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EXAMINED AND APPROVED

DATE APR 27 2017  
BY SJK D/C

AMY L. MILLER-VANDAWAKER

PLAT ENGINEER

WAYNE COUNTY REGISTER OF DEEDS  
427-17 MS

**AMENDED AND RESTATED MASTER DEED OF  
LAUREL WOODS CONDOMINIUM  
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)  
WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148**

This Amended and Restated Master Deed of Laurel Woods Condominium is made and executed this 13th day of April, 2017, by Laurel Woods Condominium Association, a Michigan nonprofit corporation (the "Association"), in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Condominium Act").

The Association desires by recording this Amended and Restated Master Deed to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act. The Master Deed for Laurel Woods Condominium, recorded in Liber 20634, Pages 3 et seq., along with the First Amendment recorded in Liber 20777, Pages 218 et seq., the Second Amendment recorded in Liber 47798, Pages 843, et seq., the Third Amendment recorded in Liber 52966, Page 1440, and the Fourth Amendment recorded in Liber 53174, Pages 1094, et seq., Wayne County Records, are superseded by this Amended and Restated Master Deed of Laurel Woods Condominium (except for the Condominium Subdivision Plan (defined below) attached to the original Master Deed as Exhibit B, as previously amended).

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

**ARTICLE I  
TITLE AND NATURE**

**Section 1. Condominium Name and Subdivision Plan No.** The Condominium shall be known as Laurel Woods Condominium, Wayne County Condominium Subdivision Plan No. 148. The Condominium is established in accordance with the Condominium Act. The Condominium consists of 100 Units, numbered 1 through 100.

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

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

## **ARTICLE II LEGAL DESCRIPTION**

The land that comprises the Condominium covered by this Second Amended and Restated Master Deed, which is located in the City of Livonia, Wayne County, Michigan, is particularly described as follows:

A parcel of land being a part of the S.E.  $\frac{1}{4}$  of Section 7, T1S, R9E, City of Livonia, Wayne County, Michigan, more particularly described as:

Commencing at the E  $\frac{1}{4}$  corner of Section 7, T1S, R9E; thence S  $89^{\circ}58'20''$  W along the east and west  $\frac{1}{4}$  line of said section 1905.86 feet to a point, said point being the N.E. corner and the place of beginning of the parcel herein described; thence southerly and southeasterly 417.64 feet along a circularly curve to the left, radius 598.15 feet, chord bearing S  $20^{\circ}01'50''$  E 409.21 feet to a point; thence S  $40^{\circ}02'$  E 203.68 feet to a point; thence S  $89^{\circ}58''$  W 978.77 feet to a point; thence N  $00^{\circ}00'43''$  E 540.62 feet to a point; thence N  $89^{\circ}58'20''$  E along said east and west  $\frac{1}{4}$  line 707.48 feet to the point of beginning, containing 9.908 acres of land.

Subject to all easements of record.

## **ARTICLE III DEFINITIONS**

### **Section 1. General Description of Terms Used.**

Certain terms are utilized not only in this Amended and Restated Master Deed and in Exhibits "A" and "B", attached hereto or incorporated by reference herein, but are, or may be, used in various other instruments in connection with the Condominium Project, such as, by way of example and not limitation, the Articles of Incorporation, and Rules and Regulations, if any, of Laurel Woods Condominium Association, a Michigan non-profit corporation, and in the deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of Laurel Woods Condominium, or the transfer of interests therein. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

(a) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978. If any provision of this Amended and Restated 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 here from, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

(b) The "Association" shall mean Laurel Woods Condominium Association, a non-profit corporation organized under the laws of the State of Michigan, of which all Co-owners shall be members, and which corporation shall administer, operate, manage and maintain the Condominium. 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.

(c) "Condominium Bylaws" or "Bylaws" means Exhibit "A", the Amended and Restated Condominium Bylaws, incorporated by reference herein, being the Amended and Restated Condominium Bylaws setting forth the substantive rights and obligations of the Co-owners and required to be recorded as part of the Amended and Restated Master Deed by Section 3(4) of the Act.

(d) "Condominium Unit" or "Unit" each mean the enclosed space constituting a single, complete, residential Unit in Laurel Woods Condominium, as described in Exhibit "B", and shall have the same meaning as the term "Condominium Unit" as defined by the Act.

(e) "Condominium Documents" wherever used, means and includes this Amended and Restated Master Deed (which may also be referred to as the "Master Deed") and Exhibits "A" and "B" (as amended), and the Articles of Incorporation, and Rules and Regulations, if any, of the Association.

(f) "Condominium Project", "Condominium" or "Project" shall each mean Laurel Woods Condominium as an approved Condominium Project, established in conformity with the provisions of the Act.

(g) "Condominium Subdivision Plan" means Exhibit "B" attached to the original Master Deed, as amended.

(h) "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 Project. 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. When the terms "Co-owner" or "owner" are used in the Condominium Documents regarding the observance or performance of obligations or conditions, the terms refer to any person having an interest in the use or occupancy of a Unit or entering on the Condominium premises. These persons include Co-owners, family members, guests, licensees, invitees, tenants, lessees, land contract vendees or vendors, employees, contractors or agents.

(i) "Condominium Premises" means and includes the land and the buildings, structures and improvements located or to be located thereon, and all of the easements, rights and appurtenances belonging to Laurel Woods Condominium, as described above.

(j) "Common Elements", where used without modification, shall mean both the General and Limited Common Elements described in Paragraph Four hereof.

(k) "Default" or "Co-owner fault" means a Co-owner's act or commission or omission (including without limitation, negligence, misuse or neglect) regarding any provision of the Condominium Documents, or the written directives or requests of the Board of Directors. The term "Co-owner" includes persons or entities claiming through a Co-owner or in connection with a Co-owner.

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

(m) "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

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 to the singular, a reference shall also be included to the plural where the same would be appropriate.

## **ARTICLE IV** **COMMON ELEMENTS**

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

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

(1) Land. The land described in Article II hereof, including driveways, roads and surface parking areas. Parking spaces identified as General Common Elements may be assigned as Limited Common Elements on an equitable basis by the Board of Directors in accordance with MCL 559.139;

(2) Electrical. The electrical system throughout the Condominium, up to the point of entry into a Unit;

(3) Gas. The gas transmission lines throughout the Condominium, together with gas meters, up to the point of entry into a Unit;

(4) Telephone. The telephone system throughout the Condominium up to the point of entry to each Unit;

(5) Water. The water distribution system throughout the Condominium up to the point of entry into each Unit, except that any mains or lines running through the Unit to serve other Units shall remain General Common Elements;

(6) Sanitary Sewer. The sanitary sewer system throughout the Condominium, to the point of entry or exit from the Unit;

(7) Storm Sewer. The storm drainage system throughout the condominium;

(8) Construction. Foundations, supporting columns, unit perimeter walls (including windows and doors therein), roofs, ceilings, floor construction between unit levels, chimneys and common entry porches servicing more than one Condominium Unit;

(9) Pool and Garage. The swimming pool and the garage designated on Exhibit B as a General Common Element;

- (10) Handrails. Handrails attached to common entry porches and steps appurtenant to common entry porches;
- (11) Dryer Vents. The dryer vents to the extent they are located outside of the Unit serviced by said dryer vent;
- (12) Irrigation. The sprinkler system throughout the Condominium, including any meters;
- (13) Exterior Lighting. The exterior site lighting and any other exterior lighting throughout the Condominium, wherever located;
- (14) Entranceway. The entrance sign, lighting servicing the entrance sign and any meters;
- (15) Water Spigots. The exterior water spigots;
- (16) Fire Suppression System. The fire suppression systems located in any of the buildings;
- (17) Other. Such other elements of the Condominium not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or 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 ("utility systems") may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility systems shall be General Common Elements only to the extent of the Co-owners' interest in such utility systems, if any.

Some or all of the utility systems service single buildings containing more than one Unit. Accordingly, and where necessary or applicable, there shall be an easement for that Common Element through each Unit to enable the utility systems to appropriately serve each of the Units in the subject building.

