

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU			
Date Received MAR 17 2021		(FOR BUREAU USE ONLY)	
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Name Gregory J. Fioritto, Esq.		TranInfo: 1 24613558-1 03/15/21 Chk#: 24516 Amt: \$10.00 ID: 800855640	
Address 44670 Ann Arbor Road, Suite 170			
City Plymouth	State Michigan	ZIP Code 48170	EFFECTIVE DATE:

FILED**MAR 18 2021**ADMINISTRATOR
CORPORATIONS DIVISION

Pursuant to the provisions of the Michigan Nonprofit Corporation Act,
being Act 162, Public Acts of 1982, as amended,
the undersigned executes the following
Restated Articles of Incorporation:

1. The present name of the Corporation is: CROSS POINTE CONDOMINIUM CO-OWNERS ASSOCIATION.
2. The Old ID# was 757532 and the New ID# assigned by the Department is 800855640.
3. All former names of the Corporation are: Not applicable.
4. The filing date of the original Articles of Incorporation was: July 10, 1987.

*The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended
and shall be the Articles of Incorporation for the corporation:*

ARTICLE I

NAME OF CORPORATION

The name of the corporation is: Cross Pointe Condominium Co-Owners Association.

ARTICLE II

PURPOSES OF CORPORATION

The purposes for which the Corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Cross Pointe Condominium, a condominium (hereinafter called the "Condominium"), on behalf of and for the benefit of both the Residential Units and Boatwell Units, as further set forth in the Condominium Documents;
- (b) To administer and operate the Condominium in such a manner as might be required by all applicable local, state and federal laws, including, but not limited to, the National Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended), and the Michigan Civil Rights Act;
- (c) To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;
- (d) To carry insurance and to collect and allocate the proceeds thereof;
- (e) To rebuild improvements after casualty;
- (f) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Corporation;
- (g) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (h) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, for any purpose of providing benefit to the members of the Corporation and in furtherance of any of the purposes of the Corporation;
- (i) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure by mortgage, pledge or other lien;
- (j) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this Corporation as may hereinafter be adopted;
- (k) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Act of 1978, as amended;

*AMENDED AND RESTATED ARTICLES OF INCORPORATION
CROSS POINTE CONDOMINIUM CO-OWNERS ASSOCIATION*

- (l) To sue in all courts and to defend against any actions or suits brought against the Corporation or its Directors and Officers by any member of the Corporation or by any third party, and to participate in any and all actions and proceedings whether judicial, administrative, arbitrative, or otherwise; and
- (m) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

RESIDENT AGENT AND REGISTERED OFFICE ADDRESS

The name of the resident agent is: Andrew Fazio.

The address of the registered office is: 333 Fort Street, Port Huron, MI 48060.

The mailing address of the registered office is the same as above.

ARTICLE IV

ORGANIZATION

The corporation is organized on a nonstock, membership basis.

The value of assets that the Corporation possesses is:

Personal Property: \$100.00 – Fixtures, equipment, and personal property owned
for the operation of the Association

Real Property: None

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

Assessment of members

ARTICLE V

EXISTENCE

The term of corporate existence is perpetual.

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ARTICLE VI

MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the Corporation, 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. Co-owners of both types of Units (Residential and Boatwell) shall be members of the Association. The rights and duties of each type of Members shall be as further defined in the Condominium Master Deed and bylaws.
- (b) Membership in the Corporation shall be established by acquisition of fee simple title or the interest of a land contract vendee as per MCL 559.106(l) to a Unit in the Condominium and by recording with the Register of Deeds of St. Clair County Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the Corporation, the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

ARTICLE VII

NONLIABILITY AND ASSUMPTION OF LIABILITY FOR DIRECTORS AND OFFICERS

Section 1. Elimination of Personal Liability for Volunteer Officers and Directors. To the extent permitted by law, a director or volunteer Officer of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for any action taken or any failure to take any action as a Director or volunteer Officer, except liability for any of the following:

- (a) for any breach of an Officer's or Director's duty of loyalty to the Corporation or its members;
- (b) for acts or omissions not in good faith or which involve intentional misconduct, a knowing violation of the law, or which involve the intentional infliction of harm on the corporation, its shareholders, or members;

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- (c) resulting from a violation of MCL 450.2551;
- (d) the amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;
- (e) for any act or omission that is grossly negligent;
- (f) an intentional criminal act;
- (g) a liability imposed under section MCL 450.2497 (a).

Nothing contained in this Section 1 will be construed to extend the periods for the bringing of an action under any existing statutes of limitation, nor as a waiver of any defense which may be asserted on behalf of any volunteer.

Section 2. Association's Assumption of Liability. The Corporation assumes liability for all acts or omissions of a volunteer Director, volunteer Officer or other volunteer occurring on or after the effective date of these Amended and Restated Articles if all of the following are met:

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

Nothing contained in the Section 2 will be construed to extend the periods for the bringing of an action under any existing statutes of limitation, nor as a waiver of any defense which may be asserted on behalf of any volunteer.

To the extent permitted by law, no person or entity may bring or maintain a claim for monetary damages against a volunteer Director or Officer for any liability assumed by the Corporation for that Director or Officer under Section 2 above; any such claims must be brought and maintained against the Corporation.

Section 3. Amendments to Michigan Nonprofit Corporation Act. If the Michigan Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the

*AMENDED AND RESTATED ARTICLES OF INCORPORATION
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personal liability of Officers or Directors, then the liability of the Officers and Directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Section 4. Volunteer Liability in the Event of Amendment or Repeal of this Article. Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of the volunteer Officers and Directors of the Corporation existing at the time of such repeal, modification or adoption.

Section 5. Definition of "Volunteer." For purposes of this Article, "volunteer Director" means a Director who does not receive anything of more than nominal value from the Corporation for serving as a Director other than reimbursement for actual, reasonable and necessary expenses incurred by the Director in their capacity as a Director.

For purposes of the Article, "non-Director volunteer" or "volunteer" means an individual, other than a volunteer Director, performing services for a nonprofit corporation at the request or appointment of the Board of Directors who does not receive compensation or any other type of consideration for the services other than reimbursement for reasonable and necessary expenses actually incurred.

ARTICLE VIII

INDEMNIFICATION

In addition to the provisions of Article VII, the Corporation may indemnify its volunteer Directors, volunteer Officers, nondirector volunteers or agents in the following manner:

Section 1. Corporation's Power to Indemnify. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal including all appeals (including an action, suit, investigation or proceeding by or in the right of the Corporation), by reason of the fact that such person is or was a Director, Officer, volunteer, employee or agent of the Corporation, against expenses including actual and reasonable attorneys' or other professionals' fees, judgments, decrees, fines, penalties, costs and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, investigation or proceeding. Notwithstanding the above, a volunteer Director, volunteer Officer, volunteer, employee or agent of the Corporation will not be entitled to indemnification for any claims that were brought by the Corporation, against a volunteer Director, volunteer Officer or other volunteer, except pursuant to MCL 450.2564a.

The Corporation may indemnify a person that was or is a party or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, nondirector volunteer, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, nondirector volunteer, or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust, or other enterprise, whether

for profit or not, for expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders or members. The corporation shall not indemnify a person for a claim, issue, or matter in which the person is found liable to the corporation except to the extent authorized under section 564c.

Section 2. Determination of Right to Indemnification. Any indemnification under Section 1 will be made by the Corporation upon the determination that indemnification of the volunteer Director, volunteer Officer, volunteer, employee or agent is proper under the circumstances. Such determination must be made in at least one of the following manners:

- (a) By a majority vote of Directors acting at a meeting at which a quorum consisting of Directors who were not parties or threatened to be parties to such action, suit, investigation or proceeding is present;
- (b) If the Board is unable to obtain a quorum under sub-Section 2 (a), then by majority vote of a committee that is duly designated by the Board and that consists solely of 2 or more Directors who are not at the time parties or threatened to be made parties to the action, suit, investigation or proceeding;
- (c) By independent legal counsel in a written opinion. The Corporation must select counsel to prepare the opinion in 1 of the following ways:
 - (i) By the Board or a Committee of Directors in the manner described in sub-Section 2 (a) or (b).
 - (ii) If the Board is unable to obtain a quorum under sub-Section 2 (a) and the Board is unable to designate a committee under sub-Section 2 (b), by the Board.
- (d) By the members, except those that are parties or threatened to be made parties to the action, suit, investigation or proceeding;
- (e) All Directors may participate in designating a committee under sub-Section (2) (b) or in selecting independent legal counsel under sub-Section (2)(c)(ii);
- (f) If a person is entitled to indemnification under MCL 450.2562 or a portion of expenses, including reasonable attorneys' and other professional fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the corporation may indemnify the person for the portion of the expenses, including reasonable attorneys' and other professional fees, judgments, penalties, fines, or amounts paid in the settlement for which the person is entitled to be indemnified.

Section 3. Authorization of Payment of Indemnification. The corporation shall authorize payment of indemnification under this Article in any of the following ways:

- (a) By the Board in 1 of the following ways:
 - (i) If there are 2 or more Directors who are not parties or threatened to be made parties to the action, suit, investigation, or proceeding, by a majority vote of all Directors who are not parties or threatened to be made parties, a majority of whom shall constitute a quorum for this purpose.
 - (ii) By a majority of the members of a committee of 2 or more Directors who are not parties or threatened to be made parties to the action, suit, investigation, or proceedings.
 - (iii) If there are fewer than 2 Directors who are not parties or threatened to be made parties to the action, suit, or proceeding, by the vote necessary for action by the Board under MCL 450.2523. All Directors may participate in authorization under this subparagraph.
- (b) By the members, except those that are parties or threatened to be made parties to the action, suit, investigation, or proceeding may not vote on the authorization.

Section 4. Expenses.

- (a) Expenses of each person indemnified hereunder incurred in defending civil, criminal, administrative, or investigative action, suit, investigation, or proceeding including all appeals, or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit, investigation, or proceeding as authorized by the Board of Directors, notwithstanding whether a disinterested quorum exists, upon receipt of an undertaking by or on behalf of the Director, Officer, or volunteer to repay such amount unless it will be determined that such person is not entitled to be indemnified by the Corporation. The undertaking will be an unlimited general obligation of the person on whose behalf advances are made, but need not be secured.
- (b) All such assumption of liability, indemnity and payment of all expenses for any person shall be to the extent authorized in MCL 450.2564a, 450.2564b and 450.2564c unless such person:
 - (i) received a benefit to which they were not entitled;
 - (ii) intentionally inflicted harm on the corporation or its members;
 - (iii) violated MCL 450.2551; or

- (iv) intentionally committed a criminal act.

Section 5. Advance Payment of Expenses.

- (a) The assumption of liability under Article VII or the indemnification or advancement of expenses provided by this Article VIII will not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses might be entitled as a matter of law or under the Amended and Restated Articles of Incorporation, the Condominium Master Deed, Condominium Bylaws, or any contractual agreement.
- (b) The total amount of expenses for indemnification from all sources combined will not exceed the amount of actual reasonable and necessary expenses incurred by the person seeking indemnification or advancement of expenses.
- (c) The indemnification provided for in this Article will continue as to any person who has ceased to be a Director, Officer, or volunteer and will inure to the benefit of heirs, executors, and administrators but not assigns of such a person.
- (d) All persons/entities for whom liability was assumed or expenses, costs, attorneys' or other professional fees were advanced for purposes of assumption of liability pursuant to Article VII or paid for purposes of indemnification pursuant to Article VIII, shall furnish the corporation a written agreement, executed personally or on the person's behalf, to repay any and all advances or expenses or fees if it is ultimately determined that the person did not meet the standard of conduct required under the Condominium Documents.

Section 6. Directors and Officers Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is, or was, a Director, Officer, or volunteer of the Corporation, or is, or was, serving at the request of the Corporation as an unpaid, volunteer Director, Officer, or volunteer of another corporation whether nonprofit or for profit, partnership, joint venture, trust, or other enterprise against any liability asserted against said person and incurred by said person in any such capacity or arising out of their status as such, regardless of whether the Corporation would have the power to indemnify them against such liability under the provisions of this Article or the Michigan Nonprofit Corporation Act, Act 162 of 1982, MCL 450.2101, et al., as amended.

ARTICLE IX

FAIR HOUSING LAWS

Section 1. General. The National Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended) and the Michigan Elliott-Larsen Civil Rights Act (Public Act 453 of 1976) generally prohibit certain types of discrimination in sale, rental, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

*AMENDED AND RESTATED ARTICLES OF INCORPORATION
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Section 2. Administrative Responsibility. The Association shall be responsible for administering the Condominium in full compliance with the National Fair Housing Act, the Michigan Elliott-Larsen Civil Rights Act, and any other applicable federal, state, and local fair housing laws, as well as any and all regulations and administrative rules issued pursuant thereto.

ARTICLE X

AMENDMENTS TO ARTICLES OF INCORPORATION

These Amended and Restated Articles of Incorporation may be amended by the affirmative vote of a majority of the Members of the Corporation qualified, eligible and entitled to vote.

ARTICLE XI

ENFORCEABILITY

The invalidity or unenforceability of any provision of these Articles will not affect the validity or enforceability of the remaining provisions of these Amended and Restated Articles of Incorporation.

ARTICLE XII

ACTION WITHOUT MEETING

Subject to any specific provisions of these Articles or the Condominium Master Deed and Bylaws that provide otherwise, any action that may be taken at an Association meeting, other than the election or removal of Directors, may be taken without a meeting by written vote or ballot of the members.

Written votes or ballots shall be solicited in the same manner as provided in the Association's Condominium Bylaws for the giving of notice of Association meetings. Such solicitations shall specify:

- (1) the proposed action;
- (2) that the member can vote for or against any such proposed action;
- (3) the percentage of approvals necessary to approve the action; and
- (4) the time by which written votes must be received to be counted.

Approval by written vote or ballot shall be constituted by receipt, within the time specified in the written vote or ballot, of a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

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ARTICLE XIII

REMOVAL OF DIRECTORS

Subject to the provisions and procedures set forth in the Condominium Bylaws regarding the removal of Director by a vote of the Co-owners, at any special meeting of the Association duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote of those Co-owners who represent more than 50% of all of the Units in the Condominium (not just 50% of those Units who are present at the meeting, or who might be entitled to vote at the meeting), and a successor may then and there be elected to fill any vacancy created.

The quorum required to elect any successor of a removed Director shall be the normal quorum requirement set forth in the Bylaws. Any Director whose removal had been proposed shall be given an opportunity to be heard at the meeting. A vote to remove a Director must be held at a special membership meeting and cannot be held solely by written ballot or consent without a meeting.

These Amended and Restated Articles of Incorporation were adopted on September 30, 2020 in accordance with the provisions of Section 641 of the Michigan Nonprofit Corporation Act, MCL 450.261.

These Amended and Restated Articles of Incorporation and were duly adopted by the vote of the members.

The necessary votes were cast in favor of the Amended and Restated Articles of Incorporation.

CROSS POINTE CONDOMINIUM CO-OWNERS ASSOCIATION, a Michigan nonprofit corporation,

By: 

Leonard Laporte

Its: President

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
CROSS POINTE CONDOMINIUM CO-OWNERS ASSOCIATION**

CROSS POINTE

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Jay De Boyer Register Of Deeds

St Clair County, Michigan

Rec \$26 00

Remon \$4.00

Tax Crt \$0.00

Recorded

March 16, 2021 03:24:14 PM

Liber 5335 Page 363-452
Receipt # 101178 AMENDR2021007623



Seal



Liber 5335 Page 363

**AMENDED AND RESTATED
CONSOLIDATING AND RESTATED MASTER DEED
CROSS POINTE CONDOMINIUM**

This Amended and Restated Consolidating and Restated Master Deed ("Master Deed") of Cross Pointe Condominium is made and executed on this 3rd day of March, 2021, by Cross Pointe Condominium Co-owners Association, a Michigan nonprofit corporation, (the "Association") whose address is c/o 333 Fort Street, Port Huron, MI 48060.

