

**LAUREL WOODS CONDOMINIUM ASSOCIATION**  
**ELECTION OF BOARD OF DIRECTORS**  
**AMENDMENT TO BY-LAWS**  
**MAY 18, 2000**

**WHEREAS, ARTICLE III, SECTION – 2, OF THE ASSOCIATION  
CORPORATE BY-LAWS READS:**

The first Board of Directors designated in the Articles of Incorporation shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened at the time required by Article II, Section 2, of these Bylaws. At such first meeting of members of the Association, the Board of Directors shall be increased in size from three to seven persons and then and at each annual meeting of the Association held thereafter, seven directors shall be elected. The term of the first Board of Directors shall continue until the first annual meeting of members. The term of the Board of Directors elected at the first annual meeting shall continue the next regularly scheduled annual meeting. The term of all other directors shall be one year. All directors shall hold office until their successors have been elected and hold their first meeting.

**WHEREAS, February 24, 1998, the Board of Directors passed by Resolution, identified as Resolution 98-1; calling for the directors' term of office to be staggered so as to increase continuity on the Board;**

**WHEREAS, such resolution became effective on May 21, 1998, and**

**WHEREAS, the Association desires to ratify and confirm said resolution, effective May 21, 1998, and to amend the Bylaws accordingly.**

**BE IT RESOLVED THEREFORE, THAT:**

1. The last two sentences of Article III, Section, of the Association's Bylaws shall be deleted, and in lieu of and in complete substitution thereof the following shall be inserted:

Beginning with the 2000 Annual Meeting, (4) Directors shall be elected for a term of 2 years and (3) Directors shall be elected for a term of 1 year. At each annual meeting thereafter, either four or three Directors shall be elected depending upon the number of Directors whose terms expire. The Directors shall hold office until their successors have been elected and hold their first meeting.

2. This Resolution amendment shall be effective May 21, 1998 and all acts taken by the Board pursuant thereto are hereby ratified, approved and confirmed.

**LAUREL WOODS CONDOMINIUM ASSOCIATION  
RESTRICTIONS  
AMENDMENTS TO BY-LAWS**

NOW, THEREFORE, BE IT RESOLVED THAT, ARTICLE VI, SECTIONS (2) THRU (12) OF THE ASSOCIATION'S BY-LAWS SHALL BE DELETED, AND IN LIEU OF AND IN COMPLETE SUBSTITUTION THEREOF, THE FOLLOWING SHALL BE INSERTED:

**SECTION 2: ALTERATIONS AND MODIFICATION OF UNITS AND COMMON ELEMENTS:**

No Co-owner shall make alterations in exterior appearance or make structural modifications to any unit ( including interior walls through or in which there exist easements for support or utilities ) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors ( which approval shall be in recordable form) including without limitation, exterior painting, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, hot tubs and jacuzzis, basketball backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between units which in any way impair sound conditioning provisions. Satellite dishes, antennas, and any other multichannel multipoint distribution service shall be prohibited to the extent permitted by law, subject to any written rules and regulations promulgated by the Board of Directors of the Association under Article VI, of the Bylaws from time to time. The Board will approved such modifications only if in their discretion such modifications as do not impair the soundness, safety, utility or appearance of the Condominium Project. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities including attorney fees, incurred in regard to said modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any element which affects and Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

**WHEREAS, ON FEBRUARY 13, 1997,** The Board of Directors passed by Resolution, identified as Resolution 97-05, calling for a uniform policy relating to alterations and maintenance of building and common elements;

**WHEREAS,** such resolution became effective on February 13, 1997; and

**WHEREAS,** such the Association desires to ratify and confirm said resolution, effective February 13, 1997 and to amend the Bylaws accordingly.

### **SECTION 3: ACTIVITIES**

No immoral, improper, unlawful or offensive activity shall not 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, 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 by any Co-owner unless specifically approved in writing by the Association except that a Co-owner may maintain one (1) domesticated dog or cat 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. 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 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 cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association and assess upon said Co-owner costs and expense, including attorney fees, necessary for said removal. 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. Use of any recreational facilities in the Condominium by children may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

#### **SECTION 7 VEHICLES:**

No housetrailers, commercial vehicles, boat trailer, boats, camping vehicles, camping trailer, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles, motorcycles, vehicles and trucks which are designed 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. Co-owners must park their vehicles in the garage and in their assigned Limited Common area only, unless the Board of Directors has specifically approved otherwise in writing and/or may otherwise be set forth in rules and regulations promulgated pursuant to Article VI, hereof. 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 advertising or identifying a business. Non commercial trucks such as Suburban, 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 assessed to and collected from the Co-owner of the unit responsible for the presence of the vehicle in the manner provided in Article II, hereof, 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, including "For Sale" signs and "Open" signs, without the written permission from the Association 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 Master Deed, these Bylaws, the Corporate 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-owners 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.

## **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.

## **SECTION 12 CO-OWNNER 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 of 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. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be resulting from negligent damage to or misuse of any of the common Elements 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 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). 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 Association By-laws. 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.

**THIS RESOLUTION AND AMENDMENT TO THE BYLAWS SHALL BE  
EFFECTIVE, MAY 18, 2000:**

**And all acts taken by the Board of Directors thereto are hereby ratified, approved and confirmed.**

**LAUREL WOODS CONDOMINIUM ASSOCIATION  
REMEDIES FOR DEFAULT  
AMENDMENT TO BYLAWS  
MAY 18, 2000**

**WHEREAS, ARTICLE XI, SECTION 1, (A) (B) (C), SECTION 2& 3  
READS:**

**WHEREAS, on June 19, 1995 The Board of Directors passed by Resolution, identified as Resolution 95-03 calling for procedure to assure due process in situation wherein there is a question of compliance with the Condominium documents.**

**WHEREAS, such resolution became effective on June 19, 1995 and;**

**WHEREAS, the Association desires this Resolution amendment shall be effective June 19, 1995, and all acts taken by the Board pursuant thereto are hereby ratified, approved and confirmed.**

**NOW THEREFORE, BE IT RESOLVED THAT;** the following shall be addressed as Section 5 and 6 of Article XI of the Bylaws:

**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 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.

**BE IT FURTHER RESOLVED,** that the following shall be added as Sections 7, 8, 9, and 10 of Article XI of the Condominium Bylaws:

**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 4.

**LAUREL WOODS CONDOMINIUM ASSOCIATION  
INDEMNIFICATION OF OFFICERS AND DIRECTORS  
AMENDMENT TO BY-LAWS**

**WHEREAS, ARTICLE XI, SECTION 4, OF THE ASSOCIATION  
BYLAWS READS:**

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonable incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the corporation, whether or not a director or officer at the time such expenses are incurred, except that this indemnification shall not apply to willful and wanton misconduct or acts of gross negligence. The foregoing 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. Such payment must be approved by a majority vote of the Board of Directors without the vote of the director seeking the indemnification. In the event there has been no judicial determination whether the conduct of the director seeking indemnification constituted willful or wanton misconduct or gross negligence, the Board of Directors may rely upon an opinion of counsel, which may not be a member of the Association.

**BE IT RESOLVED TO READ**, that Article XI, Section 4, shall be deleted, and in lieu of and in complete substitution thereof, be the following:

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, including actions by or in the right of the Association, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, 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 Association (with the director seeking reimbursement abstaining) approved 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 Association shall notify all Co-owners thereof.

**Page #2 Amendment to Indemnification of directors and officers**

The Association shall provide liability insurance for every director and officer of the Association for the same purposes provided above, 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 or officer's personal benefit or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under the paragraph above and under this paragraph 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 the paragraph above or other applicable statutory indemnification.

2009 APR -1 AM 10:23

Bernard J. Youngblood  
Wayne County Register of Deeds  
April 01, 2009 10:23 AM  
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SECOND AMENDMENT TO THE MASTER DEED OF  
LAUREL WOODS CONDOMINIUM  
(Act 59, Public Acts of 1978 as amended)  
Wayne County Condominium Subdivision Plan No. 148

LAUREL WOODS CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of LAUREL WOODS CONDOMINIUM, a residential condominium project established pursuant to the Master Deed thereof, recorded in Liber 20634, Pages 3 through 46, and First Amendment recorded in Liber 20777, Pages 218 through 225, Wayne County Records, and as amended, and known as Wayne County Condominium Subdivision Plan No. 148, hereby amends in the following manner the Master Deed and Exhibits thereto, pursuant to the authority contained therein.

This Amendment is based upon the consent of at least two-thirds (2/3rds) of the co-owners of units as required by Paragraph 10 of the Master Deed, and was hereby ratified on May 18, 2000.

The following amended Article VI, Sections 2 through 12 shall replace and supersede Article VI, Sections 2 through 14, which original sections shall be of no further force and effect:

Section 2: ALTERATIONS AND MODIFICATIONS OF UNITS AND COMMON ELEMENTS

No Co-owner shall make alterations in exterior appearance or make structural modifications to any unit (including exterior 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 express written approval of the Board of Directors (which approval shall be in recordable form) including without limitation, exterior painting, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, hot tubs and jacuzzis, basketball backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between units which in any way impair sound conditioning provisions. Satellite dishes, antennas, and any other multichannel multipoint distribution service shall be prohibited to the extent permitted by law, subject to any written rules and regulations promulgated by the Board of Directors of the Association under Article VI, of the Bylaws from time to time. The Board will approve such modifications only if in their discretion such modification do not impair the soundness, safety, utility or appearance of the Condominium Project. No attachment, appliance or other item may be installed which is designated to kill or repel insects or other animals by light or humanly audible sound. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities including attorney fees, incurred in regard to said modification and/or improvement. No Co-owner shall in any way restrict valves, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 3: ACTIVITIES

No immoral, improper, unlawful or offensive activity shall not 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, bows and arrows, sling shots or other similar potentially dangerous weapons, projectiles or devices.

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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. Use of any recreational facilities in the Condominium by children may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 7: VEHICLES

No housetrailers, commercial vehicles, boat trailer, boats, camping vehicles, camping trailer, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles, motorcycles, vehicles and trucks which are designed 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. Co-owners must park their vehicles in the garage and in their assigned Limited Common area only, unless the Board of Directors has specifically approved otherwise in writing and/or may otherwise be set forth in rules and regulations promulgated pursuant to Article VI, hereof. 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 advertising or identifying a business. Non commercial trucks such as Suburban, 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 assessed to and collected from the Co-owner of the unit responsible for the presence of the vehicle in the manner provided in Article II, hereof, 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, including "For Sale" signs and "Open" signs, without the written permission from the Association 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 Master Deed, these Bylaws, the Corporate 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-owners 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.

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.

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 of 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. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be resulting

from negligent damage to or misuse of any of the common Elements 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 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). 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<sup>1</sup> provided in Article II of the Association 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.

#### Section 16.

The Board of Directors deems it necessary to establish a uniform procedure relating to the leasing of units by co-owner(s) in conjunction with Article VI, Section 16. The Board of Directors has the sole authority to approve leased units in Laurel Woods Condominium Association. Leased units shall not exceed more than (5) five percent of the total units in the Association, meeting the requirements of banking and other lending institutions set forth to potential purchasers. The following amended Article VI, Section 16 replaces and supersedes the original section of the Condominium Bylaws, which original section shall be of no further force and effect:

- 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) 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).
- 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:
  - (1) the Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or nonCo-owner occupant.
  - (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or nonCo-owner occupant or advise the Association that a violation has not occurred.
  - (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its 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.

#### (4) ARREARAGE IN CONDOMINIUM ASSESSMENTS:

When a Co-owner is in arreage 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.

The following amended Article XI, Section 4 replaces and supersedes the original section of the Condominium Bylaws, which original section shall be of no further force and effect:

Section 4. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, including actions by or in the right of the Association, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, 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 Association (with the director seeking reimbursement abstaining) approved 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 Association shall notify all Co-owners thereof.

The Association shall provide liability insurance for every director and officer of the Association for the same purposes provided above, 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 or officer's personal benefit or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under the paragraph above and under this paragraph 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 the paragraph above or other applicable statutory indemnification.

The following sections shall be added to Article XI, and shall be numbered as Sections 5 through 10:

**Section 5: ASSESSMENTS 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 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 4.

Except as amended hereby, said Master Deed shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to the Master Deed to be executed this 19<sup>th</sup> day of March, 2009.

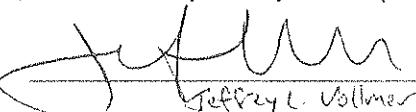
LAUREL WOODS CONDOMINIUM  
ASSOCIATION, a Michigan Non-Profit corporation

Flora M. St. Germain  
By: Flora M. St. Germain  
Its: President

STATE OF MICHIGAN )  
} ss  
COUNTY OF WAYNE )

On this 19<sup>th</sup> day of March, 2009, the foregoing Second Amendment to the Master Deed was acknowledged before me by Flora M. St. Germain, President of LAUREL WOODS CONDOMINIUM ASSOCIATION, a Michigan Non-Profit Corporation, on behalf of and by authority of the Corporation.

RETURN TO (NOT DRAFTED BY):  
Jeffrey L. Vollmer, Esq.  
23201 Jefferson Avenue  
St. Clair Shores, MI 48080

  
Jeffrey L. Vollmer  
Notary Public, Wayne County, MI  
My Commission Expires: 9/30/15  
Acting in Wayne County

Corporation & Securities Bureau  
6546 Morencie Way  
Lansing, Michigan 48905

P.O. Box 38834  
Corporation Division  
General Information  
(517) 373-0493  
Record Information  
(517) 373-0498  
Annual Report  
(517) 373-0488  
Certifications & Copies  
(517) 373-2901

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

P.O. Box 38222  
Enforcement Division  
(517) 374-8428  
Examination Division  
(517) 373-0446  
Condominiums  
(517) 373-8028  
Mobile Homes  
(517) 374-9588

DEPARTMENT OF COMMERCE

William F. McLaughlin, Director  
O R D E R

CERTIFICATE OF APPROVAL OF MASTER DEED

In re: Application of Suburban Management & Realty Company, a Michigan corporation, 18263 University Park Drive, Livonia, MI 48152, Developer, for a Certificate of Approval of Master Deed, for LAUREL WOODS CONDOMINIUM, between Six & Seven Mile Roads west of Newburgh Road, Livonia, Wayne County, Michigan. (Our File #78-70.

1. Application having been duly made and examined,
2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to 1978 P.A. 59, subject to the following conditions:
- a) That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
  - b) That this order be recorded with the County Register of Deeds at the same time as the Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation & Securities Bureau, prior to the issuance of a Permit To Sell.
  - c) That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
  - d) When construction has been completed, the developer shall amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of the Master Deed becomes effective immediately.
4. Pursuant to Section 21(3) of the Condominium Act, all projects approved under the Horizontal Real Property Act, 1963 P.A. 229, as amended, shall comply with Sections 21(4) and (5) of the Condominium Act.

MICHIGAN DEPARTMENT OF COMMERCE  
William F. McLaughlin, Director

By

E. C. Mackey  
E. C. Mackey, Director  
Corporation & Securities Bureau



Dated: August 27, 1979  
Lansing, Michigan

MASTER DEED

LAUREL WOODS CONDOMINIUM

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 142

This Master Deed is made and executed on this 27th day of August, 1979, by Suburban Management and Realty Co., a Michigan corporation, hereinafter referred to as "Developer," by Robert L. Hauser, its president, whose office is 32788 Five Mile Road, Livonia, Michigan 48154, in accordance with the provisions of the Michigan Condominium Act (hereinafter referred to as the "Act"). The Developer does, upon the recordation hereof, establish Laurel Woods Condominium (hereinafter referred to as the "Condominium") and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, expanded or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and in the exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said Condominium, their grantees, successors, heirs, executors, administrators and assigns.

1. Certain terms used in this Master Deed and in the other condominium documents shall have the following definitions:

(a) "Administrator" means the Michigan Department of Commerce or its authorized designee.

(b) "Association" or "Association of co-owners" means the Laurel Woods Condominium Association, a Michigan non-profit corporation, being the person designated in the condominium documents to administer this condominium.

(c) "Common elements" means the portions of the condominium other than the condominium units.

(d) "Condominium Bylaws" are the bylaws attached to this Master Deed as Exhibit A.

(e) "Condominium documents" means this Master Deed and any other instrument referred to herein or in the bylaws which affects the rights and obligations of co-owners in this condominium.

(f) "Condominium" or "condominium development" means the Laurel Woods Condominium as established and approved in conformity with the Act.

(g) "Condominium Subdivision Plan" or "Plan" means the plan attached to this Master Deed as Exhibit B including, as applicable, site plans, survey plan, utility plan, floor plans, floodplain plan, and sections showing the existing and/or proposed structures and improvements including the location thereof on the condominium land hereafter described. The plan shows the size, location, area and horizontal boundaries of each condominium unit as well as vertical boundaries and volume for each unit comprised of enclosed air space. The plan assigns a number to each condominium unit and includes a description of the nature, location and approximate size of certain common elements.

(h) "Condominium unit" or "unit" means that portion of the condominium designed and intended for separate ownership and use as described herein.

- (i) "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof which owns a condominium unit within the condominium development.
- (j) "Developer" means Suburban Management and Realty Co., a Michigan corporation.
- (k) "General common elements" means the common elements other than the limited common elements.
- (l) "Limited common elements" means a portion of the common elements reserved in this Master Deed for the exclusive use of less than all of the co-owners.
- (m) "Master Deed" means this document which when approved by the administrator and recorded shall establish the Condominium and to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits.
- (n) "Percentage of value" means the percentage assigned to each condominium unit in this Master Deed. The percentages of value of all units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the condominium documents or in the Act. Percentages of value for each condominium unit shall be determined with reference to reasonable comparative characteristics.
- (o) "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- (p) "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.
- (q) "Size" means the number of cubic feet or the number of square feet of ground or floor space within each condominium unit as computed by reference to the Condominium Subdivision Plan and rounded off to a whole number.
- (r) "Transitional control date" means the date on which the Board of Directors of the Association of co-owners takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.
2. The Condominium shall be known as Laurel Woods Condominium, Wayne County Condominium Subdivision Plan No. 148. The condominium units are described in the Condominium Subdivision Plan. Each condominium unit is for residential purposes only. Each co-owner of a condominium unit shall have an exclusive right to the unit and shall have undivided rights to share with other co-owners the common elements of the Condominium as described herein. Rights in common elements are inseparable from the ownership of condominium units. The architectural plans for this development were submitted to and approved by the City of Livonia, Michigan.
3. The land which comprises the Condominium is described as follows:

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

Commencing at the E 1/4 corner of Section 7, T1S, R9E; thence S 89°58'20" W along the east and west 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°01'50" E 409.21 feet to a point; thence S 40°02' E 203.68 feet to a point; thence S 89°58' W 978.77 feet to a point; thence N 00° 00'43" E 540.62 feet to a point; thence N 89°58'20" E along said east and west 1/4 line 707.48 feet to the point of beginning, containing 9.908 acres of land.

4. The common elements of the Condominium and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

(a) The general common elements are:

- (i) The land described in paragraph 3 hereof, including driveways, roads and surface parking areas;
- (ii) The electrical system throughout the Condominium, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit;
- (iii) The gas transmission lines throughout the Condominium, including that contained within unit walls together with gas meters, up to the point of connection with gas fixtures within any unit;
- (iv) The telephone wiring network throughout the Condominium;
- (v) The plumbing network throughout the Condominium, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (vi) The water distribution system, sanitary sewer system and storm drainage system throughout the Condominium;
- (vii) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys, porches, hallways, and elevators;
- (viii) The swimming pool.
- (ix) Such other elements of the Condominium not herein designated as general or limited common elements which are not enclosed within the boundaries of a condominium unit.

(b) The limited common elements are:

- (i) The porches 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 of the units to which such common elements are appurtenant as shown in the Condominium Subdivision Plan;
- (ii) 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.

(c) Maintenance, repair, replacement, renovation or restoration of all general and limited common elements shall be the responsibility of the Association; provided, however, that each co-owner shall be responsible for the decoration and maintenance (but not repair or replacement) of the limited common elements described in subparagraph 4(b)(ii) above. Repair of any damage to common elements caused by a co-owner or the family or invitees of a co-owner shall be the obligation of the co-owner. Any such repairs may be made by the Association and charged to the co-owner.

5. No co-owner shall use any condominium unit or the common elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of the other co-owner's condominium unit or the common elements.

6. As of the recordation of this Master Deed, the Condominium shall be comprised of 100 units. Each condominium unit is described in the Condominium Subdivision Plan attached hereto as Exhibit "B." Each condominium unit shall include all that space within the interior finished unpainted walls and ceilings and the finished subfloor as shown in the Condominium Subdivision Plan and delineated with heavy outlines. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm on file with the Michigan Department of Commerce. For all purposes individual units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the unit in the Condominium Subdivision Plan.

7. The percentage of value assigned to each condominium unit is set forth in this paragraph. 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 the administration, the value of such co-owner's vote at meetings of the Association of co-owners and the undivided interests of the co-owner in the common elements. The total percentage value of the Condominium is 100. Developer deems the comparative characteristics of the respective units to be approximately equal. Therefore, all units have an equal percentage of value which is one (1%) percent.

8. Developer reserves the right to alter the design of any unsold and unreserved units or buildings in the Condominium, which alterations may be made in Developer's discretion without the consent of any person except, if required, governmental building authorities and the Administrator, if such alteration necessitates any amendment to the Condominium Subdivision Plan.

9. In the event any portion of a unit or common element encroaches upon another unit or common element due to 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. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit 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. There shall exist easements of support with respect to any unit interior wall which supports a common element. The Board of Directors of the Association may grant easements over or through, or dedicate, any portion of any general common element of the Condominium for utility, roadway or safety purposes.

10. This Master Deed and the exhibits hereto may be amended only in the manner permitted by this paragraph. Amendments may be made by the Developer or by the Association. Prior to completion of the entire proposed development by Developer, only the Developer may make amendments which adjust percentages of value, affect rights in limited common elements, affect the rights of the Developer to conduct sales activities or maintain offices on the Condominium premises, or affect any of the Developer's rights relating to alteration of the Condominium as described in paragraph 8 hereof, provided that in any event such amendments are subject to approval of the Administrator as hereafter required.