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

(1) Individual Porches and Balconies. The porches serving only a single Condominium Unit and balconies are designated in the Condominium Subdivision Plan as Limited Common Elements. Such Common Elements are limited in use to the sole and exclusive enjoyment of the owners to which such Common Elements are appurtenant as shown in the Condominium Subdivision Plan;

(2) Interior Surfaces. The interior surfaces of condominium Unit perimeter walls (including windows and doors therein), ceilings and floors contained within a condominium Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such condominium Unit;

(3) Garages. Each individual garage assigned to a Unit on Exhibit B, except for the "storage garage for Association";

(4) Air Conditioning Units. Each individual air conditioning compressor, pad, duct work and any related operational accessories in the Project is restricted in use to the Co-owner of the Unit which such air conditioner services.

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

- A. Porches and Balconies. Each porch and balcony described in paragraph 1(b)(i) above shall be borne by the Co-owner of the Unit which opens onto said porch and balcony, and any enclosures made to said individual porches and balconies, including, but not limited to, the ceiling, walls, windows or doors of said enclosure
- B. Windows and Doors. All windows, doors, screens, storm doors, garage doors and door walls, including all of their equipment, hardware, trim and frames, shall be borne by the Co-owner of the Unit to which such Common Elements are appurtenant, except that the Association shall be responsible for the repair and replacement of original sliding glass doors and their equipment located in Unit perimeter walls that open to unenclosed individual porches or balconies. To the extent that the individual porches or balconies have been enclosed, the Association shall have no such responsibility for said sliding glass doors and their equipment, or any modifications to said sliding glass doors
- C. Kitchen and Bathroom Fans. All kitchen and bathroom fans and any related venting above shall be borne by the Co-owner of the Unit which is serviced by such items.
- D. Interior Surfaces. All interior surfaces of garages and interior surfaces of Unit perimeter walls, ceilings and floors contained within a Condominium Unit, shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant. Such "interior surfaces" include all drywall of the interior of garages, Unit perimeter walls and ceilings.
- E. Garage Door Equipment. All garage door openers, garage door tracks and rollers, shall be borne by the Co-owner of the Unit to which the garage has been assigned.
- F. Air Conditioners. Each air conditioning compressor, pad, duct work, and any related operational accessories shall be borne by the Co-owner of the Unit serviced by said air conditioner compressor, pad, duct work, and any related operational accessories.

- G. Storage Rooms. The storage room identified on Exhibit B, appurtenant to each individual balcony or porch, whether or not designated as a Common Element, shall be borne by the Co-owner of the Unit serviced by said storage room.
- H. Other Common Elements. The costs of and responsibility for all maintenance, decoration, repair and replacement of all General and Limited Common Elements other than as described above, shall be borne by the Association, except that each Co-owner appurtenant to a water distribution line servicing an exterior water spigot shall be responsible for closing and draining the line in the fall and reopening it in the spring at dates determined by the Board of Directors.

### **Section 3. Other Obligations.**

- A. In the event the Co-owner fails to properly maintain, repair and replace those items over which the Co-owner has responsibility under Section 4, the Association may, after notice to the Co-owner, contract for said maintenance, repair and replacement (excluding mere decorating) and assess the cost thereof to the Co-owner, which cost shall be collectible in the same manner as condominium assessments pursuant to Article II, Section 6 of the Amended and Restated Condominium Bylaws.
- B. Humidifiers, water heaters, water purifiers and similar environmental appliances are not Common Elements and are the sole responsibility of the Co-owner serviced by said items.
- C. The plumbing, gas and electrical systems and fixtures physically located within the Unit, including shut-off valves, rings, washers, wiring, piping, circuit breakers and outlets are not Common Elements and are the sole responsibility of the Co-owner serviced by said items.
- D. 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 and his/her successors. Should the Association require access to any elements of the Project which requires 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. A Co-owner shall refrain from repairing, altering, replacing, painting, decorating or changing the exterior of a Unit or any exterior appendage, whether exclusively used by the Unit owner or otherwise, without first obtaining the Association's prior written consent pursuant to Article VI of the Amended and Restated Condominium Bylaws. Patios constructed appurtenant to or adjacent to rear porches servicing first floor Units are Co-owner additions or modifications and shall be the sole responsibility of the Co-owner benefitted or serviced by said patio.
- E. Co-owners shall be required to turn on any exterior lighting controlled from inside a Unit as required by Rules or Regulations adopted by the Board of Directors.

## ARTICLE V USE OF UNITS AND COMMON ELEMENTS

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

## ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1.** Unit Description. The Condominium is comprised of 100 Units. Each condominium Unit is described in the Condominium Subdivision Plan, identified as Exhibit B. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and the finished subfloor, all as shown in the Condominium Subdivision Plan and delineated with heavy outlines.

**Section 2.** Calculation of Percentage of Value. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of administration (subject to the assignment of costs and expenses as reflected in Article IV of this Amended and Restated Master Deed and Article II of the Amended and Restated Condominium Bylaws), the value of each Co-owner's vote at meetings of the Association, and the undivided interests of each Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%). The Developer determined that the comparative characteristics and sizes of the Units were equal and based percentages of value upon a formula that divides one hundred percent (100%) by the number of Units. Therefore, all Units have an equal percentage of value which is one (1%) percent.

## ARTICLE VII RELOCATION OF BOUNDARIES AND REASSIGNMENT OF LIMITED COMMON ELEMENTS

Notwithstanding any other provisions of the Amended and Restated Master Deed, or the Amended and Restated Condominium Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Any changes in the affected Unit(s) shall be promptly reflected in a duly recorded Amendment or Amendments to the Amended and Restated Master Deed.

**Section 1.** By Co-owners. Subject to applicable government approval, Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon the written request to and approval by the Board of Directors in accordance with Section 48 of the Act. Upon receipt of the request, the President shall present the matter to the Board of Directors for review and if approved, cause to be prepared an Amendment to the Amended and Restated Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocating boundaries. The Co-owners requesting relocation of boundaries shall bear all expenses of such Amendments. Any relocation or elimination of boundaries shall not become effective however until the Amendment has been recorded in the office of the Wayne County Register of Deeds and until all applicable governmental approvals have been obtained.

Section 2. Limited Common Elements. Subject to Article IV hereof, Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article VII.

## ARTICLE VIII EASEMENTS

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

A. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element, due to the shifting, settling or moving of a building, or due to survey errors, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction.

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

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

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through, or dedicate, any portion of any General Common Elements for utility, roadway, construction or safety purposes.

Section 3. Telecommunications Easements. 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 agreement 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 4. Association Easements. The Board of Directors or its agents or employees have a perpetual and non-exclusive right of access to each Condominium Unit:

- (a) To inspect, maintain, renovate, replace and make repairs to the Common Elements contained in the Unit or elsewhere in the Project; and
- (b) To prevent damage or deterioration to the Common Elements or to other Condominium Units; and

- (c) To perform any operations required in connection with the maintenance, repair, replacement, renovation or improvement of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving the Unit, other Units or the Common Elements; and
- (d) To remedy or abate any violations of the Condominium Documents or laws, orders, ordinances, rules or regulations of any governmental authority having jurisdiction.

## **ARTICLE IX** **AMENDMENTS**

This Amended and Restated Master Deed, including the Amended and Restated Condominium Bylaws and the Condominium Subdivision Plan may be amended as provided in the Condominium Act and in the following manner.

Section 1. Consent Required. This Amended and Restated Master Deed, including the Amended and Restated Condominium Bylaws, and the Condominium Subdivision Plan may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of all the Co-owners qualified to vote in number and in value, except as may otherwise be required by the Act. When required by the Act, the consent of sixty-six and two-thirds (66-2/3%) percent of all first mortgagees, with one vote for each first mortgage held, shall also be obtained.

Section 2. Responsibility for Costs. The person causing or requesting an amendment to the Condominium Documents shall be responsible for all costs, expenses and actual attorney fees incurred by the Association in relation to the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees, the costs of which are expenses of administration.

