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Leelanau County, MI



AMENDED AND RESTATED MASTER DEED

For

YORK CONDOMINIUMS

Leelanau County Condominium Subdivision Plan No. 81

This **Amended and Restated Master Deed** is made this 13th day of July 2023, by York Condominium Association, a Michigan nonprofit corporation, of 11255 E. Fort Road, #1-3, Suttons Bay, Michigan 49682 (hereinafter referred to as the "Association");

RECITALS:

A. Bernham Limited Partnership, an Ohio limited partnership (the "Developer"), caused the Master Deed for York Condominiums to be recorded November 10, 1998, at Liber 493, Page 193 et seq.; as amended by a Second Amendment to Master Deed, recorded December 28, 2004, at Document No. 01 837/141, Leelanau County Records, and designated as Leelanau County Condominium Subdivision Plan No. 81 ("Master Deed");

B. The Association recorded a document entitled York Condominium Association First Amendment to Association Bylaws on October 9, 2002, at Document No. 01 673/15;

C. The Association wishes to record this Amended and Restated Master Deed to bring the documents into compliance with changes in the Michigan Condominium Act (the "Act") and the Michigan Nonprofit Corporations Act, to update the documents to clarify certain provisions, and to bring the documents into compliance with historical practices of the Association;

D. Section 90(2) of the Michigan Condominium Act provides that the Master Deed, Bylaws and Condominium Subdivision Plan may be amended even if the amendment materially alters or changes the rights of the Co-owners or mortgagees with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees;

E. Two-thirds (2/3) of the Co-owners and mortgagees have voted to approve the amendments contained herein, and the President of the Association hereby executes this Amendment certifying the Association has obtained such approvals;

F. The Association has prepared and executed this Amended and Restated Master Deed, together with the Amended and Restated Condominium Bylaws attached hereto as Exhibit

“A” and hereby reconfirms and ratifies the previously recorded Condominium Subdivision Plan attached to the Master Deed as Exhibit “B”, as amended.

I.

TITLE AND NATURE

The Condominium Project is known as York Condominiums, Leelanau County Condominium Subdivision Plan No. 81. The Condominium Project is established in accordance with Act 59 of the Public Acts of 1978, as amended. The Amended and Restated Bylaws attached hereto as Exhibit "A" are hereby incorporated herein by reference. The Condominium Subdivision Plan, as amended, attached to the Master Deed as Exhibit "B", is hereby incorporated herein by reference.

II.

LEGAL DESCRIPTION

The land on which the Condominium Project is located and which is established by the Master Deed is situated in the Township of Bingham, County of Leelanau and State of Michigan, and described as follows, viz:

That part of Government Lot 1, Section 15, Town 29 North, Range 11 West, lying North of Fort Road and West of Highway M-22, EXCEPT commencing at the Northwest corner of said Section; thence South 00 degrees 04 minutes East, along section line 1316.72 feet to the centerline of Fort Road; thence North 86 degrees 10 minutes East along said centerline, 921.25 feet to the Point of Beginning; thence South 86 degrees 10 minutes West, 850.00 feet; thence North 00 degrees 04 minutes West, 200.00 feet; thence North 86 degrees 10 minutes East, 850.00 feet; thence South 00 degrees 04 minutes East, 200.00 feet to the Point of Beginning.

EXCEPT: Part of Government Lot 1, Section 15, Town 29 North, Range 11 West, more fully described as: Commencing at the Northwest corner of said Section 15; thence South 88 degrees 32 minutes 05 seconds East, 1646.85 feet along the North line of said Section 15 to the Point of Beginning; thence South 88 degrees 32 minutes 05 seconds East, 125.00 feet to a point on the Westerly right-of-way line of Highway M-22; thence South 10 degrees 14 minutes 30 seconds West, 50.00 feet along said Westerly right-of-way line; thence North 88 degrees 32 minutes 05 seconds West, 125.00 feet, parallel with said North section line; thence North 10 degrees 14 minutes 30 seconds East, 50.00 feet to the Point of Beginning. TOGETHER WITH a non-exclusive easement for ingress and egress, the centerline of which is described as being in part of Government Lot 1, Section 15, Town 29 North, Range 11 West, more fully described as: Commencing at the Northwest corner of said Section 15; thence South 88 degrees 32 minutes 05 seconds East, 1832.57 feet along the North line of said Section 15 to a point on the centerline of Highway M-22; thence South 01 degrees 14 minutes 30 seconds West, 110.56 feet