(a) The Condominium Documents may be amended for a proper purpose, without consent of co-owners, mortgagees, or other interested parties, including the modification of the types and sizes of unsold condominium units and their appurtenant limited common elements as long as the Administrator determines that the amendments do not materially alter or change the rights of the co-owners, mortgagees, or other interested parties. All amendments pursuant to paragraph 8 shall be effected by amendments made pursuant to this subparagraph.

(b) The Condominium Documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the co-owners, mortgagees, or other interested parties, with the approval of the Michigan Department of Commerce and the consent of 2/3 of the votes of the co-owners. A co-owner's condominium unit dimensions or appurtenant, limited common elements may not be modified without that co-owner's consent. Co-owners and mortgagees of record shall be notified of the proposed amendments, under this subparagraph, before filing with the Administrator.

(c) A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of the co-owners or based upon the decision of the advisory committee described in Article I, section 6 of the Condominium Bylaws, the costs of which are expenses of administration.

11. This Condominium may be terminated only in the following manner:

(a) If there is no co-owner other than the Developer, the Developer with the consent of any interested mortgagees may unilaterally terminate the condominium project or amend the Master Deed. A termination or amendment under this subparagraph shall become effective upon the recordation thereof if executed by the Developer.

(b) If there is a co-owner other than the Developer, then the condominium shall be terminated only by the agreement of the Developer and unaffiliated co-owners of condominium units to which 4/5 of the votes in the association of co-owners appertain.

(c) Agreement of the required majority of co-owners to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(d) Upon recordation of an instrument terminating the Condominium the property constituting the Condominium shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements and percentages of value immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.

(e) Upon recordation of an instrument terminating the condominium, any rights the co-owners may have to the assets of the association of co-owners shall be in proportion to their respective undivided interests in the common elements and percentages of value immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

(f) Notification of termination by first class mail must be made to all parties having interests in the Condominium including escrow agents, land contract vendors, lien holders and prospective purchasers who deposited funds. Proof of dissolution of the association must be submitted to the Michigan Department of Commerce.

12. The Developer may maintain offices, model units and similar sales facilities in the Condominium during the period of development and sales of condominium units by Developer. During such period, the Developer shall pay all costs directly related to the use of such offices, model units or other facilities and after such period the Developer shall restore such offices, model units or other facilities to habitable status.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year first above written.

WITNESSES:

  
\_\_\_\_\_  
Katherine Haroutunian

  
\_\_\_\_\_  
David Olah

SUBURBAN MANAGEMENT AND REALTY CO.  
a Michigan corporation

By:   
\_\_\_\_\_  
Robert L. Hauser

Its: President

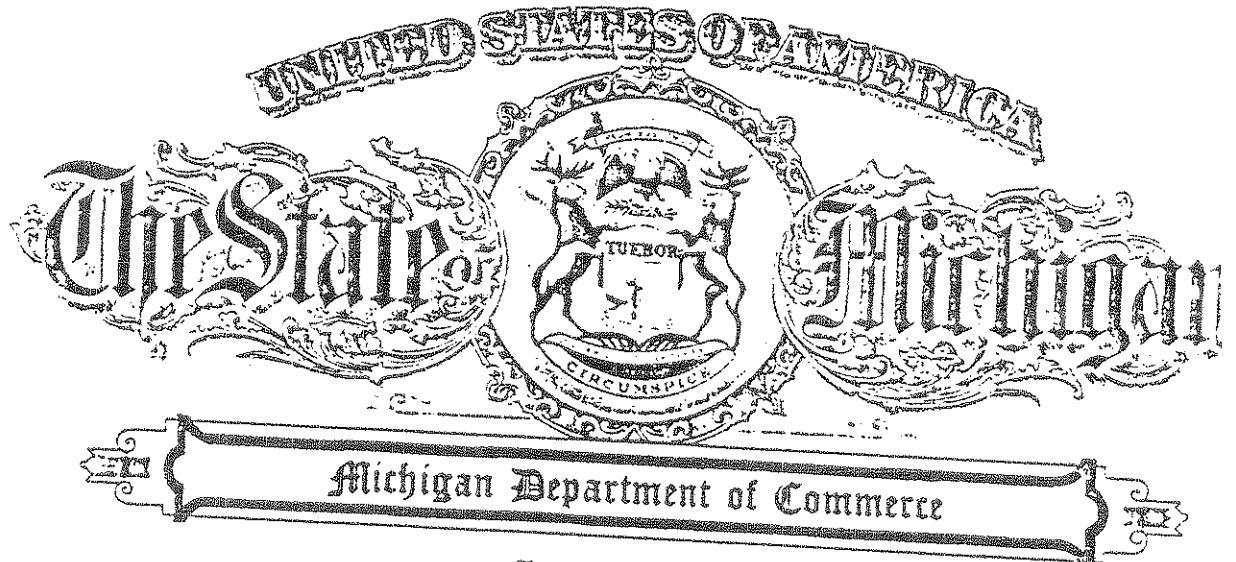
STATE OF MICHIGAN)  
                      )SS  
COUNTY OF WAYNE )

On this 27th day of August, 1979, the foregoing Master Deed was acknowledged before me by Robert L. Hauser, President of Suburban Management and Realty Co., a Michigan corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Katherine M. Haroutunian  
Notary Public, Oakland County,  
Michigan, acting in Wayne County.  
My commission expires: 7/2/82

Drafted by and when  
recorded return to:

Thomas J. Beale, Esq.  
Byman, Gurwin, Nachman, Friedman & Winkelman  
17117 W. Nine Mile, 16th Floor  
Southfield, Michigan 48075



Lansing, Michigan

To All To Whom These Presents Shall Come:

I, William F. McLaughlin, Director, Michigan Department of Commerce,  
Do hereby Certify That Articles of Incorporation of \_\_\_\_\_

LAUREL WOODS CONDOMINIUM ASSOCIATION

were duly filed in this office on the 7th day of May, 1979,  
in conformity with Act 284, Public Acts of 1972, as amended, and Act 327, Public  
Acts of 1931, as amended.

In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department  
in the City of Lansing, this 7th day  
of May, 1979.

William F. McLaughlin  
Director

RECEIVED

706 501

FILED

MAY 4 1979

MAY 7 1979

MICHIGAN DEPT. OF COMMERCE

NON-PROFIT  
ARTICLES OF INCORPORATION

*Maria M. Kugell*

DIRECTOR

MICHIGAN DEPARTMENT OF COMMERCE

These Articles of Incorporation are signed by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, and Act No. 284 of the Public Acts of 1972, <sup>as amended</sup>, as follows:

ARTICLE I

The name of the corporation is Laurel Woods Condominium Association (hereinafter referred to as the "Association").

ARTICLE II

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

- (a) To manage and administer the affairs of and to maintain Laurel Woods Condominium (hereinafter referred to as the "Condominium")
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of the Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, lease (as Landlord or Tenant), or otherwise grant interests in any real or personal property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association. Not in limitation of the foregoing, the Association may acquire and own units in the Condominium;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

00

- (i) To enforce the provisions of the Master Deed, Condominium Bylaws and Corporate Bylaws and of these Articles of Incorporation and such Rules and Regulations of the Association as may hereafter be adopted;
- (j) To do anything required of or permitted to the Association as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of Michigan of 1978, as from time to time amended;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

#### ARTICLE III

Location of the first registered office is 32788 Five Mile Road, Livonia, Michigan 48154.

Post office address of the first registered office is 32788 Five Mile Road, Livonia, Michigan 48154.

#### ARTICLE IV

The name of the first resident agent is Robert L. Hauser.

#### ARTICLE V

The Association is organized upon a non-stock basis.

The amount of assets which the Association possesses is:

Real Property:	None
Personal Property:	None

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

#### Assessment of Members

#### ARTICLE VI

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

Robert L. Hauser, 32788 Five Mile Road, Livonia, Mi. 48154  
Paul R. Bergeron, 32788 Five Mile Road, Livonia, Mi. 48154  
Paul Hodges, 32788 Five Mile Road, Livonia, Mi. 48154

LAUREL WOODS CONDOMINIUM ASSOCIATION

CORPORATE BYLAWS

ARTICLE I

The Condominium Bylaws of the Association are attached to and recorded with the Master Deed and are hereby incorporated herein by reference in their entirety. The Bylaws hereafter set forth shall be known as the Corporate Bylaws.

ARTICLE II

Section 1. 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 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 Bylaws of the Association, the Master Deed or the laws of the State of Michigan.

Section 2. The first annual meeting of members of the Association shall be held in accordance with Article I, section 6 of the Condominium Bylaws. The date, time and place of the first annual meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year (commencing the third Tuesday in March of the calendar year following the year in which the first annual meeting is held) 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 in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Association as may properly come before them. Annual meetings falling on or near holidays may be rescheduled by the Board of Directors.

Section 3. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one third (1/3) of the co-owners in number presented to the Secretary of the Association, but only after the first annual meeting referred to in section 2 of this Article has been held. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article I, section 2(e) the Condominium Bylaws or to the address of the unit owned by the co-owner shall be deemed notice served. 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. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. The treasurer 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 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. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

#### ARTICLE V

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 VI

Section 1. The finances of the Association shall be handled in accordance with the Condominium Bylaws.

Section 2. 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 of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 3. The funds of the Association shall be deposited in such bank as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by the Board of Directors from time to time.

#### ARTICLE VII

Section 1. These Bylaws may be amended in the same manner as the Condominium Bylaws, provided, however, that no amendments hereto need be recorded in any register of deeds in order to become effective.

#### ARTICLE VIII

Section 1. These Bylaws are set forth to comply with the Michigan Condominium Act and with the Master Deed and the exhibits thereto, including the Condominium Bylaws, and with the Articles of Incorporation of the Association. In case any of these Bylaws conflict with the provisions of said laws or with the provisions of said Master Deed or the exhibits thereto or the Condominium Bylaws, or Articles of Incorporation, the provisions of the laws and said Master Deed, exhibits, Bylaws and Articles shall be controlling.

### ARTICLE III

Section 1. The affairs of the Association shall be governed by a Board of Directors all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened at the time required by Article II, section 2 of these Bylaws. At such first meeting of members of the Association, the Board of Directors shall be increased in size from three to seven persons and then and at each annual meeting of the Association held thereafter, seven directors shall be elected. The term of the first Board of Directors shall continue until the first annual meeting of members. The term of the Board of Directors elected at the first annual meeting shall continue until the next regularly scheduled annual meeting. The term of all other directors shall be one year. All directors shall hold office until their successors have been elected and hold their first meeting.

(3)  
1st  
7d  
2 yrs  
(4)  
1st  
1 yr

Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 4. Vacancies in the Board of Directors (including the first board of directors named in the Articles of Incorporation) 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 5. At any regular or special meeting of the Association duly called and held, any one or more of the directors may be removed with or without cause by a majority of the co-owners in value in attendance at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 6. 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 7. 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 telegraph at least five (5) days prior to the date of the meeting.

Section 8. 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 telegraph, 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.

## ARTICLE VII

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

Robert L. Hauser, 32788 Five Mile Road, Livonia, Mi. 48154  
Paul R. Bergeron, 32788 Five Mile Road, Livonia, Mi. 48154  
Paul Hodges, 32788 Five Mile Road, Livonia, MI. 48154

## ARTICLE VIII

The term of corporate existence is perpetual.

## ARTICLE IX

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

(a) Each co-owner of a unit in the Condominium shall be a member of the Association, and no other person or entity shall be entitled to membership. The Developer named in the Condominium Master Deed and any successor Developer approved by the State of Michigan shall be a member of the Association until all units have been conveyed to individual purchasers.

(b) Membership in the Association by persons other than the Developer shall be established by acquisition of ownership of a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located a deed or other instrument establishing a change of ownership of the unit and the furnishing of evidence of such change of ownership satisfactory to the Association, the new co-owner thereby becoming a member of the Association and the membership of the prior co-owner thereby being terminated.

(c) The share of a member in the funds and assets of the Association or other rights of membership cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the Condominium unit.

(d) Voting by members shall be in accordance with the provisions of the Master Deed, Condominium Bylaws and Corporate Bylaws of this Association.

We, the incorporators, sign our names this 11 day of January, 1971.

  
\_\_\_\_\_  
Robert L. Hauser

  
\_\_\_\_\_  
Paul R. Bergeron

  
\_\_\_\_\_  
Paul Hodges, Jr.

EXHIBIT A

CONDOMINIUM BYLAWS

LAUREL WOODS CONDOMINIUM ASSOCIATION

ARTICLE I

Section 1. The Condominium shall be administered by a non-profit corporation, hereinafter called the "Association," organized under the 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 in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Corporate Bylaws and duly adopted Rules and Regulations of the Association, and the Laws of the State of Michigan. All co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any condominium unit or the common elements shall be subject to the provisions and terms set forth in the aforesaid Master Deed, Bylaws, Articles, Rules and Regulations, and laws. These bylaws are designated as the Condominium Bylaws and relate to the manner in which the Condominium and the common affairs of the co-owners of the condominium units shall be administered. The Condominium is a residential development located in the City of Livonia, Wayne County, Michigan.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) 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) Except as limited in these 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 percentages allocated to the units owned by such co-owner as set forth in the 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. In the case of any unit owned jointly by more than one co-owner, the voting rights appurtenant to that unit may be exercised jointly as a single vote or may be split if all the joint co-owners of the unit so agree in writing.

(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. No co-owner, other than the Developer, shall be entitled to vote prior to the first annual meeting of members held in accordance with section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote only for units which the Developer owns for which a certificate of occupancy has been issued.

(e) Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the 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. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.

(f) There shall be an annual meeting of the members of the Association commencing with the first annual meeting held as provided in section 6 of this Article I. Other meetings shall be held as provided for in the Corporate Bylaws of the Association. Notice of the time, place and subject matter of all meetings shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners at least 10 days prior to the meeting.

(g) The presence in person or by proxy 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) 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. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) Unless otherwise provided, any action which could be authorized at a meeting of the members shall be authorized by any affirmative vote of more than fifty (50%) percent in number of the members. The foregoing statement and any other provision of the Master Deed, these Bylaws or the Corporate Bylaws requiring the approval of a majority (or other stated percentage) of the members or co-owners shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in number of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association duly called and held.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Corporate Bylaws.

Section 3. 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. Such accounts and all other Association records shall be open for inspection by the co-owners and their mortgagees during reasonable working hours. The books of account shall be audited at least annually by qualified independent accountants; provided, however, that such accountants need not be certified public accountants, nor does such audit need to be a certified audit. The Association shall prepare and distribute to each co-owner at least twice each year a financial statement, the contents of which shall be defined by the Association. 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 Master Deed establishing the Condominium and all amendments to the 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.

Section 4. 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, except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed prior to the first annual meeting of members held pursuant to section 6 of this Article I. If a member is a partner or corporation, then any partner of the Partnership, or officer or director of the Corporation shall be qualified to serve as a director.

(a) 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 Master Deed, these Bylaws, the Corporate 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, including (but without limitation) the lease or purchase of any unit in the Condominium for use by a resident manager. The purchase, sale, mortgage or lease of any real property (including any unit in the Condominium) shall be subject to the approval of fifty (50%) percent of the co-owners in number voting at a meeting duly called and held.

(vii) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association. Prior to the first annual meeting of the co-owners, the Board of Directors may make such borrowing only with the approval of fifty (50%) percent of the co-owners in number voting at a meeting duly called and held.

(viii) To make rules and regulations in accordance with Article VI, section 10 of these 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 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 or the State of Michigan.

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

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity affiliated with the Developer) 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. In no event may the Board enter into any contract with a professional management agent, or any other contract providing for services by the Developer or an affiliate of the Developer, the maximum term of which is greater than three years unless the contract is terminable by the Association upon 90 days' written notice.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed before the first annual meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members, provided that such actions are consistent with the powers and duties of the Board of Directors described in these Bylaws, the Corporate Bylaws, the Master Deed, and any other document establishing the Condominium.

Section 5. The Corporate 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 sixty (60%) percent of the co-owners in number.

Section 6. The first annual meeting of the members of the Association may be convened only by the Developer and may be called, in the Developer's discretion, at any time after twenty-five (25%) percent in number of all units in the Condominium have been conveyed to individual purchasers. In no event, however, shall the first annual meeting be called later than thirty (30) days after eighty (80%) percent in number of all units proposed in the Condominium on the land described in paragraph 3 of the Master Deed have been conveyed to individual purchasers, but not later than two years after recordation of the original Master Deed. The date, time and place of such first annual meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Corporate Bylaws. Within one year after recordation of the first Master Deed, if the first annual meeting has not been held, the first Board of Directors shall call a special meeting of the members for the purpose of electing three (3) persons from among the non-Developer co-owners to serve on an Advisory Committee to the first Board of Directors. The purpose of the

Advisory Committee shall be to facilitate communications between the first Board of Directors and the non-Developer co-owners until the first annual meeting of members is held in accordance with the provisions hereof. The members of the Advisory Committee shall serve for one year, or until their successors are elected. The Advisory Committee shall cease to exist automatically upon the election of directors at the first annual meeting of members. The first Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both the first Board of Directors and the Advisory Committee agree. The first Board of Directors may call meetings of members of the Association for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting (or the special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as the first annual meeting of members.

Section 7. Any reference to the "first Board of Directors" in the Master Deed, these Bylaws, the Corporate Bylaws, or the Articles of Incorporation shall mean and refer to the Board of Directors named in the Articles of Incorporation, including any successor or additional director appointed or elected prior to the first annual meeting of the members of the Association.

## ARTICLE II

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration. Special assessments and property taxes shall be assessed against the individual condominium units identified as units of the condominium subdivision plan and not on the total property of the project or any other part thereof, except for the year in which the condominium project was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the condominium project shall be expenses of administration of the project and paid by the co-owners as provided in this article. The taxes and special assessments shall not be divided or apportioned on the tax roll. Special assessments and property taxes in any year in which the property existed as an established condominium project on the tax day shall be assessed against the individual condominium unit, notwithstanding any subsequent vacation of the condominium project. Condominium units shall be described for such purposes by reference to the condominium unit number of the condominium subdivision plan and the caption thereof together with the liber and page of the county records in which the approved master deed is recorded. Assessments for subsequent real property improvements to a specific condominium unit shall be assessed to that condominium unit description only. For property tax and special assessment purposes each condominium unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units and no assessment of any fraction of any unit or combination of any unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment of taxes of any single condominium unit be made notwithstanding separate or common ownership thereof.

Section 2. 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.

Section 3. Assessments shall be determined in accordance with the following provisions:

(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, including a reasonable allowance for contingencies and reserves. Any budget adopted after the first annual meeting of members shall include an allocation to a reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each co-owner and the assessment for the year shall be established based upon said budget. The Board of Directors shall have the authority to increase the general assessment as it shall deem to be necessary in the Board's sole discretion, provided that increases in the general assessment shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to make necessary replacements of common elements; or (iii) for any emergencies.

(b) Special assessments may be made by the Board of Directors from time to time for such purposes as (i) payment of any obligation of the Association, (ii) payment for necessary repairs or replacements, or (iii) payments for capital improvements; provided, however, that in any fiscal year of the Association, expenditures for capital improvements may not exceed One Thousand (\$1,000.00) Dollars, unless such expenditures are approved by a sixty (60%) percent majority of the co-owners in number. The first Board of Directors shall not authorize any capital improvements at the expense of the Association.

(c) The Board of Directors shall maintain a reserve fund for major repairs and replacements and emergency expenditures, which reserve fund shall be in the amount of not less than ten (10%) percent of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a noncumulative basis. Any surplus in reserve funds may be transferred to the Association's general funds. The foregoing amount required to be held in the reserve fund may be determined to be inadequate for the Condominium. The Board of Directors should carefully analyze the needs of the Condominium on an annual basis to determine if the reserve fund should be increased or if additional reserves should be established for other purposes.

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

(i) Except as provided herein, a mechanics 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.

(ii) A mechanics lien for work authorized by the Developer or principal contractor and performed upon the common elements may attach only to condominium units owned by the Developer at the time of recording of the statement of account and lien.

(iii) A mechanics lien for work authorized by the association may attach to each condominium unit only to the proportionate extent that the co-owner of the condominium unit is required to contribute to the expenses of administration as provided by the condominium documents.

(iv) A mechanics lien may not arise or attach to a condominium unit for work performed on the common elements not contracted for by the Developer or the Association.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners, including the Developer as set forth hereafter, in accordance with the percentage of value allocated to each unit in the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a condominium unit. Prior to the first annual meeting of the members of the Association the Developer shall not be required to pay annual assessments for unoccupied units but in lieu thereof shall be solely responsible for the maintenance and insurance of such units. Developer shall be obligated to pay the full assessment due for any unit owned by the Developer and occupied as a residence. After the first annual meeting of the members of the Association the Developer shall pay the full assessment accruing for each unit owned by the Developer for which a certificate of occupancy has been issued, notwithstanding that such unit or units may not be occupied. Annual assessments shall be payable by co-owners in twelve (12) equal monthly installments. 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. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. The Board of Directors may also adopt uniform late charges pursuant to section 10 of Article VI of these Bylaws. Each co-owner (whether one or more persons) shall be personally liable for the payment of all assessments levied against the unit. A purchaser of a unit shall acquire the unit subject to any unpaid assessments against it and shall be personally liable therefor. A co-owner selling a unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account or other asset of the Association.

Section 5. 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.

Section 6. 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) and advances for taxes or other liens paid by the Association to protect its lien, plus any late charges, shall be chargeable to the co-owner in default and shall be secured by the lien on the unit. In the event of default by any co-owner in the payment of any installment of the annual assessment, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association 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 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.