Section 3. Specific Consent. No Unit dimension or the percentage of value assigned a Unit shall be modified without the consent of the Co-owner of such Unit.

Section 4. Acknowledgment of Amendments. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably and unanimously consent to the Association making any amendment or amendments authorized by the Amended and Restated Master Deed and its exhibits to be made by the Association. All such interested person by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably appoint the Association as agent and attorney for the purpose of execution of such amendment or amendments to the Amended and Restated Master Deed authorized to be made by the Association and all ancillary documents necessary to effectuate such amendments.

Section 5. Termination. The Condominium may not be terminated, vacated, revoked or abandoned except with the approval of eighty (80%) percent of the Co-owners, in number and in value, and as otherwise allowed by law.

Section 6. Reservation to Association. The Association, acting through its Board of Directors, reserves the right to amend the Amended and Restated Master Deed and its exhibits, without the consent of Co-owners and mortgagees, for all purposes deemed reasonable and necessary to effectuate the intent of the documents, where such amendments do not materially alter or change the rights of Co-owners or mortgagees.

Section 7. Recording. An amendment shall become effective upon recording with the Wayne County Register of Deeds. A copy of each recorded amendment shall be furnished to each Co-owner, except that amendments shall be binding on all Co-owners irrespective of whether they actually receive the amendment.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

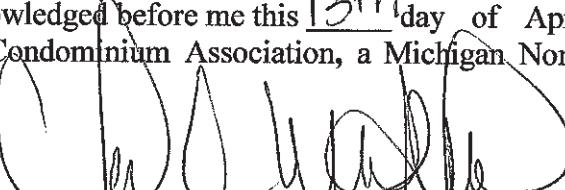
The Association has caused this Amended and Restated Master Deed to be executed the day and year first above written

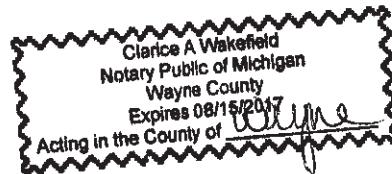
Laurel Woods Condominium Association, a Michigan Nonprofit Corporation

By: Brenda Bartlett  
Name: Brenda Bartlett  
Title: President

STATE OF MICHIGAN )  
COUNTY OF WAYNE )  
 ) ss:  
 )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2017 by Brenda Bartlett, the President of Laurel Woods Condominium Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

  
Clarice A. Wakefield, Notary Public  
Wayne County, Michigan  
Acting in Wayne County, Michigan  
My Commission Expires: 8-15-2017



Document drafted by and when recorded return to:

Jeffrey L. Vollmer, Esq.  
Makower Abbate Guerra Wegner Vollmer PLLC  
23201 Jefferson Ave.  
St. Clair Shores, MI 48080

## EXHIBIT A

### AMENDED AND RESTATED CONDOMINIUM BYLAWS LAUREL WOODS CONDOMINIUM

#### ARTICLE I ASSOCIATION OF CO-OWNERS

**Section 1.** The Association. The Condominium shall be administered by an association of Co-owners, which shall be a nonprofit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium, subject to and in accordance with the Amended and Restated Master Deed, these Amended and Restated Condominium Bylaws, the Articles of Incorporation, duly adopted rules and regulations of the Association (sometimes collectively referred to herein as the "Condominium Documents"), and the laws of the State of Michigan. The Condominium is a residential development located in the City of Livonia, Wayne County, Michigan.

**Section 2.** Membership and Voting.

(a) Membership. Each Co-owner shall become a member of the Association by recording with the Register of Deeds, Wayne County, Michigan, of a deed or land contract establishing record title to a Unit in the Condominium Project in the name of such Co-owner, and upon request, shall deliver to the Association a copy of such instrument and no other person or entity shall be entitled to membership.

(b) Share of Assets. 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) Voting by Number and Value. Except as limited in these Amended and Restated Condominium Bylaws, each Co-owner shall be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentage allocated to the Units owned by such Co-owner as set forth in the Amended and Restated Master Deed, when voting by value. Voting shall be by number except in those instances when voting is specifically required to be both in value and in number or in value only.

(d) No Co-owner shall be entitled to vote at any meeting of the Association until the Co-owner has presented evidence of ownership of a Unit in the Condominium to the Association. The vote of each Co-owner may only be cast by the Co-owner or the individual representative designated by such Co-owner in the notice required in subparagraph (e) below or by a proxy given by such Co-owner or representative, or by a writing signed by the Co-owner or representative not present in person or by proxy, or by email vote.

(e) Voting Representative. Each Co-owner may file a written notice with the Association designating the individual representative who may 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 Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who 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. In the absence of a written notice filed with the Association under this section, when the Unit

is not owned by one natural person, the vote of a Co-owner shall be cast by a representative in accordance with the Michigan Non-Profit Corporation Act.

(f) Annual Meeting. There shall be an annual meeting of the members of the Association. Notice of the time, place and subject matter of all meetings shall be given to each Co-owner by mailing or by electronic transmission (if elected by the Co-owner) at least 10 days, but no more than 60 days prior to the meeting.

(g) Quorum. The presence in person or by proxy or participation by remote communication (if authorized by the Board) of more than one-fourth in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Voting Methods. Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy or by electronic transmission (if authorized by the Board of Directors) or remote communication (if authorized by the Board of Directors). Proxies and any written votes must be filed with the Secretary of the Association or another designee of the Association as selected by the Board at or before the appointed time of each meeting of the members of the Association. Proxies may be issued in the following ways: (a) by signing the proxy or causing a signature to be affixed to the proxy by any reasonable means, including, but not limited to, facsimile signature; or (b) transmitting by electronic transmission to the person that will hold the proxy, so long as it can be determined from the electronic transmission that it was authorized by the person entitled to vote. Copies, facsimile telecommunications, or other reliable reproductions of the proxies created herein may be substituted or use in lieu of the original writing or transmission so long as the copy, facsimile telecommunication or other reproduction is a complete reproduction of the entire original writing or transmission. Cumulative voting shall not be permitted.

(i) Majority. A majority shall consist of more than fifty (50%) percent in number of those Co-owners qualified to vote and present in person or by proxy or absentee ballot or remote communication (if authorized by the Board of Directors) or electronic transmission (if authorized by the Board of Directors) at a given meeting of the members of the Association.

**Section 3. Records and Financial Review.** 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. The books, records, contracts and financial statements concerning the administration and operation of the Condominium Project shall be available for examination by any of the Co-owners and their mortgagees at convenient times. On an annual basis, the Association shall have its books, records, and financial statements independently audited or reviewed by a certified public accountant, as defined by MCL 339.720. The audit or review shall be performed in accordance with the Statements on Auditing Standards or the Statements on Standards for Accounting and Review Services, respectively of the America Institute of Certified Public Accountants. The Association of Co-owners may opt out of undertaking an independent audit or review by a certified public account on an annual basis, by an affirmative vote of a majority of the members by any means permitted under the Amended and Restated Condominium Bylaws. The Association shall prepare and distribute to each Co-owner at least once each year a financial statement, the contents of which shall be defined by the Association. At a minimum, that financial statement shall contain: (i) the Association's income

statement; (ii) the Association's year-end balance sheet; and (iii) the Association's statement of source and application of funds, if the Association prepares that statement. 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 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 shall keep current copies of the approved Amended and Restated Master Deed establishing the Condominium and all amendments to the Amended and Restated Master Deed and all other Condominium Documents available for inspection at reasonable hours by co-owners, prospective purchasers of Condominium Units and existing and prospective mortgagees of Condominium Units.

- (a) Inspection Request. In order to review the books, records, contracts and/or financial statements of the Association, the requesting Co-owner must submit a request in writing to the Association's registered office or at its principal place of business.
  - (i) The request must state which books, records, contracts and financial statements the Co-owner seeks to review with reasonable particularity.
  - (ii) The request must state whether the Co-owner will require copies of the records which are requested.
  - (iii) The request must have the name, address and telephone number of the requesting party.
  - (iv) The request must be for a proper purpose as defined by MCL 450.2487(2).
- (b) Inspection Costs. Upon receipt of the request from a Co-owner to review the records, the Association will advise the Co-owner of a convenient time, place and date where the requested records may be reviewed. The Co-owner shall be advised that:
  - (i) The Co-owner shall be responsible for payment of the actual costs of all reproductions or copies of the requested documents.
  - (ii) The Co-owner shall be responsible for payment of time spent by management agent personal or agents of the Association incurred in supervising any request to review the records of the Association or the reproduction of copies on behalf of the Association.
- (c) Application to Mortgagees. These procedures shall also apply to requests for copies of books, records, contracts and financial statements made by mortgagees of Units.