WHEREAS, the Condominium's Developer, SEMCO Energy Ventures, Inc., a Michigan corporation, successor by merger recorded in Liber 3102, Page 649, St. Clair County Records, to Southeastern Development Company, Inc., a Michigan corporation, established the real property described in Article II below, together with the improvements located thereon and the appurtenances thereto, as a residential Condominium Project under the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) by the recording of a Master Deed, Condominium Bylaws (attached thereto as Exhibit "A") and Condominium Subdivision Plan (attached thereto as Exhibit "B") on December 17, 1987, in Liber 1196, Pages 367-420, St. Clair County Records, as amended by the First Amendment to Master Deed recorded on September 14, 1988 in Liber 1207, Pages 173 through 201, St. Clair County Records, as amended by the Second Amendment to Master Deed recorded on February 20, 1991, in Liber 1247, Pages 958 through 959, St. Clair County Records, as amended by the Third Amendment to Master Deed recorded on July 15, 1993, in Liber 1285, Page 791-792, St. Clair County Records, as amended by the Fourth Amendment to Master Deed recorded on December 16, 1993, in Liber 1313, Pages 543 through 563, St. Clair County Records, as amended, replaced and superseded by the Consolidating and Restated Master Deed Cross Pointe Condominium (the "Consolidating Master Deed") and the Restated Condominium Bylaws recorded on December 14, 2018, in Liber

**AMENDED AND RESTATED
CONSOLIDATING AND RESTATED
MASTER DEED – CROSS POINTE CONDOMINIUM**

5016 Page 737, St. Clair County Records and designated as St. Clair County Condominium Subdivision Plan No. 59;

WHEREAS, the Association desires to amend its governing documents by the recording of this Master Deed, together with the Amended and Restated Condominium Bylaws, attached hereto as Exhibit "A," which are hereby incorporated by reference;

WHEREAS, this Master Deed and the Amended and Restated Condominium Bylaws attached hereto shall completely supersede and replace the Master Deed and Condominium Bylaws that were attached as Exhibit "A" thereto recorded on December 17, 1987, in Liber 1196, Pages 367-420, St. Clair County Records, as subsequently amended and then ultimately superseded and replaced by the Consolidating Master Deed and the Restated Condominium Bylaws recorded on December 14, 2018, in Liber 5016, Pages 737-777 (except for the Exhibit "B" Condominium Subdivision Plan that was attached to the Master Deed and amended by the subsequent amendments to said Master Deed and the Consolidating Master Deed, which Exhibit "B" drawings, as amended, are hereby incorporated by reference and shall remain in full force and effect);

WHEREAS, in accordance with the Consolidating Master Deed and the Exhibit "B" drawings attached thereto, the Boatwell Units BW 38-53, which were shown as "need not be built" Units in the prior Subdivision Plan, were never built by Developer and the area previously designated as Boatwell Units 38-53 became part of the Condominium's General Common Elements. The conversion to become a General Common Element occurred as a matter of law because the Boatwell Units had remained undeveloped for more than 10 years, pursuant to the provision of the Condominium Act at MCL 559.167 (3) in effect prior to September 21, 2016; and

WHEREAS, this Master Deed and the Amended and Restated Condominium Bylaws were duly adopted and approved by 66 and 2/3% of the membership on September 30, 2020, and by 66 and 2/3% of the first mortgagees on February 15, 2021, in accordance with the requirements of MCL 559.190 and MCL 559.190a of the Michigan Condominium Act;

NOW, THEREFORE, upon the recording of this Master Deed, the Association does reaffirm the establishment of Cross Pointe Condominium as a Condominium Project under the Act, and does declare that Cross Pointe Condominium (hereinafter referred to as the "Condominium," the "Project," "Cross Pointe," or the "Condominium Project") shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibit "A" hereto, and the Exhibit "B" drawings that were attached to the Master Deed recorded on December 17, 1987, in Liber 1196, Pages 367-420, St. Clair County Records, as amended, which are hereby incorporated by reference into this Master Deed, all of which shall be deemed to bind and run with the land and shall continue to be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees,

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MASTER DEED – CROSS POINTE CONDOMINIUM*

successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Cross Pointe Condominium, St. Clair County Condominium Subdivision Plan No. 59. The architectural plans for the project were approved by the City of Port Huron, State of Michigan.

The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit therein are set forth completely in the Condominium Subdivision Plan, attached as Exhibit "B" to the Master Deed recorded on December 17, 1987, in Liber 1196, Pages 367-420, St. Clair County Records, as they have been amended from time to time, which Subdivision Plan as amended is hereby incorporated by reference.

The Project contains individual Units for residential purposes and individual Units for watercraft mooring purposes. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to their Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

A parcel of land in the City of Port Huron, St. Clair County, Michigan, described as: Part of Lot 1, Lots 2 through 9 inclusive; Lot 10 except the East 10 feet thereof; Lots 11 through 18 Inclusive; and the Southerly 150 feet of Lot 19, all in Block 95, Whites Plat (Liber B, page 15); also Lots 1 through 29 inclusive, Assessor's Subdivision of a part of Blocks 100 & 106, Whites Plat (Liber 48, page 4); also Lots 4 and 5 and part of Lots 2 and 3, Block 3, and Lot 5 and part of Lot 4, Block 4, Lapeer Subdivision of Lot 5, Block 106 of Whites Plat, (Liber A, page 6); together with a portion of vacated Water Street Right of Way and a portion of the vacated Lapeer Court Right of Way, this entire parcel more particularly described as and encompassed by the following description: beginning at a point on the

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North line of Lapeer Avenue (100 feet wide), distant South 80 degrees 13 minutes East, 5.0 feet from the Southwest corner of Lot 15, said Assessor's Subdivision of a part of Blocks 100 and 106, Whites Plat (Liber 48, page 4); thence South 80 degrees 13 minutes East 866.35 feet (along said North line), to its intersection with the Southerly line of Water Street; thence extending South 80 degrees 13 minutes East 54.94 feet; thence North 54 degrees 47 minutes 00 seconds East 44.28 feet to a point on the Northerly line of the Seventh Street Right of Way; thence along said Right of Way the following courses and distances: North 36 degrees 34 minutes 38 seconds East 22.69 feet; and North 20 degrees 30 minutes 14 seconds East 59.99 feet to the Westerly dock line of Black River as established in 1893 by the Department of War; thence along said dock line the following courses and distances: North 58 degrees 59 minutes 22 seconds West 118.59 feet; North 53 degrees 44 minutes 46 seconds West 200.00 feet; and North 38 degrees 27 minutes 39 seconds West 129.72 feet to its point of intersection of the Easterly line of Lot 10, Block 95 Whites Plat (Liber B, page 15) extended; thence South 36 degrees 01 minutes 38 seconds West 114.69 feet along said Easterly lot line to the Southeast corner of said Lot 10; thence North 53 degrees 58 minutes 22 seconds West 10.00 feet along the North Right of Way of Water Street; thence North 36 degrees 01 minutes 38 seconds East 117.47 feet to the aforesaid 1893 dock line; thence along said dock line to following courses and distances: North 38 degrees 27 minutes 39 seconds West 316.87 feet and North 34 degrees 29 minutes 54 seconds West 252.21 feet along said dock line to a point which intersects a line 150 feet North of at right angles to and parallel with the South line of Lot 19, Block 95, Whites Plat (Liber B, page 15); thence South 47 degrees 55 minutes 01 seconds West 172.78 feet along said line To the Easterly line of the Water Street Right of Way (66 feet wide); thence extending South 47 degrees 55 minutes 01 seconds West 66.0 feet to the Westerly line of Water Street Right of Way (66 feet wide); thence continuing South 47 degrees 55 minutes 01 seconds West 135.0 feet; thence South 42 degrees 04 minutes 59 seconds East 80.58 feet; thence South 9 degrees 47 minutes West 383.71 feet to the Point of Beginning of this description. Contains 9.2268 acres more or less and its subject to any and all easements or restrictions of record.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibit "A" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of the Cross Pointe Condominium Co-owners Association, a Michigan non-profit corporation, and in deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Cross Pointe Condominium, as a condominium.

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Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Cross Pointe Condominium Co-owners Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. A Co-owner shall be a member of the Association even if they only own a Boatwell Unit and do not own any Residential Unit in the Condominium.

Any action required of or permitted to the Association shall be exercisable exclusively by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. Ballot. "Ballot" means an instrument in writing or electronic form that is designed to record the vote or votes of members under Section 408 (MCL 450.2408) or Section 409 (MCL 450.2409) of the Michigan Nonprofit Corporation Act or at a meeting of the members.

Section 4. Board of Directors. The "Board of Directors" or "Board" means the Board of Directors of Cross Pointe Condominium Co-owners Association.

Section 5. Condominium Bylaws. "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 Section 3(8) of the Act to be recorded as part of the Master Deed. The attached Amended and Restated Condominium Bylaws shall replace and supersede all previous versions of the Condominium Bylaws and any and all amendments made thereto, including the original Condominium Bylaws that were attached as "Exhibit A" to the Master Deed recorded on December 17, 1987, in Liber 1196, Pages 367-420, St. Clair County Records. These Condominium Bylaws shall also constitute the corporate Bylaws of the Association as provided for under the Michigan Non-Profit Corporation Act.

Section 6. Common Elements. "Common Elements," where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

Section 7. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B," the Amended and Restated Articles of Incorporation, and Rules and Regulations, if any, of the Association, as the same may be amended from time to time.

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Section 8. Condominium Premises. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Cross Pointe Condominium as described above.

Section 9. Condominium Project, Condominium, Cross Pointe, or Project. "Condominium," "Condominium Project," "Cross Pointe," or "Project") means Cross Pointe as a Condominium Project established in conformity with the provisions of the Act.

Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means the Exhibit "B" drawings recorded on December 17, 1987, in Liber 1196, Pages 367-420, St. Clair County Records, including all subsequent amendments made to the Exhibit "B" drawings since the recording of the original Master Deed for the Project.

Section 11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Residential Unit or Boatwell Unit in the Condominium Project. A Co-owner may not own more than one Residential Unit or more than one Boatwell Unit in the Condominium.

The term "Owner," wherever used, shall be synonymous with the term "Co-owner." Both Land Contract vendees and vendors shall be considered Co-owners, and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Act.

Section 12. Default, Co-owner Fault. "Default" or "Co-owner Fault" means any action or any refusal or failure to act (including, without limitation, intentional acts, negligence, gross negligence, misuse, omissions, neglect, misfeasance, or malfeasance) which renders a Co-owner, tenant or non-Co-owner occupant in default of, or in noncompliance with, or in breach of, the Condominium Documents, or any legal duty otherwise owed by the person to the Association or to other Co-owners or third parties.

Section 13. Developer. "Developer" shall mean SEMCO Energy Ventures, Inc., a Michigan corporation, successor by merger recorded in Liber 3102, Page 649, St. Clair County Records, to Southeastern Development Company, Inc., a Michigan corporation.

Section 14. Electronic Transmission or Electronically Transmitted. "Electronic Transmission" or "electronically transmitted" means any form of communication that meets all of the following:

- (a) It does not directly involve the physical transmission of paper.
- (b) It creates a record that may be retained and retrieved by the recipient.
- (c) It may be directly reproduced in paper form by the recipient through

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an automated process.

Section 15. Finger Pier. "Finger Pier" means a dock anchored to the river bottom and which is attached perpendicularly to the main Pier.

Section 16. General Common Elements. "General Common Elements" means the Common Elements other than the Limited Common Elements.

Section 17. Good Standing. A Co-owner in "Good Standing" means a Unit owner whose assessment and all other payment or performance obligations to the Association as determined by the Board of Directors are not in arrears and who is not otherwise in default of the Condominium Documents. A Co-owner must be in "Good Standing" in order to be entitled to vote under the Act and the Condominium Documents.

Section 18. Limited Common Elements. "Limited Common Elements" means a portion of the Common Elements reserved for the exclusive use of less than all of the Co-owners and, usually, for the use of the Co-owner whose unit is adjacent to said Limited Common Elements.

Section 19. Main Pier. The seawall to which the Finger Piers are attached.

Section 20. Mooring Post, Spring Pile. "Mooring Post" or "Spring Pile" means a separate post limited in use to the Units adjacent to said post used to secure Watercraft.

Section 21. Mortgagee. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium, or Condominium Unit.

Section 22. Non-Co-owner Occupant. "Non-Co-owner Occupant" means any person who resides or occupies a Residential Unit for any period of time and who is not an Owner of the Unit in which they reside or occupy.

If a Residential Unit is owned by a legal entity and not by a person, then a shareholder, director, partner, trustee, or member (as applicable) of the entity that owns the Unit shall not be considered a "Non-Co-owner Occupant" if they occupy or reside in the Unit owned by the entity.

Section 23. Percentage of Value. "Percentage of Value" means the percentage assigned to each Condominium Unit as reflected in Article V of the Amended and Restated Master Deed.

Section 24. Pier. "Pier" where used without modification shall refer collectively to the Main Piers and Finger Piers as described herein.

Section 25. Proper Purpose. "Proper Purpose" means a purpose that is reasonably related to a person's interest as a member of the Condominium, and shall have such further

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meaning as is provided by the Nonprofit Corporation Act and the common law, as applicable.

Section 26. Record. "Record" means to record as provided by Michigan law relating to the recording of deeds or other evidences of title or any interest in a Unit or the Condominium subject to applicable provisions of the Condominium Act.

Section 27. Resident Owner. The term "Resident Owner" means a Co-owner who maintains a Residential Unit within the Condominium as their primary residence.

Section 28. Right to Inspect. "Right to Inspect" includes the right to copy and make extracts from the records of a corporation and, if reasonable, the right to require the corporation to supply copies made by photographic, xerographic, or other means as permitted by Statute or as provided for in the Condominium Documents. To cover the costs of labor and material, the Corporation may require a member to pay a reasonable charge for copies of the documents provided to the member.

Section 29. Unit, Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete Condominium Unit in Cross Pointe Condominium as such space may be described in Exhibit "B" to the Master Deed, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

This Project consists of Residential Units and Boatwell Units. A "Residential Unit" includes Units designated RA-1 through RH-40 as shown on the Condominium Subdivision Plan, as amended. A "Boatwell Unit" includes Units BW-1 through BW-37 as shown on the Condominium Subdivision Plan, as amended.

The term "Unit" shall mean both Residential Units and Boatwell Units unless otherwise specified.

Section 30. Volunteer. "Volunteer" means an individual who performs services for a corporation, other than services as a volunteer director, who does not receive compensation or any other type of consideration for the services other than reimbursement for expenses actually incurred.

Section 31. Watercraft. "Watercraft" shall mean recreational boats and wave-runners only. Commercial boats or fishing charters of any kind are prohibited at the Condominium and may not be used or kept at the Boatwell Units.

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

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ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project shown on the Condominium Subdivision Plan, Exhibit "B," and the respective responsibilities of the Association and Co-owner for the maintenance, decorations, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) **Land.** The land described in Article II and designated on Exhibit "B," as amended, as General Common Elements, including any easement interests of the Condominium in the land provided to it, and also including all driveways, parking areas, crawl spaces, sidewalks, main dock walkways, trees, shrubs, and other plantings, and any other areas of land not otherwise identified as Units or as Limited Common Elements in the Condominium Documents.

(b) **Electrical.** The electrical wiring network throughout the Project, including that portion which it contained within Unit walls, up to the point of connection with, but not including, the electric meter for each Unit, any meters, plugs, fixtures, or outlets within a Unit, or the service pedestal to a Unit.

(c) **Exterior Lighting.** Any lights designed to provide illumination for the Condominium Premises as a whole, including all street and dock lighting, any and all lighting fixtures located on the Common Elements of the Project, and all meters for such lighting.

(d) **Gas.** The gas line network throughout the Project, including that portion which is contained within Unit walls, up to, but not including, the gas meter for each Unit.

(e) **Telephone.** The telephone and television wiring networks throughout the Project, including that portion which is contained within Unit walls, up to the point of entry to each Unit.

(f) **Plumbing.** The plumbing network throughout the project, including that portion which is contained within Unit walls, up to the point of entry to any Unit.

(g) **Water.** The water distribution system throughout the Project, including that portion which is contained within Unit walls, up to the point of entry into any Unit.

(h) **Sanitary Sewer.** The sanitary sewer system throughout the Project.

(i) **Storm Sewer.** The storm sewer system throughout the Project.

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(j) **Construction.** The foundations, supporting columns, Unit perimeter walls and other walls as shown on Exhibit "B" (including doors and chimneys therein), roofs, ceilings and floors of the Project, but excluding the windows, which shall be Limited Common Elements.

(k) **Telecommunications and Cable Television Wiring.** The telecommunications and cable television transmission systems, if any, throughout the Project, including that contained within Unit walls, up to the point of entry to each Unit.

(l) **Parking Spaces.** All parking spaces which are not identified in the Condominium Subdivision Plan as Limited Common Elements.

(m) **Seawalls.** The seawalls, riprap and sheeting pilings throughout the Project.

(n) **Other.** All 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 are necessary to the existence, upkeep, repair and safety of the Project.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit which those Limited Common Elements serve.

The Limited Common Elements of the Project are:

(a) **Decks, Patios, Porches and Balconies.** Each individual porch, patio, balcony or deck in the Project is limited in use to the Co-owner of the Unit which opens into such porch, patio, balcony or deck as shown on Exhibit "B".

(b) **Furnaces, Air Conditioners, Water Heaters, and Fireplaces.** Each furnace, air conditioner and water heater or fireplace combustion chamber is limited in use to the Unit which it services.