along said centerline; thence Southwesterly 1142.20 feet, along said centerline and the arc of a 11459.66 foot radius curve to the right, the long chord of which bears South 13 degrees 06 minutes 07 seconds West, 1141.73 feet; thence South 88 degrees 17 minutes 42 seconds West, 598.24 feet, along the centerline of Fort Road to the Point of Beginning of said easement centerline; thence North 02 degrees 00 minutes 21 seconds West, 196.43 feet; thence North 10 degrees 21 minutes 34 seconds East, 167.42 feet; thence North 13 degrees 56 minutes 13 seconds East, 306.97 feet; thence North 26 degrees 14 minutes 05 seconds East, 101.59 feet; thence North 37 degrees 16 minutes 54 seconds East, 164.28 feet; thence North 44 degrees 35 minutes 28 seconds East, 353.03 feet; thence North 55 degrees 06 minutes 30 seconds East, 100.11 feet; thence North 75 degrees 30 minutes 47 seconds East, 118.63 feet to the Point of Ending of said easement centerline.

SUBJECT TO rights-of-way in favor of Cherryland Rural Electric Cooperative Association, recorded in Liber 195, Page 479 and Liber 273, Page 171.

ALSO SUBJECT TO easement for laying of gas main and gas service pipe, terms and conditions thereof, in favor of Michigan Consolidated Gas Company as recorded in Liber 272, Page 458.

ALSO SUBJECT TO restrictions as cited in Liber 90, Page 199.

ALSO SUBJECT TO non-exclusive easement for ingress and egress in favor of Century Telephone of Michigan, Inc., as recorded in Liber 362, Page 599.

ALSO SUBJECT TO the rights of public as to M-22 and Fort Road.

The above-described premises are conveyed subject to the Restrictive Covenants stated hereinafter in Article VII.

III.

DEFINITIONS

The following terms, whenever utilized in this Master Deed, Articles of Incorporation, Condominium Bylaws, Bylaws of Association of Co-owners, Purchase Agreement, instruments of conveyance including amendments to Master Deed and consolidating Master Deed, and in any other document or instrument without limitation shall be defined as follows, viz:

A. The Act means the Condominium Act, being Act No. 59 of the Public Acts of 1978 as amended.

B. Apartment, Townhouse or Unit shall each mean the enclosed space constituting a single complete residential unit in the Condominium as such space may be described on Exhibit "B" to the Master Deed, as amended, and shall have the same meaning as the term "unit" as defined in the Act.

C. Association shall mean the entity designated in the condominium documents to administer the Condominium Project.

D. Common Elements where used without modification shall mean both the general and limited common elements described in Article IV hereof.

E. Condominium Bylaws means Exhibit "A" hereto, being the Amended and Restated Condominium Bylaws setting forth the substantive rights and obligations of the Co-owners and required by the Act to be recorded as part of the Master Deed.

F. Condominium Documents wherever used means and includes this Amended and Restated Master Deed and Exhibits "A" and "B" hereto, as amended, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

G. Condominium Premises means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to the Condominium Project and described in the Article II above.

H. Condominium Project, Condominium or Project means **York Condominiums** as a Condominium Project established in conformity with the provisions of the Act.

I. Condominium Subdivision Plan means Exhibit "B" to the Master Deed, as amended.

J. Co-Owner means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. A land contract vendee of a unit in the project shall be the Co-Owner for all purposes relating to the project. The term "owner", wherever used, shall be synonymous with the term "co-owner".

K. Developer. BERNHAM LIMITED PARTNERSHIP.

L. Percentage of Value. The percentage assigned to each individual condominium unit in the condominium Master Deed.

M. Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

IV.