**Section 4. Director Qualifications.** The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation. Directors must be members of the Association. If a member is a partner or corporation, then any partner of the Partnership, or officer or director or shareholder or member of the Corporation shall be qualified to serve as a director. All Directors shall be required to primarily reside at or homestead the Condominium. If a Director does not primarily reside at or does not homestead the Condominium, said Director shall be required to resign. Vacancies shall thereafter be filled by the remaining Directors. Each member of the Board of Directors must be in "good standing", which is defined as current in the payment of all assessments, late fees, fines and attorney's fees and costs incurred in collecting said amounts, and not in default of any of the provisions of the Condominium Documents. In no event shall more than one (1) representative of a Co-owner or one (1) joint owner per unit serve on the Board at one time.

(a) Director 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 necessary thereto subject to the provisions of the Amended and Restated Master Deed, these Amended and Restated Condominium Bylaws, Articles of Incorporation and applicable laws. In addition to the foregoing general duties, the Board of Directors shall be responsible specifically for the following:

- (i) To manage and administer the affairs of and maintain the Condominium and the Common Elements thereof.
- (ii) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (iii) To carry insurance and collect and allocate the proceeds thereof.
- (iv) To rebuild improvements after casualty.
- (v) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (vi) 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.
- (vii) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association. The Board of Directors may make such borrowing only with the approval of a majority of the Co-owners.
- (viii) To make rules and regulations in accordance with Article VI, Section 10 of these Amended and Restated Condominium Bylaws.
- (ix) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities.
- (x) To make rules and regulations and to enter into agreements with institutional lenders for the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government of the State of Michigan.

(xi) To enforce the provisions of the Amended and Restated Master Deed, these Amended and Restated Condominium Bylaws and the Articles of Incorporation and to exercise the powers granted in said documents to the Board of Directors.

(b) 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 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers. 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.

**Section 5.** The Amended and Restated Condominium Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, manner of removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association. Officers may be compensated but only upon the affirmative vote of more than a majority of Co-owners in number.

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

**Section 2.** Expenses and Receipts of Administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration, within the meaning of Section 54(4) of the Condominium Act.

### **Section 3.** Determination of Assessment.

(a) 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

Project, including a reasonable allowance for contingencies and reserves, and for water and sewer usage. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of the Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Unit Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of any change in the monthly payment, which shall be due at least ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for major repairs and replacement of those Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular Condominium Project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve fund shall be used for major repairs and replacements of Common Elements. The Board of Directors may establish such other reserve funds as it may deem appropriate from time to time. Upon adoption of an annual budget by the Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although any failure or delay in the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure or delay in adopting or delivering the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors of the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium; (2) to provide repairs or replacements of existing Common Elements; (3) to provide additions to the Common Elements not exceeding two-thousand five hundred dollars (\$2,500.00), in the aggregate, annually; or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy general, additional or special assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Association to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and members thereof, and shall not be enforceable by any creditors of the Association or of its members, except by any lending institution with whom the Association has entered into a voluntary loan transaction.

(b) Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding two thousand five hundred dollars (\$2,500.00) per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than fifty percent (50%) of all Co-owners in number and in value. The authority to levy assessments pursuant to this subsection

is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof, except by any lending institution with whom the Association has entered into a voluntary loan transaction.

(c) Construction liens attaching to any portion of the condominium premises shall be subject to the following limitations:

- (i) 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 or to which the Limited Common Element is appurtenant.
- (ii) A construction lien for work authorized by the Association of Co-owners may attach to a Condominium Unit only to the proportionate extent that the Co-owner of the Condominium Unit is required to contribute to the expense of administration as provided by the Condominium Documents.
- (iii) 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.

**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 Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3 above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to, or a land contract purchaser's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. 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. A reasonable late charge shall be assessed for any assessment in default paid more than ten (10) days after its due date and shall continue to be assessed as long as the delinquency remains. The late charge shall be in an amount determined by the Board of Directors from time to time by its duly adopted Rules and Regulations. In the event the Board establishes a new late charge amount, it shall give written notice to all members thirty (30) days before the new late charge rate shall become applicable. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. All payments shall be applied first against late charges then, attorney fees and costs, bankruptcy expenses and finally against assessments in order of oldest delinquency. Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the Co-owner's Unit which may be levied while such Co-owner is the owner thereof.

**Section 5. Non-Waiver of Assessments.** No Co-owner shall be exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Condominium Unit, or because of uncompleted repair work, or the failure of the Association to provide services.

**Section 6. Enforcement.** The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, 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 obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees), late charges, unpaid monetary fines and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default including late charges and unpaid monetary fines, if any, and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment, or additional or special assessments, the Association shall have the right to declare all unpaid installments of the annual assessments or additional or special assessments, for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any utilities or other 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 shall not be entitled to utilize any of the General Common Elements of the Condominium and shall not be entitled to vote at any meeting of the Association or serve on the Board of Directors so long as such default continues. 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 that Co-owner, and if the Unit is not occupied by the Co-owner, to lease the Condominium Unit and collect and apply the rental therefrom. Notwithstanding the foregoing, a judicial foreclosure action shall not be commenced, nor shall any notice of foreclosure or 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/her or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional and/or a special 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 or in the form of a written affidavit of an authorized representative of the Association that sets forth: (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. The affidavit may contain other information that the Association of Co-owners considers appropriate as per the Michigan Condominium Act, including but not limited to the amount of any unpaid interest, costs, attorneys' fees, future assessments, court costs and/or unpaid monetary fines. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Condominium is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the Co-owner. 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.

**Section 7. Payment upon Sale.** Upon the sale or conveyance of a condominium unit, any unpaid assessment 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 outstanding against the unit and the purchaser is not liable for any unpaid assessment 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 days before the conveyance shall be liable for any unpaid assessments and fines against the Unit together with interest, costs and attorneys' fees incurred in connection with the collection of such assessments. The Association may charge a reasonable fee for the preparation of the status letter, which amount shall be determined in duly adopted Rules and Regulations of the Board of Directors.

### **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 and the Association shall, upon the election and written consent of the parties to any disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the 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 under Section 1 above, neither a Co-owner nor the Association is prohibited from petitioning a court of competent jurisdiction to resolve any dispute, claim or grievance.

**Section 3. Effect of Election to Arbitrate.** The election by the parties to submit any dispute, claim or grievance to arbitration prohibits the parties from petitioning the courts regarding that dispute, claim or grievance.

### **ARTICLE IV INSURANCE**

**Section 1. Extent of Coverage; Responsibility for Coverage.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium that are the Association's responsibility under Article IV of the Amended and Restated Master Deed, 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) 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 Co-owners must obtain additional insurance upon their Units and Common Elements for which the Co-owner is assigned responsibility for pursuant to the Amended and Restated Master Deed, 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 the interior of the Unit (everything including drywall, window, floor and wall coverings), personal property located within a Unit or elsewhere in the Condominium, fixtures, equipment and trim within or serving a Unit, as well as for all improvements and betterments to the Unit and Common Elements assigned as the responsibility of the Co-owner pursuant to the Amended and Restated Master Deed, and for personal liability and property damage for occurrences within a Unit or upon Common Elements appurtenant to a Unit or another Unit for which the Co-owner is responsible pursuant the Amended and Restated Master Deed or these Amended and Restated Condominium Bylaws, and also for alternative living expense in event of fire and for any 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. Each Co-owner shall deliver certificates of insurance to the Association annually to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. 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) All General Common Elements of the Condominium and those Limited Common Elements for which the Association is assigned responsibility in the Amended and Restated 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) All premiums for insurance purchased by the Association pursuant to these Amended and Restated Condominium Bylaws shall be expenses of administration.