Section 7. Notwithstanding any other provisions of the Master Deed, these Bylaws, the Corporate Bylaws or Articles of Incorporation of the Association, the holder of any first mortgage covering any unit in the Condominium which comes into possession of the unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the unit free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit; provided, however, that the foregoing provision does not apply to liens for unpaid assessments, notice of which is recorded prior to the making and recordation of the first mortgage.

Section 8. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

(a) The notice of lien shall set forth the legal description of the condominium unit or units to which the lien attaches, the name of the co-owner thereof according to the records of the Association, the amount due the Association as of the date of the notice, exclusive of interest, costs, attorneys fees and future assessments.

(b) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(c) The notice of lien shall be recorded in the office of the register of deeds in the county in which the Condominium is situated and shall be served upon the delinquent co-owner by first class mail, postage prepaid, addressed to the last known address of the co-owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

(d) Such liens may be foreclosed by the Association by advertisements or by an action at law in the manner provided in Section 6 of this article.

Section 9. 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 against the unit together with interest, costs and attorneys' fees incurred in connection with the collection of such assessments.

### ARTICLE III

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Master Deed, these Bylaws, Corporate Bylaws, Articles of Incorporation of the Asso-

ciation, or any rule or regulation of the Association, 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 such 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. No co-owner nor the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election by co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievances in the courts.

Section 4. Any civil action (other than an action against a co-owner to collect delinquent assessments or enforce the Master Deed or Bylaws) proposed by the Board of Directors on behalf of the Association shall be authorized by a vote of fifty-one (51%) percent of the co-owners in number and notice of such proposed action shall be given in writing to all co-owners.

#### ARTICLE IV

Section 1. 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, 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 such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear. It shall be each co-owner's responsibility to obtain insurance coverage for personal property located within a unit or elsewhere in the Condominium and for personal liability for occurrences within a unit or upon limited common elements appurtenant to a unit and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. 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.

(b) All common elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the appropriate percentage of maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a unit which were furnished with the unit as standard items, or such replacements thereof as do not exceed the cost of such standard items. Any improvements made by a co-owner within a unit shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto may 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 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 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.

Section 2. 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 therefor, to collect proceeds and to distribute the same to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the provisions of the Master Deed and these 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

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

(a) 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 a unanimous vote of all of the co-owners in the Condominium that the Condominium shall be terminated, and each institutional holder of a first mortgage lien on any unit in the Condominium has given prior written approval of such termination.

(b) If the Condominium is so damaged that no unit is tenantable, and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of all co-owners in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction. The seventy-five (75%) percent majority required by this subsection (b) shall be applied to all existing co-owners and shall not mean seventy-five (75%) percent of the co-owners attending a meeting.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the 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.

Section 3. If the damage is only to a part of a unit which is the responsibility of a co-owner to maintain and repair, it shall be the

responsibility of the co-owner to repair such damage in accordance with section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each co-owner shall be responsible for the reconstruction and repair of the interior of the co-owner's unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether freestanding or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with section 5 of this Article. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any unit in the Condominium.

Section 5. The Association shall be responsible for the reconstruction and repair of the common elements (except as specifically otherwise provided in the Master Deed) and any incidental damage to a unit caused by such common elements or the reconstruction and repair thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and 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 all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. The following provisions shall apply upon any taking by eminent domain of any part of the Condominium:

(a) If any portion of the common elements is taken by eminent domain, the award therefor shall be allowed to the co-owners in proportion to their respective undivided interests in the common elements. The Association acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of common elements and any negotiated settlement approved by more than two-thirds (2/3) of the co-owners in number and shall be binding on all co-owners.

(b) If a condominium unit is taken by eminent domain, the undivided interest in the common elements appertaining to the condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the co-owner of the condominium unit taken for his undivided interest in the common elements as well as for the condominium unit.

(c) If portions of a condominium unit are taken by eminent domain, the court shall determine the fair market value of the portions of the condominium unit not taken. The undivided interest for each condominium unit in the common elements appertaining to the condominium units shall be reduced in proportion to the diminution in the fair market value of the condominium unit resulting from the taking. The

portions of undivided interest in the common elements thereby divested from the co-owners of a condominium unit shall be reallocated among the other condominium units in the condominium project in proportion to their respective undivided interests in the common elements. A condominium unit partially taken shall receive the reallocation in proportion to its undivided interests in the common elements as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit partially taken for that portion of the undivided interest in the common elements divested from the co-owner and not vested in the co-owner pursuant to the following subsection, as well as for that portion of the condominium unit taken by eminent domain.

(d) If the taking of a portion of a condominium unit makes it impractical to use the remaining portion of that condominium unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the common elements appertaining to that condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that condominium unit shall thenceforth be a common element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit for the co-owner's entire undivided interest in the common elements and for the entire condominium unit.

(e) Votes in the association of co-owners and liability for future expenses of administration appertaining to a condominium unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to the relative voting strength in the association of co-owners. A condominium unit partially taken shall receive a reallocation as though the voting strength in the association of co-owners was reduced in proportion to the reduction in the undivided interests in the common elements.

(f) In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the Condominium.

(g) In the event any unit in the Condominium, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLBC"), the Association shall give FHLBC 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. Nothing contained in the Master Deed, these Bylaws, the Corporate Bylaws, or 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

Section 1. No unit in the Condominium shall be used for other than residential purposes. Any co-owner, including the Developer, may rent any number of units at any time, without limitation as to term of occupancy. No co-owner shall carry on any commercial activities anywhere on the premises of the Condominium except as permitted to the Developer.

Section 2. No co-owner shall make alterations in exterior appearance or make structural modifications to any unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including but not limited to, exterior painting or the erection of antennas, 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 units which in any way impair soundconditioning qualities of the walls. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. This provision shall not in any way limit the rights of the Developer to develop and construct the Condominium and make alterations as part of such development.

Section 3. 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 nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do or permit anything to be done or to keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Board of Directors, and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. This provision does not apply to Developer's construction activities.

Section 4. Without the prior written consent of the Board of Directors, no household pets other than one cat or one dog shall be kept in the Condominium by any co-owner. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the common elements, and any animal shall at all times be attended by a responsible person while on the common elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property. The term "household pets" as used in this section shall not include small animals which are constantly caged such as small birds or fish.

Section 5. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor 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 of trash. The common elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Board of Directors. In general, no activity shall be carried on nor condition maintained by a co-owner either in a unit or upon the common elements, which detracts from the appearance of the Condominium. This provision shall not limit Developer's construction activities.

Section 6. 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. Use of any recreational facilities in the Condominium by children may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

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Section 7. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Board of Directors. Commercial vehicles and trucks shall not be parked in or about the Condominium without the approval of the Board of Directors, except while making deliveries or pickups in the normal course of business. The Board of Directors may allocate or assign parking spaces from time to time on an equitable basis. This provision shall not limit Developer's construction activities.

Section 8. No co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, BB guns, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium.

Section 9. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, including "For Sale" signs, without written permission from the Board of Directors. This provision shall not limit Developer's sales or rental activities.

Section 10. Reasonable regulations consistent with all laws, the Master Deed, these Bylaws, the Corporate Bylaws and Articles of Incorporation of the Association concerning the use of the common elements or the rights and responsibilities of the co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by 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. Such rules may not be applied to limit Developer's construction, sales or rental activities.

Section 11. 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. The Association or its agent shall also have access to each unit and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit. It shall be the responsibility of each co-owner to provide the Association means of access to the 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, to the 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 and shall not be liable to such co-owner for any necessary damage to any unit or any limited common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 12. No co-owner shall perform any landscaping or plant any trees or shrubs or place any ornamental materials upon the common elements unless approved by the Board of Directors in writing. This provision does not apply to the initial construction and development of the Condominium.

Section 13. 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. Each co-owner shall maintain the unit owned and any limited common elements appurtenant thereto for which the co-owner has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including but not limited to the telephone, water, gas, plumbing, 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. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by the co-owner or the co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.

Section 15. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period as herein-after defined, or of the Association in furtherance of its powers and purposes. For the purposes of this section, the construction and sales period shall be deemed to continue so long as Developer owns any unit which Developer offers for sale. Until all units in the entire planned Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable sale of the entire Condominium by Developer. During the construction and sales period, Developer shall have the full right to utilize all or any portion of any area for office and sales purposes or any other purposes reasonably incident to the development and sale of the Condominium; provided, however, that during such period as Developer continues to use any area or any portion thereof for such purposes, Developer shall bear such portion of the expenses for maintenance of such areas as are reasonable in relation to the nature and extent of its use by Developer.

Section 16. Any co-owner, including the Developer, intending to rent or lease a condominium unit shall give at least 21 days prior written notice thereof to the Association together with a copy of the co-owner's exact lease form. In the event the Developer proposes to rent units before the first annual meeting of the members of the Association, such notice shall be given either to the advisory committee or to each co-owner in writing. All tenants of condominium units shall comply with all conditions of these bylaws and all other condominium documents and any proposed lease or rental agreement shall so provide. If the Board of Directors determines that any tenant has failed to comply with the provisions of these bylaws or the condominium documents, the following action shall be taken:

*Section 1*

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

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

(c) If after 15 days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the co-owners on behalf of the Association of co-owners, if it is under the control of the Developer, an action for eviction against the tenant and simultaneously for money damages in the same action against the co-owner and the tenant for breach of the provisions of these bylaws or the condominium documents. The relief set forth in this subsection may be by summary proceedings. Both the tenant and the co-owners shall be liable to the Association for any damages caused by co-owner or tenant in connection with the condominium unit.

When a co-owner who is leasing or renting a unit is delinquent in payment of Association assessments, the Association may give written notice of such delinquency to the tenant occupying the co-owner's unit, and the tenant, after receiving such notice, shall deduct from the rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

#### ARTICLE VII

Section 1. 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. 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 amounts of such coverage.

Section 3. 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

Section 1. Amendments to these 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. Upon any such amendment being proposed, a meeting for consideration of the amendment shall be duly called in accordance with the provisions of the Corporate Bylaws.

Section 3. These Bylaws may be amended by the Association in the manner permitted in the Master Deed.

Section 4. Prior to the first annual meeting of members, these Bylaws may be amended by the first Board of Directors without

approval from any person other than the Michigan Department of Commerce to make such amendments as shall not increase or decrease the benefits or obligations, or materially affects the rights of any member of the Association.

Section 5. Any amendment to these Bylaws (but not the Corporate Bylaws) shall become effective upon approval of the same by the State of Michigan and shall be recorded in the office of the register of deeds in the county where the Condominium is located.

Section 6. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

#### ARTICLE IX

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 Master Deed, these Bylaws, the Corporate Bylaws and Articles of Incorporation of the Association are accepted and ratified. In the event such Master Deed, Bylaws or Articles of Incorporation conflict with the provisions of any statute, the statute shall govern.

#### ARTICLE X

As used in the Master Deed, these Bylaws, the Corporate Bylaws and Articles of Incorporation of the Association, the term "Developer" refers to the Developer named in the Master Deed and any successor developer approved by the Michigan Department of Commerce. Pronouns used herein shall be deemed interchangeable with all other pronouns, as the context of the provisions hereof may require.

#### ARTICLE XI

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

(a) Failure to comply with any of the terms or provisions of the Master Deed, these Bylaws, the Corporate 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 an aggrieved co-owner or co-owners.

(b) In any proceeding arising because of an alleged default by any co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any co-owner be entitled to recover such attorneys' fees.

(c) The violation of any of the provisions of the Master Deed, these Bylaws, the Corporate 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 Master Deed, Bylaws or Articles.

Section 2. The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Master Deed, these Bylaws, the Corporate 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. 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 master deed, 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.

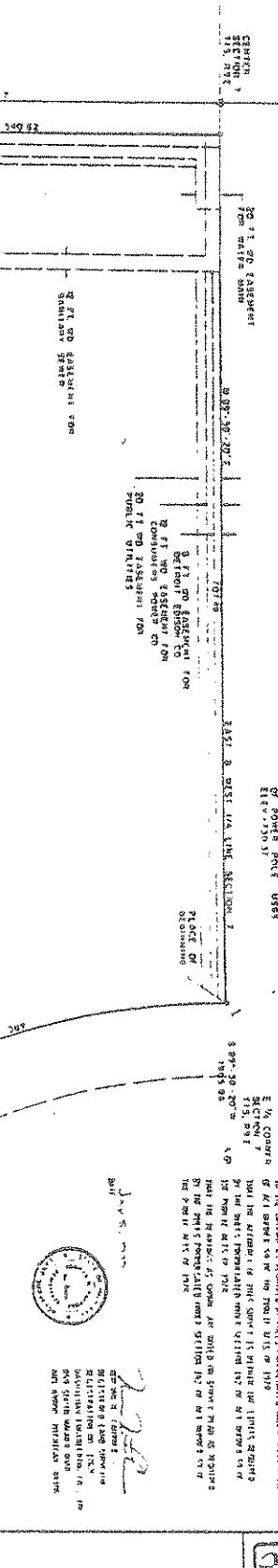
Section 4. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the corporation, whether or not a director or officer at the time such expenses are incurred, except that this indemnification shall not apply to willful and wanton misconduct or acts of gross negligence. The foregoing 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. Such payment must be approved by a majority vote of the Board of Directors without the vote of the director seeking the indemnification. In the event there has been no judicial determination whether the conduct of the director seeking indemnification constituted willful or wanton misconduct or gross negligence, the Board of Directors may rely upon an opinion of counsel, which counsel may not be a member of the Association.

#### ARTICLE XIII

In the event that any of the terms, provisions, or covenants of the Master Deed, these Bylaws, the Corporate Bylaws or the Articles of Incorporation of the Association 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 master deed, bylaws or articles or the remaining portions of any terms provisions or covenants held to be partially invalid or unenforceable.

## I-275 FREEWAY

NORTH &amp; SOUTH 1/4 LINE SECTION T



SEE NEXT PAGE  
FOR ENLARGED  
SURVEYOR'S  
CERTIFICATE

SEE PREVIOUS  
PAGE FOR EN-  
LARGED LEGAL  
DESCRIPTION

SEE PREVIOUS PAGE FOR EN- LARGED LEGAL DESCRIPTION	Surveyor's Name: [Signature]
	Date: [Signature]
	Surveyor's Seal: [Seal]
	APPROVED By: [Signature]
	Date: [Signature]
	Surveyor's Seal: [Seal]
RECORDED IN SURVEYOR'S OFFICE - DATE REC'D. [Signature]	
RECORDED IN SURVEYOR'S OFFICE - DATE REC'D. [Signature]	

# LAUREL WOODS CONDOMINIUM

CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN

DEVELOPER

SUBURBAN MANAGEMENT & REALTY CO  
32788 FIVE MILE ROAD  
LIVONIA, MICHIGAN 48154

SURVEYOR

WASHTENAW ENGINEERING CO., INC.  
253 S. WAGNER ROAD  
ANN ARBOR, MICHIGAN 48106

WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO 148

EXHIBIT B TO THE MASTER DEED OF

ATTENTION COUNTY PERMITTER OR REVIEWER  
THE SUBDIVISION SUBMISSION PLAN NUMBER  
MUST BE ASSIGNED IN CORRECTING BLOCKS  
WHICH A NUMBER WAS ASSIGNED IN  
PROJECT IF THIS PROPERTY SHOWN IN  
THE TITLE ON THIS SHEET AND IN  
SURVEYS CANNOT BE IDENTIFIED.

1. SHEET INDEX

1. COVER SHEET	
2. SURVEY PLAN	
3. SITE PLAN	
4. UTILITY PLAN	
5. TYPICAL UNIT PLANS D & E	
6. TYPICAL UNIT PLANS D2 & I2	
7. TYPICAL UNIT PLANS F & G	
8. TYPICAL UNIT PLANS F2 & G2	
9. GARAGE TYPICAL UNIT AND FOUNDATION PLANS	
10. GARAGE FOUNDATION PLANS	
11. BUILDING NO. 1	
12. BUILDING NO. 2	
13. BUILDING NO. 3	
14. BUILDING NO. 4	
15. BUILDING NO. 5	
16. BUILDING NO. 6	
17. BUILDING NO. 7	
18. BUILDING NO. 8	
19. BUILDING NO. 9	



SURVEYOR'S CERTIFICATE

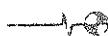
I, NORMAN N. FAHRNER, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION.

THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

CORNER

IN 7  
9 E



THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

July 5, 1979  
DATE



NORMAN N. FAHRNER  
REGISTERED LAND SURVEYOR  
REGISTRATION NO. 17620  
WASHTENAW ENGINEERING CO., INC.  
859 SOUTH WAGNER ROAD  
ANN ARBOR, MICHIGAN 48106

N (X)

UNIVERSITY





LAWRENCE WOODS  
COMMUNITY CENTER

MILITARY PLAT

**SPECIFICATIONS**

The City of Lawrence presents a plan for the Lawrence Woods Community Center. The property is bounded by University Drive (Public No RT 95) to the west, a public right-of-way to the east, and a public right-of-way to the south. The property is approximately 10 acres in size.

**GENERAL**

Plans are submitted for the construction of a new community center building, consisting of a main building, a storage area, an office, and a bathroom. The building will be constructed of concrete and steel, with a total cost of approximately \$1,000,000.

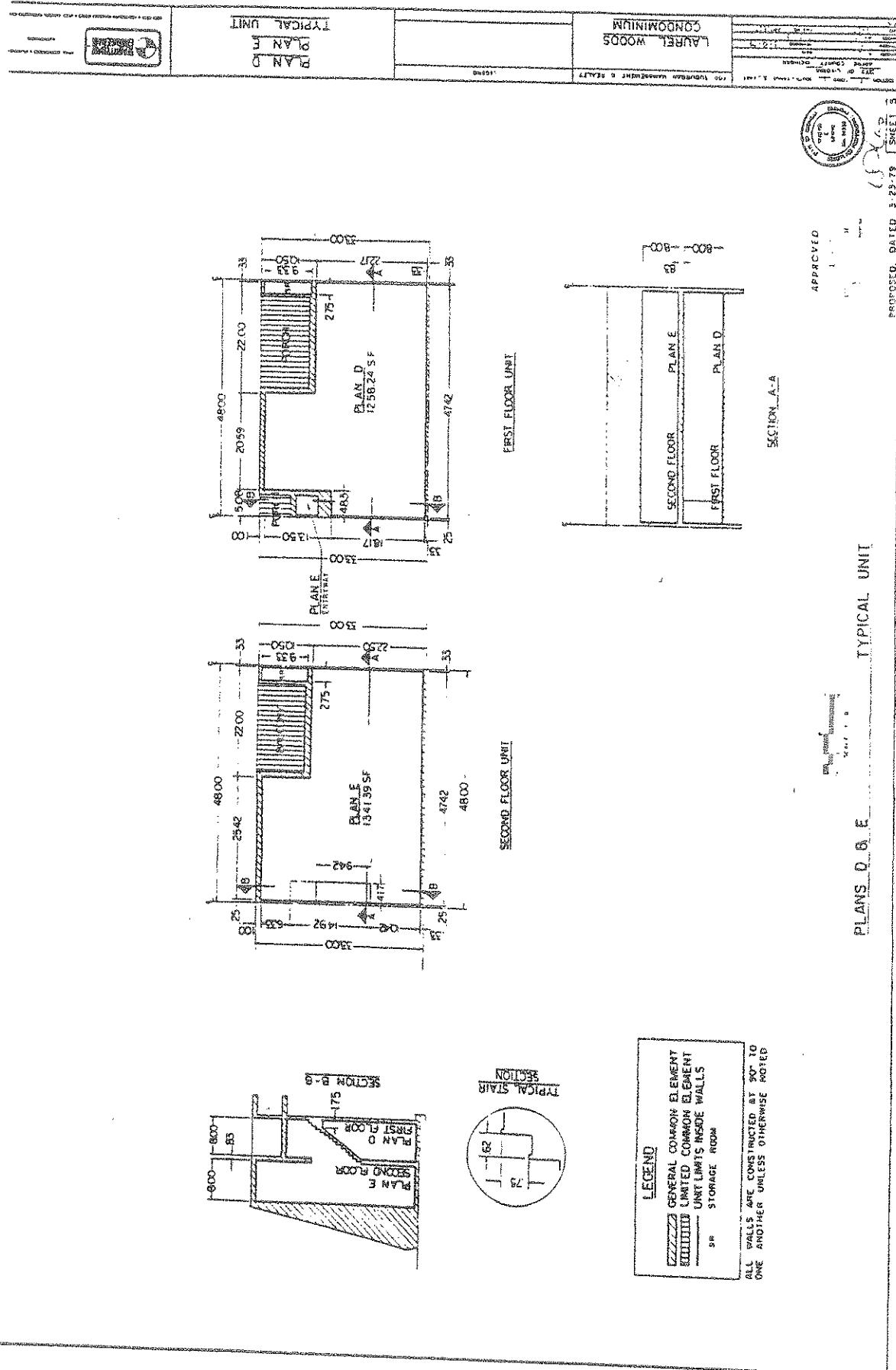
**EXCERPTS FROM THE PLANS**

SECTION 1: This section shows the location of the proposed building, the storage area, the office, and the bathroom. The building is located on the western portion of the property, facing University Drive (Public No RT 95). The storage area is located to the east of the building, and the office and bathroom are located to the south of the building.