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit "B", as amended and incorporated herein by reference, and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The General Common Elements are:

1. The land described in Article II hereof, excepting however, the space within each Unit boundary and the Limited Common Elements, all as shown on Exhibit "B", as amended.
2. The electrical wiring network throughout the Project up to the point of connection with electrical fixtures within any Unit.
3. The roof area of each garage as designated on Exhibit "B", as amended.
4. The telephone wiring network throughout the Project
5. The plumbing network throughout the Project including that contained within Unit walls, up to the point of entering into a Unit.
6. The water distribution system and sanitary sewer system throughout the Project up to the point of entering into a Unit.
7. Foundations, first floor construction, supporting columns, unit perimeter walls (including windows and doors therein), roofs, ceilings, crawl spaces and floor constructions between Unit levels.
8. The television cable network throughout the Project, if and when available and installed.
9. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The Limited Common Elements are:

1. The patios or decks of each Unit, and two (2) parking spaces, all as designated on Exhibit "B", as amended, each being assigned as a Limited Common Element to the Unit to which they are adjacent;
2. The interior surfaces of Unit perimeter walls (including windows and doors therein); ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

3. The heating network and systems (including boilers and fireplaces) servicing Buildings 7 and 8 (also known as Buildings J and K) including that contained within Unit walls, up to the point of connection with heating, venting or air conditioning fixtures within any Unit.
4. The screened-in porches and garages appurtenant to Buildings 7 and 8 (also known as Buildings J and K).
5. The air conditioning compressors and all related piping and wiring shall be Limited Common Elements appurtenant to the Unit they serve.

C. The costs of maintenance, repair and replacement of all General and Limited Common Elements described in paragraphs A and B above shall be borne by the Association. Subject to the following exceptions: (i) the costs of repair, replacement, maintenance and decoration of items described in subparagraph B(4) and B(5); and (ii) the cost of operation (including the cost of electricity and gas), repair, maintenance and replacement of the Limited Common Element described in B(3) shall be assessed to the Units the Limited Common Elements serve. In the case of boilers, all costs shall be allocated and assessed by the Association equally across those Units serviced by a boiler. In the event that any Co-owner fails to pay when due the above sums for maintenance and repair of Limited Common Elements, the Association's remedies set forth in Article II, Section 6 of the Condominium Bylaws shall apply.

D. No Co-Owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his or her Unit or the Common Elements.

E. Any maintenance, repair or replacement (the costs of which is to be borne by the Co-owner) may be performed by or under the direction of the Association and the cost may be assessed against the responsible Co-owner or Co-owners as provided in the Condominium Bylaws.

V.

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the Project attached to the Master Deed as Exhibit "B", as amended. Each Unit shall include all that space within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plan sheet in Exhibit "B".

B. The Percentage of Value assigned to each Unit is set forth in subparagraph D below. The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-Owner in the expenses and proceeds of administration of the Association and Common Elements of the Condominium. Each respective Co-Owner shall have one vote at meetings of the Association. The total value of the project is 100. The Percentage of Value

allocated to each Unit may be changed only with the unanimous consent of all of the Co-owners expressed in an amendment to this Master Deed, duly approved and recorded.

C. The determination of the Percentage of Value which should be assigned was made after reviewing the comparative characteristics of each Unit in the Project and concluding that a combination of square footage, location, value and anticipated use of Common Elements were the proper determining factors.

D. Each Unit shall be assigned an equal Percentage of Value.

E. Building Reference Numbers. Throughout all the existing Condominium Documents, buildings are referred to by numbers 1-11. In practice, the Condominium refers to those buildings using a lettering system, as follows:

Building Number	A/K/A Building Letter
Building 1	Building A
Building 2	Building B
Building 3	Building C
Building 4	Building D
Building 5	Building E
Building 6	Building F
Building 10	Building G
Building 9	Building H
Building 11	Building I
Building 7	Building J
Building 8	Building K

VI.

EASEMENTS

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, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for as 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 continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

VII.

RESTRICTIVE COVENANTS

The land described in Article II above (as amended from time to time as herein provided) shall be subject to the restrictions described in Article VI of the Amended and Restated Condominium Bylaws attached hereto as Exhibit "A", which restrictions shall run with the land and shall be binding on all heirs, successors and assigns of said land.

VIII.