(d) 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 Amended and Restated Condominium 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) 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 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 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 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 Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed (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 Master Deed (including improvements or 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, shall be deemed to appoint the Association as the Co-owner's 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, the Co-owner's Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium. 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 therefore, 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 provisions of the Amended and Restated Master Deed and these Amended and Restated Condominium Bylaws), 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.

## ARTICLE V

### RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY

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

**Section 2.** Reconstruction. Any such reconstruction or repair shall be substantially in accordance with the Amended and Restated Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise. Regardless of anything contained in the Condominium Documents to the contrary, the Association shall not be obligated to make any improvements or betterments to a Unit including, but not limited to, wallpaper, finish paint, carpeting and finished basements. Further, the Association shall not be obligated to replace mature trees and vegetation with trees and vegetation of comparable size.

**Section 3.** Co-owner Responsibility for Reconstruction or Repair. Each Co-owner is responsible for reconstruction and repair as reflected in the Amended and Restated Master Deed and as follows:

(a) Every Co-owner shall promptly perform all maintenance, repair, restoration, reconstruction or decoration work within the Co-owner's Unit or on the Common Elements as provided in the Amended and Restated Master Deed.

(b) Each Co-owner shall be responsible for the maintenance, repair, restoration, reconstruction and decoration of the interior of their Unit, regardless of the cause of damage or loss, as provided by the Amended and Restated Master Deed and herein, including, but not limited to, floor coverings (i.e., carpeting, tile, hardwood, etc.) wall coverings (i.e., wallpaper, paneling, etc.) window shades, draperies, interior walls, drywall, interior trim, furniture, light fixtures, shower pans, personal property and all appliances (including their hoses or other apparatuses), whether free-standing or built-in.

**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 Amended and Restated Condominium Bylaws or the Amended and Restated Master Deed applicable to such situations, the Association shall be responsible for the reconstruction and repair of the Common Elements it is assigned responsibility for under the Amended and Restated Master Deed. In no event shall the Association be responsible for any damage to the contents of a Unit and/or personal property of the Co-owner. 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 replace 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 repayment 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 Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

**Section 5. Timing.** The Association or Co-owner responsible for the reconstruction, repair and/or maintenance shall proceed with and complete reconstruction, repair, maintenance or replacement of the damaged property without delay. In the event a Co-owner fails to timely complete any reconstruction, repair, maintenance or replacement, the Association may proceed with the work and assess the resulting cost to the Co-owner.

**Section 6. Eminent Domain.** Section 133 of the Act and the following provisions shall control by taking of eminent domain:

(a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and their mortgagee, they shall be divested of all interest in the Condominium. In the event any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and their mortgagee, as their interests may appear.

(b) If there is a taking of any portion of the Condominium other than a Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements, and the affirmative vote of more than fifty (50%) percent in number of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Amended and Restated Master Deed amended accordingly, and, if any unit shall have been taken, then Article VI of the Amended and Restated Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or a specific approval thereof by any Co-owner.

(d) In the event any Unit, 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 authorized sought to be acquired by condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any Unit.

**Section 7. Freddie Mac.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), the Association shall give FHLMC 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, if the loss or taking exceeds \$10,000 in amount.

**Section 8. Rights of First Mortgagees.** Nothing contained in the Amended and Restated Master Deed, these Amended and Restated Condominium Bylaws, or the Articles of Incorporation of the Association 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 Unit.** No unit in the Condominium shall be used for other than residential purposes. No more than two (2) persons per bedroom (as the Units were originally constructed) may occupy any Unit in the Condominium. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium, except that Co-owners shall be allowed to have offices in their Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all local regulatory and zoning requirements applicable to the Condominium or the Co-owners; (iii) the business activity does not involve persons coming onto the Condominium Project who do not reside in the Condominium Project or door-to-door solicitation of residents of the Condominium; (iv) the business activity is consistent with the residential character of the Condominium; and (v) does not constitute a nuisance or hazardous or offensive use, threaten security or safety of other residents of the Condominium or involve additional expenses to the Association, as may be determined in the Board's sole discretion.

**Section 2. Alterations and Modifications of Units and Common Elements.**

(a) No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the expressed written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas (except satellite dishes as allowed by Rules and Regulations adopted by the Board of Directors), lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to Common Element walls between Unit which in any way impairs sound conditioning provisions. In the event that a structure or modification previously approved by the Association requires to be rebuilt or reconstructed in a fashion other than as originally approved, prior written permission from the Board of Directors must first be obtained. 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's responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units, and to install satellite dishes in their Units, or upon Limited Common Elements assigned to them or other areas specifically authorized by the Board of Directors; providing, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. 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 Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. The Association shall not be liable to

any person or entity for mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or specifications for a modification. The Co-owner shall be responsible for the maintenance, repair and replacement of such modification or improvement or any improvements made by the Co-owner or the Co-owner's predecessors. In the event that the Co-owner fails to do so, the Association may undertake such maintenance, repair and replacement and assess the Co-owner the cost thereof and collect the costs 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 any costs, damages, or liabilities incurred in regard to said modification and/or improvement and shall be obligated to execute a modification agreement, if requested by the Association, as a condition for approval of such modification or improvement.

(b) A Co-owner may make improvements or modifications to the Co-owner's Unit, including improvements or modifications to Common Elements and to the route from the public way to the door of the Co-owner's Unit, at his or her 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. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Complex. The Co-owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the Condominium Documents, but shall comply with all applicable State and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(i) An improvement or modification allowed by this section that affects the exterior of the Unit shall not unreasonably prevent passage by other residents of the Condominium Complex. A Co-owner who has made exterior improvements or modifications allowed by this section above shall notify the Association in writing of the Co-owner's intention to convey or lease his or her Condominium Unit to another, at least thirty (30) days before the conveyance or lease. Not more than thirty (30) days after receiving a notice from a Co-owner under this subsection, the Association may require that the Co-owner remove the improvement or modification, at the Co-owner's expense. If the Co-owner fails to give timely notice of a conveyance or lease, the Association at any time may 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 a Co-owner conveys or leases his or her Condominium Unit to a person with disabilities who needs the same type of improvement or modification or has a person residing with him or her who requires the same type of improvement or modification, and resides with the person.

(ii) If a Co-owner makes an exterior improvement or modification allowed under this section, the Co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state naming the Association of Co-owners as an additional insured, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification, but the Co-owner is not liable for acts or omissions of the Association with respect to the exterior improvement or modification, and the Co-owner shall not be required to

maintain liability insurance with respect to any Common Element. The Association is responsible for maintenance, repair and replacement of the improvement or modification only to the extent of the cost currently incurred by the Association for maintenance, replacement, and repair of the Common Elements covered or replaced by the improvement or modification. All costs of maintenance, repair and replacement of the improvement or modification exceeding that currently incurred by the Association for maintenance, repair and replacement of the Common Elements covered or replaced by the improvement or modification shall be assessed to and paid by the Co-owner or the Unit serviced by the improvement or modification.

(iii) Before an improvement or modification allowed by this section is made, the Co-owner shall submit plans and specifications for the improvements or modifications to the Association for review and approval. The Association shall determine whether the proposed improvement or modification substantially conforms to the requirements of this section, but shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this section, and shall deliver that list to the Co-owner. The Association shall approve or deny the proposed improvement or modification not later than sixty (60) days after the plans and specifications are submitted by the Co-owner proposing the improvement or modification to the Association. If the Association does not approve or deny submitted plans and specifications within the sixty (60) day period, the Co-owner may make the proposed improvement or modification without the approval of the Association. A Co-owner may bring an action against the Association and the Officers and Directors to compel those persons to comply with this section if the Co-owner disagrees with a denial by the Association of the Co-owner's proposed improvement or modification.

(iv) As used herein, "person with disability" means that term as defined in Section 2 of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1502 of the Michigan Compiled Laws.