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

(d) **Finger Piers, Mooring Posts, and Service Pedestals.** Each of the Finger Piers, Mooring Posts, and electrical service pedestals in the Project shall be restricted in use to the Co-owner of the Boatwell Unit which is adjacent to and serviced by said Finger Pier, Mooring Post, and pedestal as shown on Exhibit "B".

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(e) **Boat Lifts.** Any boat lift installed in a Boatwell Unit by its Owner.

(f) **Other Elements.** All other elements, if any, designated on the Condominium Subdivision Plan as Limited Common Elements.

Section 3. Co-owner Responsibilities. Each Co-owner shall be responsible for the duty and cost of decorating, maintaining, repairing and replacing the following items (regardless of whether or not some items or portions thereof might be designated as part of the General Common Elements, Limited Common Elements, or non-Common Elements):

(a) **Air Conditioners, Furnaces, Water Heaters and Gas Fireplaces.** The duty and cost of maintenance, repair and replacement of each air-conditioning unit (including all related equipment and the concrete pad upon which the unit sits), furnace, water heater and gas fireplace shall be borne by the Owner of the Residential Unit serviced by such items. No natural fireplaces are permitted in Residential Units.

(b) **Windows; Screens.** The duty and cost of maintenance, repair and replacement of window screens only shall be borne by the Owner of the Residential Unit in which such windows are located. The Association shall maintain, repair and replace all window frames and glass.

(c) **Drywall.** The duty and cost of decoration, maintenance, repair and replacement of all perimeter wall drywall within a Residential Unit shall be borne by the Co-owner of the Unit in which the drywall is located.

(d) **Appliances.** All other appliances and equipment within the Residential Unit and supporting hardware not specifically mentioned elsewhere in this Master Deed, including, but not limited to: microwaves, smoke detectors, carbon monoxide alarms, fire extinguishers, humidifiers, air cleaners, garbage disposals, dishwashers, ranges, ovens, vent fans and related duct work, bathroom exhaust fans and related duct work, clothes washers, clothes dryers, appliance vent covers, vent filters, dryer vents and all related duct work, dryer vent covers, sump pumps, water softeners, water filters, if any.

The Board may adopt reasonable rules and regulations regarding the acceptable characteristics (e.g., color, materials, style, etc.) of all exterior vent covers.

(e) **Sliding Door Screens, Storm Doors and Screens.** The duty and costs of maintenance, repair and replacement of all sliding door screens and all storm doors, including their closers, screens, and all related locks and hardware, shall be borne by the Co-owner of the Residential Unit served by such Limited Common Elements.

The style and color of each sliding door screen, storm door and storm door screen described herein shall be subject to the prior written approval of the Board of Directors of

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the Association, pursuant to the provisions of Article VI, Section 3 of the Condominium Bylaws (Exhibit "A" hereto).

The Co-owner shall be responsible for the interior painting of their Residential Unit front entry door, and for all interior doors and related hardware within their individual Unit.

The Board of Directors may adopt rules, regulations and policies governing the standards applicable to Co-owner's sliding door screens, storm doors, storm door screens, and their maintenance, repair and replacement. Such standards may include (but may not be limited to) the acceptable styles, colors and materials that may be used for Co-owner repair and replacement of said items.

(f) **Electrical Fixtures.** All electrical fixtures and appliances within the individual Residential Unit, including, but not limited to wires, outlets, switches, fuse boxes, circuit breakers and fixtures, from and including the breaker box servicing the Unit, all doorbell components (inside and out of Unit), and antenna outlets.

The Association is responsible for maintaining, repairing and replacing all light fixtures on the exteriors of the buildings, but the Co-owners are responsible for replacing the bulbs that are within any exterior light fixtures serving their Units or their Limited Common Elements.

(g) **Plumbing.** All plumbing fixtures, including commodes, tubs, Jacuzzi tubs and motors, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, water shut-off valves, rings, seals and washers, and all traps and connecting drain pipes within the Residential Unit.

(h) **Kitchen and Bathrooms.** All interior non-Common Element fixtures, equipment and trim located within any kitchen or bathroom, including, but not limited to, any and all kitchen and bathroom cabinets, counters, sinks, mirrors, interior trim, closet doors, laundry tubs, tile and wood (either floor or wall) and all related hardware.

(i) **Improvements, Decorations and Trim.** All improvements and decorations located anywhere in their Residential Unit's interior, including, but not limited to: paint, wallpaper, window treatments, paneling, carpeting, linoleum, tile, finished floors and other floor coverings and trim.

(j) **Attic Insulation.** All attic insulation.

(k) **Garage Floors.** All garage floor slabs, including restoration of same after Association repair of any roof, wall, siding, foundation or floor cracks and/or leaks.

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(l) **Garage Doors, Openers and Garage Interiors.** The costs and duty of maintenance, repair and replacement of each garage door shall be borne by the Association. The Co-owner shall be responsible only for maintaining, repairing and replacing the coils, springs and electric garage door openers which serve their garage.

The costs of decoration, maintenance, repair and replacement of the interior surfaces (including drywall) of a Co-owner's garage walls, floors and ceilings shall be borne by the Co-owner of the Unit which the garage services.

The Co-owner shall be responsible for repairing, maintaining and replacing their garage slabs and steps.

(m) **Interior Walls.** All interior wall drywall, framing and construction within a Co-owner's Residential Unit.

(n) **Fire Safety.** Co-owners shall maintain a properly functioning fire extinguisher in their Residential Unit at all times. Co-owners are responsible for testing all smoke detectors within their Unit on a regular basis and for replacing all batteries in the smoke detectors.

(o) **Snow Removal.** All snow and ice removal from the Co-owner's deck, balcony, and patio.

(p) **Ducts, Electrical Wiring, Water Lines, Drain Lines, Gas Lines, Telephone, Telecommunication and Cable Television Wiring.** All cooling and heating duct work, water lines, drain lines, electrical wiring, gas lines, telephone wiring, telecommunication wiring and cable television wiring which are located within the interior of a Residential Unit and which serve only the Unit in which they are located.

Where any of the foregoing serves more than one Unit, the Association shall have the responsibility to maintain, repair and replace the item regardless of whether it is located within or runs through any single Unit.

(q) **Plant and Flower Beds.** All plants and flowers including bushes, shrubbery, trees, annuals, perennials, etc., planted by the Co-owner in the existing beds adjacent to the Co-owner's garage and sidewalk shall be the responsibility of the Co-owner. Co-owners may plant bushes, plantings, flowers and annuals in the areas adjacent to their garage and sidewalk without Board approval, but the Co-owner shall be responsible for maintaining all such items. Any landscaping performed by the Co-owners in such beds must be kept free of weeds and shall be planted and maintained by the Co-owner in accordance with such further rules and regulations as might be adopted by the Board. Any mulch installed by Co-owners in these beds shall be in compliance with the Association's rules and regulations regarding such landscaping as might be adopted by the Board.

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(r) **Boat Lift.** A Co-owner owning a Boatwell Unit that can accommodate a boat of 38 to 40 feet in length may install a low-profile boat lift in their Boatwell Unit, provided that the designs, specifications, engineering and installation of the lift have been approved in writing by the Board of Directors in accordance with the Bylaws.

The Co-owner of the Boatwell Unit shall be solely responsible for the duty and cost of installation, maintenance, repair and replacement of their boat lift. In the event that any Co-owner fails to properly maintain or repair their lift, the Association may, in the Board's sole discretion, maintain or repair the lift and may assess any and all costs and expenses incurred to the Owner of the Boatwell Unit in which the lift is located. The Association may also assess the owner of the Boatwell Unit (and the Owner of the Unit shall be liable to the Association for) any and all damages, costs, attorney's fees and/or expenses that the Association may incur which arise out of or relate to the Owner's boatlift.

(s) **Other.** All other items not specifically enumerated above which may be located within the individual Co-owner's Residential Unit.

Section 4. Co-owner Additions, Modifications. Co-owner improvements, additions, or modifications (including, but not limited to, finished garages and basements), even though approved by the Association or installed upon purchase, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner.

Should the Association require access to any elements of the Project which require the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.

The Association shall have no obligation to refinish, repair, replace, or restore any such improvements or betterments, even in cases of damage caused by or from any Common Elements for which the Association is responsible for maintaining, repairing, or replacing under the Condominium Documents. In such cases, the Association's sole responsibility will be to correct the root problem that is its responsibility under the provisions of the Condominium Documents. The Co-owner shall be responsible for uncovering the element needing repair to allow the Association access, and shall provide such access and all restoration at the Co-owner's sole expense.

Section 5. Co-owner Responsibility for Repairs and for Damages when Association's Insurance Policy Excludes Coverage; Association's Right to Assess Deductible to the Responsible Co-owner; Association's Repair Duties when Deductible Exceeds Amount of Loss. Under the Bylaws, the Association has a duty to carry property insurance coverage for all Common Elements of the Condominium as well as for all interior walls, the pipes, wires and conduits contained in said walls, as well as for all interior fixtures, equipment, and trim which came furnished with the Residential Unit as standard items.

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(a) **Exclusions.** To the extent that the Association's property insurance coverage would otherwise apply to any loss but coverage is denied as a result of the application of an exclusion contained in the Association's policy (such as, by way of illustration and not limitation, an exclusion for mold or the owner's failure to provide heat to the Unit), in such cases the Association shall only be responsible for the duty of repairing the Common Elements as set forth in Article IV of this Master Deed. The Co-owner of the Residential Unit that was damaged in such case shall have the duty to repair any and all damaged Limited Common Element and non-Common Element items in accordance with Article IV, Section 3 above regarding such duties. The Association may assess any costs, damages, or expenses incurred in repairing the Common Elements in such cases to the Owner of the Residential Unit from which cause of the loss or damage originated, regardless of whether that Owner's negligence, actions or inactions caused the loss.

(b) **Deductibles.** In those instances where sufficient insurance proceeds are unavailable for the complete repair of any damage to Common Elements or Non-Common Elements as a result of the application of a deductible under the Association's insurance policy, the Association may assess the deductible amount to the Co-owner in accordance with the relevant provisions of Article IV of the Condominium Bylaws. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Condominium Bylaws.

(c) **Total Loss Less than Deductible.** In those instances where insurance proceeds are completely unavailable for the repair of any damage to Common Elements or Non-Common Elements as a result of the total amount of the loss being less than the deductible under the Association's insurance policy, the Association shall have the right and duty to repair or replace the damaged Common Elements and Non-Common Elements but may assess all costs and expenses incurred to the responsible Co-owner in the same manner as it may assess a deductible to a Co-owner under Article IV of the Condominium Bylaws.

Section 6. Repair to Association Specifications. All maintenance, repair, and replacement obligations of the Co-owners as described above and as provided in the Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, timing, material and appearance. In the event of failure by a Co-owner to follow such specifications and approval requirements, the Co-owner shall be assessed for, and shall be responsible for, all costs of correction and for bringing the altered element into conformity with these requirements, including, but not limited to, possible complete removal and replacement.

Any and all such maintenance, repair, and replacement performed or arranged by the Co-owner must satisfy all applicable City codes and ordinances. The Co-owner is responsible for obtaining any permits or approvals that might be required by the City for any such work. Upon request, the Co-owner shall provide copies of any and all permits and/or approvals obtained from the City to the Board of Directors.

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Section 7. Association Responsibilities. Except as otherwise specifically provided elsewhere in this Master Deed or in the Condominium Bylaws, the Association shall be responsible for the cost and duty of maintenance, decoration, repair and replacement of all General Common Elements.

The Association's duties hereunder shall include, but are not limited to, dredging the Boatwells to a dredged depth of 573.30 feet according to the U.S.L.S. The costs of such dredging shall be an administrative expense of the Association but shall be part of the Boatwell Unit budget only and not part of the Residential Unit budget.

In addition, the Association shall also be responsible for the costs and duties of maintaining, decorating, repairing and replacing all Limited Common Elements other than those specifically assigned to the Co-owner under Article IV, Section 3 of this Master Deed or the Condominium Bylaws.

Upon receiving notice from a Co-owner about an item that the Association has a duty to maintain, repair or replace under the Condominium Documents, the Association shall complete all of the maintenance, repair or replacements requested by the Co-owner within a reasonable time. The Board of Directors shall have sole discretion to decide the manner in which such items shall be addressed, in its own best business judgment, and in accordance with its powers and duties regarding such matters under the Condominium Documents and applicable law. A Co-owner shall not hinder, obstruct or interfere in any way with an Association's vendor or contractor who is performing or attempting to perform maintenance, repair or replacement services on the Common Elements or within any Unit when such services have been duly authorized by the Board or by the Association's managing agent, as applicable.

Co-owners shall promptly report any and all maintenance, repair and replacement issues, problems and concerns that may occur within their Unit or Limited Common Elements to the Association (or to its managing agent, as applicable) to the extent that the Association may be responsible for addressing the maintenance, repair or replacement under the Condominium Documents or if such items might be covered by the Association's insurance policies, or if a reasonable person might have cause to believe that such items might cause damage to other Units or adjacent Common Elements if left unaddressed.

The Association shall not be obligated to reimburse any Co-owner for repairs that the Co-owner makes or contracts for without first obtaining the express written approval of the Board of Directors for the contracts and/or repairs. The Association shall only be responsible for payments to contractors for work that has been expressly authorized in writing by the Board of Directors or by the Association's managing agent.

Section 8. Unusual Expenses. Any other unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, shall be

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specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act.

Section 9. Use of Units and Common Elements. No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

Section 10. Utility Expenses. The Project is served with public water and sewer and all charges for same shall be invoiced to and paid by the Association as an expense of administration, together with all utility charges pertaining to the Common Elements.

The Association shall have the right to reasonably surcharge any Residential or Boatwell Unit, or group of any Units, for water and sewer usage above and beyond that used on average in the Condominium by other comparable Units or groups of Units. The Association may only surcharge a Residential or Boatwell Unit or Units under this provision if, after investigation of the interiors of the affected Units, the Board reasonably concludes that the excessive water or sewage usage more likely than not resulted from the failure of a Co-owner to comply with their obligations to maintain, repair, or replace their Unit, its Limited Common Elements or any non-Common Element items within the Unit which the Co-owner had a duty to maintain, repair or replace under the Condominium Documents.

All charges and expenses for gas and electricity shall be individually metered to each Residential Unit and shall be payable as the sole obligation of the Co-owner of each Residential Unit.

All charges and expenses for electricity service to the Boatwell Units shall be individual metered to each such Unit and shall be payable as the sole obligation of the Co-owner of each Boatwell Unit.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Project is described in this paragraph with reference to Condominium Subdivision Plan of Cross Pointe Condominium as surveyed by T. R. Valentine & Associates.

This Project consists of forty (40) Residential Units and thirty-seven (37) Boatwell Units.

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Each Residential Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloors, all as shown on the floor plan and sections in Exhibit "B" hereto and delineated with heavy outlines.

Each Boatwell Unit shall include the air space immediately above the surface of the water and contained within the limits of ownership, as shown in Exhibit "B" attached hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth in Section 3 below. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds of administration.

The total value of the residential portion of the Project is 100 and the total value of the boatwell portion of the Project is 100.

The percentage of value shall be determinative of each Co-owner's share of the expenses of administration as it pertains to either the residential budget or the boatwell budget as more fully set forth in Article II of the Condominium Bylaws. Percentage of value shall also determine the value of each Co-owner's vote at meetings of the Association.

The percentage of value allocated to each Unit in Section 3 below, divided by 2, is also determinative of the undivided interest in the Common Elements which is attributable to each Unit.

The formula used to determine percentage of value assigned was to divide the number of square feet contained in each Unit by the total number of square feet in all Units.

Section 3. Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan;
- (b) The percentage of value assigned to each Unit.

**Residential
Unit Number**

	RB-8
	RB-9
RA-1	RA-10
RA-2	RB-11
RA-3	RB-12
RA-4	RB-13
RA-5	RB-14
RA-6	RC-15
RA-7	RC-16

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RC 17	RF 29
RC 18	RF 30
RC 19	RF 31
RD 20	RG 32
RD 21	RG 33
RD 22	RG 34
RD 23	RG 35
RD 24	RG 36
RE 25	RH 37
RE 26	RH 38
RE 27	RH 39
RE 28	RH 40

Percentage: The percentage of value for all Residential Units shall be equal.

**Boatwell
Unit
Number**

	BW-9	BW-19	BW-29
	BW-10	BW-20	BW-30
BW-1	BW-11	BW-21	BW-31
BW-2	BW-12	BW-22	BW-32
BW-3	BW-13	BW-23	BW-33
BW-4	BW-14	BW-24	BW-34
BW-5	BW-15	BW-25	BW-35
BW-6	BW-16	BW-26	BW-36
BW-7	BW-17	BW-27	BW-37
BW-8	BW-18	BW-28	

Percentage: The percentage of value for all Boatwell Units shall be equal.