AMENDMENT

A. The Condominium Documents may be amended for a proper purpose, without consent of Co-Owners, mortgagees and other interested parties, including the modification of the types and sizes of Units prior to construction of Units and unsold Condominium Units and their appurtenant Limited Common Elements as long as the amendments do not materially alter or change the rights of the Co-Owners, mortgagees, or other interested parties.

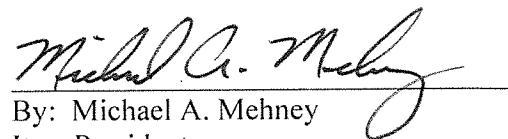
B. The Condominium Documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the Co-Owners, mortgagees or other interested parties with the approval of two-thirds of the votes of the Co-Owners. A Co-Owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without his/her consent. Co-Owners and mortgagees of record shall be notified of proposed amendments.

C. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-Owners or based upon the advisory committee's decision, the costs of which are expenses of administration.

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

ASSOCIATION:

York Condominium Association, a Michigan nonprofit corporation


By: Michael A. Mehney

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF GRAND TRAVERSE)

Acknowledged on the 13th day of July 2023, before me personally appeared Michael A. Mehney, President of York Condominium Association, a Michigan nonprofit corporation, the organization described in and which executed the foregoing instrument, and that he signed his name thereto as and for his voluntary act and deed and as and for the voluntary act and deed of said organization.

Sarah K. Couturier
Sarah K. Couturier Notary Public
Leelanau County, Michigan
Acting in Grand Traverse County, Michigan
My Commission Expires: 01-23-2029

Prepared by/Return to:
David H. Rowe, Esq.
Alward, Fisher, Rice, Rowe & Graf, PLC
412 S. Union Street
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**AMENDED AND RESTATED CONDOMINIUM BYLAWS - EXHIBIT A TO
AMENDED AND RESTATED MASTER DEED**

YORK CONDOMINIUMS

ARTICLE I.

ASSOCIATION OF CO-OWNERS

Section 1. **York Condominiums**, a traditional residential Condominium Project located in the Township of Bingham, County of Leelanau, State of Michigan, shall be administered by an Association of Co-owners, which shall be a non-profit corporation (hereinafter called the "Association"), organized under the laws of the State of Michigan.

Section 2. The Association shall be organized to manage, maintain and operate the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation and Bylaws of the Association and the laws of the State of Michigan. The Association shall be responsible for the management and administration of the Common Elements, property, easements, and affairs of the Condominium Project. The Association may provide for independent management of the Condominium Project.

Section 3. Membership in the Association and voting by the 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 his/her Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Amended and Restated Master Deed, when voting by value. Voting shall be by number except in those instances when voting is specifically required to be in value.

(d) No Co-owner shall be entitled to vote at any meeting of the Association until s/he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in Paragraph 3(e) below or by a proxy given by such individual representative. Notwithstanding anything herein to the contrary, a purchaser of a Unit by means of a land contract shall be designated the owner of that Unit and entitled to the vote for that Unit.

(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, address and email 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.

(f) There shall be an annual meeting of the members of the Association as provided in Section 8 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of the time, place and subject matter of all meetings shall be given to each Co-owner by mailing or emailing the same to each individual representative designated by the respective Co-owner at least ten (10) days prior to said meeting.

(g) The presence, in person or by proxy, of one-fifth (1/5) of the Co-owners in number and in value shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum. The written or electronic 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 a vote is cast.

(h) Votes may be cast in person or by proxy or by writing, duly signed by the designated voting representative not present at a given meeting in person or by proxy or by electronic means, subject to the discretion of the Board of Directors. Proxies and any written or electronic vote 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) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value 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. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the member of the Association.

(j) Any action which may be taken at a meeting of the Co-owners (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided above for the giving of notice of regular meetings of Members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 4. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The

Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. Such accounts books, records, contracts, and financial statements concerning the administration and operation of the Condominium Project shall be available for examination by any of the co-owners and their mortgagees at convenient times. If the Association's annual revenues are greater than \$20,000.00, then on an annual basis the Association shall have its books, records, and financial statements independently audited or reviewed at the discretion of the Board of Directors by a certified public accountant, as defined in section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American institute of certified public accountants. The Association may opt out of this requirement on an annual basis by an affirmative vote of a majority of the Co-owners. The accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents, and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project, to inspect the same during reasonable hours.