**Section 3. Activities.** No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in any unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner so responsible, shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, fireworks of any kind, bows and arrows, sling shots or other similar potentially dangerous weapons, projectiles or devices.

**Section 4. Pets.** No animal, including household pets, shall be maintained on the Condominium Premises unless specifically approved in writing by the Association except that a Co-owner may maintain one (1) domesticated dog or up to two (2) domesticated cats in his Condominium unit. No animal may be kept or bred for any commercial purpose. Any animal shall have such care

and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements of the Project wherein such animals may be walked and/or exercised and the Board of directors may, in its discretion, designate certain portions of the General Common Elements of the condominium wherein dog runs may be designated. All pets must be licensed by the City, neutered/spayed and inoculated as required by local and State law. No doghouses or tethering of animals shall be permitted on the Common Elements, Limited or General. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals and/or for the construction of dog runs. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such loss, costs including attorney fees, expense and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog, which barks and can be heard on any frequent or continuing basis, shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Amended and Restated Condominium Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals, as it may deem proper. The Association in the manner provided under Article II, hereof, may, after notice and hearing, without liability to the owner thereof, remove or caused 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 and assess upon said Co-owner costs and expense, including attorney fees, necessary for said removal, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The term "animal" or "pet" as used in this Section shall not include small-domesticated animals, which are constantly caged, such as small birds or fish.

**Section 5. Aesthetics.** 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 and regulations of the Association. Garages doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio area, walkway or other Limited Common Element, and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use, except as may be provided in rules and regulations of the Association. Trash shall be maintained in areas designated thereof at all times and shall not be permitted to remain elsewhere on the Common elements except for such short periods of time as may be reasonably necessary to permit periodic collection trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. There shall be no outdoor cooking or barbecues except in areas designated therefor by the Board of Directors. In general, no activity shall be carried on nor condition maintained by the Co-owner either in his unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

**Section 6. Common Element Maintenance.** Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies, patios 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 or benches may be left unattended on or about the Common Elements.

**Section 7. Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, all-terrain vehicle, snowmobiles, snowmobile trailers or vehicles, other than automobiles, motorcycles, vehicles and trucks which are designated and used primarily for general transportation purposes, may be parked or stored upon the premises of the Condominium, unless enclosed in the Co-owner's garage with the door closed or in such other area as may be specifically approved by the Association or parked in an area specifically designated therefor by the Association. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefor. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefor. Authorized vehicles shall not be stored in General Common Element parking spaces, and the Association shall adopt, by Rule, a period of time by which a vehicle shall be deemed to be stored on the premises. Commercial vehicles and trucks (except trucks designed and used primarily for personal transportation as herein provided) shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two (2) axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign or decals advertising or identifying a business. Non commercial trucks such as Suburbans, Blazers, Bravados, Jeeps, GMC's/Jimmy's, pickups, vans and similar vehicles that are designed and used primarily for personal transportation shall be permissible, except as may be otherwise prohibited herein. Nonoperational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Nonemergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises. The Association may cause vehicles parked or stored in violation of this Section to be removed from the Condominium premises and the cost of such removal, including attorney fees, may be asserted 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, without liability to the Association. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

**Section 8. Advertising, Draperies and Curtains.** No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements without written permission from the Board of Directors, except that the Association shall authorize one "for sale" sign to be displayed on the front and back of a Unit. The display of these "for sale" signs shall be governed by duly adopted Rules and Regulations by the Board of Directors.

All window treatments, draperies and/or curtains installed in windows in the Condominium Unit shall have neutral liners or backings so as to maintain a uniform appearance when viewed from the exteriors of the Units.

**Section 9. Regulations.** Reasonable regulations consistent with the laws of the State of Michigan, the Amended and Restated Master Deed, these Amended and Restated Condominium Bylaws, and Articles of Incorporation of the Association concerning the use of the Common Elements, Limited 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 the Board of Directors. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners or posted on a general Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of the Co-owners in number at a meeting of the members duly called and held.

**Section 10. Right of Access of Association.** The Association and 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. This right of access shall include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to, water meter, sprinkler controls and valves, sump pumps and other Common Elements located within any unit or its appurtenant Limited Common Elements appurtenant thereto and all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium. It shall be the responsibility of each Co-owner to provide the Association access to Co-owner's 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, including without notice, and the Association and/or its agent, shall not be liable to such Co-owner for any necessary damage to any 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. In the event that it is necessary for the Association to gain access to a Unit, or the contents of same or Limited Common Elements appurtenant to same which are under the control or in the possession of the Co-owner, to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and actual attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Amended and Restated Condominium Bylaws.

**Section 11. Landscaping.** No Co-owner shall perform any landscaping or plant any trees, shrubs or place any ornamental materials upon the Common Elements unless previously approved by the Association in writing, or as may be provided in rules and regulations governing same as may be promulgated by the Board of Directors and/or Architectural Control Committee from time to time, subject to the written approval of the Board of Directors. Co-owners are responsible for the care of the areas planted by themselves or their predecessors, and for the removal of debris after flowering is completed. If a Co-owner does not fulfill these responsibilities, the Association may do so and charge the costs and expenses to the Co-owner. The Association has no obligation to landscape or alter certain areas left in the Condominium in a natural state.

**Section 12. Co-owner Maintenance.** Each Co-owner shall maintain their Unit and any Limited Common Elements appurtenant, responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any other Units or the Common Elements including, but not limited to, the telephone, water, plumbing, gas, air conditioning compressors, electrical or

other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. The Board of Directors shall establish periodic inspections of furnaces located within Units to insure they are operating properly and Co-owners shall be required to provide access to the Association and its agents to complete said inspections. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, caused by the Co-owner, or his family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Co-owner causing the damages or costs or by the Association in which case there shall be no such responsibility (unless, full 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). In the event of such damages or costs, the Co-owner's insurance shall bear the primary responsibility for that damage to the full extent of the coverage. Any costs or damages to the Association or to other Co-owners, as the case, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Condominium Bylaws. The Co-owners shall have the responsibility to report to the Association any Common Element which the co-owner knows been damaged or which is otherwise in need of maintenance, repair or replacement. All damages resulting from the failure of the Co-owner to report any of the foregoing items may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each Co-owner shall have these responsibilities and liabilities regardless of whether they occupy the Unit or the Unit is occupied by their tenant, guest, agents, etc.

**Section 13. Unsightly Conditions.** No unsightly condition shall be maintained upon any balcony, patio or porch and only furniture and equipment consistent with ordinary balcony, patio or porch use shall be permitted to remain there during seasons when the same are not reasonably in use and no furniture or equipment of any kind shall be stored on balconies, patios or porches during seasons when the same are not reasonably in use.

**Section 14. Leasing.** In no event shall more than five (5%) percent of Units in the Condominium be leased except as provided in (a)(i) below. For purposes of this section, "lease" or "leased" shall refer to any occupancy arrangement, whether or not in writing, for rent or other consideration.

- a. **LEASING PROCEDURES:** A Co-owner desiring to rent or lease a unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Co-owners who do not live in the unit they own must keep the Association informed of their current correct address and phone number(s). The minimum initial term of all leases shall be one (1) year. The Association may require Co-owners and tenants to execute a lease addendum approved by the Association. A Co-owner shall supply a fully executed copy of any lease agreement or occupancy arrangement to the Association for its records and shall complete any forms required by the Association identifying the names and contact information for the tenants or occupants residing in a Unit. Each Co-owner shall supply a complete set of the Condominium Documents, including the Amended and Restated Master Deed, Amended and Restated Condominium Bylaws and Rules and Regulations, as amended, to the tenant or non-co-owner occupant and shall submit a receipt signed by the tenant or non-co-owner occupant to the Association with the executed lease agreement or occupancy

arrangement. The Board of Directors may charge such reasonable administrative fees for reviewing, approving and monitoring lease transactions in accordance with this article as the Board, in its discretion, may establish. Any such administrative fee shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II of the Amended and Restated Condominium Bylaws. The Board of Directors may adopt rules requiring all tenants to maintain tenant insurance policies. If the local municipality requires a Co-owner leasing a Unit to obtain a certificate of occupancy or completion or other rental license, such certificate or license shall be supplied to the Association with the fully executed lease.