ARTICLE VI

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of any Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, pier support, sheet piling or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such

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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, boatwells, buildings, improvements, walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, and communications (including telephone and cable television lines).

There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors, shall be empowered and may grant such easements, licenses, rights-of-entry and rights-of-way over, under, through and/or across the Condominium Premises for utility, roadway, construction, access or safety purposes, or such other lawful purposes as may be necessary, convenient or desirable for the benefit of the Condominium.

Section 3. Association's Easements for Maintenance, Repair, and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of inspection, maintenance, repair, decoration, replacement, or upkeep which they are required or permitted to perform under the Condominium Documents, by law, or to respond to any emergency or common need of the Condominium.

While it is intended that each Co-owner shall be solely and primarily responsible for the performance and costs of all maintenance, repair, replacement and decoration of their Unit and Limited Common Elements (as such duties are more specifically set forth in Article IV, Section 3 of this Master Deed), it is nevertheless a matter of concern that a Co-owner may fail to properly maintain their Residential Unit's interior, Boatwell Unit, and/or their Limited Common Elements in a proper manner and in accordance with the standards set forth in this Master Deed, the Condominium Bylaws, and any Rules and Regulations promulgated by the Association's Board of Directors. In the event a Co-owner fails to properly maintain, decorate, repair, replace or otherwise keep their Residential or Boatwell Unit or any Limited Common Elements, improvements or appurtenances located therein, the Association shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to take whatever action or actions it deems desirable and/or necessary to so maintain, decorate, repair and/or replace the Unit and its Limited Common Elements, all at the expense of the Co-owner of the Unit. These easements may include, without any implication of limitation, the right of the Association to obtain access to a Residential Unit during reasonable hours and upon reasonable notice to shut off water valves, sprinkler meters, sprinkler controls and valves, and other Common Elements located within any Unit or its Limited Common Elements.

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No Co-owner shall, in any way, restrict access to any of the common utilities, utility distribution systems, or any other Common Elements that must be accessible to service any Residential Unit or Boatwell Unit. Should access to any of these facilities be required, the Association may remove any coverings or attachments that restrict such access. The Association shall not be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provisions of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time.

All costs incurred by the Association in performing any responsibilities which are required, in the first instance, to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with their installment of the annual assessment next falling due; further, the lien for nonpayment of such costs shall attach to the Unit as in all cases of regular assessments. Such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including, without limitation, legal action and foreclosure of the lien securing payment and the imposition of fines as provided for in Article II of the Bylaws (Exhibit "A" hereto) and the Act.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to grant such easements, licenses and other rights of entry, use, and access and to enter into any contract, including agreements for wiring, right-of-way, access, and multi-unit agreements, and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein.

Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license, or right of entry, or do any other act or thing which will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 5. Existing Easements of Record; Reserved Easements. The Condominium is subject to all easements of record and as depicted in the Condominium Subdivision Plan, attached as Exhibit "B" to the Master Deed. The Association reserves all easements granted by the Act without restriction of any kind. The maintenance of all easements relating to the Common Elements shall be the responsibility and expense of the Association.

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Section 6. Termination of Easements. The Association reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No easement for a utility may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effectuated by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE VII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of 66-2/3% of the Co-owners entitled to vote except as hereinafter set forth:

Section 1. Co-Owner Approval – Residential and Boatwell Units. The Co-owners of the Residential Units shall not have any right to vote on any amendments to the Condominium Documents that do not materially affect the legal rights or obligations of the Co-owners of Residential Units. The Co-owners of the Boatwell Units shall not have any right to vote on any amendments to the Condominium Documents that do not materially affect the legal rights or obligations of the Co-owners of Boatwell Units.

Whenever a proposed amendment to the Condominium Documents would materially alter or affect only the rights or obligations of the Co-owners of Residential Units, such an amendment shall only require the approval of two-thirds (2/3) of the Co-owners of the Residential Units entitled to vote as of the record date for such vote.

Whenever a proposed amendment to the Condominium Documents would materially alter or affect only the rights or obligations of the Co-owners of Boatwell Units, such an amendment shall only require the approval of two-thirds (2/3) of the Co-owners of the Boatwell Units entitled to vote as of the record date for such vote.

Whenever a proposed amendment to the Condominium Documents would materially alter or affect the rights or obligations of both the Co-owners of Boatwell Units and the Co-owners of Residential Units, such an amendment shall require the approval of both two-thirds (2/3) of the Co-owners of the Boatwell Units entitled to vote as of the record date for such vote, as well as two-thirds (2/3) of the Co-owners of the Residential Units entitled to vote as of the record date for such vote.

The procedures for amending this Master Deed shall be the same as those set forth in Article XIV of the Condominium Bylaws regarding "Amendments."

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For purposes of this Article, a "material" amendment is an amendment to the Condominium Documents that in any way alters or changes a Co-owner's legal rights or obligations under the Condominium Documents, or which give the Documents a different legal effect in regard to Co-owners.

Section 2. Board's Power to Enact Non-Material Amendments for Specific Purposes. The Association may (acting through a majority of its Board of Directors and without the consent of any Co-owner or any other person) amend provisions of this Master Deed, the Condominium Bylaws attached as Exhibit "A," and the Condominium Subdivision Plan attached as Exhibit "B" for as long as the amendment does not materially affect any rights of the Co-owners in the Condominium or impair the security of any mortgage holder, but only if the amendments serve at least one of the following specific purposes:

(a) to correct survey errors or any other types of errors in the Condominium Documents;

(b) to maintain the Condominium Document in compliance with the Act;

(c) to facilitate conventional mortgage loan financing or refinancing for existing or prospective Co-owners; or

(d) to enable the purchase of such mortgage loans 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;

(e) to update the Condominium Documents so that they correctly reflect the "as built" status, configuration and/or appearance of the Condominium.

The Board of Directors shall notify the Co-owners by mail, electronic transmission, posting or by another effective means of communication of any proposed amendments to the Master Deed under this Section at least ten (10) days before such amendments are recorded with the Register of Deeds. Such amendments shall be effective upon recordation.

A person causing or requesting an amendment shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-owners, the costs of which are expenses of administration.

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

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shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Act.

Section 4. Modification of Units, Common Elements, and Percentage of Value.
Notwithstanding any other provision of this Article, the method or formula used to determine the percentage of value assigned to any Unit as described in Article V hereof shall not be modified without the consent of each affected Co-owner and Mortgagee, except as permitted by the provisions of the Michigan Condominium Act, as amended.

A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent and that of the Owner's mortgagee.

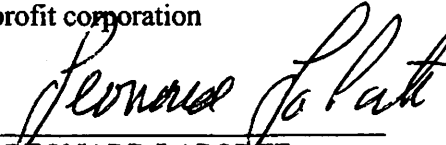
The Condominium may be terminated only in accordance with Section 50 and 51 of the Act.

Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

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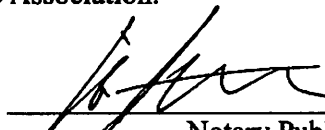
STATE OF MICHIGAN)
 ss)
COUNTY OF ST. CLAIR)

**CROSS POINTE CONDOMINIUM
CO-OWNERS ASSOCIATION, a Michigan
nonprofit corporation**

By: 
LEONARD LAPORTE

Its: President

The foregoing Amended and Restated Consolidating and Restated Master Deed of Cross Pointe Condominium was acknowledged before me, a notary public, on this 3rd day of MARCH, 2021, by LEONARD LAPORTE, known to me to be the President of Cross Pointe Condominium Co-owners Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by the affirmative vote of 66 and 2/3% of the Co-owners of the Association and first mortgagees, and that he has executed this Amended and Restated Consolidating and Restated Master Deed of Cross Pointe Condominium as his own free act and deed on behalf of the Association.


Notary Public
St. Clair County
My commission expires: 9/28/2021
Acting in the County of St. Clair

DRAFTED BY & WHEN RECORDED RETURN TO:
Gregory J. Fioritto (P61893)
Zelmanski, Danner, & Fioritto, PLLC
44670 Ann Arbor Road, Ste. 170
Plymouth, MI 48170
(734) 459-0062

WILLIAM J. BUTLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF ST. CLAIR
MY COMMISSION EXPIRES Sep 28, 2021
ACTING IN COUNTY OF St. Clair

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CROSS POINTE

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**CROSS POINTE CONDOMINIUM
AMENDED AND RESTATED CONDOMINIUM BYLAWS**

(EXHIBIT "A" TO THE MASTER DEED)

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Association. Cross Pointe Condominium, a condominium project, located in the City of Port Huron, County of St. Clair, 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 applicable laws of the State of Michigan, and responsible for the management, maintenance, operation, and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, any duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute the Bylaws referred to in the Master Deed and required by Section 3 (8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Michigan Nonprofit Corporation Act.

Section 2. Membership; Reserve Funds. Each Condominium Unit Owner, whether they are the Co-owner of a Boatwell Unit or a Residential Unit, shall be a member of the Association, and no other person or entity shall be entitled to membership. 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 the Owner's Unit in the Condominium.

A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other

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Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project, subject to the provisions of Article XII of these Bylaws regarding a Co-owner's right to examine the books, records and contracts of the Association. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners thereof in accordance with the following provisions.

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration within the meaning of Section 54(4) of Public Act 59 of 1978, as amended, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association 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 shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Two Budgets – Boatwell Budget and Residential Unit Budget.** The Board of Directors of the Association shall establish two (2) annual budgets in advance for each fiscal year, and such budgets 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.

The first budget shall include only income and expenditure items attributable to the Boatwell Units, together with a proportionate share of general expenditures including, but not limited to legal, accounting and management expenses, as well as a percentage of any other Common Element expenses that benefit the Boatwell Units such as (but not necessarily limited to) landscaping, dock maintenance, and grounds maintenance. The Board of Directors shall have the discretion to periodically determine and adjust the appropriate percentage of such other Common Element expenses and amounts to be charged to the Boatwell Units.

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The second budget shall include all other times attributable to the Residential Units. It is the duty of the Board in developing the budgets to ensure that the Residential Units pay no sums whatsoever which are attributable to the Boatwell Units.

The Association shall be responsible for maintaining, among other things, the dredged depth of the boatwell at a depth of 573.30 feet according to U.S.L.S. The cost of dredging shall be at the expense of administration under the Boatwell Unit budget.

(b) **Budget Adoption.** Upon adoption of the two annual budgets by the Board of Directors, copies of both budgets shall be delivered to each Co-owner and the assessments for said year shall be established based upon said budgets, although the failure of delivery of a copy of the budgets to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments.

(c) **Reserve Fund.** An adequate reserve fund for maintenance, major repair and replacement of those Common Elements that must be replaced on a periodic basis must be established in each of the budgets and must be funded by regular monthly payments as set forth in Section 3 below, rather than by special assessments. A separate reserve fund shall be established for each of the Unit types (Boatwell and Residential), and each fund shall be maintained in a separate account.

At a minimum, the reserve fund for each Unit type shall be equal to ten percent (10%) of the current annual budget for that Unit type on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Board of Directors should carefully analyze the Condominium Project to determine if a greater amount should be set aside for either the Boatwell Units or the Residential Units, or if additional reserve funds for each Unit type should be established for other purposes from time to time and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without Co-owner approval.

(d) **Additional Assessments.** Should the Board of Directors, at any time, determine, in its sole discretion, that the assessments levied are or may prove to be insufficient:

- (i) to pay the costs of operation and management of the Condominium;
- (ii) to provide repairs or replacement of existing Common Elements;
- (iii) to provide additions to the Common Elements not exceeding Five Thousand (\$5,000.00) Dollars annually for the entire Condominium Project; or
- (iv) in the event of emergencies;

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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 without the approval of the Co-owners for such purposes.

The Board of Directors also shall have the authority, without Co-owner consent, to levy additional assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors, for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof, except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

The Board shall have the authority under this sub-Section 2 (d) to levy additional assessments and to increase the general assessment upon each of the Unit types (Residential and Boatwell). However, the Board shall not increase the general assessment or levy an additional assessment upon the Boatwell Units if the assessment would benefit only the Residential Units. The Board's power to levy additional assessments and to increase the general assessment for common expenses against the Boatwell Units shall be subject to the same standards and considerations as are set forth in Article II, Section 2 (a) above regarding the assessment of common expenses to the Boatwell Units.

The Board shall not increase the general assessment or levy an additional assessment upon the Residential Units if the assessment would only benefit the Boatwell Units. Subject to all of the express terms of these Bylaws, the Board shall only increase the general assessment or levy an additional assessment against a Unit type if it will receive a benefit from the assessment.

The requirements of sub-Section 2 (d) (i) – (iv) shall apply to increased and additional assessments against both types of Units (Residential and Boatwell) with the exception that the dollar limit on additional assessments for additions to Common Elements in sub-Section 2 (d) (iii) above shall be One Thousand (\$1,000.00) Dollars annually for the entire Condominium Project instead of the Five Thousand (\$5,000.00) Dollar limit, which shall only apply to additional assessments against the Residential Units.

In regard to any additional assessments that benefits both the Residential and the Boatwell Units, the Five Thousand (\$5,000.00) Dollar annual limit shall apply.

(e) **Special Assessments.** Special assessments may be made by the Board of Directors, from time to time, and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including but not limited to, the following:

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(i) assessments for any additions to the General Common Elements of a cost exceeding Five Thousand (\$5,000.00) Dollars per year for the entire Condominium Project;

(ii) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof;

(iii) assessments for any other appropriate purpose not elsewhere herein described.

Special assessments referred to in this sub-Section (e) shall not be levied without the prior approval of a majority of all Co-owners entitled to vote.

Special assessments benefitting only Residential Unit Co-owners need only be approved by those Co-owners who represent a majority of the Residential Units entitled to vote. Special assessments benefitting only Boatwell Unit Co-owners need only be approved by those Co-owners who represent a majority of the Boatwell Units entitled to vote. Any special assessment that benefits both the Residential Units and the Boatwell Units must be approved by those Co-owners who represent a majority of the Residential Units entitled to vote and those Co-owners who represent a majority of the Boatwell Units entitled to vote.

The authority to levy assessments pursuant to this sub-Section is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or by the members thereof, except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

Section 3. Apportionment of Assessments – Residential Units and Boatwell Units.
All assessments levied against the Residential Unit Co-owners to cover expenses of administration shall be apportioned among and paid by the Residential Unit Co-owners equally without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit.

All assessments levied against the Boatwell Unit Co-owners to cover expenses of administration shall be apportioned among and paid by the Boatwell Unit Co-owners equally without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit.

Any unusual expenses of administration that benefit less than all of the Condominium Units in the Condominium, or any expenses incurred as the result of the conduct of less than all those entitled to occupy the Condominium Project or by their licenses or invitees, may be specially assessed against the Condominium Unit or Condominium Units so benefitted, or the conduct of whose occupants (or licensees or invitees thereof) resulted in such expenses, and may be allocated to such Condominium Unit or Units in the proportion that the percentage of value of the applicable

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Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefitted or responsible for such expenses.

Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments and other amounts (including late charges, fines and costs of collection and enforcement of payment) pertinent to their Unit that may be levied while such Co-owner is the owner of the Unit. For any Unit that is subject to a land contract, the seller and purchaser shall be jointly and severally liable for all amounts assessed to the Unit's account up to and including the date on which the land contract seller actually recovers possession of the Unit from the purchaser following the extinguishment of all of the purchaser's rights in the Unit under the land contract in the event of a purchaser's default under the contract.

Section 4. Due Dates; Penalties for Default; Application of Payments. Annual assessments as determined in accordance with Article II, Section 2 (a) and (b) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a Residential Unit or Boatwell Unit, as applicable, or with acquisition of fee simple title to a Residential or Boatwell Unit by any other means.

The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the first day of each month.

A late charge shall be assessed for any assessment in default paid more than ten (10) days after its due date. For the Residential Units, the late charge shall be in the amount of Twenty-Five Dollars (\$25.00) per month or such other amount as may be determined by the Board of Directors from time to time. For the Boatwell Units, the late charge shall be in the amount of Ten Dollars (\$10.00) per month or such other amount as may be determined by the Board of Directors from time to time. In the event the Board establishes a new late charge amount, it shall give written notice to all members of the relevant Unit type thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full.

All payments on delinquent accounts shall be applied in the following order of priority:

- (a) non-sufficient funds check charges;
- (b) interest;
- (c) fines;
- (d) miscellaneous (such as expense charge-backs);

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- (e) attorney's fees and costs;
- (f) late charges;
- (g) additional assessments;
- (h) special assessments; and
- (i) lastly, to any unpaid installments of the annual assessment in the order of their due dates, earliest to latest.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including, but not limited to, regular assessments, additional assessments, special assessments, attorney's fees and costs assessed to a Co-owner's Unit pursuant to the Bylaws, fines, and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Unit. No Co-owner may exempt themselves from liability for their contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit.