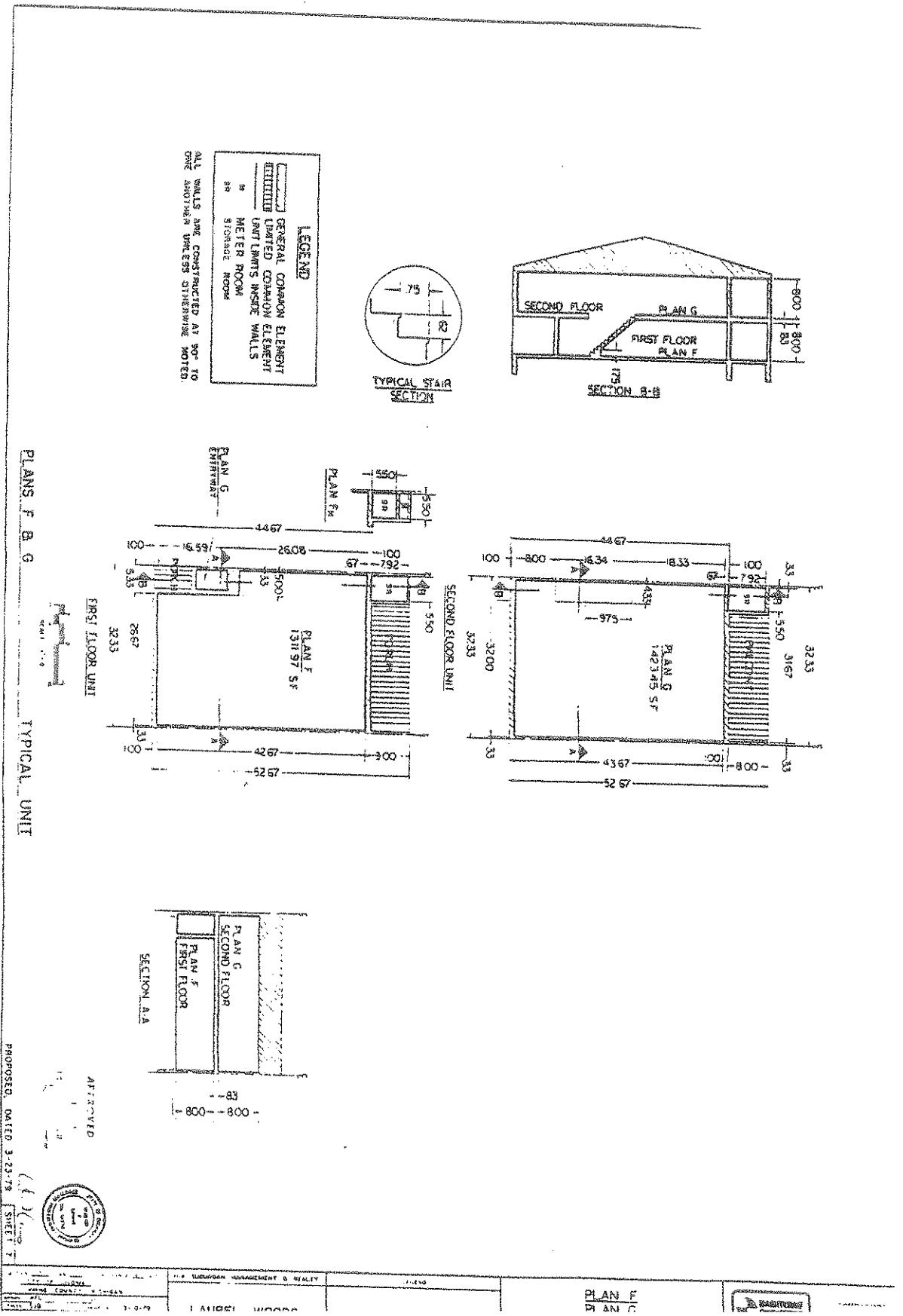
SECTION 2: This section shows the location of the proposed building, the storage area, the office, and the bathroom. The building is located on the western portion of the property, facing University Drive (Public No RT 95). The storage area is located to the east of the building, and the office and bathroom are located to the south of the building.

**APPROVAL**

Approved by the City of Lawrence on [date].

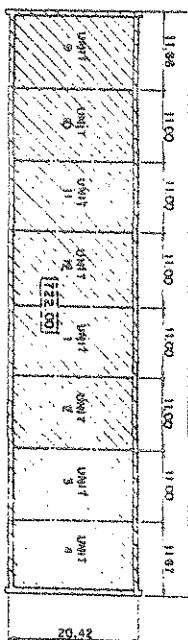




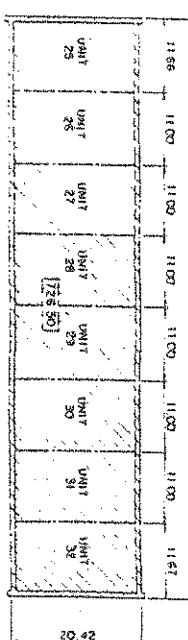


STATE OF MICHIGAN LAWRENCE COUNTY, MICHIGAN	THE LUDWIG MANAGEMENT COMPANY LAWRENCE COUNTY, MICHIGAN	PLAN F BY PLAN C	REBATE
1-10-79	LAUREN WOODS		

FOUNDATION PLAN GARAGE NO G-1



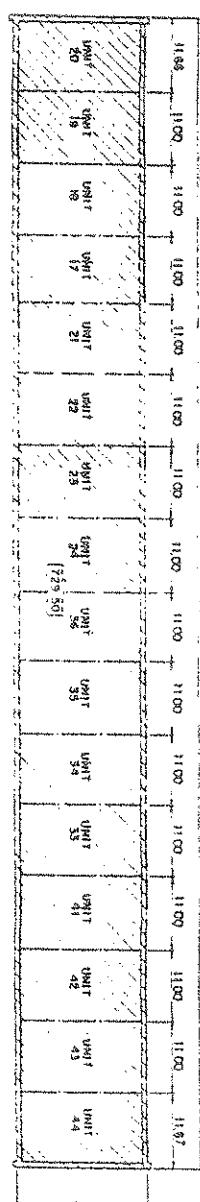
FOUNDATION PLAN GARAGE NO G-4



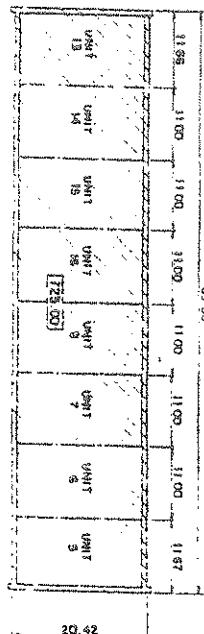
GARAGE TYPICAL UNIT AND



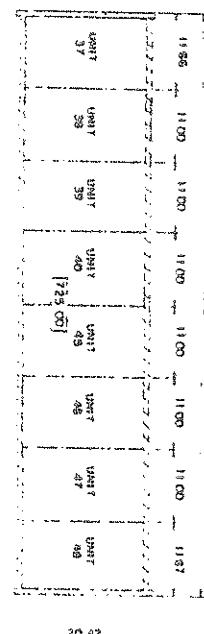
SECTION A-A



FOUNDATION PLAN GARAGE NO G-3



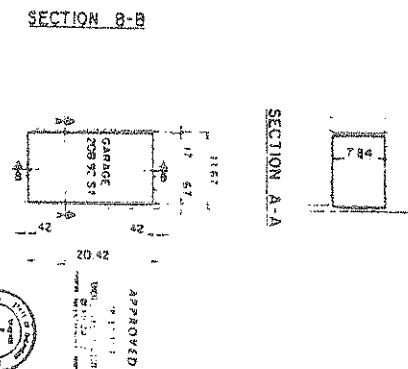
FOUNDATION PLAN GARAGE NO G-2



GARAGE TYPICAL UNIT

PROPOSED DATED 3-25-79 SHEET 9

SECTION B-B



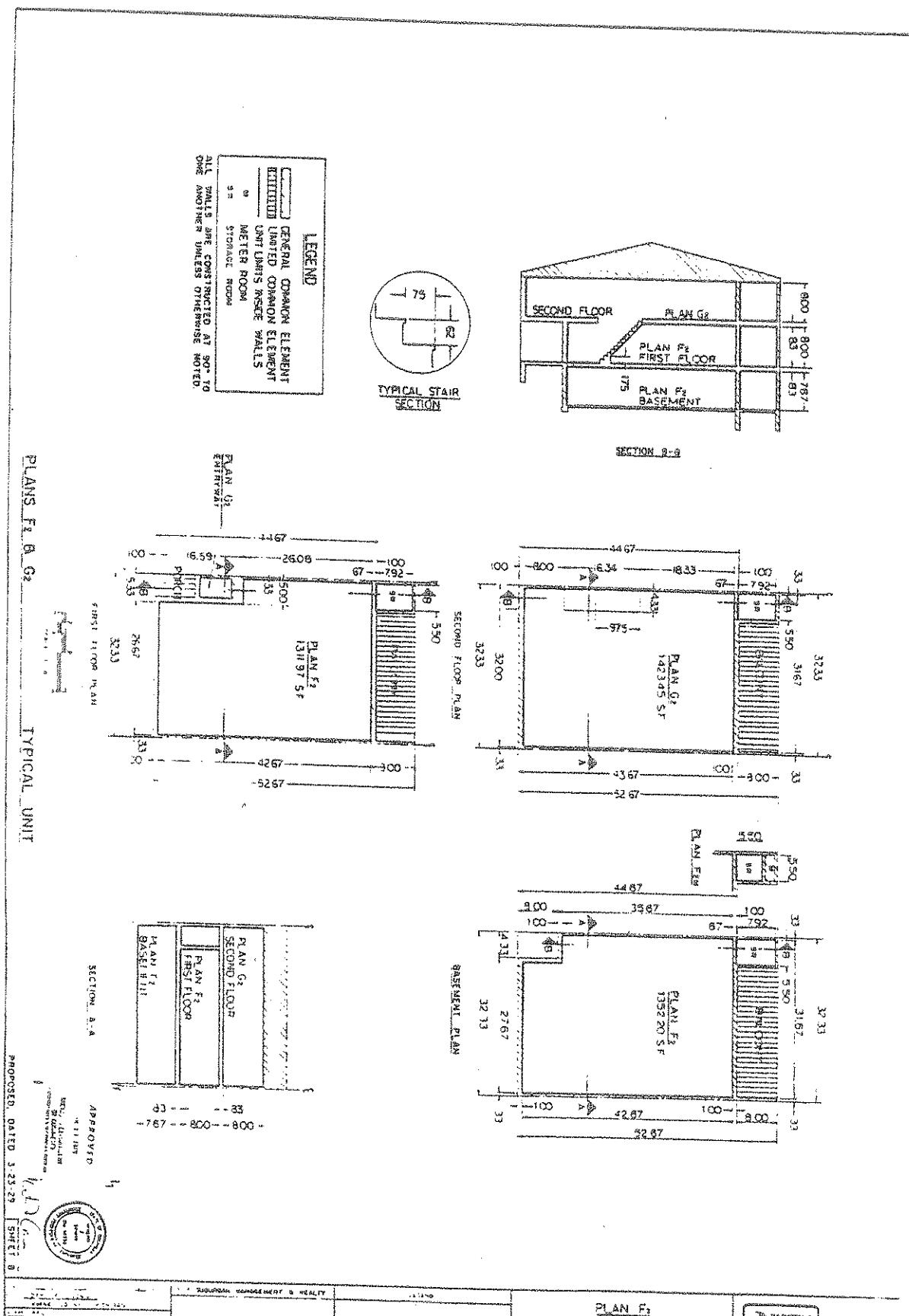
FOUNDATION PLAN GARAGE NO G-3

1 ALBERT WOODS

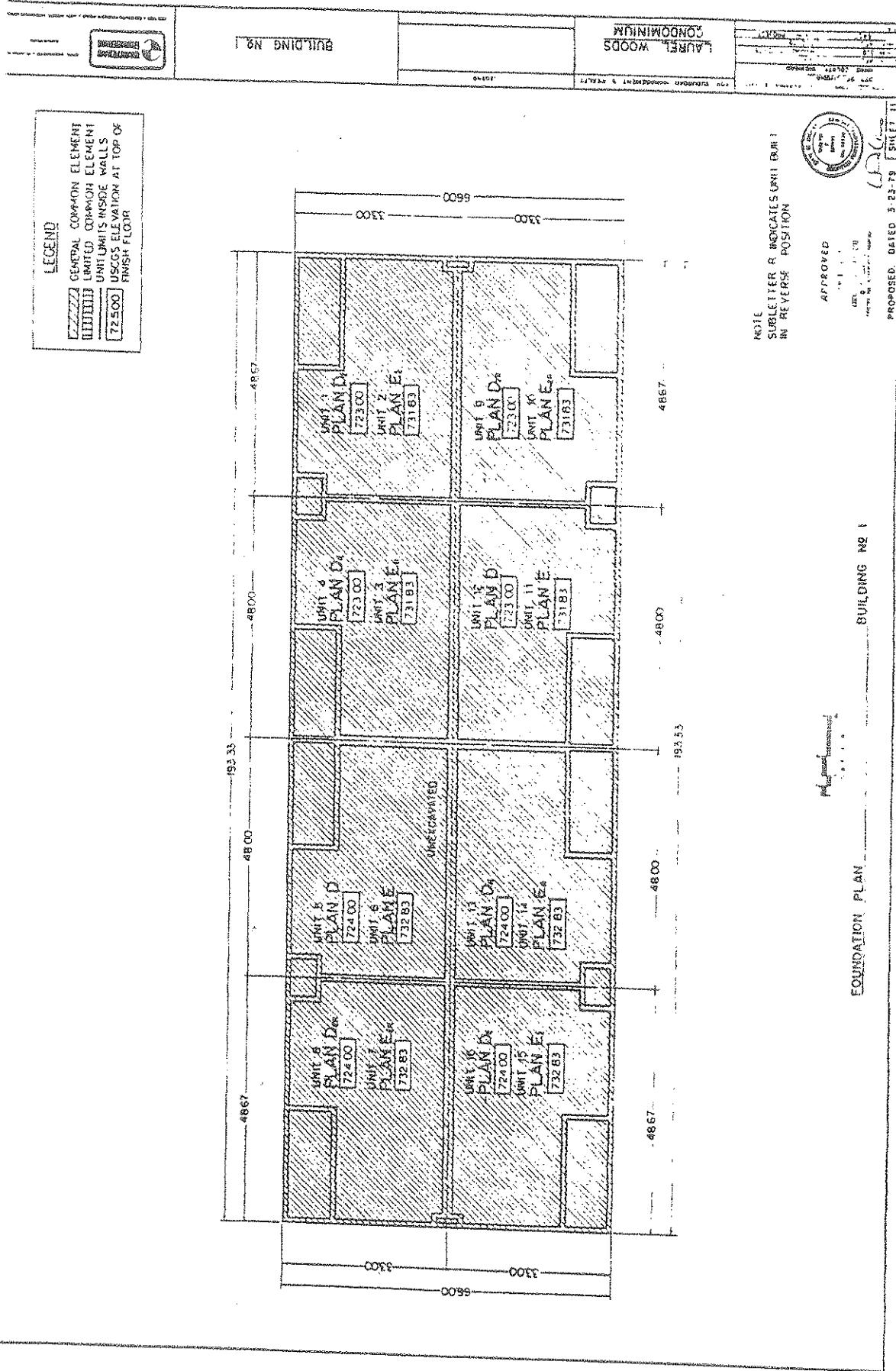
LAKEWOOD MANAGEMENT &amp; REALTY

1000 LAKEWOOD AVENUE, SUITE 100

LAKEWOOD, COLORADO 80401

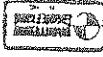






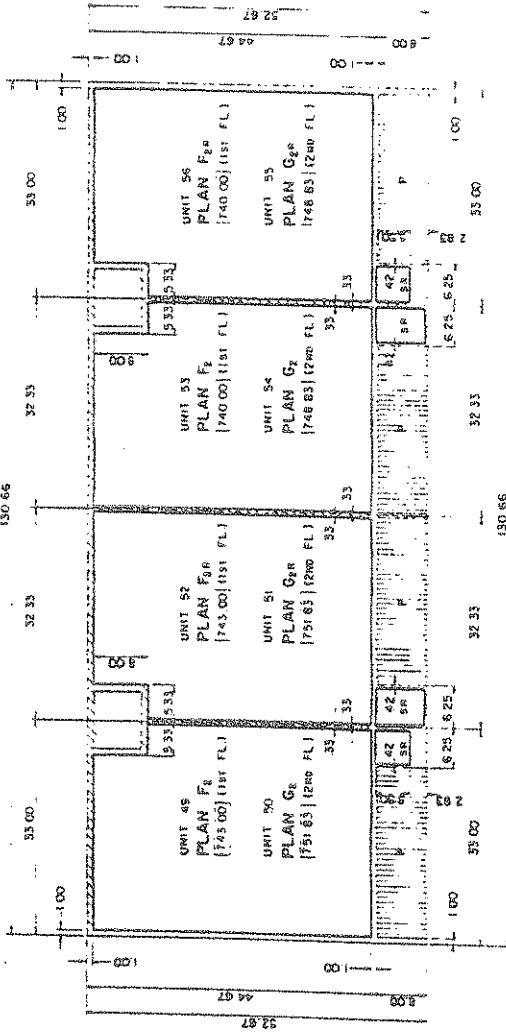




	<b>BUILDING NO 4</b>	<b>LAKESIDE WOODS CONDOMINIUM</b>
APPROVAL DATE: <u>5-25-79</u> BY: <u>Architect</u>		
PROPOSED DATE: <u>5-25-79</u> BY: <u>Architect</u>		
<b>BUILDING &amp; BASEMENT PLAN</b>		
<b>BUILDING NO 4</b>		

**LEGEND**

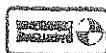
-  GENERAL COMMON ELEMENT
-  LINED COMMON ELEMENT
-  UNITS OF OWNERSHIP
-  U.S.G. ELEVATION AT TOP OF FINISHED FLOOR
-  SUBLETTER INDICATES UNIT BUILT IN REVERSE POSITION
-  PATIO
-  86 STORAGE ROOM



NOTE: UNITS 49, 52, 53, 56 BASEMENT AND 1ST FLOOR ONLY  
UNITS 50, 51, 54, 55 2ND FLOOR ONLY

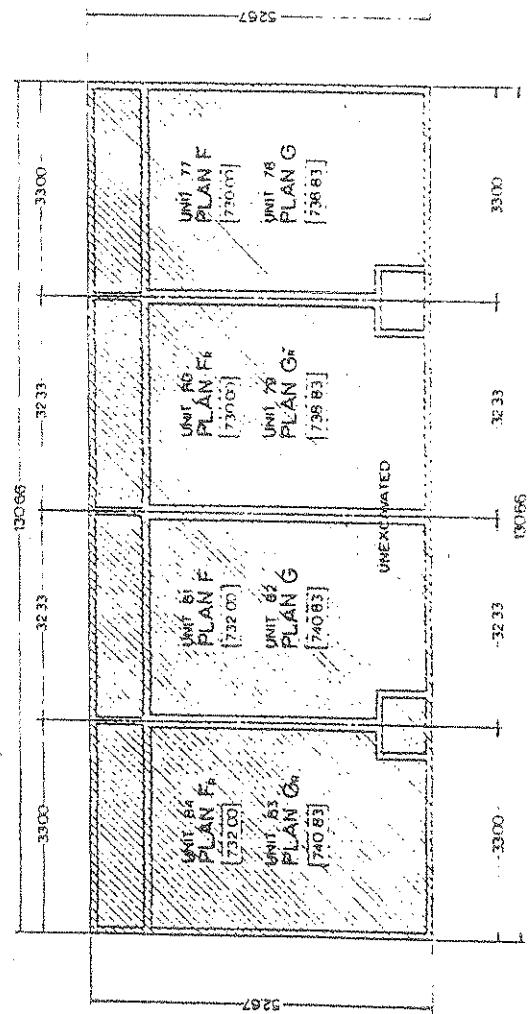






25N DRAFT

LAWRENCE WOODS  
CONDOMINIUM



卷之三

- GENERAL CORRIDOR ELEMENT**  
GENERAL CORRIDOR ELEMENT  
UNIT LINES INSIDE WALLS  
[72500] USCFS ELEVATION AT TOP  
OF FINISH FLOOR

400

EDUCATION IN EGYPT

NOTE  
SUBLETTED & INDICATES UNIT  
FIGHT IN REVERSE POSITION

סימן מס' 5

PROPOSED DATE 8-25-79 STREET



**LAUREL WOODS CONDOMINIUM ASSOCIATION  
RESOLUTIONS OF THE BOARD OF DIRECTORS**

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- 97-01 ANIMALS
- 97-02 VEHICLES AND PARKING
- 97-03 MAINTENANCE FEES
- 97-04 COMPLAINTS AND VIOLATIONS
- 97-05 ALTERATIONS AND MAINTENANCE  
(REFERENCE GUIDE INCLUDED)
- 97-06 SWIMMING POOL
- 04-07 FLORIDA ROOM DOORWALLS
- 06-08 SWIMMING POOL AMENDMENT

February, 1997  
JUNE, 2004  
MAY, 2006

LAUREL WOODS CONDOMINIUM ASSOCIATION

RESOLUTION 97-01

ANIMALS

Whereas, the Board of Directors deems it necessary to establish a uniform procedure relating to co-owners who have animals, in conjunction with Article VI, Section 4, of the Association bylaws be it

Resolved that:

1. No animal, including household pets, except one dog or cat, shall be maintained by any co-owner unless specifically approved by the Board of Directors;
2. No animal may be kept or bred for commercial purposes and owners shall exercise care and restraint so that animals are not offensive because of noise, odor or unsanitary conditions;
3. Animals shall at all times be leashed and attended to by a responsible person while on the common elements;
4. No dog who's barking can be heard outside the owner's unit on a frequent Or continuing basis shall be kept in any unit or on the common elements;
5. Feces must be disposed of at the time of the animal's outing by the accompanying person; fines will be imposed for non-compliance;
6. All pets, other than caged birds and fish, must be registered with the Association.

Resolved, that infractions to Resolution 97-01 shall be dealt with in accordance with the provisions of the Association bylaws.