- (i) Notwithstanding the provisions contained in the section above or anything to the contrary contained in the Condominium Documents, the Association recognizes that circumstances may arise beyond a Co-owner's control that may justify an exception to allow the temporary leasing or occupancy by non-Co-owner occupants of a single Unit, regardless of the 5% restriction. Therefore, under the following circumstances, but only for a period not exceeding one (1) year, and only so long as the Co-owner has occupied the Unit for the immediately preceding six (6) months and the leasing of the Unit will not result in that Co-owner or any related person or entity leasing more than one (1) Unit in the Condominium, the Board may allow a Co-owner to lease their Unit or permit occupancy by non-Co-owner occupants even though 5% or more of the Units may already be leased or occupied by non-Co-owners if:
  - (a) A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;
  - (b) A Co-owner must relocate for medical purposes (treatment, rehabilitation, or recuperation) for a period likely to exceed six (6) months;
  - (c) A Co-owner must relocate for employment purposes for a period likely to exceed six (6) months;
  - (d) A Co-owner or the estate of a Co-owner must rent a Unit due to an inability to sell the same without incurring a financial loss as a result of mortgage liens recorded against the Unit exceeding the fair market value of the Unit; or
  - (e) Any similar extenuating situation approved by the Board of Directors.

- b. **VIOLATION OF CONDOMINIUM DOCUMENTS BY TENANTS OR NONCO-OWNER OCCUPANTS:** If the Association determines that the tenant or nonCo-owner occupant has failed to comply with the conditions of the condominium Documents, the Association shall take the following action:

- (i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or nonCo-owner occupant.

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

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf or derivatively by the Co-owners on behalf of the Association, an action for eviction against the tenant or nonCo-owner occupant and simultaneously for money damages in the same action against the Co-owner. 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 or the condominium and for actual legal fees and costs incurred by the Association in connection with legal proceedings hereunder.

c. **ARREARAGE IN CONDOMINIUM ASSESSMENTS:** When a Co-owner is in arrearage to the Association for assessments the Association may give written notice of the arrearage to a tenant or nonco-owner occupant occupying a Co-owner's Condominium unit under a lease, or occupancy agreement and the tenant or nonCo-owner occupant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or occupancy agreement by the tenant or nonCo-owner occupant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

d. **DEPARTMENT OF VETERANS AFFAIRS FINANCING:** To the extent that any provision set forth in the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws, as amended, regarding leasing and a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

- (i) Encumbered by DVA Financing or;
- (ii) Owned by the Department of Veterans Affairs.

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

**Section 16. Cost of Enforcing Documents.** Any and all costs, damages, fines, expenses and/or actual attorney 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, 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 and 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. Notice of Sale.** No Co-owner may dispose of a Unit, or any interest therein, by a sale, assignment or transfer of a deed without complying with the following terms or conditions:

(a) A Co-owner intending to make a sale, assignment or transfer of any interest of a Unit in the Condominium by way of deed or such other conveyance, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser, assignee and/or grantor and such other information as the Association may reasonably require. Prior to the sale, assignment or transfer of a deed of a Unit, the seller, assignor or grantor Co-owner shall provide a copy of the Condominium Amended and Restated Master Deed, Amended and Restated Condominium Bylaws, Articles of Incorporation and all amendments to the proposed purchaser, assignee or grantee.

(b) A holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall not be subject to the provisions of this section.

## **ARTICLE VII MORTGAGES**

**Section 1. Notification of Mortgage.** Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book maintained solely for such information. The Association may, at the written request of the mortgagee of any 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 Condominium written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 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 against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount 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.

## **ARTICLE VIII AMENDMENTS**

**Section 1. Proposal.** Amendments to these Amended and Restated Condominium Bylaws may be proposed by the Board of Directors acting upon the vote of the majority of the Directors or by one-third or more in value of the Co-owners voting at a meeting duly called and held.

**Section 2. Meeting.** Upon any such amendment being proposed, a meeting for consideration of the amendment shall be duly called in accordance with the provisions of the Amended and Restated Condominium Bylaws.

**Section 3. Manner of Amendment.** These Amended and Restated Condominium Bylaws may be amended by the Association in the manner permitted in the Amended and Restated Master Deed.

**Section 4. Recording.** Any amendment to these Amended and Restated Condominium Bylaws shall be recorded in the office of the register of Deeds in the county where the Condominium is located.

## ARTICLE IX COMPLIANCE

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 Michigan Condominium Act, as amended, and the acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Amended and Restated Master Deed, these Amended and Restated Condominium Bylaws, and the Articles of Incorporation of the Association are accepted and ratified. In the event such Amended and Restated Master Deed, Amended and Restated Condominium Bylaws or Articles of Incorporation conflict with the provisions of any statute, the statute shall govern.

## ARTICLE X REMEDIES

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

(a) Legal Action. Failure to comply with any of the terms or provisions of the Amended and Restated Master Deed, these Amended and Restated Condominium Bylaws, or Articles of Incorporation of the Association 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 assessments) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by a aggrieved Co-owner or Co-owners.

(b) Recovery of Attorney Fees. In the event of a default of the Condominium Documents by a Co-owner, lessee, tenant, non-co-owner occupant or resident and/or guest, the Association shall be entitled to recover from the Co-owner, lessee, tenant, non-co-owner occupant or resident and/or guest the pre-litigation attorneys' fees and costs incurred by the attorney for the Association in obtaining compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any co-owner, lessee, tenant, non-co-owner occupant or resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding and its reasonable attorneys' fees, (not limited to statutory fees), but in no event shall any co-owner be entitled to recover such attorneys' fees. The Association, if successful, shall also be entitled to recoup the costs and attorneys' fees incurred in defending any claim, counter-claim or other matter from the Co-owner, lessee, tenant non-co-owner occupant or resident and/or guest, asserting the claim, counter-claim or other matter against the Association.

(c) Abatement. The violation of any of the provisions of the Amended and Restated Master Deed, these Amended and Restated Condominium Bylaws or the Articles of Incorporation of the Association 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 said Amended and Restated Master Deed, Amended and Restated Condominium Bylaws, or Articles.

**Section 2. Non-waiver.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Amended and Restated Master Deed, these Amended and Restated Condominium Bylaws, or the Articles of Incorporation of the Association 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. Exercise of Remedies.** 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 Amended and Restated Master Deed, Amended and Restated Condominium Bylaws or Articles shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

**Section 4. Indemnification.**

(a) **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 involved 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 of willful or wanton misconduct or gross negligence in the performance of the Director's or Officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

(b) **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 4(a) 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 or other applicable statutory indemnification. No Director or Officer shall collect for the same expense or liability under Section 4(a) above and under this Section 4(b); 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 4(a) hereof or other applicable statutory indemnification.

**Section 5. 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. No fine may be assessed unless in accordance with the provisions of these Amended and Restated Condominium Bylaws. The amount of the fines shall be set, from time to time, by the Board of Directors.

**Section 6. Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

**Section 7. 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 8. Procedures.** Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice:** Notice of 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 Co-owner or representative of said Co-owner, at the address as shown in the notice required to be filed with the Association.

(b) **Opportunity to Defend:** the offending Co-owner shall have an opportunity to appear before the Board and offer the evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, 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 of the Co-owner to respond to the notice of violation 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 9. Amounts.** Upon appearance by 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 shall be levied:

(a) FIRST VIOLATION: No fine shall be levied.

(b) SECOND VIOLATION: Twenty five Dollars (\$25.00) fine, or such other amount set by the Board from time-to time.

(c) THIRD VIOLATION: Fifty Dollars (\$50.00) fine, or such other amount set by the Board from time-to-time.

(d) FOURTH VIOLATION: Any subsequent violations One Hundred Dollar (\$100.00) fine, or such other amount set by the Board from time-to-time.

**Section 10. Collection.** The fines levied pursuant to Article XI, Section 9, shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Document including, without limitations, those described in Article II, Section 6.