Section 7. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien securing payment of assessments, or both, in accordance with the Act. Pursuant to section 139 of the Act, no Co-owner may assert in an answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner.

In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit or any portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner that, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues), and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable.

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The Association also may discontinue the furnishing of any services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so, including (but not limited to) access to the Association's website.

A Co-owner who is not in Good Standing shall not be entitled to do any of the following:

- (i) Serve on any Committees;
- (ii) Act as an inspector of any elections;
- (iii) Use any of the General Common Elements;
- (iv) Continue serving on the Board of Directors (if already elected or appointed before the delinquency or default arose);
- (v) Vote at any Association or Board meeting;
- (vi) Sign any petitions;
- (vii) Run for election or be nominated to serve on the Board of Directors;
- (viii) Be appointed as a Director to fill a vacancy on the Board;
- (ix) Be appointed as an officer of the Association (or continue to serve as an officer, if already appointed before the delinquency or default rose).

Provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from the Co-owner's Unit.

In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any person claiming under such Co-owner as provided by the Act. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** 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 the lien securing payment of assessments 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 Project shall be deemed to have authorized and empowered the Association

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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. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, the Co-owner was notified of the provisions of this Section. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage, or convey the Condominium Unit.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing.

Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth:

- (i) the affiant's capacity to make the affidavit,
- (ii) the statutory and other authority for the lien,
- (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments),
- (iv) the legal description of the subject Unit(s), and
- (v) the name(s) of the Co-owner(s) of record.

The Affidavit may contain other information that the Association of Co-owners considers appropriate as per the Michigan Condominium Act including but not limited to the amount of any unpaid interest, costs, attorney fees, future assessments, court costs and/or unpaid monetary fines. Such Affidavit shall be recorded in the office of the St. Clair County Register of Deeds prior to 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 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform them that they may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** Any and all expenses incurred by the Association in collecting unpaid assessments, including interest, pre-litigation costs and attorney's fees, administrative costs and expenses, actual reasonable attorneys' fees and costs incurred in any collection action (not limited to statutory fees), and advances for taxes or other liens paid by the

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Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on their Unit.

Section 8. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which acquires title to the Unit as a result of foreclosure, or any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title by such holder, purchaser or assignee.

Section 9. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. Personal Property Tax Assessment of Association Property. 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 11. Construction Lien. A construction lien (mechanic's lien) otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. Statement as to Unpaid Assessments. Pursuant to the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon and related collection costs. Upon written request to the Association, the Association shall provide a written statement of such unpaid assessments, fines, late charges, and related collection costs 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 together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. The Association may charge such reasonable amounts for preparation of such a statement as it may from time to time determine.

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ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes of claims relating to the interpretation or the application of the Condominium Documents, or any disputes or claims arising among the Co-owners and the Association, upon the election and written consent of the parties, and upon written notice to the Association, shall be submitted to arbitration. The parties shall accept the arbitrator's decision as final and binding.

The Commercial Arbitration Rules of the American Arbitration Association, as amended, shall be applicable to any such arbitration proceeding. A judgment may be entered upon such award in a court of competent jurisdiction.

The arbitration costs shall be borne by the losing party to the arbitration. The arbitrator may require a reasonable deposit to ensure payment of costs, which deposit shall be split equally by the parties. Such deposit shall be placed in escrow in the nature of the arbiter as trustee in the name of the matter at issue.

The prevailing party at arbitration shall be entitled to an award of their reasonable attorney's fees and costs incurred in the proceeding as part of the arbitration award.

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

Section 3. Election of Remedies. Such election and written consent 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. General Insurance Responsibility of the Association. The Association shall carry property insurance, general liability insurance, officers and directors liability insurance, workers' compensation insurance, if applicable, employee dishonesty/crime insurance (or fidelity bonds), and such other insurance as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the Common Elements of the Condominium and the administration of Condominium affairs in accordance with the provisions of this Article.

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Section 2. Specific Insurance Responsibilities of the Association. The Association shall purchase insurance for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of Certificates of Insurance with mortgagee endorsements to the mortgagees of the Co-owners. Such insurance shall be carried and administered in accordance with the following provisions:

(a) **Property Coverage.** All General Common Elements of the Condominium shall be insured by the Association under a Special Form insurance policy or policies covering all risks of immediate and direct physical loss or damage to property which are commonly insured by condominium associations. Such coverage shall include all perils typically covered by a Special Form insurance policy, including (but not necessarily limited to) vandalism, fire, theft, malicious mischief, host liability, and any other cause of loss deemed advisable by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, including code reconstruction, if applicable, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon a Blanket Amount basis including an Agreed Value clause for the entire Condominium General Common Elements with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement).

The Association's coverage shall also include interior walls within any Residential Unit and the pipes, wires, conduits and ducts contained therein, and shall further include all fixtures, equipment, and trim which were furnished within the Owner's Unit as standard items by the Developer in accordance with the plans and specifications thereof as are on file with the City of Port Huron (or such replacements thereof as do not exceed the cost of such standard items).

All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that the Co-owners shall be enabled to judge the adequacy of such coverage. Upon re-evaluation and effectuation of coverage, the Association shall notify all the Co-owners of the nature and extent of all changes in coverages.

The Association shall obtain insurance coverage and/or appropriate endorsements whereby the insurer expressly agrees to waive its right to recover payment from the Owner for any losses, claims or expenses that are payable under the Association's insurance policy.

Example 1: A Co-owner's water supply line suddenly breaks causing a flood of their Residential Unit and adjacent Units. This type of water loss involving a sudden

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intrusion of water would usually be a covered cause of loss under most Special Form, "all risk" Association property insurance policies, subject to any exclusions contained in the policy.

Example 2: A burst water supply line causes damage to a Co-owner's cabinets and carpeting. These damaged non-Common Element items would be covered by the Association's policy as a general matter, since the Association's coverage includes all "fixtures, equipment and trim" that came furnished with the Unit as standard items by the Developer.

The Examples contained in this Article IV are for illustrative purposes only and shall not be binding or determinative, in and of themselves, in regard to any particular casualty loss or insurance claim.

(b) **General Liability Insurance.** General liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate.

The general liability insurance shall cover: (1) the Association; (2) each Co-owner (and the Co-owners collectively, as a group) with respect to liability arising out of their interest in the Common Elements or membership in the Association, and (3) any person or organization while acting as a managing agent for the Association. Such liability insurance shall be carried in a minimum amount of not less than \$1,000,000 per occurrence, and shall include medical payments coverage.

The liability insurance policy shall also contain the following provisions: the insurer may not deny a claim on grounds that the damage, injury or loss resulted from the acts or negligence of the Association or of any Co-owner.

(c) **Officers and Directors Liability Insurance.** Officers and directors liability insurance shall be carried in such limits as the Board of Directors may, from time to time, determine to be appropriate. The liability insurance shall cover any persons who now are, or shall become, duly elected or appointed as directors or officers of the Association, or as members of any committee of the Association, as well as any other nondirector or nonofficer volunteer Co-owner who is serving the Association or acting on its behalf.

Such insurance shall cover any liability asserted against the person and incurred by the person in that capacity or arising out of the person's status as such, whether or not the corporation has the power to indemnify the person against liability under Sections 561 through 565 of the Nonprofit Corporation Act. The policy may also have to be endorsed to include "prior acts" coverage for persons who had been duly elected or appointed directors or officers of the Association, if it is determined that previous expiring policies do not cover claims for wrongful acts reported after the expiration or termination date of those expiring policies.

(d) **Premium Expense.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of the Association.

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(e) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Hazard insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the holders of mortgages on Units, and all Co-owners, in the Condominium have given their prior written approval.

(f) **Deductibles.** The Association's Board of Directors may choose to carry insurance policies with reasonable deductibles. Such deductibles shall not exceed the maximum amount allowable by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

The Association's deductible expense incurred on any casualty loss shall be assessed to the Co-owner in the event that the Co-owner (or the Co-owner's family member, Unit Occupant, guest, licensee or invitee)'s intentional conduct, negligence, or failure to comply with the Condominium Documents was a proximate cause of the loss.

In the event that a casualty loss results from the failure, breakdown or malfunction of any appliance within a Residential Unit, the Association may assess its deductible incurred on any such loss to the Owner of the Unit where the appliance was located.

Section 3. Insurance Responsibility of the Co-owner.

(a) **Generally.** Each Co-owner shall be required to obtain Special Form HO-6 Condominium Homeowners Insurance Policy for the Owner's Unit and its Limited Common Elements, and the Association shall have absolutely no responsibility for obtaining such coverage.

The Co-owner's coverage shall include all causes of loss normally covered by a Special Form Homeowners Insurance Policy, including, but not limited to, fire, theft, vandalism, host liability, and malicious mischief. Upon the Board's request, Co-owners shall provide written verification of insurance coverage for their Units and Limited Common Elements to the Association annually.

It shall be each Co-owner's sole responsibility to determine by personal investigation the nature and extent of insurance coverage needed to protect the Co-owner's Unit and Limited Common Elements as required by the Condominium Documents. In the event of the failure of a Co-owner to obtain insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefore shall constitute a lien on the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof.

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(b) **Specific Insurance Duties of the Co-owner.** Each Co-owner shall have the responsibility for insuring the following items:

(i) **Personal Property.** All personal property located within the Co-owner's Unit and Limited Common Elements or elsewhere in the Condominium.

(ii) **Liability.** The Co-owner's personal liability for occurrences within the Co-owner's Unit or upon appurtenant Limited Common Elements.

(iii) **Upgrades, Betterments and Improvements.** All betterments, improvements, and additions to the Condominium Unit and Limited Common Elements regardless of whether such items were installed by the Developer at the original Co-owner's request, or by the Co-owner. This includes, but is not limited to, all fixtures and improvements installed in connection with any finished garage.

(iv) **Alternative Living Expenses.** Each Co-owner shall be solely responsible for insuring additional or alternative living expenses for themselves and their Non-Co-owner Occupants (if any) in the event of fire or other casualty.

(v) **Loss Assessment and Deductibles.** The Co-owner's coverage shall include a "loss assessment" and deductible endorsements which shall cover any property damage, expense, loss or deductible incurred by the Co-owner or assessed to the Co-owner by the Association for which there may be no coverage or inadequate coverage under the Association's insurance policy.

(vi) **Boatwells.** A Co-owner shall be solely responsible for insuring their Boatwell Unit, including any watercraft kept in the Unit and any boat lift they install in their Unit. Such coverages shall include (but are not necessarily limited to) liability and personal property coverages.

The Co-owner shall be solely responsible for investigating and identifying the need for any additional coverages besides those listed herein as the Co-owner might require to insure their Residential Units, Limited Common Elements and/or their Boatwell Unit, as applicable.

Each Co-owner may also obtain property insurance coverage at their own expense upon their Limited Common Elements and the equipment, fixtures and trim located within their Residential Unit which were furnished by the Developer as standard items; however, such coverage will be considered to be excess or secondary insurance, as the Association's property insurance will be primary for such standard items.

The Co-owner shall obtain insurance coverage and/or appropriate endorsements whereby the insurer expressly agrees to waive its right to recover payment from the Association and any other Co-owner for any losses, claims or expenses that are payable under the Co-owner's insurance policy.

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Section 4. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium Project, the Owner's Unit and the Common Elements appurtenant thereto.

Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 5. Waivers of Subrogation. The Association and all Co-owners shall only obtain insurance policies under which the insurer waives any and all right of subrogation as to any and all claims against any Co-owner or the Association.

Section 6. Indemnification. Each Co-owner shall indemnify and hold harmless every other Co-owner and the Association for all damages, costs and expenses (including, but not limited to, attorney's fees) which such other Co-owners or the Association may suffer as a result of defending any claim arising out of an occurrence for which the Co-owner is required to carry insurance pursuant to this Article. This Section shall not be construed to give any insurer a right of subrogation or other right or claim against a Co-owner or the Association.

ARTICLE V

RECONSTRUCTION, REPLACEMENT OR REPAIR AFTER CASUALTY LOSS AND EMINENT DOMAIN

The provisions of this Article V relating to the rights and duties of the Association and Co-owner to reconstruct, repair and/or replace the Condominium Units and Common Elements shall only apply to damage that results from a casualty loss or other insurable event affecting the Condominium or any part thereof.

For all other types of damage or deterioration to the Condominium, the relative duties of maintenance, decoration, repair, and replacement of the Association and the Co-owner shall be governed by Article IV of the Master Deed.

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

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(a) **Partial Damage – One or More Units Tenantable.** If the damaged property is a Common Element or a Unit, the property shall be rebuilt, replaced or repaired if any Unit in the Condominium is tenantable, unless it is determined by an affirmative vote of eighty percent (80%) of the Co-owners in the Condominium and fifty-one (51%) percent of the eligible holders of first mortgages on any Condominium Units that the Condominium shall be terminated.

(b) **Total Destruction – No Unit Tenantable.** In the event the Condominium is so damaged that no Condominium Unit is tenantable, then the damaged property shall not be rebuilt, replaced or repaired and the Condominium shall be terminated unless eighty (80%) percent or more of the Co-owners plus fifty-one (51%) percent of the eligible holders of first mortgages on any Condominium Units agree to reconstruction, replacement or repair by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction, replacement or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless sixty-six and two-thirds ($66 \frac{2}{3}$ %) percent of the eligible Co-owners, and fifty-one (51%) percent of the eligible holders of first mortgages on any Condominium Units consent to do otherwise.

Section 3. Co-owner Responsibilities for Reconstruction, Replacement and Repair after Casualty Loss. The Co-owner is responsible for repairing, replacing and reconstructing the Co-owner's damaged Unit and any improvements within their Unit in accordance with the Master Deed, including (but not limited to) Article IV, Section 3 of the Master Deed regarding such duties and Article V of these Bylaws.

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

Subject to the Association's reconstruction, repair and replacement duties as stated in Section 4 of this Article, after a casualty loss each Co-owner shall bear the responsibility and costs for the reconstruction, repair, and replacement of the following items, whether they constitute part of their Unit, the Common Elements, non-Common Elements, or personal property:

(a) **Air Conditioners, Furnaces, Water Heaters and Gas Fireplaces.** The Co-owner's air-conditioning unit (including all related equipment and the concrete pad upon which the unit sits), furnace, water heater, and gas fireplace.

(b) **Appliances.** All other appliances and equipment within the Residential Unit and supporting hardware not specifically mentioned elsewhere in this Master Deed, including, but not limited to: microwaves, smoke detectors, carbon monoxide alarms, fire extinguishers, humidifiers, air cleaners, garbage disposals, dishwashers, ranges, ovens, vent fans and related duct work, bathroom exhaust fans and related duct work, clothes washers, clothes

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dryers, appliance vent covers, vent filters, dryer vents and all related duct work, dryer vent covers, sump pumps, water softeners, water filters, if any.

(c) **Storm Doors, Sliding and Storm Door Screens, Interior Doors.**

All sliding and storm door screens, all storm door(s) (including their closers and all related locks and hardware) on Unit entry doors, well as all interior doors and related hardware within the individual Unit.

(d) **Garage Door Openers.**

All electric garage door openers and remotes, and all related equipment, including all coils, tracks and springs.

(e) **Windows Screens.**

All windows screens (the Association shall be responsible for replacing and repairing all window frames and glass).

(f) **Electrical.**

All electrical fixtures and appliances within the individual Unit, including, but not limited to, wires, outlets, switches, fuse boxes, circuit breakers and fixtures, from and including the breaker box servicing the Unit, all doorbell components (inside and out of Unit), and antenna outlets.

(g) **Drywall.**

All perimeter and interior wall and ceiling drywall within the Co-owner's Residential Unit, including the Co-owner's garage interior and any Residential Unit interior wall framing and construction.

(h) **Plumbing Fixtures.**

All plumbing fixtures, including commodes, tubs, Jacuzzi tubs and motors, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, water shut-off valves, rings, seals and washers, water supply lines, and all traps and connecting drain pipes within the Residential Unit.

(i) **Kitchens & Bathrooms.**

All interior non-Common Element fixtures, equipment and trim located within any kitchen or bathroom, including, but not limited to, any and all kitchen and bathroom cabinets, counters, sinks, mirrors, closet doors, laundry tubs, tile and wood (either floor or wall), and all related hardware.

(j) **Improvements & Decorations.**

All improvements and decorations including, but not limited to, paint, wallpaper, window treatments, paneling, carpeting, linoleum, tile, finished floors, and other floor coverings and trim.

(k) **Ducts, Electrical Wiring, Water Lines, Drain Lines, Gas Lines,**

Telephone, Telecommunication and Cable Television Wiring. All cooling and heating duct work, water lines, drain lines, electrical wiring, gas lines, telephone wiring, telecommunication wiring and cable television wiring which are located within the interior of a Unit and which serve only the Unit in which they are located.

