A, and the Condominium Subdivision Plan, made applicable thereto as Exhibit B, as previously recorded, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed the day and year first above written.

Highland Lakes Condominium Homeowners Association,
a Michigan nonprofit corporation

By: Katherine E. Baldwin
Katherine E. Baldwin, President

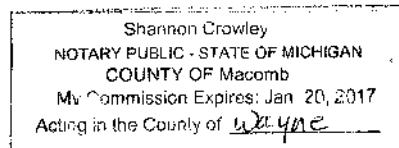
STATE OF MICHIGAN }
 }ss
COUNTY OF WAYNE }

On this 3rd day of April, 2013, the foregoing First Amendment to the Amended and Restated Superseding Consolidated Master Deed of Highland Lakes was acknowledged before me by Katherine E. Baldwin, President of Highland Lakes Condominium Homeowners Association, a Michigan nonprofit corporation, on behalf of and by authority of the Association.

Drafted by and return to:

Mark F. Makower, Esq.
Makower Abbate and Associates, PLLC
30140 Orchard Lake Rd
Farmington Hills, Michigan 48334

Shannon Crowley, Notary Public
Macomb County, MI
My commission expires: 1/20/2017
Acting in Wayne County, MI



2013 MAY 16 PM 1:58

Bernard J. Youngblood
Wayne County Register of Deeds
May 16, 2013 01:58 PM
Inst:2013280548 AFF Pages:1
Liber:50787 Page:411



AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF MICHIGAN)
)
)ss.
COUNTY OF OAKLAND)

Mark F. Makower, Attorney for Highland Lakes Condominium Association, being duly sworn, says that he is the attorney for Highland Lakes Condominium Association. That on February 25, 2013, said Association caused the Amended and Restated Superseding Consolidated Master Deed and Amended and Restated Condominium Bylaws for Highland Lakes to be filed in Liber 50518, Pages 800 et seq., Wayne County Records. Said Amended and Restated Superseding Consolidated Master Deed and Amended and Restated Condominium Bylaws for Highland Lakes contain two typographical or clerical errors as described below. **This affidavit is therefore being recorded to correct those errors.**

(1) In Article IV, Section C(2)(a) of the Amended and Restated Superseding Consolidated Master Deed, the first sentence includes in the first line the word "insuring,", which word should have been omitted.

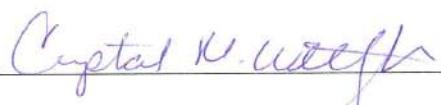
(2) In Article IV, Section 1B of the Amended and Restated Condominium Bylaws, the second sentence omits several words and should read instead: "Such coverage may also include as secondary coverage pursuant to Subparagraph E, below, interior walls, fixtures, equipment and trim within any Unit which came standard at the time of the initial sale of the unit by the Developer."

Dated: May 13, 2013


Mark F. Makower, Scrivener

On May 13, 2013, before me appeared Mark F. Makower, who executed the above Affidavit of Scrivener's Error and acknowledged the same to be his free act and deed.

DRAFTED BY AND WHEN
RECORDED RETURN TO:
Mark Makower, Esq.
30140 Orchard Lake Rd.
Farmington Hills, MI 48334


CRYSTAL M. WETHERINGTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jan 19, 2019
ACTING IN COUNTY OF *Oakland*