Section 5. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association.

Section 6. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers shall not be compensated as such, but may be reimbursed their reasonable and necessary expenses.

Section 7. Every director and every officer of the corporation shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer when expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the directors seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment to any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 8. An annual meeting shall be held each year on such date as is specified in the Association Bylaws. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

ARTICLE II.

ASSESSMENTS

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.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project.

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 Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. The minimum standard required by this section may prove to be inadequate for a particular project. The Association of Co-owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be mailed or emailed to each Co-owner, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors:

- (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium;
- (2) to provide replacements of existing Common Elements;
- (3) to provide additions to the Common Elements not exceeding \$1,000.00 annually;
or
- (4) in the event of emergencies;

The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in Paragraph 3(a) above may be made by the Board of Directors from time to time and approved by the Co-owners. Special assessments referred to in this paragraph shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the Percentage of Value allocated to each Unit in Article V of the Amended and Restated Master Deed without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above, shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acquisition of legal or equitable title to a Unit. 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 percent (7%) per annum until paid in full. Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof.

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

Section 6. 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 Project, 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, and further, 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 applicable law. Notwithstanding anything to the contrary, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published until the expiration of ten (10) days after mailing, by First Class Mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the delinquency is not cured within ten (10) days after the date of mailing. Such written notice shall be in recordable form, executed by an authorized representative of the Association and shall set forth the following: (1) the name of the Co-owner of record thereof, (2) the legal description of the Condominium Unit or Units to which the notice applies, (3) the amounts due the Association of Co-owners at the date of notice, exclusive of interest, costs, attorney fees and future assessments. The notice shall be recorded in the office of the Register of Deeds in the county in which the Condominium Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium Unit, if not occupied by the Co-owner, and to lease the Condominium Unit and to collect and apply the rental therefrom. The Co-owner of a Condominium Unit subject to foreclosure under this section, and

any purchaser, grantee, successor or assignee of the Co-owner's interest in the Condominium Unit is liable for assessments by the Association chargeable to the Condominium Unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

(a) *Other Remedies.* In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. Further, a Co-owner in default may be barred from using any and all Common Elements until the default is cured.

(b) *Costs.* The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit(s). The Board may also adopt an administrative fee that relates to the increased cost of the association in the collection of delinquent assessments.

Section 7. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments by the purchaser in preference over any other assessments or charges of whatever nature except: (a) amounts due the State of Michigan or any subdivision thereof for taxes or special tax assessments due and unpaid on the Unit; and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium Unit is entitled to written statement from the Association, setting forth the amount of unpaid assessments outstanding against the Unit, and the purchaser is not liable for unpaid assessments 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. The protection provided in the previous sentence shall not apply to any purchaser or grantee who fails to request a written statement from the Association at least five (5) days before the sale, or to pay any unpaid assessments against the Unit at the closing of the Unit purchase if such a statement was requested; whereupon that purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs and attorneys' fees incurred in connection with the collection thereof.

Section 8. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project 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 property 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).

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with the Act.

Section 10. A construction lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to Section 132 of the Act. Pursuant to Section 111 of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid assessments. Upon receipt of a written request to the Association accompanied by a copy of the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 11. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the Unit; and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium Unit is entitled to written statement from the Association, setting forth the amount of unpaid assessments outstanding against the Unit, and the purchaser is not liable for unpaid assessments in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the sale, or arrange for the payment of any unpaid assessments against the Unit at the closing of the Unit purchase if such a statement was requested, shall be liable for any unpaid assessments against the Unit together with interest, costs, and attorney's fees incurred in connection with the collection thereof.

Section 12. Contributions to Working Capital Reserve by Purchasers of Units from Initial Co-owners. The Board of Directors of the Association shall have the right to require that the purchasers of a Unit contribute to the Association an amount up to or equal to two (2) months of the regular Association assessment upon closing on the sale of the Unit, with said contribution being deposited in the Association's reserve accounts. The imposition of this requirement upon the purchasers of Units shall not affect the non-refundable character of any previous contributions paid to the Association by the selling Co-owner. The Association Board of Directors shall provide written notice to the Co-owners of its election to require the contribution described in this Section and such written notice shall remain effective until negated by a subsequent written notice from the Board. The Association shall also have any and all remedies with respect to the unpaid contribution that are provided to the Association in these Bylaws for delinquent assessments.