Adopted February 13, 1997

LAUREL WOODS CONDOMINIUM ASSOCIATION

RESOLUTION 97 - 02

VEHICLES AND PARKING

*Whereas, the Board of Directors deems it necessary to reaffirm its uniform procedure relating to vehicles and parking by co-owners and renters in conjunction with Article VI, Section 6 and 7 of the Association bylaws  
be it*

*Resolved that:*

1. *No house trailers, commercial vehicles with lettering or logos, boats and boat trailers, camping vehicles, all-terrain vehicles, motorcycles, snowmobiles and trailers, or any vehicles other than automobiles or other vehicles used primarily for general personal transportation may be parked on a daily basis or stored on the premises of the Condominium elements;*
2. *Upon written approval of the Board of Directors, a vehicle listed above as prohibited may be parked in designated areas for a period not to exceed 48 hours;*
3. *No inoperable vehicles of any type may be stored on the condominium premises, either temporarily or permanently;*
4. *Commercial vehicles, such as pick-ups without commercial lettering or logos, used by co-owners or renters for personal transportation, may be allowed at the discretion of the Board of Directors;*
5. *Vehicles parked in posted ( NO PARKING ) areas or on condominium roads not designated as parking spaces will be issued a warning, which, if ignored, will result in the vehicles being towed at the owner's expense;*

*Resolved, that infractions of Resolution 97 - 02 shall be dealt with in accordance with the provisions of the Association bylaws.*

Adopted February 13, 1997

**LAUREL WOODS CONDOMINIUM ASSOCIATION**  
**RESOLUTION 97 -04**

**COMPLAINTS, VIOLATIONS AND REMEDIES**  
**FOR NON-COMPLIANCE**

Whereas, for the protection and benefit of the Laurel Woods Condominium Association and individual co-owners, and in accordance with Article III, Sections 1 - 4 of the Association Bylaws and applicable Resolutions, the Board of Directors has deemed it necessary to establish and maintain procedures to assure due process in situations wherein there is a question of compliance with the Condominium Bylaws, Rules and Regulations and Resolutions enacted by the Association or the Board of Directors on the part of any co-owner, be it

Resolved, that :

**I. Complaint procedure**

- A. Any co-owner or Association officer having a complaint concerning the violation of the bylaws, rules, regulations and / or resolutions of the Association should:
1. Note the incident (s), date (s), time, name and address of the co-owner involved;
  2. Submit this information, in writing, to the Management Company of the Association.

**II. Violation Procedure**

- A. Upon receipt of the complaint the Board of Directors or its authorized agent shall attempt to determine validity;
- B. If the complaint is deemed valid, the Management Company shall send written notice to the violator stating the nature of the complaint and request voluntary compliance.

This notice shall include, but not be limited to, the following.

1. The date by which compliance must occur

2. Notification of the right of the violator to a hearing before the Board of Directors.
- C. After the designated time has elapsed and the complaint has not been corrected, the Board of Directors shall initiate such additional actions as prescribed in the Association Bylaws and resolutions.

111. Remedies for default

- A. No fine shall be levied for the first written notice of any violation;
- B. Fines in the amount of \$25.00 shall be levied after the first refusal to comply, \$50.00 for the second refusal, and \$100.00 for each additional refusal;
- C. Fines shall be added to the next monthly maintenance fee, be subject to the same late fees as monthly maintenance fees, and be subject to a lien;
- D. The Association, at the discretion of the Board of Directors, may elect to correct any violation (s) and assess all reasonable charges then occurred directly to the co-owner in violation.

Be it FURTHER RESOLVED, that the Complaint, Violation and Remedies for Default described in this Resolution shall be applied to all violations of the bylaws, rules and regulations and resolutions of the Laurel Woods Condominium Association.

Adpoted, February 13, 1997

LAUREL WOODS CONDOMINIUM ASSOCIATION

RESOLUTION 97 - 05

ALTERATIONS AND MAINTENANCE

Whereas, the Board of Directors deems it necessary to establish a uniform policy relating to alterations and maintenance of buildings and common elements, in conjunction with Article VI, Section 2 of the Association bylaws and the attached "Reference Guide for Maintenance, Repair and Replacement", be it

Resolved that:

1. No co-owner shall make modifications in exterior appearance or make structural modifications to a 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 written approval of the Association Board of Directors;
2. No co-owner shall paint any exterior surface or erect antennas, lights, aerials, awnings, doors, tinted glass, storm windows, patios, decks, shutters, mailboxes or any other exterior attachments or modifications without the written consent of the Board of Directors;
3. No co-owner shall in any way restrict Association access to any plumbing water line, water line valves, utility meters, sprinkler system or pool valves or any element which affects an Association responsibility in any way;
4. Each co-owner shall make arrangements for entry into the unit by authorized personnel for emergency purposes.

Resolved, that infractions of Resolution 07 - 05 be dealt with in accordance with the provisions of the Association bylaws.

Adopted, February 13, 199

## RESOLUTION 06-08

### SWIMMING POOL AMENDMENT TO RESOLUTION 97-06

Whereas, the Board of Directors deems it necessary to establish uniform procedures relating to the swimming pool, in conjunction with Article VI, Section 10 of the bylaws, be it

Resolved that:

1. The pool shall be used exclusively by residents, Guests must be accompanied by a resident at all times.
2. Before entering the pool, everyone must take a shower. No one shall shampoo or soap himself in the pool area, nor be permitted in the water before first removing any shampoo, soap or oil.
3. Children under the age of 18 years must be accompanied by a resident.
4. Small children must wear tight fitting rubber pants and a diaper under swim suits. Parents shall remind children to use the bathroom facilities before entering the pool.
5. No large floats, snorkels, scuba gear, frisbees or balls shall be used in the pool. Pool chairs, lounges and tables shall not be removed from the pool area.
6. No one with an infection, abrasion, or disease which is communicable or which tends to contaminate the water will be allowed to use the pool. Persons wearing bandages or adhesive tape will not be admitted to the pool.
7. No pets shall be allowed within the pool area.
8. Shorts or cut-offs shall not be worn in the swimming pool.
9. Beverages in the patio area shall not be in glass containers; no food is allowed.

10. All trash must be placed in the receptacles provided.
11. No rough housing, throwing, or pushing other guest into the pool.
12. No running or jumping while in the pool area.
13. The Board of Directors or the pool supervisor, reserves the right to deny any resident or guest the use of the pool for misconduct or violation of the rules. A fee of \$10.00 will be charged for lost pool keys. Residents are requested to report violations to the pool supervisor or to a member of the Board of Directors.
14. A Co-owner will be held responsible for the cost of repair / replacement on any equipment which is damaged by him or his guests. A fee of \$50.00 will also be assessed for violations of the Pool Rules and Regulations by the Co-owner or his guests.
15. Pool hours are 10:00 A.M. to 9:00 P.M., or at the discretion of the Board of Directors.

Resolved, that infractions of Resolution 06-08 shall be dealt with in accordance with the provisions of the Association bylaws.

AMENDENT TO RESOLUTION 97-06

Adopted, May, 31, 2006

LAUREL WOODS CONDOMINIUM

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Permit to Sell

Disclosure Statement

Master Deed\*

Condominium Bylaws\*

Condominium Plan\*

Articles of Incorporation

Corporate Bylaws

\* This booklet contains exact copies of the Master Deed, Condominium Bylaws and Condominium Plan as recorded in liber 20634, pages 3 to 46, Wayne County Records.

Corporation & Securities Bureau  
5548 Mercantile Way  
Lansing, Michigan 48906  
Information  
(517) 374-3417  
P.O. Box 30654  
Corporation Division  
Corporation Information  
(517) 373-0493  
Record Information  
(517) 373-0496  
Annual Report  
(517) 373-0488  
Certification & Copies  
(517) 373-2901

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

P.O. Box 30221  
Enforcement Division  
(517) 374-9426  
Examination Division  
(517) 373-0485  
Franchise & Agent Licensing  
(517) 374-9444  
Condominiums  
(517) 373-8023  
Mobile Homes  
(517) 374-9588

DEPARTMENT OF COMMERCE

WILLIAM F. MC LAUGHLIN, Director

O R D E R  
CONDITIONAL PERMIT TO SELL

- e: Application of Suburban Management & Realty Company, a Michigan corporation, 18263 University Park Drive, Livonia, MI 48152, Developer, for a Certificate of Approval of Master Deed, for LAUREL WOODS CONDOMINIUM, between Six & Seven Mile Roads west of Newburgh Road, Livonia, Wayne County, Michigan. (Our File #78-70.)

Application having been duly made and examined, and

A Certificate of Approval of Master Deed, having been entered on August 27, 1979, and recorded on September 6, 1979, in Liber 20634, page 1; and in the Master Deed, having been recorded on September 6, 1979, in Liber 20634, pages 3 through 46, in the records of the Wayne County Register of Deeds.

\*\*

Therefore, a Conditional Permit To Sell units is hereby granted to the developer pursuant to 1978 P.A. 59, subject to the following conditions:

- a) That each purchaser of a unit be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 x 14 inches, including the by-laws and plans which are a part thereof, the association by-laws and a disclosure statement beginning October 1, 1978.
- b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of units within 5 days after use.
- c) That no unit be conveyed until an occupancy permit has been received.
- d) That until conveyance of title or at such other time designated by the Bureau, all deposits shall be placed and remain in the escrow account.
- e) That "as-built" plans must be submitted and remain in the escrow account.
- f) That notice of completion of the construction contracts relating to this project. That notice of a change in mortgagee be submitted to the Corporation & Securities Bureau.
- g) That the developer or its successor submit to the Bureau, an affidavit indicating the date upon which the last unit in the project is sold.
- h) That notice of a successor developer or a successor mortgagee which acquire title to the project, or a portion of the project, be submitted to the Bureau.
- i) That a developer of an expandable or convertible project, or its successor, which intend to avail itself of Section 88(2) of the Act, provide notice to the Bureau of the date the expansion or conversion is begun and the estimated date of completion.
- j) That this permit is only valid for the sale of units numbered      through      , as designated in the recorded Master Deed.

This Permit is valid for units  
1 through 100 only.

MICHIGAN DEPARTMENT OF COMMERCE  
WILLIAM F. MC LAUGHLIN

By *E.C. Mackey*  
E.C. Mackey, Director  
Corporation & Securities Bureau

dated: September 10, 1979  
Lansing, Michigan

DISCLOSURE STATEMENT  
LAUREL WOODS CONDOMINIUM  
Livonia, Michigan  
(313-422-6580)

The effective date of this Disclosure Statement  
is September 10, 1979.

\* \* \* \*

Laurel Woods Condominium is a 100-unit residential condominium development in Livonia, Michigan. The first portion of construction is scheduled for completion by approximately November, 1979.

THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE CORPORATIONS AND SECURITIES BUREAU, MICHIGAN DEPARTMENT OF COMMERCE, 6546 MERCANTILE WAY, LANSING, MICHIGAN 48910. THE DEPARTMENT HAS NOT UNDERTAKEN TO PASS ON THE VALUE OR MERITS OF THE DEVELOPMENT NOR TO MAKE ANY RECOMMENDATIONS AS TO THE PURCHASE OF UNITS IN THIS DEVELOPMENT.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYER'S HANDBOOK OR OTHER LEGAL DOCUMENTS, AND ALL BUYERS SHOULD READ ALL DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

WE RECOMMEND THAT YOU SEEK PROFESSIONAL ASSISTANCE PRIOR TO PURCHASING A CONDOMINIUM UNIT.

Developer:

Suburban Management and Realty Co.  
32788 Five Mile Road  
Livonia, Michigan 48154  
(313) 422-6580

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I. Size and Scope of the Development.

Laurel Woods Condominium is situated in the City of Livonia, Wayne County, Michigan. The development consists of 100 residential condominium units, generally two bedroom units. The 100 units are situated on approximately 10 acres of land. The development will also include a swimming pool, which is schedule for completion in summer, 1980. No other recreational or community facilities are planned.

The swimming pool, land, walkways, roads, common utility systems, and structural elements of the buildings are all general common elements owned and used in common by all co-owners. Each co-owner of a unit will own a fractional interest (1/100) in the common elements. Individual owners may also have the exclusive right to use certain limited common elements such as balconies and porches. The general common elements and the unit dimensions of each condominium unit are described in the condominium subdivision plan and in the condominium master deed. These documents should be carefully reviewed by each purchaser, and in this respect, each purchaser is advised to consult legal counsel.

II. Warranty.

Developer will warrant to each purchaser of a condominium unit that the unit and the common elements will be free from defects in material and workmanship. The warranty on each unit shall extend for a period of one year after the closing of the purchase of the unit and shall be effective only for defects of which written notice is given by the

unit owner to the developer within the one year period. The warranty on common elements extends for a period of one year, which period begins with the construction of the common element or with the closing of the purchase of the first unit in the development whichever date is later. In order for this warranty on the common elements to be effective, notice of any defect in the common elements must be given to the developer within the one year period. There are no exclusions in the foregoing warranty. The warranty is transferable; that is, in the event any co-owner transfers a unit within the warranty period, the developer will continue to honor the warranty with respect to the new owner for any unexpired term of the warranty. The developer will be primarily responsible under the terms of the warranty and will not require co-owners during the warranty period to resort to the underlying warranties provided by subcontractors and/or manufacturers. In the event of a warranty claim, co-owners should contact directly, in writing, Mr. Robert L. Hauser, Suburban Management and Realty Co., 32788 Five Mile Road, Livonia, Michigan 48154 (phone: 313-422-6580).

### III. Management of the Condominium Association.

The common affairs of the co-owners and all matters relating to the common elements of the condominium will be managed exclusively by Laurel Woods Condominium Association, a Michigan non-profit corporation. As each individual purchaser acquires title to a condominium unit, the purchaser will also become a member of the condominium association. The manner in which the association will be run by its members, its officers

and its board of directors is carefully set forth in the condominium bylaws which are attached to the master deed as Exhibit A and in the corporate bylaws and articles of incorporation which are included in each purchaser's Ownership Booklet. The condominium association was formed by certain individuals acting at the request of the developer. These persons at this time make up the board of directors of the condominium association and will control the affairs of the condominium association until a new board of directors is elected. This election will take place at the first annual meeting of the new members of the association. In the discretion of the developer, this meeting may be called anytime after 25% in value of the condominium units have been sold. However, the first meeting must be called not later than two years after the Master Deed establishing the condominium has been recorded in the records of Wayne County, Michigan. Within one year after the recordation of the Master Deed, an advisory committee of co-owners will be appointed to act as liaison between the developer and the co-owners until the first annual meeting of co-owners has been called.

The bylaws of the condominium association permit the association to hire a professional management company to manage the affairs of the association. Prior to the time the association is turned over to its members at its first annual meeting, the association will be managed by McFarland Management Company, an experienced management company which is not affiliated with the developer. The management fee shall be at the rate of \$6.50 per month per occupied unit. This management agreement is for a one-year term but may be terminated by either party upon 60 days written notice.

IV. Budget and Assessments.

The budget required to conduct the business of the association has been estimated on an annual basis by the developer. A copy of this estimated budget is attached to this disclosure statement as Appendix A. The initial condominium assessments charged to members are based upon this budget. However, it must be kept in mind that this is an estimate only and there can be no guarantee that the budget will be sufficient to meet the expenses of the association. The association's only source of revenue to fund its budget is by the assessment of its members. Each member co-owner of the association must pay to the association an annual assessment which is determined by dividing the projected budget by the member's percentage of value which is stated in the master deed. According to the master deed, every member has the same percentage of value which is equal to 1/100. The annual and monthly assessments to be paid by each member during the first year of operation of the association is estimated on the attached budget.

In the event the association incurs expenses which are not anticipated in the budget, the association may also levy special assessments to cover such expenses. Any special assessments would be apportioned among the co-owners in accordance with the percentages of value stated in the master deed. If any co-owner becomes delinquent in paying any assessments, then, under certain circumstances, the delinquency might be spread among the remaining co-owners. This is explained more fully in section XI of this disclosure statement.

V. Restrictions Applicable to the Condominium.

Owners of condominium units will be bound by various restrictions

applying to the use of the condominium units and common elements. These restrictions are found in the master deed and in the condominium bylaws (particularly in article VI of the condominium bylaws) and these documents should be carefully reviewed. For example, article VI of the condominium bylaws prohibits commercial activities on the premises, prohibits alterations in the exterior appearance or structure of any unit, prohibits immoral, improper, unlawful, offensive or unreasonably noisy activities on the premises, regulates the number of pets which may be kept on the premises, regulates the kind of vehicles which may be parked on the premises, prohibits the use of "for sale" signs without the permission of the board of directors of the association, gives access to the association to all units and common elements for the purpose of their protection and repair, prohibits landscaping upon the common elements without association approval, prohibits unsightly conditions on any balcony, and permits the association board of directors to adopt further reasonable regulations concerning the use of the units and the common elements. The foregoing does not constitute an exhaustive list of restrictions pertaining to the condominium and the master deed and condominium bylaws should be carefully reviewed in this respect. None of the foregoing restrictions prohibit the developer from carrying on sales activities as long as the developer is selling units in the condominium.

VI. Developer's Background and Experience.

Suburban Management and Realty Co. is a Michigan corporation which has no prior background or experience.

VII. Legal and Administrative Proceedings.

There are no legal or administrative proceedings pending which involve the construction, development or sale of Laurel Woods Condominium.

VIII. Insurance.

The condominium development will be insured against fire and other casualty under a master insurance policy which will name the Laurel Woods Condominium Association as the insured. In the event of any casualty affecting the condominium buildings, the insurance proceeds would be paid to and administered by the condominium association in accordance with the provisions of the condominium bylaws. The insurance coverage which will be carried by the condominium association will not cover the interior of any individual unit or any personal property of any co-owner. Each unit owner should acquire insurance on the interior of the owner's unit and on the owner's personal property.

As of the effective date of this disclosure statement, the insurance coverage on the condominium buildings is in the name of the developer under the developer's builders risk policy. The policy insuring the condominium association will not take effect until sales commence. Until that time, the developer cannot determine what the exact limits of coverage of the policy will be or what insurance agency or company will produce the policy. The developer expects such a policy to be in the approximate face amount of the aggregate sales price of the units less the value of the land and improvements which are not subject to destruction by

fire or other hazards. Nor can the developer determine in advance what the exact amount of the deductible clause in the policy will be but it is customary that such deductible clauses are in the amount of \$500.00. Purchasers acquiring units can obtain more complete information about insurance from the developer by telephoning 313-422-6580. At the time hazard insurance is obtained in the name of the condominium association, developer agrees that a summary of the terms of the insurance policy shall be set forth in a supplement to this disclosure statement which shall be distributed to all purchasers.

Title insurance will be supplied each individual purchaser as the sales of the units are consummated. These title insurance policies will be ordered by the developer at its own expense upon the closing of each sale. The policies will be in the face amount of the purchase price of each unit. The title policies will be issued by Lawyers Title Insurance Corporation or any other title insurer authorized to do business in the State of Michigan. The policies will insure each purchaser that the purchaser's title to the unit received from the developer is in the condition required by each purchase agreement.

#### IX. Roads, Parking and Easements

The roads and general parking areas of the condominium are general common elements of the development and are not public roads. The roads will not be maintained, cleared, repaired or patrolled by any public authority. The expenses associated with the roads will be borne by the condominium association and therefore paid by the co-owners in

accordance with their percentages of value. The roadway will be asphalt and will require some routine maintenance. It is impossible to estimate how much maintenance might be required in any given year. The roadway is being constructed in 1979. With normal use and maintenance, such a roadway would have an estimated useful life of at least 15 years prior to any major resurfacing being required. If such resurfacing were to take place at this time, the developer estimates it would cost approximately \$27,000. None of the foregoing statements about the roads are warranties or promises made by the developer to any co-owner or the condominium association regarding the condition of the road, its normal useful life, or the cost of maintenance or resurfacing.

The condominium premises will be subject to a number of easements. The master deed describes certain reciprocal easements granted to condominium co-owners and to the condominium association. There are also easements relating to utility services which will be described in each title insurance commitment and title insurance policy. Purchasers are advised to have title insurance commitments reviewed by their attorneys prior to closing. The master deed also permits the developer to maintain offices, model units and sales facilities in the condominium during the period of development and sales.

X. Possible Liability of Co-Owners for Additional Assessments.

It is possible for co-owners to become obligated to defray assessment delinquencies incurred by other co-owners. This can happen if the delinquent co-owner defaults on the first mortgage on a co-owner's unit,

and if the mortgagee forecloses and becomes the owner of the unit. Any person who becomes the owner of a condominium unit by foreclosing a first mortgage on the unit takes that unit free of the delinquent assessments the mortgagor may have owed to the condominium association. The unpaid assessment then becomes a common expense which is reallocated to all the co-owners, including the first mortgagee, in accordance with the percentages of value in the master deed.

Corporation & Securities Bureau  
654-B Marquette Way  
Lansing, Michigan 48902

P.O. Box 30634  
Corporation Division  
General Information  
(517) 373-0493  
Record Information  
(517) 373-0495  
Annual Report  
(517) 373-0498  
Certification & Consent  
(517) 373-2301

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

P.O. Box 30634  
Enforcement Division  
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Examination Division  
(517) 373-0485  
Condominiums  
(517) 373-8028  
Wanda Holmes  
(517) 374-9584

DEPARTMENT OF COMMERCE

William F. McLaughlin, Director  
O R D E R

CERTIFICATE OF APPROVAL OF MASTER DEED

In re: Application of Suburban Management & Realty Company, a Michigan corporation, 18263 University Park Drive, Livonia, MI 48152, Developer, for a Certificate of Approval of Master Deed, for LAUREL WOODS CONDOMINIUM, between Six & Seven Mile Roads west of Newburgh Road, Livonia, Wayne County, Michigan. (Our File #78-70.

.....

1. Application having been duly made and examined,
2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to 1978 P.A. 59, subject to the following conditions:
  - a) That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
  - b) That this order be recorded with the County Register of Deeds at the same time as the Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation & Securities Bureau, prior to the issuance of a Permit To Sell.
  - c) That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
  - d) When construction has been completed, the developer shall amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of the Master Deed becomes effective immediately.
4. Pursuant to Section 21(3) of the Condominium Act, all projects approved under the Horizontal Real Property Act, 1963 P.A. 229, as amended, shall comply with Sections 21(4) and (5) of the Condominium Act.