## ARTICLE XI MEETINGS

**Section 1. Location.** Meetings of the Association members shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Amended and Restated Condominium Bylaws. Meetings of the Association members shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Amended and Restated Condominium Bylaws of the Association, the Amended and Restated Master Deed or the laws of the State of Michigan.

**Section 2. Annual Meetings.** Annual meetings of members of the Association shall be held on a date selected by the Board of Directors, at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the co-owners a Board of Directors, except that at least sixty (60) days prior to the annual meeting, the Association shall notify the Co-owners and solicit nominations of names of eligible individuals seeking election to the Board of Directors. Such notice shall contain a date upon which all nominations must be received by the Board of Directors. Only nominations of eligible individuals received within the time provided may be elected to the Board of Directors, and no nomination shall be accepted for Directors from the floor. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them. In lieu of an annual meeting, the Association may undertake any corporate action as provided by the Articles of Incorporation.

**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 and in good standing 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 and must be served within thirty (30) days of receipt of a valid petition. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4. Notice.** It shall be the duty of the Secretary or his designated agent (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 sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the Co-owner or the representative of the Co-owner at the address shown in the notice filed with the Association by Article I, Section 2(e) of the Amended and Restated

Condominium Bylaws or to the address of the unit owned by the co-owner shall be deemed notice served. Electronic transmission of such notice may be deemed notice served if such means of notice is elected by the Co-owner. 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. Adjournment.** 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 two (2) weeks from the time the original meeting was called. At the adjourned meeting, members may only transact business that they might have transacted at the original meeting if a notice of the adjourned meeting is not given. If the Board of Directors fixes a new record date for the adjourned meeting, the Association shall give notice of the adjourned meeting to each member on the new record date. If a quorum is not in attendance at the first adjourned annual meeting, the existing Board of Directors shall remain in office until the succeeding year's annual meeting.

**Section 6. Chairperson.** A chairperson shall preside at each meeting of the Association. The chairperson shall be appointed by the Board of Directors. The chairperson at the meeting shall determine the order of business and has the authority to establish rules for the conduct of the meeting, so long as they are fair to the Co-owners. The chairperson shall announce at the meeting when the polls close for each vote of the Co-owners, and if no announcement is made, the polls close on the final adjournment of the meeting. Once the polls have been closed, ballots, proxies and votes, and any revocations or changes thereof, shall not be accepted.

**Section 7. Record Date.** The Board of Directors shall be entitled to establish a record date for purposes of determining which Co-owners are entitled to notice of and to vote at a meeting, notice of an adjournment of a meeting, or notice of or to cast a ballot at a polling place (if authorized by the Articles of Incorporation), and for the purposes of determining the Co-owners that are entitled to receive and to cast a ballot under MCL 450.2408 (if authorized by the Articles of Incorporation). The record date shall not precede the date on which the resolution fixing the record date is adopted by the Board. The record date shall not be more than sixty (60) or fewer than ten (10) days before the date of the meeting or the first day on which a shareholder or member may cast a ballot at a polling place under MCL 450.2409 (if authorized by the Articles of Incorporation). If the vote is by ballot under MCL 450.2408 (if authorized by the Articles of Incorporation), The record date shall not be more than sixty (60) or fewer than twenty (20) days before the last date on which the corporation must receive the ballots for them to be counted. If the record date is not fixed by the Board, the record date for determination of Co-owners entitled to notice of or to vote at a meeting of Co-owners or to cast a ballot at a polling place (if authorized by the Articles of Incorporation) is the close of business on the day next preceding the day on which notice is given, or if no notice is given, the day next preceding the day on which the meeting is held or the date next preceding the first day on which a Co-owner may cast a ballot at a polling place under MCL 450.2409 (if authorized by the Articles of Incorporation). If the vote is by ballot under MCL 450.2408 (if authorized by the Articles of Incorporation), and a record date is not fixed, the record date for determination of which Co-owners are entitled to receive and cast a ballot is the close of business of the day next preceding the day which the Association provides the ballot to Co-owners under MCL 450.2408(1). If a determination of which Co-owners of record are entitled to notice of or to vote at a meeting of Co-owners is made under this section, the determination applies to any adjournment of the meeting, unless the Board establishes a new record date under this section.

**Section 8. Notice to Co-owners Sharing an Address.** Any written notice, written report, statement or communications required under the Condominium Documents may be sent to Co-owners sharing a common address by delivering one copy of it to the common address if: (i) the Association addresses the notice, report,

statement or communication to the Co-owners that share the common address as a group, individually, or in any other form to which any of those Co-owners have not objected; and (ii) at least sixty (60) days before the first delivery or any delivery to a common address, the Association gives notice to each of the Co-owners that share the common address that it intends to provide only one (1) copy of notices, reports, statements, or other communications to Co-owners that share a common address; and (iii) the Association has not received a written objection from any Co-owner that shares a common address to deliveries under this subsection to that Co-owner.

## ARTICLE XII BOARD OF DIRECTORS

**Section 1. Qualification of Directors.** The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation. Directors must be members of the Association. If a member is a partner or corporation, then any partner of the partnership, or officer or director or shareholder or member of the corporation shall be qualified to serve as a Director. All Directors shall be required to primarily reside at or homestead the Condominium. If a Director does not primarily reside at or does not homestead the Condominium, said Director shall be required to resign. Vacancies shall thereafter be filled by the remaining Directors. Each member of the Board of Directors must be in "good standing", which is defined as current in the payment of all assessments, late fees, fines and attorney's fees and costs incurred in collecting said amounts, and not in default of any of the provisions of the Condominium Documents. In no event shall more than one (1) representative of a Co-owner or one (1) joint owner per Unit serve on the Board at one time.

**Section 2. Term of Directors.** The Board of Directors shall consist of five (5) Directors. The term of office of each Director shall be two (2) years except that at the first annual meeting following adoption of these Amended and Restated Condominium Bylaws the terms of all Directors then in office shall cease. The three (3) Directors receiving the highest number of votes at that meeting shall serve a two (2) year term and the two (2) Directors receiving the fewest number of votes shall only serve a one (1) year term. Thereafter, either three (3) or two (2) Directors shall be elected at each annual meeting. The Directors shall hold office until their successors have been elected and hold their first meeting.

**Section 3. 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. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

**Section 4. First Meeting.** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place and time as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting.

**Section 5. 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, telephone or electronic transmission at least three (3) days prior to the date of the meeting.

**Section 6. Special Meetings.** Special meetings of the Board of Directors may be called by the president on three (3) days' notice to each director, given personally, or by mail, telephone or electronic transmission, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of one director.

**Section 7. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, 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 8. 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. 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 which 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 9. 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.

**Section 10. Opening of Meetings to Co-owners.** Although Directors' meetings are not necessarily open to Co-owners, the Board generally intends them to be open. However, 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 for any reason, or in order to deal with confidential or privileged information, including but not limited to privileged communication between the Board of Directors and counsel for the Association, or any other matter to which a privileged against disclosure pertains under Michigan statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

**Section 11. Consents.** Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid without a meeting if consented to in writing by the requisite majority of the Board of Directors. Further, the Board of Directors may be polled by telephone, email or other electronic means to obtain concurrence for decision, provided that such action is affirmed by the Board of Directors at its next regular meeting.

## ARTICLE XIII 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.

**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. Any officer may be removed by the Board of Directors 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 and shall have charge of the corporate seal 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 his designated agent, shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipt and disbursements in books belonging to the Association. The treasurer, or his designated 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.

**Section 8.** Other Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

## ARTICLE XIV SEAL

**Section 1.** The Board of Directors may adopt a seal on behalf of the Association which shall have inscribed thereon the name of the Association, the words "Corporate Seal" and "Michigan".

## ARTICLE XV 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. Absent such determination by the Board of Directors, the fiscal year shall be the calendar year. 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 or its designated agent, 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.

## **ARTICLE XVI SEVERABILITY**

In the event that any of the terms, provisions, or covenants of these Amended and Restated Condominium 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.