ARTICLE III.

ARBITRATION

Section 1. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any 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 or 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 grievance in the courts.

ARTICLE IV.

INSURANCE

Section 1. The Association shall provide an insurance policy providing "special" and "all risk" coverage and liability insurance, and such other insurance as the Board of Directors deems advisable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project.

Section 2. 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 and all premiums for insurance carried by the Association shall be an expense of administration.

Section 3. Each Co-owner shall obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage.

Section 4. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, 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 contain all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accordance with the plans and specifications thereof as are on file with the Association (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 shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

Section 5. The proceeds of any insurance policies 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 Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 6. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance to the Condominium Project.

Section 7. Neither the Association nor any of the Co-owners shall be liable to the other or to any insurance company (by way of waiver of subrogation) providing coverage for any loss or damage to any Common Element, improvement, Unit, building, structure or other tangible property, or any resulting loss of income, even though such loss or damage might have been occasioned by the negligence of the other party, its agents, guests, invitees or employees, provided and to the extent such loss or damage is covered by insurance.

ARTICLE V.

RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium property 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 that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its 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 percent (75%) or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project.

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 below. In all other cases, the responsibility for construction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his 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 free standing 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 thereof, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 below. 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 mortgagees jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the Units of the Condominium.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has a responsibility for maintenance, 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 sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against 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 control upon any taking by eminent domain:

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

(b) If there is any taking of any portion of the Condominium other than any Unit the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than seventy-five percent (75%) of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Amended and Restated Master

Deed shall also be amended to reflect such taking and to proportionately readjust the Percentages of Value of the remaining Co-owners, based upon the continuing value of the Condominium of one hundred percent (100%). 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 Project.

(d) The Association shall promptly notify each institutional holder of a first mortgage lien on any of the Units in the Condominium in the event that any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding.

Section 7. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner or any other party priority or any rights of first mortgagees of Condominium Units pursuant to their mortgages and in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI.

RESTRICTIONS

Section 1. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. The Project is intended to be an Owner-occupied Project and not a rental community. No Co-owner may lease their Unit except with the express written consent of the Board of Directors. Any Co-owner wishing to lease their Unit, shall apply to the Board of Directors and include the extenuating circumstances the Co-owner needs to lease their Unit for the Board of Director's consideration. Any lease approved by the Board of Directors shall have a term of not less than one (1) year. The Board of Directors may withhold their consent to lease a Unit for any reason whatsoever in its sole discretion. Notwithstanding, any lease in effect on the date of the Amended and Restated Master Deed shall not be subject to the restrictions contained herein.

(a) Notice to Co-owner's Tenant Permitted Where Co-owner in Arrears to the Association for Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the Tenant.

Section 3. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exists easements for support or utilities) or make changes in any of the Common Elements, limited or general, including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings,

doors (including screen 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 impairs sound conditioning provisions. In order to maintain uniformity of Condominium exterior appearance, no Co-owner shall use any color of drape or drape liner on the exterior side of the windows of his Unit other than white, nor shall any Co-owner paint the exterior surface of any door or other exterior surface to his Unit in a color or shade not approved in writing by the Board of Directors. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. Notwithstanding, a Co-owner, or a tenant, may install and maintain in a Unit, or on a Limited Common Element appurtenant or assigned to the Unit, in which he has a direct or indirect ownership or leasehold interest, and which is within his exclusive use or control, an antenna, and/or a mast that supports an antenna, of any of the types and sizes described in paragraph (a) of the Federal Communication Commission's Over-the-Air Reception Devices (OTARD) Rule, 47 C.F.R. Section 1.4000, as amended (the "FCC Rules"), but every such installation shall be made in conformance with all applicable written rules and regulations with respect to the installation, maintenance and/or removal of such antennas by a Co-owner as from time to time may be promulgated by the Board of Directors of the Association, except to the extent that they are construed to conflict with the federal Telecommunications Act of 1996, as amended, or the FCC Rule. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair the reception of an acceptable quality signal and shall not unreasonably prevent or delay, or increase the cost, of the installation, maintenance or use of any such antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein.