Where any of the foregoing serves more than one Unit, the Association shall have the responsibility to maintain, repair and replace the item regardless of whether it is located within or runs through any single Unit.

(l) **Boat Lifts.** All boat lifts within Boatwell Units.

(m) **Other.** All other items not specifically enumerated above which may be located within the individual Unit's perimeter walls.

Section 4. Association's Repair, Replacement and Reconstruction Duties for Common Elements; Incidental Damage; Items Covered by Association's Insurance.

(a) **Common Elements.** The Association is responsible for reconstructing, repairing and replacing the Common Elements as set forth in the Master Deed and these Bylaws. The Association shall not be responsible for repairing, replacing or reconstructing any non-Common Elements within or which service a Co-owner's Unit except as may be specifically provided in the Master Deed, or in Article IV, Section 2 (a), or Article V, Section 4 (b) and (c) of these Bylaws. In no event shall the Association be responsible for any damage to the contents of a Condominium Unit or to any personal property of a Co-owner.

(b) **Incidental Damage.** In addition to its duties stated under sub—Section 4 (a), the Association shall also be responsible for reconstructing, replacing and repairing any incidental damage to a Unit caused by the Common Elements or by the Association's reconstruction, replacement or repair of the Common Elements.

The Association's responsibility and liability under this sub-Section 4 (b) shall not extent to any damage to a Co-owner's personal property or contents within a Unit, or to any upgrades, betterments or improvements within a Unit.

(c) **Responsibility for Items Covered by Association's Insurance.** In the event that damage to any interior walls, pipes, wires, conduits, ducts within a Unit, to any Common Elements serving a Unit, or to any fixtures, equipment and trim which were furnished by the Developer as standard items within the Unit (including, but not limited to, the interior items listed in Section 3 (a) – (m) above) is covered by insurance held by the Association, then the reconstruction, replacement or repair of such items shall be the responsibility of the Association; provided, however, that any portion of the Association's expenses incurred for such reconstruction, replacement or repair but not recovered from the Association's insurance policy proceeds, whether because of the application of an insurance deductible or for any other reason, may be allocated to the appropriate Co-owner pursuant to Article IV, Section 2 (f) of these Bylaws and Article IV, Section 5 of the Master Deed.

This Section (c) and the other provisions of this Article V shall not be construed to enlarge the Association's duty to insure the Condominium Project or any portion thereof beyond the requirements set forth in Article IV of these Bylaws.

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In the event such damage may be covered by any insurance, the Co-owner shall cooperate with the Association and join in any application for a claim under any such insurance policy. If the damage could be covered by any insurance policy held by the Co-owner, including, but not limited to, contents insurance, the Co-owner shall timely file a claim with their insurance company simultaneous with or prior to the Association's application for a claim under its insurance policy.

In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Immediately after a casualty causing damage to property for which the Association has the responsibility of replacement, repair or reconstruction under this Section 4, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, replacement or repair required to be performed by the Association, or if at any time during or upon completion of such reconstruction, replacement 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, replacement or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair, subject to any provisions in the Master Deed or these Bylaws that might expressly provide otherwise or which might permit assessment of such costs to less than all of the Co-owners. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction, Replacement and Repair. The Association or Co-owner responsible for the reconstruction, repair, or replacement shall proceed with such reconstruction, repair, or replacement of the damaged property without delay, and shall complete all such work within a reasonable time after the occurrence of the damage.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking of any Unit (Boatwell or Residential) or the Common Elements, or any portion thereof, by eminent domain:

(a) **Taking of Entire Unit.** In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interest may appear.

If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and their mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Condominium Project. The undivided interests in the Common Elements appertaining to the Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements.

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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 their undivided interest in the Common Elements as well as for the Condominium Unit.

(b) **Taking of Common Elements.** If there is any taking of any portion of the Condominium's Common Elements, 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.

The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements. Any negotiated settlement approved by more than sixty-six and two-thirds (66 2/3%) percent of the Co-owners shall be binding on all Co-owners.

The affirmative vote of more than sixty-six and two-thirds (66 2/3%) percent of all of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

Any restoration or repair of the Condominium after a partial taking shall be substantially in accordance with the Master Deed and original plans and specifications for the Condominium unless fifty-one (51%) percent of the eligible holders of first mortgages on any Condominium Residential Units consent to do otherwise.

(c) **Continuation of Condominium After a Partial Taking of a Unit.** In the event the Condominium Project continues after portions of a Unit are taken by eminent domain, then the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest for each Condominium Unit in the Commons Elements appertaining to the 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 a reallocation of the Common Elements in proportion to its undivided interest as reduced by the court. 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, as well as for that portion of the Condominium Unit taken by eminent domain.

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 approval of fifty-one (51%) percent of the votes of

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eligible holders of first mortgage liens on individual Residential Units in the Condominium.

In the event of a substantial taking in condemnation of the Condominium, any election to terminate the Condominium must be approved by the affirmative vote of those Co-owners representing at least eighty (80%) percent of the Residential Units and at least eighty (80%) percent of the Boatwell Units, plus fifty-one (51%) percent of the eligible holders of first mortgages on any Residential Condominium Units.

(d) **Impracticality of Use of Portion of Unit not Taken by Eminent Domain.** If the taking of a portion of a Condominium Unit makes it impractical to use the remaining portion of that Condominium Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to that Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Condominium Unit shall thenceforth be a Common Element.

The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Condominium Unit.

(e) **Notification of Mortgagees.** 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 Residential Units in the Condominium.

Section 7. Mortgages Held By FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or by the Federal National Mortgage Association ("FNMA"), then, upon request therefore by FHLMC or FNMA, the Association shall give it 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 if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Residential Units.

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

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ARTICLE VI

RESTRICTIONS

Section 1. Residential Use; Prohibited Uses; Permitted Home Offices and Occupations; Maximum Occupancy Limit.

(a) **Residential Use.** Subject to the provisions contained in this Section regarding permitted home offices and home occupations, no Residential Unit in the Condominium shall be used for other than private residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1.

Boatwell Units shall be used only for recreational boating purposes. No Boatwell Unit shall be used for any commercial purposes, including but not limited to use as a location for taking or discharging passengers for hire or for any public or freight carrying whatsoever, or for charter or commercial fishing and the Common Elements shall be used only for purposes consistent with such restrictions on use.

(b) **Prohibited Uses.** In any event, no Unit shall be used for any commercial, manufacturing, industrial or business purposes that create any nuisances or liability exposures, such as, but not limited to, customer/client/patient visits, noise, traffic or parking congestion, odors, vibrations or anything else that might detract from the peaceful and residential character of the Condominium. Timesharing and interval ownership are prohibited. No Unit shall be used in any manner in violation of applicable zoning or other ordinances of the City of Port Huron.

Uses of Units that are prohibited and which do not qualify as an acceptable home office or home occupation include (but are not necessarily limited to) the following: barber shop, styling salon, beauty parlor, tea room, day care center, adult care facility, rooming house, "halfway" house, rehabilitation facility, and animal hospital or any other form of animal care or treatment (such as dog grooming).

The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library or from keeping personal, professional, or business records in their Unit, or handling personal business or professional telephone calls in that Co-owner's Unit.

(c) **Home Offices.** To be permitted as a "home occupation" or "home office," there must be:

(i) no sign or display that indicates from the exterior that the Unit is being utilized for any purpose other than that of a residential dwelling;

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(ii) no goods or commodities kept for viewing or sale in the Unit or within the Project; and

(iii) no mechanical or electrical equipment used in conjunction with the home office or occupation other than personal computers or other standard office equipment.

(iv) no employees or other persons performing any work in the Unit who are not also Co-owners and/or Non-Co-owner Occupants of record with the Association who are using the Unit as their primary residence; and

(v) no regular meetings held at the Unit with clients or customers relating to the home occupation or office.

(d) **Maximum Occupancy Limitation.** The maximum number of persons occupying or residing in a Residential Unit at any given time shall not exceed such maximum limits on occupancy as might be set forth in the ordinances of the City of Port Huron, or if the City has no such ordinance, in the International Property Maintenance Code, as they might be amended from time to time.

Section 2. Leasing and Non-Owner Occupancy of Units.

(a) **General – Leasing and Non-Owner Occupancy of Units Prohibited.** All Residential and Boatwell Units must be Owner-occupied at all times. No leasing of Residential Units or Boatwell Units is permitted. No Unit may be solely occupied by any Non-Owner Occupant, though a Non-Owner Occupant who is not a rent-paying Tenant may reside together with an Owner in their Unit. There shall be no leasing of rooms in a Unit or of any part of a Unit.

Notwithstanding the foregoing, a Non-Co-owner Occupant may solely occupy a Co-owner's Residential Unit for "house-sitting purposes" on a temporary basis with the prior written approval of the Board. The Co-owner must provide the Board with the name and mailing address of the Non-Co-owner Occupant house-sitter and expected duration of the occupancy in writing at least ten (10) days before the occupancy begins.

(b) **Exemptions for Government Mortgage Lending Entities and VA Mortgages.** Any mortgage lender who acquires title to a Unit via foreclosure or a deed in lieu shall be exempt from the restrictions against leasing and non-Owner occupancy contained in this Article VI, Section 2 to the extent that such an exemption would be required in order for these Bylaws to comply with the standards and rules for mortgage lending, insuring and/or underwriting currently followed by the U.S. Department of Housing, the Federal Home Loan Mortgage Corporation, and/or the Federal National Mortgage Association.

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To the extent that any provision set forth in these Bylaws regarding leasing or non-Owner occupancy is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veteran Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("VA Mortgage Financing"), such provision shall not apply to any Unit that is:

- (i) encumbered by VA Mortgage Financing, or
- (ii) owned by the Department of Veterans Affairs. or
- (iii) owned by a Co-owner who is both eligible to obtain VA Mortgage Financing and who is in fact applying for such financing, but only to the extent that a waiver of the Bylaws' leasing requirements is required for the Co-owner to obtain such financing.

Section 3. Alterations and Modifications.

(a) No Exterior Alterations/Modifications Without Board Approval. No Co-owner shall make alterations in exterior appearance (including but not limited to the construction, remodeling or modification of a deck or patio, or by affixing any item to the exterior of any building, whether by nails, screws or other means), or make structural modifications to their Unit (including interior walls through or in which there exist easements for support or utilities), or make changes in any of the Common Elements without the express written approval of the Board of Directors, including without limitation, exterior painting or the erection of bird feeders, flag poles, antennas, satellite dishes (or similar devices), lights, aerials, awnings, wind chimes, doors, shutters, newspaper holders, mailboxes, basketball backboards, or any other exterior attachments or modifications. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or which emits a humanly audible sound. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility, or harmonious appearance of the Condominium.

No exterior decoration of a Unit or any part thereof is permitted without the prior written approval of the Association's Board of Directors. Any such decoration permitted by the Association shall be approved only if the proposed decoration is consistent with the Units in the Project and the Project as a whole.

The repair and replacement of any portion of the exterior of any Unit or any Limited Common Element shall be permitted only with the prior written approval of the Association's Board of Directors. All such repairs and replacements shall be made only with materials that are equivalent to or of a quality equal to or greater than and of such color consistent with the materials installed by Developer in the construction of this Project.

(b) Flags. The Association may also limit the size of any flags located on a Unit or on the Premises in any manner consistent with the Act. Notwithstanding this

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restriction, Co-owners may display the American Flag as permitted by the Michigan Condominium Act, provided the size of said flag does not exceed 3' x 5'.

(c) **Access.** No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way.

Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

(d) **Satellite Dishes and Antennas.** Over-the-air reception devices, including but not limited to satellite dish antennas, shall not be attached or installed upon any General Common Element without the advance written permission of the Board of Directors. Over-the-air reception devices such as satellite dish antennas may be installed within Units or Limited Common Elements in accordance with the rules and regulations of the Federal Communications Commission.

(e) **Rights of the Disabled.** The foregoing is subject to the applicable provisions of the Michigan Condominium Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Act at MCL 559.147 (a), as amended from time to time.

Section 4. Limitation on Number of Units a Co-owner May Own. Subject to the exception of mortgage lenders that acquire title to Units via foreclosure, no Co-owner may own more than one (1) Residential Unit and one (1) Boatwell Unit within the Condominium, regardless of whether the Co-owner is an individual or a legal entity.

An individual may not circumvent this restriction by acquiring title or beneficial ownership to multiple Units in the Condominium through the use of a separate legal entity or entities. Any individual who has any interest (ownership or otherwise) in any legal entity or entities that own Units in the Condominium shall be deemed to be the "Co-owner" of any and all of such entity-owned Units for purposes of this Section. A married couple shall be counted as a single "Owner" for purposes of this restriction such that any Units owned by an Owner's spouse shall also be counted as being owned by the Owner himself or herself.

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Section 5. Boatwell Units, Lifts and Watercraft.

(a) **Boat Lifts.** A Co-owner owning a boatwell shall be permitted to install in their boatwell a low-profile boat lift providing the design, specifications, engineering and installation is approved by the Board of Directors. The boat lift shall be a Limited Common Element as defined in the Master Deed. The cost of installation, maintenance and any damages caused to the Common Elements, Limited Common Elements, private property or persons shall be the sole responsibility of the Co-owner to whose Unit the boat lift is appurtenant. In the event any Co-owner fails to pay any of the costs, expenses or damages associated with or resulting from such boat lift, the Board may assess the Co-owner's Boatwell Unit for all such costs, expenses and damages, and may collect the same in the same manner as provided elsewhere in the Master Deed and Bylaws or the Michigan Condominium Act of 1978.

(b) **Boat Size.** No Co-owner shall use or maintain a boat in their Boatwell Unit which extends more than (4) feet beyond the Unit and upon the General Common Elements. No Co-owner shall use or maintain a boat so that the bow, bow pulpit, or any attachment to the boat extends over the Limited Common Elements appurtenant to their Unit.

(c) **Aesthetics.** No Boatwell Unit Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside their marine vessel, or which may be visible from the outside of their marine vessel (other than draperies, curtains or blinds of a customary nature and appearance). Temporary loading and unloading steps or platform must be removed on a seasonal basis.

Boat owners shall not store supplies, materials, accessories or other items upon any walkway, dock or piling, and shall not construct thereon any lockers, chests, cabinets, steps, ramps, or similar items.

(d) **Bubbler Devices.** A Co-owner shall be permitted to install a bubbler device in their boatwell provided that the design and installation have received the prior approval of the Board of Directors. The bubbler device shall be a Limited Common Element as defined in the Master Deed. The cost of installation, maintenance, and repair and any damages caused to the Common Elements, Limited Common Elements, private property or persons shall be the sole responsibility of the Co-owner to whose boatwell the bubbler device is appurtenant.

The Board of Directors shall annually determine the approximate costs of operating a bubbler device and levy an assessment against each such Co-owner. In the event any Co-owner fails to pay any of the costs, expenses or damages associated with or resulting from such screening, the Board of Directors may levy an assessment against the Unit and collect the same in the same manner as provided elsewhere in the Master Deed and Bylaws or the Michigan Condominium Act of 1978.

(e) **Watercraft.** No Co-owner or their guests shall be permitted to use a watercraft located in a Boatwell Unit as a temporary or permanent place of residence.

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A Co-owner of a Boatwell Unit shall be permitted to maintain within its Unit one tender in addition to one regular watercraft. Rafting off is only permitted within the confines of the Co-owner's Boatwell Unit.

All boats shall be in a seaworthy condition and not constitute a fire hazard.

No Co-owner or guest of a Co-owner shall be permitted to make any major repairs to a watercraft or motor vehicle that is parked in a boatwell from any of the General or Limited Common Elements. The Board may adopt further rules and regulations to govern the types of minor repairs and servicing that Co-owners are permitted to make to watercrafts and other vehicles while they are parked in boatwells.

(f) **Sewage and Refuse Disposal.** All boats shall be required to meet all state (federal) requirements as pertains to sewage disposal.

No refuse or excrement shall be thrown, pumped or discharged into the Black River. All refuse shall be deposited in areas so designated by the Board of Directors.

(g) **Cooking.** No cooking will be allowed on the docks or pedestrian walkway or General or Limited Common Elements. Grills may only be used on ground level decks and patios of Residential Units. Cooking shall not be permitted using charcoal or wood-burning devices.

(h) **No Common Element Use by Non-Residential Owners.** Users of Boatwell Units who are not also Residential Unit Co-owners shall not use the General or Limited Common Elements of the Condominium except for pedestrian ingress and egress to and from the designated Boatwell Unit Owner parking area to their Boatwell Unit by the most direct route.

(i) **Parking.** The designated parking area for non-Resident Boatwell Unit owners is the Association's overflow parking lot, just west of 7th Street, with entrance off Lapeer Avenue. Short-term parking is permitted for Boatwell Unit Owners and their guest for up to forty-eight (48) hours. For security purposes, any long-term parking (for boat trips, etc.) requires notification to the Board via the management company and the Board's express written approval.