MICHIGAN DEPARTMENT OF COMMERCE  
William F. McLaughlin, Director

By

*E C Mackey*

E. C. Mackey, Director  
Corporation & Securities Bureau



MICHIGAN  
THE  
GREAT  
LAKES  
STATE

Dated: August 27, 1979  
Lansing, Michigan

MASTER DEED

LAUREL WOODS CONDOMINIUM

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148

This Master Deed is made and executed on this 27th day of August, 1979, by Suburban Management and Realty Co., a Michigan corporation, hereinafter referred to as "Developer," by Robert L. Hauser, its president, whose office is 32788 Five Mile Road, Livonia, Michigan 48154, in accordance with the provisions of the Michigan Condominium Act (hereinafter referred to as the "Act"). The Developer does, upon the recordation hereof, establish Laurel Woods Condominium (hereinafter referred to as the "Condominium") and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, expanded or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and in the exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said Condominium, their grantees, successors, heirs, executors, administrators and assigns.

I. Certain terms used in this Master Deed and in the other condominium documents shall have the following definitions:

(a) "Administrator" means the Michigan Department of Commerce or its authorized designee.

(b) "Association" or "Association of co-owners" means the Laurel Woods Condominium Association, a Michigan non-profit corporation, being the person designated in the condominium documents to administer this condominium.

(c) "Common elements" means the portions of the condominium other than the condominium units.

(d) "Condominium Bylaws" are the bylaws attached to this Master Deed as Exhibit A.

(e) "Condominium documents" means this Master Deed and any other instrument referred to herein or in the bylaws which affects the rights and obligations of co-owners in this condominium.

(f) "Condominium" or "condominium development" means the Laurel Woods Condominium as established and approved in conformity with the Act.

(g) "Condominium Subdivision Plan" or "Plan" means the plan attached to this Master Deed as Exhibit B including, as applicable, site plans, survey plan, utility plan, floor plans, floodplain plan, and sections showing the existing and/or proposed structures and improvements including the location thereof on the condominium land hereafter described. The plan shows the size, location, area and horizontal boundaries of each condominium unit as well as vertical boundaries and volume for each unit comprised of enclosed air space. The plan assigns a number to each condominium unit and includes a description of the nature, location and approximate size of certain common elements.

(h) "Condominium unit" or "unit" means that portion of the condominium designed and intended for separate ownership and use as described herein.

(i) "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof which owns a condominium unit within the condominium development.

(j) "Developer" means Suburban Management and Realty Co., a Michigan corporation.

(k) "General common elements" means the common elements other than the limited common elements.

(l) "Limited common elements" means a portion of the common elements reserved in this Master Deed for the exclusive use of less than all of the co-owners.

(m) "Master Deed" means this document which when approved by the administrator and recorded shall establish the Condominium and to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits.

(n) "Percentage of value" means the percentage assigned to each condominium unit in this Master Deed. The percentages of value of all units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the condominium documents or in the Act. Percentages of value for each condominium unit shall be determined with reference to reasonable comparative characteristics.

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

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

(q) "Size" means the number of cubic feet or the number of square feet of ground or floor space within each condominium unit as computed by reference to the Condominium Subdivision Plan and rounded off to a whole number.

(r) "Transitional control date" means the date on which the Board of Directors of the Association of co-owners takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

2. The Condominium shall be known as Laurel Woods Condominium, Wayne County Condominium Subdivision Plan No. 148. The condominium units are described in the Condominium Subdivision Plan. Each condominium unit is for residential purposes only. Each co-owner of a condominium unit shall have an exclusive right to the unit and shall have undivided rights to share with other co-owners the common elements of the Condominium as described herein. Rights in common elements are inseparable from the ownership of condominium units. The architectural plans for this development were submitted to and approved by the City of Livonia, Michigan.

3. The land which comprises the Condominium is described as follows:

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

Commencing at the E 1/4 corner of Section 7, T1S, R9E; thence S 89°58'20" W along the east and west 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 417.54 feet along a circularly curve to the left, radius 598.15 feet, chord bearing S 20°01'50" E 409.11 feet to a point; thence S 40°02' E 203.68 feet to a point; thence S 89°58' W 978.77 feet to a point; thence N 00° 00'41" E 540.62 feet to a point; thence N 89°58'20" E along said east and west 1/4 line 707.48 feet to the point of beginning, containing 9.908 acres of land.

4. The common elements of the Condominium and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

(a) The general common elements are:

(i) The land described in paragraph 3 hereof, including driveways, roads and surface parking areas;

(ii) The electrical system throughout the Condominium, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit;

(iii) The gas transmission lines throughout the Condominium, including that contained within unit walls together with gas meters, up to the point of connection with gas fixtures within any unit;

(iv) The telephone wiring network throughout the Condominium;

(v) The plumbing network throughout the Condominium, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(vi) The water distribution system, sanitary sewer system and storm drainage system throughout the Condominium;

(vii) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys, porches, hallways, and elevators;

(viii) The swimming pool.

(ix) Such other elements of the Condominium not herein designated as general or limited common elements which are not enclosed within the boundaries of a condominium unit.

(b) The limited common elements are:

(i) The porches 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 of the units to which such common elements are appurtenant as shown in the Condominium Subdivision Plan;

(ii) 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.

(c) Maintenance, repair, replacement, renovation or restoration of all general and limited common elements shall be the responsibility of the Association; provided, however, that each co-owner shall be responsible for the decoration and maintenance (but not repair or replacement) of the limited common elements described in subparagraph 4(b)(ii) above. Repair of any damage to common elements caused by a co-owner or the family or invitees of a co-owner shall be the obligation of the co-owner. Any such repairs may be made by the Association and charged to the co-owner.

5. No co-owner shall use any condominium unit or the common elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of the other co-owner's condominium unit or the common elements.

6. As of the recordation of this Master Deed, the Condominium shall be comprised of 100 units. Each condominium unit is described in the Condominium Subdivision Plan attached hereto as Exhibit "B." Each condominium unit shall include all that space within the interior finished unpainted walls and ceilings and the finished subfloor as shown in the Condominium Subdivision Plan and delineated with heavy outlines. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm on file with the Michigan Department of Commerce. For all purposes individual units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the unit in the Condominium Subdivision Plan.

7. The percentage of value assigned to each condominium unit is set forth in this paragraph. 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 the administration, the value of such co-owner's vote at meetings of the Association of co-owners and the undivided interests of the co-owner in the common elements. The total percentage value of the Condominium is 100. Developer deems the comparative characteristics of the respective units to be approximately equal. Therefore, all units have an equal percentage of value which is one (1%) percent.

8. Developer reserves the right to alter the design of any unsold and unreserved units or buildings in the Condominium, which alterations may be made in Developer's discretion without the consent of any person except, if required, governmental building authorities and the Administrator, if such alteration necessitates any amendment to the Condominium Subdivision Plan.

9. In the event any portion of a unit or common element encroaches upon another unit or common element due to 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. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit 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. There shall exist easements of support with respect to any unit interior wall which supports a common element. The Board of Directors of the Association may grant easements over or through, or dedicate, any portion of any general common element of the Condominium for utility, roadway or safety purposes.

10. This Master Deed and the exhibits hereto may be amended only in the manner permitted by this paragraph. Amendments may be made by the Developer or by the Association. Prior to completion of the entire proposed development by Developer, only the Developer may make amendments which adjust percentages of value, affect rights in limited common elements, affect the rights of the Developer to conduct sales activities or maintain offices on the Condominium premises, or affect any of the Developer's rights relating to alteration of the Condominium as described in paragraph 8 hereof, provided that in any event such amendments are subject to approval of the Administrator as hereafter required.

(a) The Condominium Documents may be amended for a proper purpose, without consent of co-owners, mortgagees, or other interested parties, including the modification of the types and sizes of unsold condominium units and their appurtenant limited common elements as long as the Administrator determines that the amendments do not materially alter or change the rights of the co-owners, mortgagees, or other interested parties. All amendments pursuant to paragraph 8 shall be effected by amendments made pursuant to this subparagraph.

(b) The Condominium Documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the co-owners, mortgagees, or other interested parties, with the approval of the Michigan Department of Commerce and the consent of 2/3 of the votes of the co-owners. A co-owner's condominium unit dimensions or appurtenant, limited common elements may not be modified without that co-owner's consent. Co-owners and mortgagees of record shall be notified of the proposed amendments, under this subparagraph, before filing with the Administrator.

(c) A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of the co-owners or based upon the decision of the advisory committee described in Article I, section 6 of the Condominium Bylaws, the costs of which are expenses of administration.

11. This Condominium may be terminated only in the following manner:

(a) If there is no co-owner other than the Developer, the Developer with the consent of any interested mortgagees may unilaterally terminate the condominium project or amend the Master Deed. A termination or amendment under this subparagraph shall become effective upon the recordation thereof if executed by the Developer.

(b) If there is a co-owner other than the Developer, then the condominium shall be terminated only by the agreement of the Developer and unaffiliated co-owners of condominium units to which 4/5 of the votes in the association of co-owners appertain.

(c) Agreement of the required majority of co-owners to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(d) Upon recordation of an instrument terminating the Condominium the property constituting the Condominium shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements and percentages of value immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.

(e) Upon recordation of an instrument terminating the condominium, any rights the co-owners may have to the assets of the association of co-owners shall be in proportion to their respective undivided interests in the common elements and percentages of value immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

(f) Notification of termination by first class mail must be made to all parties having interests in the Condominium including escrow agents, land contract vendors, lien holders and prospective purchasers who deposited funds. Proof of dissolution of the association must be submitted to the Michigan Department of Commerce.

12. The Developer may maintain offices, model units and similar sales facilities in the Condominium during the period of development and sales of condominium units by Developer. During such period, the Developer shall pay all costs directly related to the use of such offices, model units or other facilities and after such period the Developer shall restore such offices, model units or other facilities to habitable status.

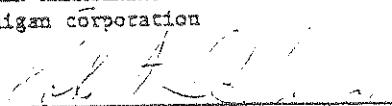
IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year first above written.

WITNESSES:

  
\_\_\_\_\_  
Katherine Haroutunian

  
\_\_\_\_\_  
David Olan

SUBURBAN MANAGEMENT AND REALTY CO.  
a Michigan corporation

By:   
\_\_\_\_\_  
Robert L. Hauser

Its: President

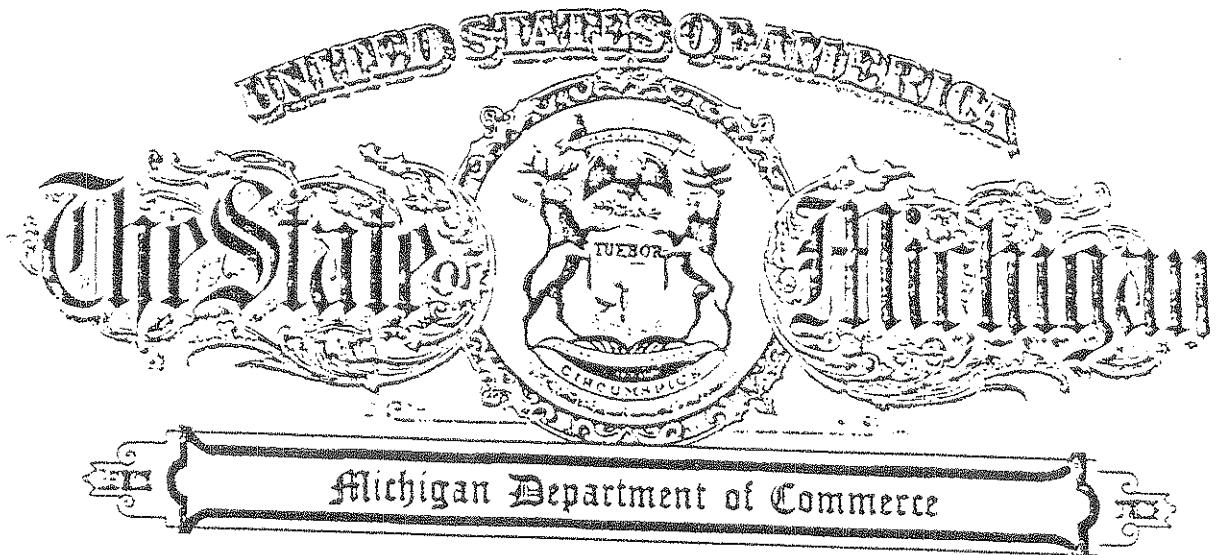
STATE OF MICHIGAN)  
                                )ss  
COUNTY OF WAYNE )

On this 27th day of August, 1979, the foregoing Master Deed was acknowledged before me by Robert L. Hauser, President of Suburban Management and Realty Co., a Michigan corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Katherine M. Haroutunian  
Notary Public,      Oakland County,  
Michigan, acting in Wayne County.  
My commission expires: 7/2/82

Drafted by and when  
recorded return to:

Thomas J. Beale, Esq.  
Hyman, Gurvin, Nachman, Friedman & Winkelman  
17117 W. Nine Mile, 16th Floor  
Southfield, Michigan 48075



Lansing, Michigan

To All To Whom These Presents Shall Come:

I, William F. McLaughlin, Director, Michigan Department of Commerce,  
Do Herby Certify That Articles of Incorporation of \_\_\_\_\_

LAUREL WOODS CONDOMINIUM ASSOCIATION

were duly filed in this office on the 7th day of May, 1979,  
in conformity with Act 284, Public Acts of 1972, as amended, and Act 327, Public  
Acts of 1931, as amended.

In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 7th day  
of May, 1979.

William F. McLaughlin  
Director

RECEIVED

706 501  
FILED

MAY 4 1979

NON-PROFIT

MAY 7 1979

ARTICLES OF INCORPORATION

*Maria McLaughlin*

MICHIGAN DEPT. OF COMMERCE

DIRECTOR

MICHIGAN DEPARTMENT OF COMMERCE

These Articles of Incorporation are signed by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, and Act No. 284 of the Public Acts of 1972, as follows:

ARTICLE I

The name of the corporation is Laurel Woods Condominium Association (hereinafter referred to as the "Association").

ARTICLE II

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

- (a) To manage and administer the affairs of and to maintain Laurel Woods Condominium (hereinafter referred to as the "Condominium")
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of the Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, lease (as Landlord or Tenant), or otherwise grant interests in any real or personal property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association. Not in limitation of the foregoing, the Association may acquire and own units in the Condominium;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

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- (i) To enforce the provisions of the Master Deed, Condominium Bylaws and Corporate Bylaws and of these Articles of Incorporation and such Rules and Regulations of the Association as may hereafter be adopted;
- (j) To do anything required of or permitted to the Association as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of Michigan of 1978, as from time to time amended;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

### ARTICLE III

Location of the first registered office is 32788 Five Mile Road, Livonia, Michigan 48154.

Post office address of the first registered office is 32788 Five Mile Road, Livonia, Michigan 48154.

### ARTICLE IV

The name of the first resident agent is Robert L. Hauser.

### ARTICLE V

The Association is organized upon a non-stock basis.

The amount of assets which the Association possesses is:

Real Property:	None
Personal Property:	None

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

#### Assessment of Members

### ARTICLE VI

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

Robert L. Hauser, 32788 Five Mile Road, Livonia, Mi. 48154  
Paul R. Bergeron, 32788 Five Mile Road, Livonia, Mi. 48154  
Paul Hodges, 32788 Five Mile Road, Livonia, Mi. 48154

LAUREL WOODS CONDOMINIUM ASSOCIATION

CORPORATE BYLAWS

ARTICLE I

The Condominium Bylaws of the Association are attached to and recorded with the Master Deed and are hereby incorporated herein by reference in their entirety. The Bylaws hereafter set forth shall be known as the Corporate Bylaws.

ARTICLE II

Section 1. 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 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 Bylaws of the Association, the Master Deed or the laws of the State of Michigan.

Section 2. The first annual meeting of members of the Association shall be held in accordance with Article I, section 6 of the Condominium Bylaws. The date, time and place of the first annual meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year (commencing the third Tuesday in March of the calendar year following the year in which the first annual meeting is held) 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 in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Association as may properly come before them. Annual meetings falling on or near holidays may be rescheduled by the Board of Directors.

Section 3. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one third (1/3) of the co-owners in number presented to the Secretary of the Association, but only after the first annual meeting referred to in section 2 of this Article has been held. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article I, section 2(e) the Condominium Bylaws or to the address of the unit owned by the co-owner shall be deemed notice served. 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. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time

Section 7. The treasurer 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 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. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

#### ARTICLE V

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 VI

Section 1. The finances of the Association shall be handled in accordance with the Condominium Bylaws.

Section 2. 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 of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 3. The funds of the Association shall be deposited in such bank as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by the Board of Directors from time to time.

#### ARTICLE VII

Section 1. These Bylaws may be amended in the same manner as the Condominium Bylaws, provided, however, that no amendments hereto need be recorded in any register of deeds in order to become effective.

#### ARTICLE VIII

Section 1. These Bylaws are set forth to comply with the Michigan Condominium Act and with the Master Deed and the exhibits thereto, including the Condominium Bylaws, and with the Articles of Incorporation of the Association. In case any of these Bylaws conflict with the provisions of said laws or with the provisions of said Master Deed or the exhibits thereto or the Condominium Bylaws, or Articles of Incorporation, the provisions of the laws and said Master Deed, exhibits, Bylaws and Articles shall be controlling.

### ARTICLE III

Section 1. The affairs of the Association shall be governed by a Board of Directors all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened at the time required by Article II, section 2 of these Bylaws. At such first meeting of members of the Association, the Board of Directors shall be increased in size from three to seven persons and then and at each annual meeting of the Association held thereafter, seven directors shall be elected. The term of the first Board of Directors shall continue until the first annual meeting of members. The term of the Board of Directors elected at the first annual meeting shall continue until the next regularly scheduled annual meeting. The term of all other directors shall be one year. All directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 4. Vacancies in the Board of Directors (including the first board of directors named in the Articles of Incorporation) 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 5. At any regular or special meeting of the Association duly called and held, any one or more of the directors may be removed with or without cause by a majority of the co-owners in value in attendance at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 6. 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 7. 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 telegraph at least five (5) days prior to the date of the meeting.

Section 8. 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 telegraph, 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.

## ARTICLE VII

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

Robert L. Hauser, 32788 Five Mile Road, Livonia, Mi. 48154  
Paul R. Bergeron, 32788 Five Mile Road, Livonia, Mi. 48154  
Paul Hodges, 32788 Five Mile Road, Livonia, Mi. 48154

## ARTICLE VIII

The term of corporate existence is perpetual.

## ARTICLE IX

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

(a) Each co-owner of a unit in the Condominium shall be a member of the Association, and no other person or entity shall be entitled to membership. The Developer named in the Condominium Master Deed and any successor Developer approved by the State of Michigan shall be a member of the Association until all units have been conveyed to individual purchasers.

(b) Membership in the Association by persons other than the Developer shall be established by acquisition of ownership of a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located a deed or other instrument establishing a change of ownership of the unit and the furnishing of evidence of such change of ownership satisfactory to the Association, the new co-owner thereby becoming a member of the Association and the membership of the prior co-owner thereby being terminated.

(c) The share of a member in the funds and assets of the Association or other rights of membership cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the Condominium unit.

(d) Voting by members shall be in accordance with the provisions of the Master Deed, Condominium Bylaws and Corporate Bylaws of this Association.

We, the incorporators, sign our names this \_\_\_\_\_ day of \_\_\_\_\_  
197\_\_\_\_.

\_\_\_\_\_  
Robert L. Hauser

\_\_\_\_\_  
Paul R. Bergeron

\_\_\_\_\_  
Paul Hodges, Jr.

EXHIBIT A

CONDOMINIUM BYLAWS

LAUREL WOODS CONDOMINIUM ASSOCIATION

ARTICLE I

Section 1. The Condominium shall be administered by a non-profit corporation, hereinafter called the "Association," organized under the 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 in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Corporate Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any condominium unit or the common elements shall be subject to the provisions and terms set forth in the aforesaid Master Deed, Bylaws, Articles, Rules and Regulations, and laws. These bylaws are designated as the Condominium Bylaws and relate to the manner in which the Condominium and the common affairs of the co-owners of the condominium units shall be administered. The Condominium is a residential development located in the City of Livonia, Wayne County, Michigan.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) 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) Except as limited in these 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 percentages allocated to the units owned by such co-owner as set forth in the 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. In the case of any unit owned jointly by more than one co-owner, the voting rights appurtenant to that unit may be exercised jointly as a single vote or may be split if all the joint co-owners of the unit so agree in writing.

(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. No co-owner, other than the Developer, shall be entitled to vote prior to the first annual meeting of members held in accordance with section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote only for units which the Developer owns for which a certificate of occupancy has been issued.

(e) Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the 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. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.

(f) There shall be an annual meeting of the members of the Association commencing with the first annual meeting held as provided in section 6 of this Article I. Other meetings shall be held as provided for in the Corporate Bylaws of the Association. Notice of the time, place and subject matter of all meetings shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners at least 10 days prior to the meeting.

(g) The presence in person or by proxy 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) 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. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) Unless otherwise provided, any action which could be authorized at a meeting of the members shall be authorized by any affirmative vote of more than fifty (50%) percent in number of the members. The foregoing statement and any other provision of the Master Deed, these Bylaws or the Corporate Bylaws requiring the approval of a majority (or other stated percentage) of the members or co-owners shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in number of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association duly called and held.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Corporate Bylaws.

Section 3. 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. Such accounts and all other Association records shall be open for inspection by the co-owners and their mortgagees during reasonable working hours. The books of account shall be audited at least annually by qualified independent accountants; provided, however, that such accountants need not be certified public accountants, nor does such audit need to be a certified audit. The Association shall prepare and distribute to each co-owner at least twice each year a financial statement, the contents of which shall be defined by the Association. 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 Master Deed establishing the Condominium and all amendments to the 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.

Section 4. 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, except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed prior to the first annual meeting of members held pursuant to section 6 of this Article I. If a member is a partner or corporation, then any partner of the Partnership, or officer or director of the Corporation shall be qualified to serve as a director.