Section 4. 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 or becomes an annoyance or a 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 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 Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animals of any kind shall be raised, kept or permitted upon the property or any part thereof other than dogs, cats and birds owned by Co-Owners. Such animals are not to be kept, bred or raised for commercial purposes or in unreasonable numbers, and are to be reasonably controlled to avoid their being a nuisance to other lot to Unit Owners. Dogs and cats shall be confined or leashed at all times while out of doors and shall not be allowed to run free. All animals shall be subject to such rules and regulations as the Association shall from time to time adopt.

(a) *Pet Removal.* Notwithstanding the foregoing, the presence of any pet anywhere within the Project may be limited, restricted or totally removed from the Project, if the animal's conduct is deemed objectionable for any reason by the Board of Directors of the Association. Anyone who causes any animal to be brought or kept upon the Project hereby agrees to indemnify and hold harmless the Developer, Association, its officers, agents, employees, and members for any loss, damage or liability which they may sustain as a result of the presence of the animal on the Project.

Section 6. 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 therefore at all times and shall not be permitted to remain elsewhere on the Common Elements. 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 Association, however, until such an area is designated, automobiles may be washed in any convenient area of the parking lot. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies and stairs shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements.

Section 8. No recreational vehicles, campers, 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. Each Unit has been assigned two (2) parking places. All Co-owners and their guests and invitees are limited to use of the assigned parking places.

Section 9. 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, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10. No sign or other advertising device 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 Association.

Section 11. Reasonable regulations consistent with the Act, the Master Deed and the Condominium Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in number and in value.

Section 12. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his/her Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain

access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements. The Association, acting through its Board of Directors in its sole discretion, may authorize the cutting, trimming, and removal of trees as the interests of safety, aesthetics, or good forestry practices require.

Section 14. No unsafe or hazardous condition or activity shall be maintained upon any Limited Common Element patios or decks. All patios and decks shall be kept reasonably clean and uncluttered. No fixtures to a patio or deck shall be made. Types of personal possessions which may be used and/or stored on patios and decks shall include (without limitation) outdoor furniture, electric grills and incidentals to the foregoing. Co-owners shall not use or store any grills that cook utilizing an open flame within ten (10) feet of the building.

Section 15. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the 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 him, or his 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 16. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time.

Section 17. Ratification of Association Policies. By having the Association's members ratify that certain rules and regulations, as authorized by Article VI hereof and Article III, Sections (h) and (j) of the Association Bylaws, have been duly adopted and promulgated, and that they comprise the following:

- (a) Policy on Fireplace Installation dated 03/18/02;
- (b) Policy on Landscaping dated 04/27/04;
- (c) Policy on Satellite Dishes and Other Antennae dated 09/17/02;
- (d) Policy on Outdoor Hot Tubs dated 09/17/02;
- (e) Policy on Signs dated 09/18/02;
- (f) Policy on Central Air Conditioning dated 10/04/02;
- (g) Policy on Patio Enlargement dated 10/07/02;

- (h) Policy on Pets as amended on 10/22/22;
- (i) Policy on Gutters dated 10/22/22;
- (j) Policy adopting Schedule of Fines dated _____.

The purpose of the foregoing being to provide record notice to all present and future Co-owners of the existence of such policies, but not being any change or limitation on the power and authority of the Board of Directors to adopt, alter, amend, rescind, or suspend any policies from time to time in its discretion, as set forth in the Condominium and the Association Bylaws.

ARTICLE VI-A.

CERTAIN RESTRICTIONS ON DAY CARE AND FOSTER CARE

Section 1. Statement of Policy. The Association hereby states that it is its policy to **PROHIBIT ABSOLUTELY** foster care homes of any kind or type, regardless of whether they are licensed by the State of Michigan, which are intended to and serve as homes for minor children under the age of eighteen (18) years of age, for the reason that such homes might tend to diminish the value of the adjacent Units due to poor supervision of the wards of such homes. The Association hereby states that it is its policy to **PROHIBIT ABSOLUTELY** day care and adult foster care homes, for the reason that the extra traffic and congestion associated therewith will adversely impact on the rights of other Owners.