(j) **Sale of a Boatwell Unit and Right of First Refusal.** When a Boatwell Unit owner anticipates selling their Unit, the following steps shall be followed:

(i) The Co-owner shall notify the Board of their intent to sell, Well Number, size, and desired sales price.

(ii) The Board will then notify and publish the opportunity to purchase the Boatwell Unit to all Co-owners on the maintained waiting list as well as to all Residential Unit Co-owners (if there is no one on the waiting list). The Board shall maintain a

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waiting list of those Residential Unit Co-owners who have expressed interest in purchasing a Boatwell Unit. A two-week action period will be allowed for Co-owners to submit offers to the Seller to purchase the Boatwell Unit.

(iii) At the end of the two-week period, if no Residential Unit Co-owner expresses interest in purchasing the Unit, then Board shall have the option to purchase the Boatwell Unit on behalf of the Association in an effort to accommodate future Co-owner desires for Boatwell Units.

(iv) Notwithstanding any provisions of Article II of these Bylaws to the contrary, the Association may purchase a Boatwell Unit using funds from the general assessments and need not levy a special assessment to fund the purchase of a Boatwell Unit. The Board's decision to purchase a Boatwell Units shall not require any membership vote.

(v) If no Residential Unit Co-owner express interest in purchasing the Boatwell Unit, and if the Board declines to purchase the Unit on behalf of the Association, then the Boatwell Unit Co-owner may sell the Unit to a non-Residential Unit Co-owner.

(k) **Boat Well Renting/Leasing.** The leasing and use of Boatwell Units by anyone else but their Owners are prohibited. Notwithstanding this restriction, the Board of Directors may adopt rules and regulations permitting the Co-owners of Boatwell Units to allow other Co-owners at the Condominium (and their guests and family members) to use their Boatwell Units on a short-term, rent-free basis with the Board's prior written approval.

Section 6. Balcony Screens. A Co-owner shall be permitted to screen in their balcony provided the screening is of a design and color approved by the Board of Directors. The screening shall be a Limited Common Element as defined in the Master Deed.

The cost of installation, maintenance and any damages caused to the Common Elements, Limited Common Elements, private property or persons shall be the sole responsibility of the Co-owner to whose Unit the screening is appurtenant. In the event any Co-owner fails to pay any of the costs, expenses or damages associated with or resulting from such screening, the Board may levy an assessment against the Unit and collect the same in the same manner as provided elsewhere in the Master Deed and Bylaws of the Michigan Condominium Act of 1978.

Section 7. Activities. No unlawful, noxious or offensive activity shall be carried on in any Condominium 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, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. For purposes of this Section, an activity is "unlawful" if it is in violation of any federal, state or local law or ordinance.

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No Co-owner shall do or permit anything to be done or keep or permit to be kept in their Condominium Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium, 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, whether approved or not by the Association.

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, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

No Co-owner shall use or permit to be brought into the buildings in the Condominium any explosives or articles deemed to be extra-hazardous to life, limb, or property, without in each case obtaining the written consent of the Association's Board of Directors.

No garage sales, rummage sales, estate sales or any other type of sale shall be permitted.

Section 8. Animals and Pets.

(a) General Prohibition. No animals or pets shall be maintained by any Co-owner on the Condominium Premises. Stray and wild or feral animals (including, but not limited to, squirrels, pigeons, geese, feral cats and dogs, chipmunks and raccoons) shall not be fed or housed by Co-owners, nor shall Co-owners allow any condition to exist within their Unit or the Common Elements, Limited or General, appurtenant to their Units, which may attract stray or wild/feral animals.

The foregoing restriction shall not be construed to prohibit an Owner or Resident from having or keeping an Assistance Animal in their Unit to the extent that the person may have a legal right do so under applicable state or federal Fair Housing laws.

In the event that an Owner or an Owner's guests, occupants, or visitors are permitted to have an Assistance Animal at the Condominium or in any Unit under the law, the provisions of sub-Sections (b) through (d) herein shall apply to the Co-owner, guest, or visitor, and their Assistance Animal. Sub-Sections (b) through (d) of this Section 8 shall not be construed or interpreted as allowing Co-owners to have pets and animals in their Units, which is generally prohibited by Section 8 (a) above.

(b) Control of Animals. No animal may be kept or bred for any commercial purpose, and all animals 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, and any animal shall at all times be attended by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. Nothing herein contained shall

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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.

No savage or dangerous animal shall be kept or brought onto the Condominium Premises, 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 attorney's fees and costs) which the Association may sustain as the result of the presence of such animal on the Premises, whether or not the Association has given its permission therefore, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof.

(c) **Co-owner Responsibilities; Registration.** Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance 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.

(d) **Enforcement.** The Association may, after notice and hearing, and without liability to the owner thereof, utilize any and all available legal remedies to seek the removal of any animal or pet from the Condominium that it determines to be in violation of the restrictions imposed by this Section.

The Association may also assess fines for violations of the restrictions imposed by this Section in accordance with these Bylaws and any duly adopted rules and regulations of the Association.

Section 9. Aesthetics.

(a) **Storage.** The General Common Elements shall not be used for storage of supplies, materials, personal property, or trash or refuse of any kind, except in enclosed garages or as otherwise provided in duly adopted rules and regulations of the Association.

(b) **Unightly Conditions.** No unsightly condition shall be maintained on any porch, deck or patio and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there. 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.

(c) **Trash.** Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the Common Elements

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except for such short periods of time as may be reasonably necessary to permit periodic collection of trash.

(d) **General.** In general, no activity shall be carried on nor condition maintained by any Co-owner, either in their Condominium Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 10. Use of Common Elements. Sidewalks, yards, landscaped areas, driveways, parking areas, and decks 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, chairs, or benches may be left unattended on or about the Common Elements.

Section 11. Vehicles and Parking.

(a) **Generally – Only Passenger Motor Vehicles Allowed.** Subject to the provisions of sub-Sections (b) through (g) below, any use or storage of motorized vehicles anywhere on the Condominium Premises other than passenger automobiles, motorcycles, pick-up trucks, sport utility vehicles and vans, is absolutely prohibited. The Board may adopt reasonable rules regarding permissible size limitations of any permitted vehicle.

(b) **Recreational Vehicles.** No mopeds, go-carts, house trailers, recreational vehicles, or similar vehicles, such as club wagons, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all-terrain vehicles, snowmobiles or snowmobile trailers may be parked or stored upon the Premises of the Condominium except within the Co-owner's garage with the door closed.

The Board of Directors shall have discretion to issue rules and regulations which provide for the temporary presence or operation of the above-enumerated (or other) recreational vehicles upon the Condominium Premises for proper purposes, such as for the loading and unloading of said vehicles or for visitors or guests who might bring such vehicles to the Condominium. In such cases, the presence of said vehicles shall not be allowed for more than 48 hours on the Condominium Premises, unless housed in a Unit's garage with the door closed.

The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefore beyond the existing provisions of the Condominium's Master Deed and Bylaws.

(c) **Parking.** Each Co-owner shall park their passenger automobile, van, sport utility vehicle or pickup truck in the Co-owner's garage or driveway overnight. Garage doors shall be kept closed at all times except when they are reasonably in use.

The Association has designated three separate parking areas on the Common Elements with their own requirements:

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(i) **Driveways.** Parking is allowed in the driveway which is attached to the Co-owner's Unit and is used to access their garage. Overnight parking is permitted in driveways for the Co-owner's vehicle and for the vehicles of the Co-owner's guests if the vehicle is too large to fit in the Co-owner's garage, and also for vehicle loading and unloading, for up to 48 hours. Time extensions for guest parking in driveways beyond the 48 hours must have prior written Board approval.

(ii) **Guest Parking.** The area located on Pointe Drive and East Pointe Drive has several detached parking spaces provided. Co-owner, guest, work, and commercial vehicles may park in this area on a temporary basis only (up to 48 hours). Parking for longer than 48 hours requires the prior written approval of the Board.

(iii) **Overflow Parking.** West of 7th Street with an entrance off of Lapeer Road is the designated overflow parking area. This area is to be used by non-Co-owners and by Boatwell Unit Owners to access their boat wells, and their guests. All Co-owners also have full use rights for this area on a temporary basis for up to 48 hours for vehicles, boats, trailers, recreational vehicles, and third vehicles, along with any other type of vehicle excluded from other parking areas. Any extended use must have the approval of the prior written Board.

The Association bears no responsibility for any loss or damage incurred by any Co-owner or their guest or Occupant in any of the parking areas described in this sub-Section 11 (c). Usage is on a first-come, first-served basis. Parking spaces are not assignable.

(iv) **Special Events.** The Board may adopt reasonable rules and regulations to govern parking at the Condominium during special events.

(d) **Registration.** Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises.

(e) **Commercial Vehicles.** Commercial vehicles and trucks 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, the term "commercial vehicle" means any vehicle that has any one of the following characteristics:

- (i) more than two axles;
- (ii) gross vehicle weight rating in excess of 10,000 pounds;
- (iii) visibly equipped with or carrying equipment or materials used in a business; or
- (iv) carrying a sign advertising or identifying a business.

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(f) **Nonoperational Vehicles.** Nonoperational vehicles and vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Vehicles which detract from the appearance of the Condominium shall not be parked or stored on the Condominium Premises. Non-emergency maintenance or repair of motor vehicles shall only be performed in the Owner's garage unless the Board of Directors gives the Owner prior written approval to perform the repairs on the vehicle elsewhere on the Condominium Premises.

(g) **Towing.** The Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof.

The Board of Directors may make reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 12. Signs; Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, without the advance written permission of the Association's Board of Directors. This prohibition includes, but is not limited to, "Open," "For Sale," "For Rent," and political signs. The Association shall have discretion to allow certain open house signs of a size, and during such times, as the Association may establish through duly adopted Rules and Regulations.

Section 13. Rules and Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by the 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.

Regulations that only affect the Boatwell Units need only be furnished to the Owners of Boatwell Units, and regulations that affect only the Residential Units need only be furnished to the Owners of Residential Units. Any regulation that affects both types of Unit Owners must be furnished to the Owners of all of the Units in the Condominium.

Any regulation or amendment that affects only the Boatwell Units may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners of Boatwell Units. Any regulation or amendment that affects only the Residential Units may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners of Residential Units. Any regulation or amendment that affects both types of Unit Owners may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners of all of the Units in the Condominium.

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Section 14. Right of Access of Association. The Association or its duly authorized agents shall have access to each Condominium Unit and any appurtenant Limited Common Elements from time to time, during reasonable working hours, and 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 Condominium Unit and any appurtenant Limited Common Elements at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Condominium Unit.

It shall be the responsibility of each Co-owner to provide the Association means of access to their Condominium Unit and Limited Common Elements during all periods of absence and, in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to their Condominium Unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

In the event that it is necessary for the Association to gain access to a Unit to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws, including all damages resulting from any Co-owner or their family, occupants, invitees or contractor's failure or delay in providing access to the Association. The Association shall have no liability for damages to Co-owner alterations, betterments, improvements or customizations resulting from the Association's efforts to gain access to any Common Element nor shall the Association be held liable for the expenses of the removal or replacements of any such obstructions.

Section 15. Landscaping and Decoration of Common Elements; Holiday Lighting; Exterior Lighting.

(a) **No Landscaping on Common Elements without Association Approval.** No Co-owner shall perform any landscaping by removing or planting any trees, bushes, shrubs, flowers, mulch, or installing any stones, landscaping blocks or edging upon the Common Elements unless the same is approved by the Association's Board in writing and is in total conformance with the Bylaws and the Association's rules and regulations regarding landscaping as may be published from time to time.

All approvals given by the Board to a Co-owner for landscaping shall be set forth in a recordable Consent to Alteration/Modification Agreement pursuant to Section 3 of this Article.

(b) **Co-owner Duty to Maintain Landscaping Alterations.** Any landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner, if and when approved by the Board under sub-Section 15 (a), shall be the responsibility of

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the Co-owner to maintain. The Co-owner's duty to maintain such landscaping shall pass to all subsequent Owners of the Unit, and the Consent to Alteration/Modification Agreement executed by the Board and the Co-owner for the landscaping shall state this requirement. In the event that such Co-owner fails to adequately maintain such landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof.

(c) **Co-owner Liability for Landscaping Alterations.** Co-owners may not install any landscaping in any event that might adversely affect drainage on the Common Elements. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers, or the continued maintenance thereof. Should access to any Common Elements of any sort be required, or should any materials specified in this Section interfere with maintenance or services provided by the Association, the Association may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access and/or performance of such services, nor shall the Association be responsible for monetary damages of any sort arising out of any such actions.

(d) **Pots and Containers.** Notwithstanding the other provisions of this Section 15, Co-owners may have flower pots and containers on their Limited Common Element areas for their Residential Units.

(e) **Holiday Lighting.** Holiday lighting and other decorating of the Common Elements shall only be allowed in strict conformance with any Rules and Regulations promulgated by the Association.

(f) **Exterior Lighting.** No spotlights, floodlights or similar type high-intensity lighting shall be placed on the Common Elements or utilized in any Unit which in any way allows light to be reflected upon or into any other Unit or the improvements thereon or upon any Common Elements. Other types of low-intensity lighting which do not disturb other Co-owners or other occupants of the Condominium may be permitted by the Board of Directors in its sole discretion.

Section 16. Co-owner Maintenance. Each Co-owner shall maintain their Unit and any Limited Common Elements appurtenant thereto for which they have maintenance, repair or replacement responsibility in a safe, clean, and sanitary condition.

Each Co-owner shall have the following duties and shall be fully liable for any and all expenses or damages which may result from any failure to perform any of these duties:

(a) maintain their Unit, the non-Common Element items within their Unit, and any Limited Common Elements appurtenant thereto for which the Owner has

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maintenance, repair or replacement responsibility in a safe, clean and sanitary condition, including but not limited to, caulking tubs and shower enclosures, grouting all tile work, and replacing any leaking fixture or appliance.

(b) use due care to avoid damaging any of the Common Elements, other Units or their appurtenances, contents and improvements including, but not limited to, the telephone, water, 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.

(c) maintain heat of at least fifty-five degrees (55) Fahrenheit inside their Unit so as to prevent pipes from freezing.

(d) winterize (close water valves, shut off ice-makers) their Unit and all water spigots on the Unit's exterior during all periods of absence when freezing temperatures may reasonably be anticipated.

(e) cause their Unit to be timely monitored during all periods of absence to assure that all windows and doors are securely closed and locked, no water is escaping from any pipe or fixture or appliance and to assure that adequate heat is being maintained.

(f) promptly report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement and any other circumstances which if not promptly reported and attended to, could result in loss or damage to any Common Element or to any Unit.

(g) adequately insure their Unit in accordance with Article IV.

Each Co-owner shall be responsible for any and all damages or costs to the Association, or to other Co-owners, as the case may be, resulting from any violation of or failure to comply with the aforesaid sub-Sections (a) through (g), or from any other damage to or misuse of any of the Common Elements, non-Common Elements or Units by the Co-owner, or their family, guests, Non-Co-owner Occupants, land contract purchasers, agents or invitees, whether or not such damage resulted from the negligence of any such parties, unless such damages or costs are covered by insurance carried by the Association.

In the event that the Association's insurance policy covers the damage, then the Co-owner shall have no such responsibility to the extent that the Association policy proceeds cover the loss. If full reimbursement to the Association is excluded by virtue of a deductible provision, then the responsible Co-owner shall bear the expense to the extent of the deductible amount, in accordance with Article IV, Section 2 (f) of these Bylaws and relevant provisions of the Master Deed. Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

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The Co-owners shall have the responsibility to report to the Association any Common Element in or about their Unit which has been damaged or which is otherwise in need of maintenance, repair or replacement and any other circumstances which if not promptly reported and attended to, could result in loss or damage to any Common Element. All damages resulting from the failure of the Co-owner to report any of the foregoing items may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each Co-owner shall have these responsibilities and liabilities regardless of whether they occupy the Unit or the Unit is occupied by the Owner or a Non-Co-owner Occupant.

Section 17. Drones. For the safety and privacy of all owners and occupants in the Condominium and to protect improvements at the Project, no drones, unmanned aerial vehicles (UAV), or similar remote- or radio-controlled aerial devices shall be allowed or flown anywhere in the Project outside a building, and/or in any Boatwells, except as might be expressly permitted or required by any federal or state law. Any such devices found unattended on the Common Elements may be confiscated by the Association and deemed abandoned by the owner, in which event the Association and its agents shall have absolutely no liability whatsoever to the owner of the drone, vehicle or device for such confiscation. Notwithstanding the foregoing, drones that are used or operated by contractors for maintenance purposes on the Common Elements are permitted.