(a) 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 Master Deed, these Bylaws, the Corporate 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, including (but without limitation) the lease or purchase of any unit in the Condominium for use by a resident manager. The purchase, sale, mortgage or lease of any real property (including any unit in the Condominium) shall be subject to the approval of fifty (50%) percent of the co-owners in number voting at a meeting duly called and held.

(vii) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association. Prior to the first annual meeting of the co-owners, the Board of Directors may make such borrowing only with the approval of fifty (50%) percent of the co-owners in number voting at a meeting duly called and held.

(viii) To make rules and regulations in accordance with Article VI, section 10 of these 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 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 or the State of Michigan.

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

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity affiliated with the Developer) 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. In no event may the Board enter into any contract with a professional management agent, or any other contract providing for services by the Developer or an affiliate of the Developer, the maximum term of which is greater than three years unless the contract is terminable by the Association upon 90 days' written notice.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed before the first annual meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members, provided that such actions are consistent with the powers and duties of the Board of Directors described in these Bylaws, the Corporate Bylaws, the Master Deed, and any other document establishing the Condominium.

Section 5. The Corporate 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 sixty (60%) percent of the co-owners in number.

Section 6. The first annual meeting of the members of the Association may be convened only by the Developer and may be called, in the Developer's discretion, at any time after twenty-five (25%) percent in number of all units in the Condominium have been conveyed to individual purchasers. In no event, however, shall the first annual meeting be called later than thirty (30) days after eighty (80%) percent in number of all units proposed in the Condominium on the land described in paragraph 3 of the Master Deed have been conveyed to individual purchasers, but not later than two years after recordation of the original Master Deed. The date, time and place of such first annual meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Corporate Bylaws. Within one year after recordation of the first Master Deed, if the first annual meeting has not been held, the first Board of Directors shall call a special meeting of the members for the purpose of electing three (3) persons from among the non-Developer co-owners to serve on an Advisory Committee to the first Board of Directors. The purpose of the

Advisory Committee shall be to facilitate communications between the first Board of Directors and the non-Developer co-owners until the first annual meeting of members is held in accordance with the provisions hereof. The members of the Advisory Committee shall serve for one year, or until their successors are elected. The Advisory Committee shall cease to exist automatically upon the election of directors at the first annual meeting of members. The first Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both the first Board of Directors and the Advisory Committee agree. The first Board of Directors may call meetings of members of the Association for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting (or the special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as the first annual meeting of members.

Section 7. Any reference to the "first Board of Directors" in the Master Deed, these Bylaws, the Corporate Bylaws, or the Articles of Incorporation shall mean and refer to the Board of Directors named in the Articles of Incorporation, including any successor or additional director appointed or elected prior to the first annual meeting of the members of the Association.

## ARTICLE II

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration. Special assessments and property taxes shall be assessed against the individual condominium units identified as units of the condominium subdivision plan and not on the total property of the project or any other part thereof, except for the year in which the condominium project was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the condominium project shall be expenses of administration of the project and paid by the co-owners as provided in this article. The taxes and special assessments shall not be divided or apportioned on the tax roll. Special assessments and property taxes in any year in which the property existed as an established condominium project on the tax day shall be assessed against the individual condominium unit, notwithstanding any subsequent vacation of the condominium project. Condominium units shall be described for such purposes by reference to the condominium unit number of the condominium subdivision plan and the caption thereof together with the liber and page of the county records in which the approved master deed is recorded. Assessments for subsequent real property improvements to a specific condominium unit shall be assessed to that condominium unit description only. For property tax and special assessment purposes each condominium unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units and no assessment of any fraction of any unit or combination of any unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment of taxes of any single condominium unit be made notwithstanding separate or common ownership thereof.

Section 2. 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.

Section 3. Assessments shall be determined in accordance with the following provisions:

(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, including a reasonable allowance for contingencies and reserves. Any budget adopted after the first annual meeting of members shall include an allocation to a reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each co-owner and the assessment for the year shall be established based upon said budget. The Board of Directors shall have the authority to increase the general assessment as it shall deem to be necessary in the Board's sole discretion, provided that increases in the general assessment shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to make necessary replacements of common elements; or (iii) for any emergencies.

(b) Special assessments may be made by the Board of Directors from time to time for such purposes as (i) payment of any obligation of the Association, (ii) payment for necessary repairs or replacements, or (iii) payments for capital improvements; provided, however, that in any fiscal year of the Association, expenditures for capital improvements may not exceed One Thousand (\$1,000.00) Dollars, unless such expenditures are approved by a sixty (60%) percent majority of the co-owners in number. The first Board of Directors shall not authorize any capital improvements at the expense of the Association.

(c) The Board of Directors shall maintain a reserve fund for major repairs and replacements and emergency expenditures, which reserve fund shall be in the amount of not less than ten (10%) percent of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a noncumulative basis. Any surplus in reserve funds may be transferred to the Association's general funds. The foregoing amount required to be held in the reserve fund may be determined to be inadequate for the Condominium. The Board of Directors should carefully analyze the needs of the Condominium on an annual basis to determine if the reserve fund should be increased or if additional reserves should be established for other purposes.

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

(i) Except as provided herein, a mechanics 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.

(ii) A mechanics lien for work authorized by the Developer or principal contractor and performed upon the common elements may attach only to condominium units owned by the Developer at the time of recording of the statement of account and lien.

(iii) A mechanics lien for work authorized by the association may attach to each condominium unit only to the proportionate extent that the co-owner of the condominium unit is required to contribute to the expenses of administration as provided by the condominium documents.

(iv) A mechanics lien may not arise or attach to a condominium unit for work performed on the common elements not contracted for by the Developer or the Association.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners, including the Developer as set forth hereafter, in accordance with the percentage of value allocated to each unit in the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a condominium unit. Prior to the first annual meeting of the members of the Association the Developer shall not be required to pay annual assessments for unoccupied units but in lieu thereof shall be solely responsible for the maintenance and insurance of such units. Developer shall be obligated to pay the full assessment due for any unit owned by the Developer and occupied as a residence. After the first annual meeting of the members of the Association the Developer shall pay the full assessment accruing for each unit owned by the Developer for which a certificate of occupancy has been issued, notwithstanding that such unit or units may not be occupied. Annual assessments shall be payable by coowners in twelve (12) equal monthly installments. 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. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. The Board of Directors may also adopt uniform late charges pursuant to section 10 of Article VI of these Bylaws. Each co-owner (whether one or more persons) shall be personally liable for the payment of all assessments levied against the unit. A purchaser of a unit shall acquire the unit subject to any unpaid assessments against it and shall be personally liable therefor. A co-owner selling a unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account or other asset of the Association.

Section 5. 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.

Section 6. 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) and advances for taxes or other liens paid by the Association to protect its lien, plus any late charges, shall be chargeable to the co-owner in default and shall be secured by the lien on the unit. In the event of default by any co-owner in the payment of any installment of the annual assessment, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association 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 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.

Section 7. Notwithstanding any other provisions of the Master Deed, these Bylaws, the Corporate Bylaws or Articles of Incorporation of the Association, the holder of any first mortgage covering any unit in the Condominium which comes into possession of the unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the unit free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit; provided, however, that the foregoing provision does not apply to liens for unpaid assessments, notice of which is recorded prior to the making and recordation of the first mortgage.

Section 8. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

(a) The notice of lien shall set forth the legal description of the condominium unit or units to which the lien attaches, the name of the co-owner thereof according to the records of the Association, the amount due the Association as of the date of the notice, exclusive of interest, costs, attorneys fees and future assessments.

(b) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(c) The notice of lien shall be recorded in the office of the register of deeds in the county in which the Condominium is situated and shall be served upon the delinquent co-owner by first class mail, postage prepaid, addressed to the last known address of the co-owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

(d) Such liens may be foreclosed by the Association by advertisements or by an action at law in the manner provided in Section 6 of this article.

Section 9. 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 against the unit together with interest, costs and attorneys' fees incurred in connection with the collection of such assessments.

### ARTICLE III

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Master Deed, these Bylaws, Corporate Bylaws, Articles of Incorporation of the Asso-

ciation, or any rule or regulation of the Association, 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 such 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. No co-owner nor the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election by co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievances in the courts.

Section 4. Any civil action (other than an action against a co-owner to collect delinquent assessments or enforce the Master Deed or Bylaws) proposed by the Board of Directors on behalf of the Association shall be authorized by a vote of fifty-one (51%) percent of the co-owners in number and notice of such proposed action shall be given in writing to all co-owners.

#### ARTICLE IV

Section 1. 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, 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 such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear. It shall be each co-owner's responsibility to obtain insurance coverage for personal property located within a unit or elsewhere in the Condominium and for personal liability for occurrences within a unit or upon limited common elements appurtenant to a unit and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. 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.

(b) All common elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the appropriate percentage of maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a unit which were furnished with the unit as standard items, or such replacements thereof as do not exceed the cost of such standard items. Any improvements made by a co-owner within a unit shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto may 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 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 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.

Section 2. 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 therefor, to collect proceeds and to distribute the same to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the provisions of the Master Deed and these 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

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

(a) 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 a unanimous vote of all of the co-owners in the Condominium that the Condominium shall be terminated, and each institutional holder of a first mortgage lien on any unit in the Condominium has given prior written approval of such termination.

(b) If the Condominium is so damaged that no unit is tenantable, and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of all co-owners in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction. The seventy-five (75%) percent majority required by this subsection (b) shall be applied to all existing co-owners and shall not mean seventy-five (75%) percent of the co-owners attending a meeting.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the 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.

Section 3. If the damage is only to a part of a unit which is the responsibility of a co-owner to maintain and repair, it shall be the

responsibility of the co-owner to repair such damage in accordance with section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each co-owner shall be responsible for the reconstruction and repair of the interior of the co-owner's unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether freestanding or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with section 5 of this Article. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any unit in the Condominium.

Section 5. The Association shall be responsible for the reconstruction and repair of the common elements (except as specifically otherwise provided in the Master Deed) and any incidental damage to a unit caused by such common elements or the reconstruction and repair thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and 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 all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. The following provisions shall apply upon any taking by eminent domain of any part of the Condominium:

(a) If any portion of the common elements is taken by eminent domain, the award therefor shall be allowed to the co-owners in proportion to their respective undivided interests in the common elements. The Association acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of common elements and any negotiated settlement approved by more than two-thirds (2/3) of the co-owners in number and shall be binding on all co-owners.

(b) If a condominium unit is taken by eminent domain, the undivided interest in the common elements appertaining to the condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the co-owner of the condominium unit taken for his undivided interest in the common elements as well as for the condominium unit.

(c) If portions of a condominium unit are taken by eminent domain, the court shall determine the fair market value of the portions of the condominium unit not taken. The undivided interest for each condominium unit in the common elements appertaining to the condominium units shall be reduced in proportion to the diminution in the fair market value of the condominium unit resulting from the taking. The

portions of undivided interest in the common elements thereby divested from the co-owners of a condominium unit shall be reallocated among the other condominium units in the condominium project in proportion to their respective undivided interests in the common elements. A condominium unit partially taken shall receive the reallocation in proportion to its undivided interests in the common elements as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit partially taken for that portion of the undivided interest in the common elements divested from the co-owner and not revested in the co-owner pursuant to the following subsection, as well as for that portion of the condominium unit taken by eminent domain.

(d) If the taking of a portion of a condominium unit makes it impractical to use the remaining portion of that condominium unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the common elements appertaining to that condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that condominium unit shall thenceforth be a common element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit for the co-owner's entire undivided interest in the common elements and for the entire condominium unit.

(e) Votes in the association of co-owners and liability for future expenses of administration appertaining to a condominium unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to the relative voting strength in the association of co-owners. A condominium unit partially taken shall receive a reallocation as though the voting strength in the association of co-owners was reduced in proportion to the reduction in the undivided interests in the common elements.

(f) In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the Condominium.

(g) In the event any unit in the Condominium, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLBC"), the Association shall give FHLBC 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. Nothing contained in the Master Deed, these Bylaws, the Corporate Bylaws, or 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

Section 1. No unit in the Condominium shall be used for other than residential purposes. Any co-owner, including the Developer, may rent any number of units at any time, without limitation as to term of occupancy. No co-owner shall carry on any commercial activities anywhere on the premises of the Condominium except as permitted to the Developer.

Section 2. No co-owner shall make alterations in exterior appearance or make structural modifications to any unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including but not limited to, exterior painting or the erection of antennas, 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 units which in any way impair soundconditioning qualities of the walls. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. This provision shall not in any way limit the rights of the Developer to develop and construct the Condominium and make alterations as part of such development.

Section 3. 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 nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do or permit anything to be done or to keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Board of Directors, and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. This provision does not apply to Developer's construction activities.

Section 4. Without the prior written consent of the Board of Directors, no household pets other than one cat or one dog shall be kept in the Condominium by any co-owner. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the common elements, and any animal shall at all times be attended by a responsible person while on the common elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property. The term "household pets" as used in this section shall not include small animals which are constantly caged such as small birds or fish.

Section 5. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor 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 of trash. The common elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Board of Directors. In general, no activity shall be carried on not condition maintained by a co-owner either in a unit or upon the common elements, which detracts from the appearance of the Condominium. This provision shall not limit Developer's construction activities.

Section 6. 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. Use of any recreational facilities in the Condominium by children may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 7. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Board of Directors. Commercial vehicles and trucks shall not be parked in or about the Condominium without the approval of the Board of Directors, except while making deliveries or pickups in the normal course of business. The Board of Directors may allocate or assign parking spaces from time to time on an equitable basis. This provision shall not limit Developer's construction activities.

Section 8. No co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, BB guns, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium.

Section 9. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, including "For Sale" signs, without written permission from the Board of Directors. This provision shall not limit Developer's sales or rental activities.

Section 10. Reasonable regulations consistent with all laws, the Master Deed, these Bylaws, the Corporate Bylaws and Articles of Incorporation of the Association concerning the use of the common elements or the rights and responsibilities of the co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by 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. Such rules may not be applied to limit Developer's construction, sales or rental activities.

Section 11. 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. The Association or its agent shall also have access to each unit and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit. It shall be the responsibility of each co-owner to provide the Association means of access to the 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, to the 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 and shall not be liable to such co-owner for any necessary damage to any unit or any limited common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 12. No co-owner shall perform any landscaping or plant any trees or shrubs or place any ornamental materials upon the common elements unless approved by the Board of Directors in writing. This provision does not apply to the initial construction and development of the Condominium.

Section 13. 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. Each co-owner shall maintain the unit owned and any limited common elements appurtenant thereto for which the co-owner has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including but not limited to the telephone, water, gas, plumbing, 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. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by the co-owner or the co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.

Section 15. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period as herein-after defined, or of the Association in furtherance of its powers and purposes. For the purposes of this section, the construction and sales period shall be deemed to continue so long as Developer owns any unit which Developer offers for sale. Until all units in the entire planned Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable sale of the entire Condominium by Developer. During the construction and sales period, Developer shall have the full right to utilize all or any portion of any area for office and sales purposes or any other purposes reasonably incident to the development and sale of the Condominium; provided, however, that during such period as Developer continues to use any area or any portion thereof for such purposes, Developer shall bear such portion of the expenses for maintenance of such areas as are reasonable in relation to the nature and extent of its use by Developer.

Section 16. Any co-owner, including the Developer, intending to rent or lease a condominium unit shall give at least 21 days prior written notice thereof to the Association together with a copy of the co-owner's exact lease form. In the event the Developer proposes to rent units before the first annual meeting of the members of the Association, such notice shall be given either to the advisory committee or to each co-owner in writing. All tenants of condominium units shall comply with all conditions of these bylaws and all other condominium documents and any proposed lease or rental agreement shall so provide. If the Board of Directors determines that any tenant has failed to comply with the provisions of these bylaws or the condominium documents, the following action shall be taken:

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

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

(c) If after 15 days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the co-owners on behalf of the Association or co-owners, if it is under the control of the Developer, an action for eviction against the tenant and simultaneously for money damages in the same action against the co-owner and the tenant for breach of the provisions of these bylaws or the condominium documents. The relief set forth in this subsection may be by summary proceedings. Both the tenant and the co-owners shall be liable to the Association for any damages caused by co-owner or tenant in connection with the condominium unit.

When a co-owner who is leasing or renting a unit is delinquent in payment of Association assessments, the Association may give written notice of such delinquency to the tenant occupying the co-owner's unit, and the tenant, after receiving such notice, shall deduct from the rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

#### ARTICLE VII

Section 1. 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. 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 amounts of such coverage.

Section 3. 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

Section 1. Amendments to these 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. Upon any such amendment being proposed, a meeting for consideration of the amendment shall be duly called in accordance with the provisions of the Corporate Bylaws.

Section 3. These Bylaws may be amended by the Association in the manner permitted in the Master Deed.

Section 4. Prior to the first annual meeting of members, these Bylaws may be amended by the first Board of Directors without

approval from any person other than the Michigan Department of Commerce to make such amendments as shall not increase or decrease the benefits or obligations, or materially affects the rights of any member of the Association.

Section 5. Any amendment to these Bylaws (but not the Corporate Bylaws) shall become effective upon approval of the same by the State of Michigan and shall be recorded in the office of the register of deeds in the county where the Condominium is located.

Section 6. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

#### ARTICLE IX

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 Master Deed, these Bylaws, the Corporate Bylaws and Articles of Incorporation of the Association are accepted and ratified. In the event such Master Deed, Bylaws or Articles of Incorporation conflict with the provisions of any statute, the statute shall govern.

#### ARTICLE X

As used in the Master Deed, these Bylaws, the Corporate Bylaws and Articles of Incorporation of the Association, the term "Developer" refers to the Developer named in the Master Deed and any successor developer approved by the Michigan Department of Commerce. Pronouns used herein shall be deemed interchangeable with all other pronouns, as the context of the provisions hereof may require.

#### ARTICLE XI

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

(a) Failure to comply with any of the terms or provisions of the Master Deed, these Bylaws, the Corporate 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 assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved co-owner or co-owners.

(b) In any proceeding arising because of an alleged default by any co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any co-owner be entitled to recover such attorneys' fees.

(c) The violation of any of the provisions of the Master Deed, these Bylaws, the Corporate 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 Master Deed, Bylaws or Articles.

Section 1. The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Master Deed, these Bylaws, the Corporate 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. 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 master deed, 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. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the corporation, whether or not a director or officer at the time such expenses are incurred, except that this indemnification shall not apply to willful and wanton misconduct or acts of gross negligence. The foregoing 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. Such payment must be approved by a majority vote of the Board of Directors without the vote of the director seeking the indemnification. In the event there has been no judicial determination whether the conduct of the director seeking indemnification constituted willful or wanton misconduct or gross negligence, the Board of Directors may rely upon an opinion of counsel, which counsel may not be a member of the Association.

#### ARTICLE XII

In the event that any of the terms, provisions, or covenants of the Master Deed, these Bylaws, the Corporate Bylaws or the Articles of Incorporation of the Association 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 master deed, bylaws or articles or the remaining portions of any terms provisions or covenants held to be partially invalid or unenforceable.



**L A U R E L W O O D S C O N D O M I N I U M**

WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO 148

EXHIBIT B TO THE MASTER DEED OF

CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN

**DEVELOPER** SUBURBAN MANAGEMENT & REALTY CO  
32788 FIVE MILE ROAD  
LIVONIA, MICHIGAN 48154  
**SUBJECT INDEX**

**WITNESS** WASHINGTON ENGINEERING CO., INC.  
839 S. WAGNER ROAD  
ANN ARBOR, MICHIGAN 48106

SURVEY  
WASHTENAW ENGINEERING CO., INC.  
839 S. MAGNET ROAD  
ANN ARBOR, MICHIGAN 48105

- |     |  |
|-----|--|
| 1.  | WORK SCHEDULE                            |
| 2.  | STORY PLAN                               |
| 3.  | SITE PLAN                                |
| 4.  | UTILITY PLAN                             |
| 5.  | TYPICAL UNIT PLANS FIG C                 |
| 6.  | TYPICAL UNIT PLANS FIG D & E             |
| 7.  | TYPICAL UNIT PLANS FIG G                 |
| 8.  | TYPICAL UNIT PLANS FIG B                 |
| 9.  | CARAGE TYPICAL UNIT AND FOUNDATION PLANS |
| 10. | CARAGE FOUNDATION PLANS                  |
| 11. | BUILDING NO. 1                           |
| 12. | BUILDING NO. 2                           |
| 13. | BUILDING NO. 3                           |
| 14. | BUILDING NO. 4                           |
| 15. | BUILDING NO. 5                           |
| 16. | BUILDING NO. 6                           |
| 17. | BUILDING NO. 7                           |
| 18. | BUILDING NO. 8                           |
| 19. | BUILDING NO. 9                           |

RECEPTION COMPANY PRESIDENT OF  
THE COMMUNIST UNION OF THE SOVIET  
PEOPLES. HE ASSUMED THE POSITION  
AS A MEMBER OF THE BUREAU OF THE  
CENTRAL COMMITTEE OF THE COMMUNIST  
PARTY OF THE SOVIET UNION AND  
DIRECTOR OF THE STATE COMMITTEE FOR  
CULTURE.

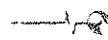
SURVEYOR'S CERTIFICATE

I, NORMAN N. FAHRNER, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION.

THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

CORNER  
N 7  
9 E



THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

July 5, 1979  
DATE



NORMAN N. FAHRNER  
REGISTERED LAND SURVEYOR  
REGISTRATION NO. 17620  
WASHTENAW ENGINEERING CO., INC.  
859 SOUTH WAGNER ROAD  
ANN ARBOR, MICHIGAN 48106

N (X)

UNIVERSITY







**PLANS D & E**

**SECTION D**

**SECTION E**

**PLAN D**  
48'-0" x 26'-0"

**PLAN E**  
48'-0" x 33'-0"

**SECOND FLOOR UNIT**

**PLAN D**  
48'-0" x 26'-0"

**PLAN E**  
48'-0" x 33'-0"

**SECOND FLOOR UNIT**

**PLAN D**  
48'-0" x 26'-0"

**PLAN E**  
48'-0" x 33'-0"

**SECOND FLOOR UNIT**

**SECTION A-A**

**APPROVED**

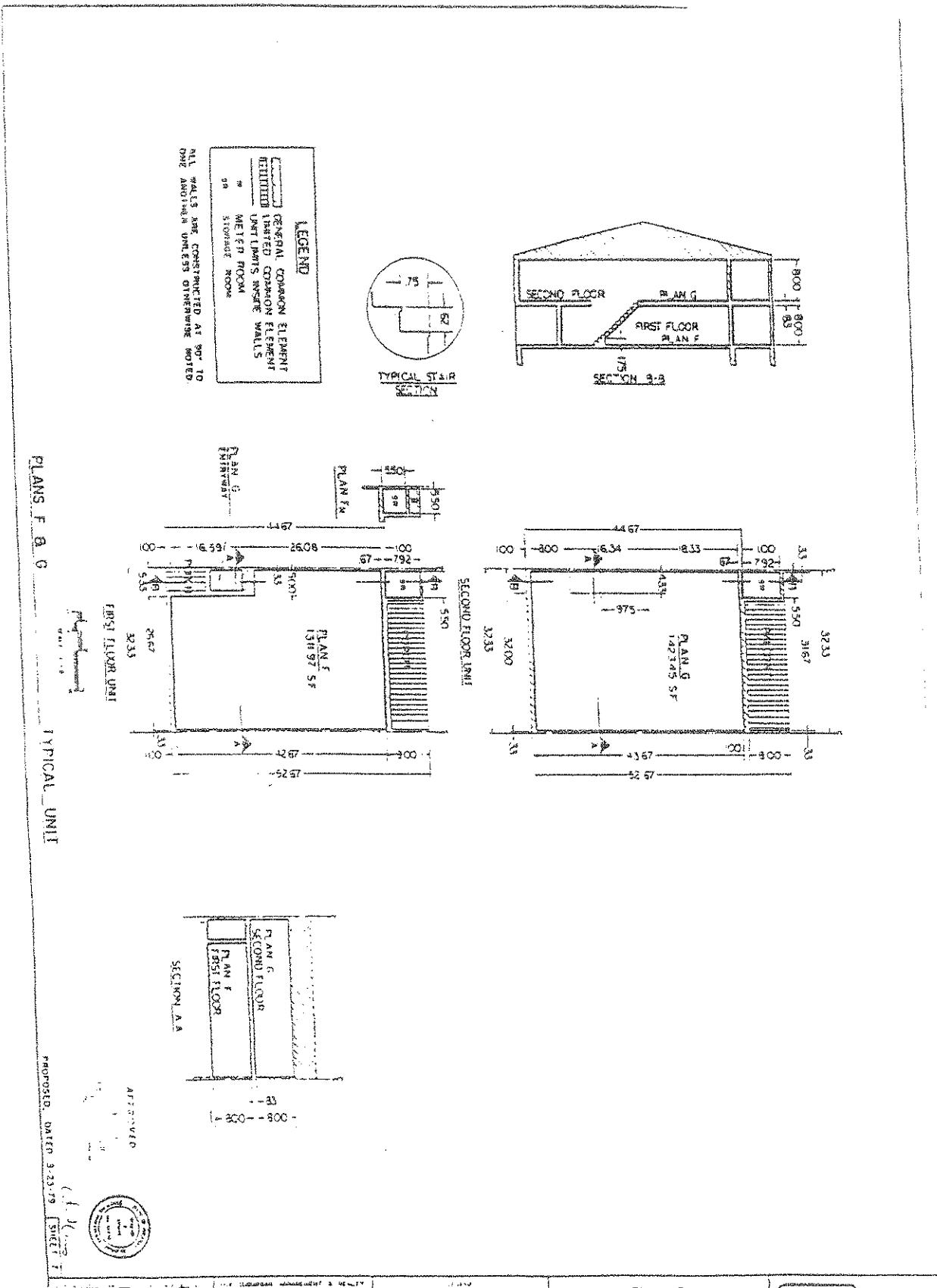
**PROPOSED**

**TYPICAL UNIT**

**GENERAL COMMON ELEMENT**  
**LIMITED COMMON ELEMENT**  
**UNIT LAYOUT INSIDE WALLS**  
**Storage Room**

**ALL WALLS ARE CONSTRUCTED AT 8'0" TO  
ONE ANOTHER UNLESS OTHERWISE STATED**





PROPOSED, DATE 3.

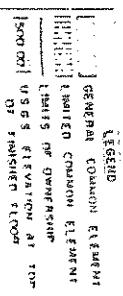
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FOUNDATION PLAN GARAGE NO. G-1

卷之三

FOUNDATION PLAN GARAGE NO. G-2

FOUNDATION PLAN GARAGE NO. 6-3



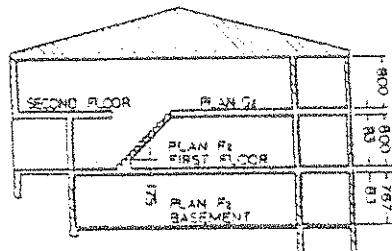
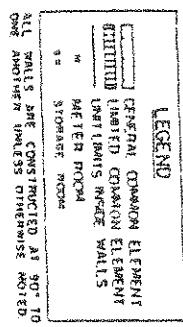
SECTION A.



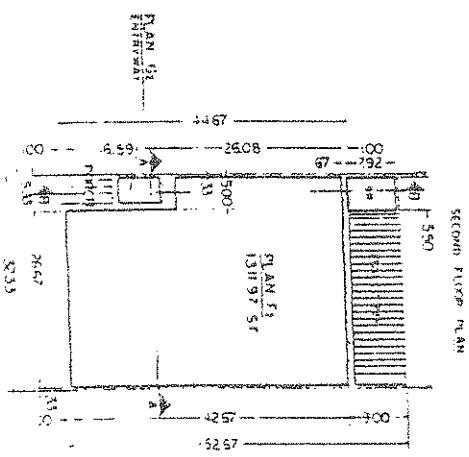
SEARCHED INDEXED VOL 174 48 JUN 19



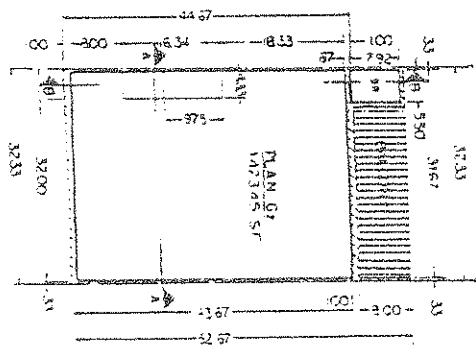
GARAGE



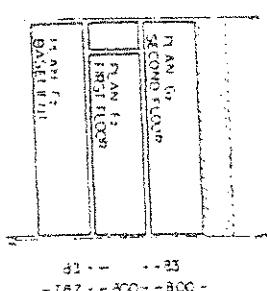
SECTION A-A



SECOND FLOOR PLAN



BASMENT PLAN



SECTION E-E

SECTION F-F

SECTION G-G

SECTION H-H

SECTION I-I

SECTION J-J

SECTION K-K

SECTION L-L

SECTION M-M

SECTION N-N

SECTION O-O

SECTION P-P

SECTION Q-Q

SECTION R-R

SECTION S-S

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**BUILDING NO 3**

**LEGEND**

- GENERAL
- CREATION ELEMENT
- UNIFIED
- CREATION ELEMENT
- WALLS
- UNITS
- USGS ELEVATION
- FINISH FLOOR

**BUILDING NO 3**

**APPEL WOODS**

**ONDOMINUM**

**APRIL 1974**

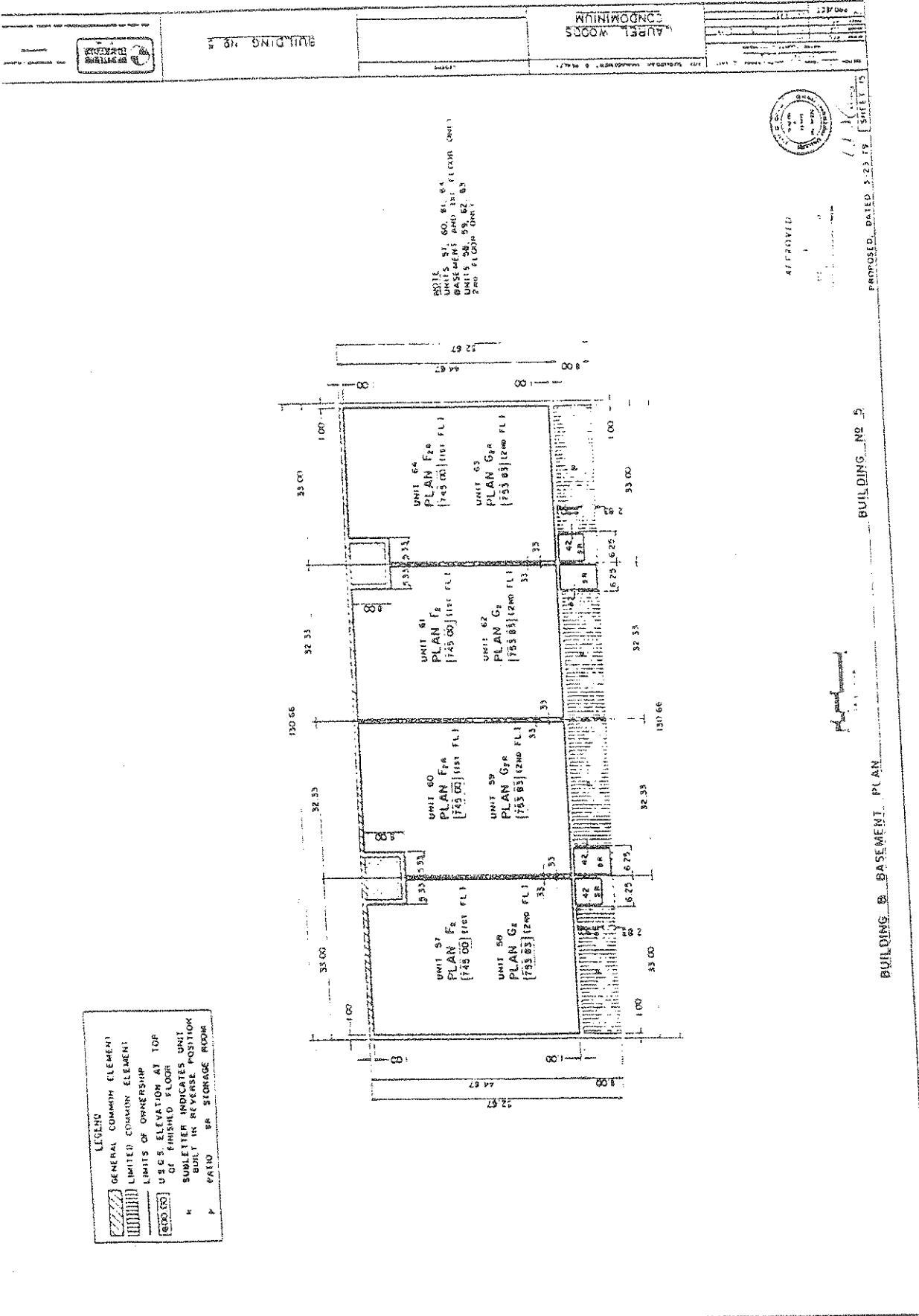
**SUBMITTED TO THE ENGINEER IN CHIEF**

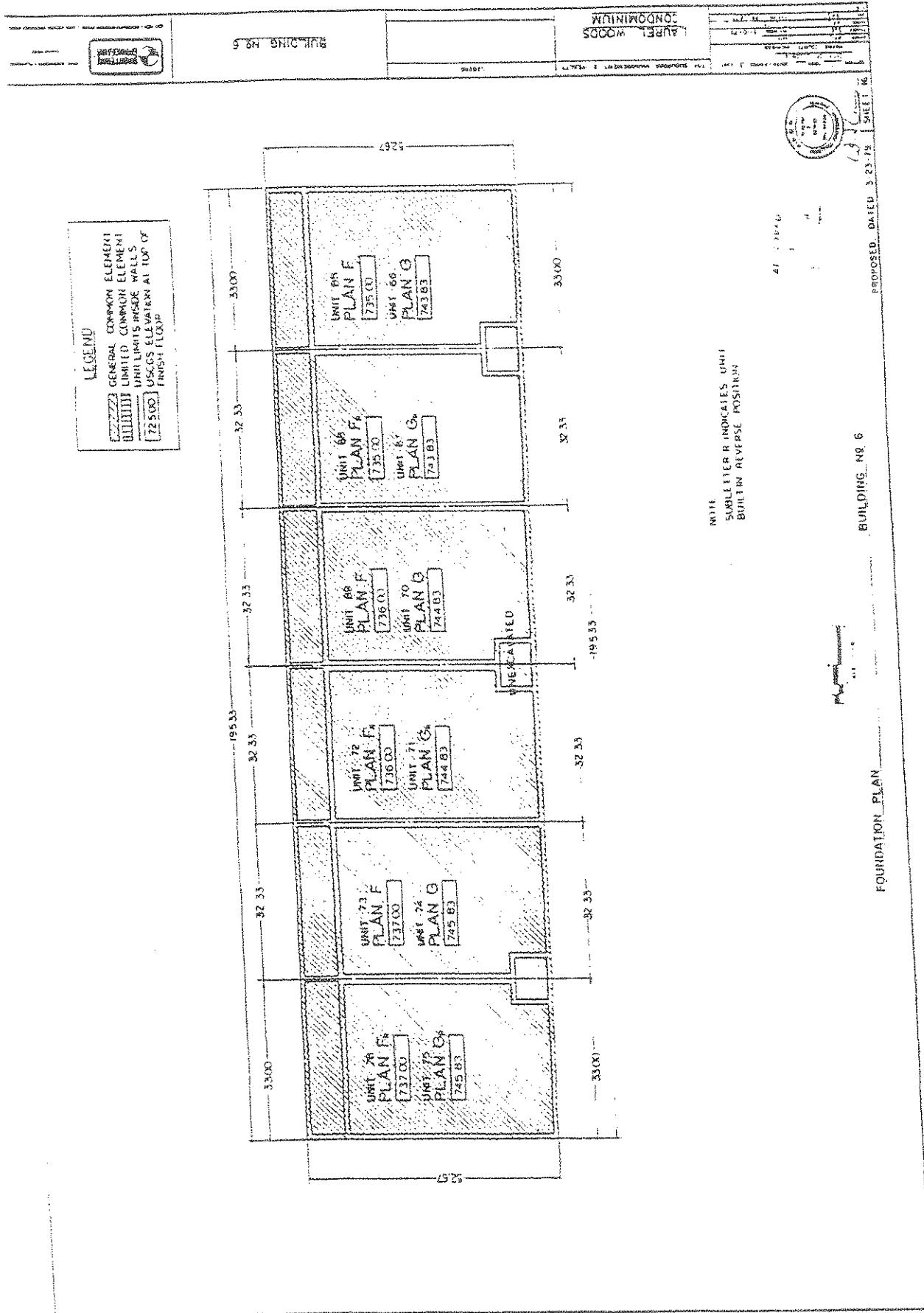
**FOR APPROVAL**

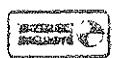
**PROPOSED DATE 3-23-73 SHEET 3**

**BUILDING PLAN**







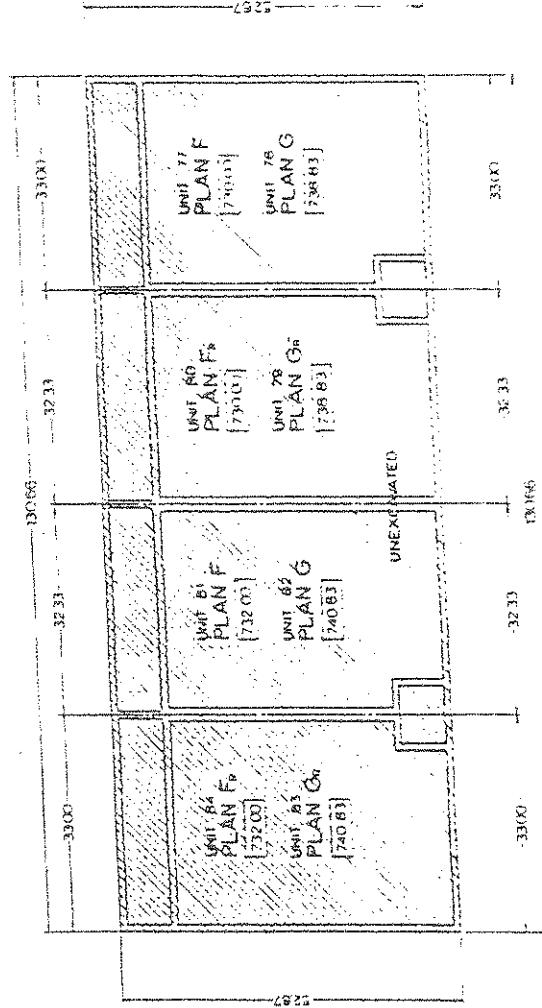


בְּשָׁנָה שְׁנִית

AUREL WOODS  
CONDOMINIUM



卷之三



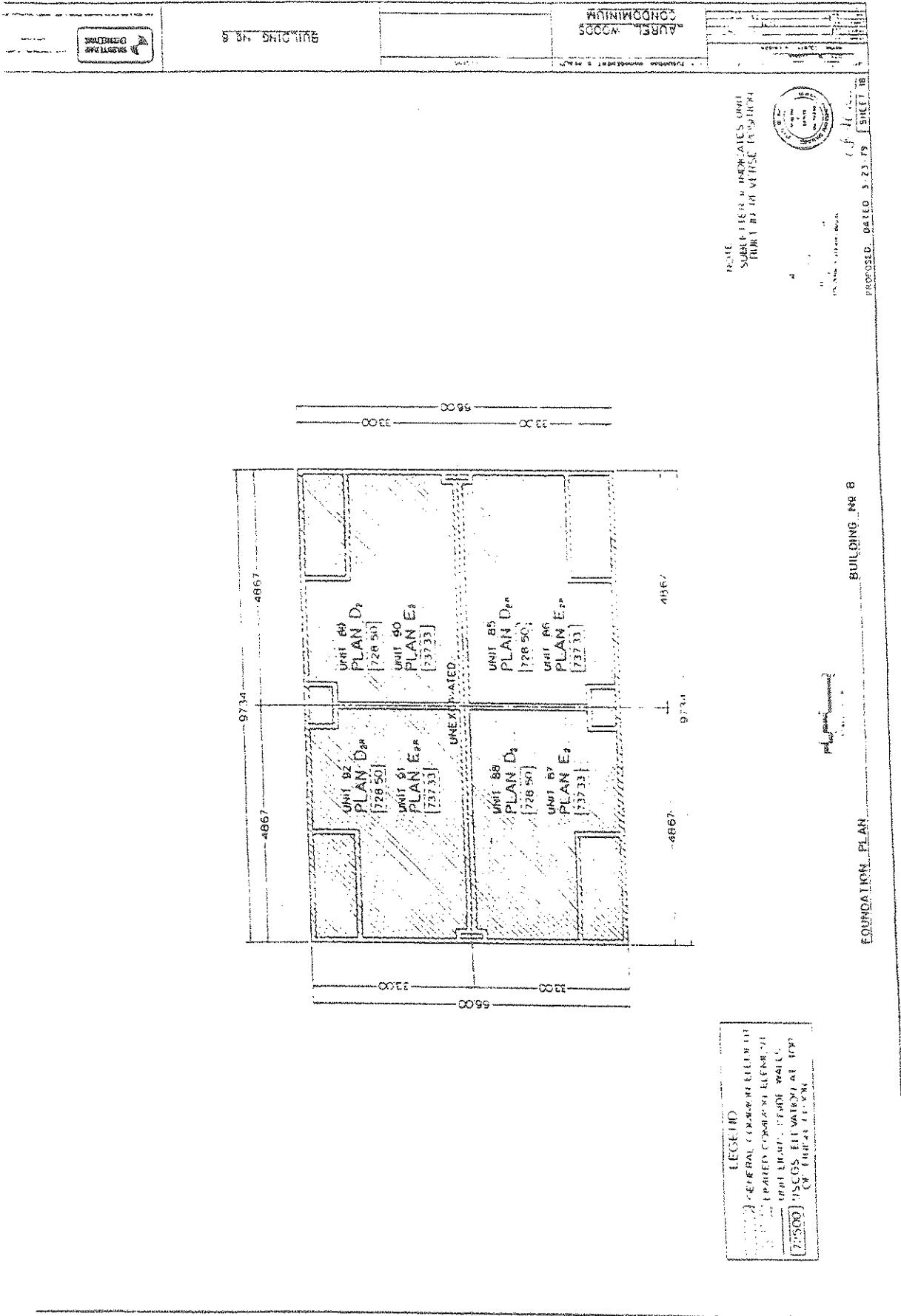
COLLECTIVE PI APE

LEGEND  
CENTRAL CLOAKROOM ELEMENT  
THREE TIERED CORRIDOR ELEMENT  
LINEAR UNITS INSIDE WALLS  
[75250] OF FINISH FLOOR

### **SOURCE & INDIVIDUALS USED IN THE FIELD**

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BUILDING 340





HAGGERTY WOODS CC  
Detroit Edison I  
2009

ADDRESS	PERIOD		PERIOD					
	12/26-01/28/09	1/28-2/25/09	Jan	Feb	March	April	MAY	June
41586		\$29.05						
41436		\$23.18						
41555								
41564								
41613		\$26.34						
41528		\$14.68	\$	25.10				
41463		\$19.74	\$	38.75				
41511		\$8.78	\$	26.34				
<b>TOTAL=</b>		<b>\$ 121.77</b>	<b>\$ 90.19</b>					

**41511**

**TOTAL**

**DOMINION  
Bills**

**July      August**