Section 2. Violations. Any Owner who violates the prohibition contained in Section 1 above shall be in violation of the Condominium Bylaws. Notwithstanding, any expression of “public policy” favoring such prohibited uses, the Association declares that such uses shall be a nuisance, shall be counter to the spirit of this private property development, and shall trigger the remedies described in Section 3 below.

Section 3. Remedies. The Association, by simple majority vote of the Board of Directors, shall be expressly authorized to levy a special assessment against any Unit being used for such prohibited purposes in an amount equal to the daily gross revenues realized by the Unit Co-owner who is using his/her/its Unit in violation of this Article VI-A. This sum shall be deemed to constitute reasonable liquidated damages to the Association and all the other Co-owners for loss of enjoyment and diminution in value of the Project cause by such violation(s). the Association shall also be entitled to exercise the remedies set forth in Article XI of the Condominium Bylaws. The Association shall also be given unilateral right in its sole discretion to resolve a dispute arising under this Article VI-A via binding arbitration using the procedures set forth in Article III of the Condominium Bylaws (this sentence being construed to invoke statutory as well as common law arbitration).

ARTICLE VI-B.

CERTAIN PUBLIC POLICY RIGHTS PRESERVED

Section 1. Flag Rights. In accordance with Section 56a of the Act, all Co-owners shall have the right to raise and fly the United States flag as reserved by State Law.

Section 2. Persons with Disabilities. In accordance with Section 47a of the Act, the right of Co-owners with disabilities to make improvements to reasonably accommodate their disability is preserved within the Condominium, but subject to the limitations set forth in that statutory provision. The Condominium nonetheless retains its character as private property, and this section shall not require construction of barrier-free accesses to Common Elements.

ARTICLE VII.

MORTGAGES

Section 1 Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. 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.

Section 4. The Association shall give timely notice to all mortgagees of: (1) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage; (2) any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (3) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of mortgagees.

ARTICLE VIII.

AMENDMENTS

Amendments to these Bylaws shall be in accordance with Article VIII of the Amended and Restated Master Deed.

ARTICLE IX.

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject

to and shall comply with the Act, as amended, and the mere 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 Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE X.

DEFINITIONS

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

ARTICLE XI.

REMEDIES FOR DEFAULT

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 Condominium Documents or the Act shall be grounds for relief, which may include, but without limiting, an action to recover sums due for damages, injunctive relief, foreclosure of lien 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 Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, limited or general, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) 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. Fines may be assessed only upon notice to the offending Co-owners as prescribed in the Association Bylaws, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

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

Section 3. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude any 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. Recovery of Costs and Attorney's Fees. The Association shall be entitled to recover from the responsible Co-owner, lessee, tenant, non-Co-owner resident and/or guest, the pre-litigation costs and attorney fees, including those incurred in bankruptcy proceedings and/or probate proceedings, incurred in obtaining any of their compliance with the Condominium Documents and the Act. A Co-owner, if successful in suing another Co-owner, lessee, tenant, non-Co-owner resident and/or guest, shall be entitled to recover from the responsible Co-owner, lessee, tenant, non-Co-owner resident and/or guest the costs and attorney's fees incurred in obtaining any of their compliance with the Condominium Documents and the Act. The Association shall have no responsibility to collect or enforce any judicial or administrative orders against or obtained by a Co-owner against another Co-owner, lessee, tenant, non-Co-owner resident and/or guest. In any proceeding arising because of an alleged default by a Co-owner, lessee, tenant, non-Co-owner resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding, including all those incurred in any appellate, bankruptcy and/or probate proceedings, and such reasonable attorney 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 costs and/or attorney fees from the Association. The Association, if successful, also shall be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter asserted against the Association from the Co-owner asserting the claim, counterclaim or other matter, or whose lessee, tenant, non-Co-owner resident and/or guest asserted the claim, counterclaim or other matter, but in no event shall any Co-owner, lessee, tenant, non-Co-owner resident and/or guest be entitled to recover such costs and/or attorney's fees from the Association.

ARTICLE XII.

SEVERABILITY

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

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