Section 18. Electric Vehicle Charging Stations. The Board may promulgate, adopt and enforce rules providing for reasonable restrictions on the installation and use of electric vehicle charging stations ("EVCS") in General Common Element areas of the Condominium. Such rules are permitted provided they do not significantly increase the cost of the station or significantly decrease the efficiency or specified performance. Further, such rules may restrict installation in the General Common Element areas and may require that the Association be indemnified for any loss or damage caused by the installation, maintenance, or use of EVCS.

As a pre-requisite to the installation of an electric vehicle charging station, the Co-owner must provide an engineer's opinion that the electric service for the Condominium is robust enough to withstand the additional demand for charging electric vehicles, not just for the Co-owner, but for other Co-owners of the Condominium who might make a similar request in the future.

Any Owner whose application for the installation of an EVCS has been approved, must:

- (a) comply with the Association's architectural standards for the installation of the charging station,
- (b) engage a licensed and insured contractor to install the charging station,
- (c) meet all applicable health and safety standards, building codes and other requirements imposed by state and local authorities, as well as all other applicable zoning, land use or other ordinances, or land use permits,

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(d) within fourteen (14) days provide a certificate of insurance that names the Association as an additional insured under the Owner's insurance policy in the amount of One Million Dollars (\$1,000,000.00), and

(e) pay for the costs to install the station and for the electricity usage associated with the charging station.

Section 19. Anti-Harassment Policy. Co-owners, occupants, licensees, invitees, and guests of the Condominium and their family members shall not engage in any abusive, threatening, profane or harassing behavior, either verbal or physical, or any other form of intimidation or aggression directed at the Board of Directors or at any other Co-owner, occupant, licensee, invitee, family member or guest of the Condominium, nor shall they engage in any such behavior directed toward the Association's property manager, its agents or employees, or at any other vendor or contractor of the Association.

The Association may impose fines against a Co-owner for any violation of this Section in accordance with Article XVIII, Section 1 (d) of these Bylaws, in addition to pursuing any further remedies that might be available to it under the Condominium Documents or other applicable law.

Section 20. Assessment of Costs of Enforcement. Any and all costs, damages, expenses, attorney's fees and costs (including but not limited to any pre-litigation attorney fees and costs) incurred by the Association in enforcing any of the restrictions set forth in this Article VI or any other provision of the Condominium Documents and/or any rules and regulations made by the Board of Directors of the Association under Article VI, Section 13 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII

MORTGAGES

Section 1. Co-owner Duty to Give Notice. Any Co-owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee within thirty (30) days of execution of the mortgage by the Co-owner. The Association of Co-owners shall maintain such information in a book entitled, "Mortgages of Units."

Section 2. Association Duties to Give Notice. The Association, upon receiving a written request, shall promptly issue notice to each holder, insurer or guarantor of a first mortgage upon the occurrence of any of the following:

(a) Any proposed amendment of the Condominium Documents effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining

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thereto and/or (ii) interests in the General or Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto and/or the number of votes in the Association appertaining to any Unit;

(b) The purposes to which any Unit or the Common Elements are restricted;

(c) Any proposed termination of the Condominium Project;

(d) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(e) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgagee of such eligible holder, insurer or guarantor, where such delinquency has continued for sixty (60) days;

(f) Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to paragraph 14 (a) (i) of HUD Manual 4265.1 Appendix 24;

(g) The issuance of notice of an official meeting of the membership in which case each holder, insurer or guarantor of a first mortgage shall be allowed to designate a representative to attend such meeting;

(h) Any default by the Co-owner of such Condominium Unit in the performance of their obligations under the Condominium Documents which is not cured within sixty (60) days; or

(i) The name and address of each company insuring the Condominium against fire, and other perils under the Special Form coverage provided by the Association under Article IV of these Bylaws, including the amounts of such coverage. Upon request, the Association shall furnish an individual mortgagee with complete information on all insurance carried by the Association of Co-owners.

ARTICLE VIII

VOTING

Section 1. Vote. Each Co-owner shall be entitled to one vote for each Residential Unit or Boatwell Unit owned. If a Co-owner owns both a Boatwell Unit and a Residential Unit, the Co-owner shall still only have one vote in any matter on which both Residential Unit Owners and Boatwell Unit Owners have a right to vote, as the votes of the Residential Unit Owners and

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the Boatwell Unit Owners on each matter shall be conducted separately in accordance with Section 5, except for the election of Directors. Voting shall be by number.

If a Unit has more than one Co-owner or is owned by a legal entity, then Section 3 of this Article shall determine which Co-owner of the Unit or individual for such entity shall be recognized by the Association as having the right to vote the Unit's vote.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until they have presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. A Co-owner must be in Good Standing in order to be eligible to vote. The right to vote includes the right to sign petitions, and the Co-owner must be in Good Standing at the time of presentation and signature of a petition in order to validly sign or circulate a petition.

Section 3. Designation of Voting Representative. The Co-owner of a Unit shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. The individual designated as the voting representative under this Section must be one of the Co-owners of the Unit that is the subject of the written notice. If a Unit is owned by a corporation or other legal entity, then only the individuals for such entities who would be eligible to serve as Directors under Article XI, Section 1 of these Bylaws may be appointed to serve as voting representatives for such entity-owned Units under this Section 3.

Such notice shall state the name, address, and telephone number of the designated individual voting representative, as well as the name, address, and telephone number of each person, firm, corporation, partnership, association, trust, or other entity who is a Co-owner of the Unit that is the subject of the notice. The notice shall also state the total number of Units in the Condominium that are owned (in whole or in part) by each of the Co-owners of the Unit that is the subject of the notice.

Such written notice shall be signed and dated by the Co-owner of the Unit. If a Unit is owned by two persons or entities, then each Owner must sign the notice. If a Unit is owned by more than two Owners, then the signatures of a majority of the Owners of the Unit is required to designate the individual representative under this Section. The individual representative designated may be changed by the Co-owner(s) of the Unit at any time by filing a new notice in the manner herein provided.

Section 4. Voting. Votes may be cast in person, by proxy, or by a written absentee ballot (including ballots cast by email) duly signed by the designated voting representative who is not present at a given meeting in person or by proxy. Proxies and any written absentee ballots must be filed with the Secretary of the Association, or with such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association.

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Such filings may be made by hand delivery, mail, fax, email, or by any method permitted by the Nonprofit Corporation Act, including all methods of electronic transmission or communication permitted by the Act.

Notwithstanding the foregoing, voting for the election of Directors at the Annual Meeting and for the recall of Directors at a Meeting shall be conducted in person or by proxy only. Only members in Good Standing may vote a proxy for another Co-owner.

In electing Directors at the Annual Meeting, the Boatwell Unit Owners and the Residential Unit Owners shall vote together. Each Co-owner shall have one vote for each Residential or Boatwell Unit that the Co-owner owns. A Co-owner that owns both types of Units shall still only have one vote to cast in an election per open Board seat. The candidates that win election to the Board shall be those Co-owners who receive the highest total number of Boatwell Unit and Residential Unit votes via a plurality.

Cumulative voting shall not be permitted. "Cumulative voting" is defined as voting conducted in any election whereby the number of votes each Unit Owner gets to cast in the election is based on the number of Directors to be elected and the Owner is permitted to cast more than one (or all) of their votes for one candidate.

Any action which could be authorized at an annual or special meeting of the members, other than the election or recall of directors, may be authorized without a meeting by the majority vote of the membership by written ballot in accordance with Section 408 of the Nonprofit Corporation Act. The ballot provided to the members shall set forth each proposed action, provide an opportunity for the members to vote for or against each proposed action, and shall specify a time by which the corporation must receive a ballot in order to be counted as a vote of the member. The time specified shall be not less than 20 or more than 90 days after the date the Association provides the ballot to the members.

Section 5. Majority; Residential and Boatwell Unit Voting; Approval of Actions by Written Ballot. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those Co-owners in number who are eligible to vote and present in person or by proxy or by written absentee ballot 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.

Boatwell Unit Owners shall not have any right to vote on any Association matters that only affect the Residential Unit Owners and do not materially affect the rights or obligations of the Boatwell Unit Owners. The Residential Unit Owners shall not have any right to vote on any Association matters that only affect the Boatwell Unit Owners and do not materially affect the rights or obligations of the Residential Unit Owners. When a vote only affects one class of Unit Co-owners, a "majority" shall mean more than fifty (50%) percent of the Co-owners of that class only who are eligible to vote and present in person or by proxy or by written absentee ballot at a given meeting of the members of the Association.

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For any Association matters that affect both classes of Unit Owners, the approval of the Association shall require the approval of more than fifty (50%) percent of the Co-owners of each class of Unit (Residential and Boatwell) who are eligible to vote and present in person or by proxy or by written absentee ballot at a given meeting of the members of the Association. For such votes, each class shall vote separately, and a Co-owner shall have one vote for each Residential Unit held (in the Residential Unit vote) and one vote for each Boatwell Unit held (in the Boatwell Unit vote).

For actions approved by written ballot without a meeting, an action is considered approved if the total number of members voting or the total number of member votes cast in ballots received by the Association by the time specified in the ballots equals or exceeds the quorum required to be present at a meeting to take the action, and the number of favorable votes equals or exceeds the number of votes that would be required to approve the action at a meeting at which the number of votes cast by members present in person, by proxy or by written absentee ballot was the same as the number of votes cast by written ballot.

ARTICLE IX

MEETINGS

Section 1. Location; Procedure. Meetings of the Association shall be held at such 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 shall be conducted in compliance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the laws of the State of Michigan.

Section 2. Annual Meeting; Agenda; Informational Meeting. Annual Meetings of members of the corporation shall be held during the month of May, or during such other month and at such date, time and place as the Board of Directors shall direct. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article VIII of these Bylaws. The Co-owners may also transact at Annual Meetings such other business of the Corporation as may properly come before them. At the Annual Meeting of members, the order of business shall be as follows:

- (a) Calling the meeting to order.
- (b) Proof of notice of the meeting.
- (c) Determination of Quorum.
- (d) Reading of minutes of the last previous Annual Meeting.
- (e) Reports from officers.

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- (f) Reports from committees.
- (g) Election of directors.
- (h) Miscellaneous business.

Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be president, vice president, secretary and treasurer.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Association or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Membership Meeting Notices. 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 of record, at least thirty (30) calendar days but not more than sixty (60) calendar 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 VIII, Section 3 of the Condominium Bylaws shall be deemed notice served.

Each member shall be deemed to have consented to receiving notices electronically via email or text if they provide the Association with their email address or their phone number for texting purposes. 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. Quorum. The presence in person or by proxy or written ballot of thirty-five (35%) percent in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. For any matters where the Residential and Boatwell Unit Owners are required to vote separately as a class, quorum for any meetings called to vote on such matters shall be the presence in person or by proxy or written ballot of thirty-five (35%) percent in number of the Units qualified to vote in each class of Unit. The written ballot 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 ballot is cast.

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Section 6. Adjournment for Lack of Quorum. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to another date, time and place. If the Board of Directors does not announce the time and place for the adjourned meeting at the meeting at which the adjournment is taken, then the Association shall give proper notice of the time and place of the adjourned meeting to the Co-owners as required by these Bylaws and the Nonprofit Corporation Act.

Section 7. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy or written ballot; and if, either before or after the meeting, each of the members not present in person or by proxy or written ballot signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

The minutes taken at each meeting of the Co-owners shall record, at a minimum:

- (a) An explanation of each major matter discussed at the meeting;
- (b) Each issue on which a vote is taken; and
- (c) The number of votes for and against any matter on which a vote is taken.

The Board of Directors shall distribute the unapproved minutes of previous year's Annual Meeting minutes to the membership at least sixty (60) days prior to the date of the current year's Annual Meeting.

ARTICLE X

BOARD OF DIRECTORS

Section 1. Eligibility. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation or the legal spouse of a member, except that officers, partners, trustees, employees or agents of members that are legal entities and not individual persons may be designated by such entities to serve as Directors, if elected, of the corporation. Directors shall serve without compensation. No candidate for election or appointment

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to the Board of Directors shall be eligible to serve (or if already elected or appointed, to continue to serve) if they are not in Good Standing.

Only one person per Unit shall be eligible as a candidate notwithstanding the fact that the Unit is jointly owned by two or more persons and/or entities.

No legal entity (such as a corporation, partnership, trust or limited liability company) shall itself be eligible to serve as a Director of the Association. If a member is a partnership, then only a partner thereof shall be qualified and eligible to serve as a Director. If a member is a corporation, then only a shareholder or a director thereof shall be qualified and eligible to serve as a Director. If a member is a limited liability company, then only a member of the company shall be qualified and eligible to serve as a Director. If a member is a Trust, then only a trustee of the trust shall be qualified and eligible to serve as a Director.

Section 2. Size; Terms of Office. The Board of Directors shall be composed of five (5) persons who shall manage the affairs of the Association, subject to the provisions regarding the Board's discretion to fill a vacancy created by a Director's resignation set forth in Section 4 of this Article.

Directors shall serve until their successors are elected and take office at the first meeting of the Board. The term of office for each Director elected by the membership shall be two (2) years. The Board shall have staggered terms of office, with either two (2) or three (3) Directors being up for election each year.

Section 3. Powers; Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

To the extent that the Condominium Documents or the Act vest a power in the Board of Directors, such a power shall be exclusively vested in the Board and may not be exercised or assumed by the Co-owners (unless the Condominium Documents, the Act or other applicable law expressly require that the Co-owners have a right to exercise or assume such a power).

The Directors have fiduciary duties to the membership, including the duty of loyalty to act only in the best interests of the members, as well as the duties of care and good faith. The Directors shall at all times govern themselves and their conduct in full accordance with these fiduciary duties.

In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

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(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof;

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association; and to enforce assessments through liens and foreclosure proceedings where appropriate;

(c) To carry insurance and collect and allocate the proceeds thereof. in the manner set forth in Article IV of these Bylaws;

(d) To restore, repair or rebuild the Condominium, or any portion thereof, after occurrence of casualty, and to negotiate on behalf of all of the members in connection with any taking of the Condominium, or any portion thereof, by eminent domain;

(e) To own, maintain and improve, and to buy, sell, convey, assign, transfer, mortgage or lease (as landlord or Tenant); or otherwise deal in any real or personal property, including, but not limited to, any Condominium Unit, General Common Elements, easements, rights-of-way, licenses or any other real or personal property, whether or not contiguous to the Condominium, to benefit the Members of the Association and to further any of the purposes of the Association;

(f) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by Co-owners representing the affirmative vote of at least seventy five percent (75%) of all of the Units in the Condominium in number;

(g) To make rules and regulations in accordance with Article VI, Section 13 of these Bylaws;

(h) 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 which are not by law or the Condominium Documents required to be performed by the Board;

(i) To make rules and regulations or to enter into agreements with institutional lenders, or both, for the purpose of obtaining mortgage financing for members which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the federal government, the State of Michigan, the County of St. Clair the City of Port Huron, or any other agency or unit of government;

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(j) To enforce the provisions of the Master Deed and Bylaws of the Condominium, and of the Articles of Incorporation and such Bylaws, rules and regulations of the Association as may hereafter be adopted;

(k) To sue on behalf of the Association and to assert, defend or settle claims on behalf of the Members with respect to the Condominium and its Common Elements;

(l) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by the Michigan Condominium Act, as amended;

(m) In general, to enter into any kind of activity, to make and perform any contract and to execute all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon non-profit corporations by the laws of the State of Michigan.

Section 4. Management Agent. The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed above, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the 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.

In the event that a Director resigns or is deemed to resign under any provisions of these Bylaws and there still remains at least three (3) Directors on the Board after the resignation, the remaining Directors may choose, in their discretion, to either appoint a replacement Director under this Section 5, or they may leave the Director's seat vacant until the next Annual Meeting, at which point the seat shall be filled at the next Annual Meeting by the Co-owners.

When a vacancy created by a Board member's resignation is filled at the next Annual Meeting, in the event that the term of the Director who resigned was not due to expire for another year, then the person elected at the Annual Meeting to fill the vacancy shall serve out the remaining year of the term of the Director who resigned (or who was deemed to resign under these Bylaws).

Section 6. First Meeting of the Board. The first meeting of a newly elected Board of Directors shall be held at the next Regular meeting of the Board, but in no event shall the meeting be held more than ten (10) days from the date of election. Notice of the meeting shall be

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given to the Directors as prescribed in Section 8 of this Article X. The purpose of this meeting shall be the election of officers and such other matters as might come before the Board at a Regular meeting. If the date, place and time of the first Board meeting is set at the membership meeting at which the new Directors were elected and the majority of the Board is present at said meeting, then the Board need not provide any written notice for the first Board meeting.

After any election of new Directors at an Annual Meeting or the resignation of any Director, the Directors who are no longer serving on the Board shall turn over all minutes, financial statements, maintenance schedules, alteration/modification forms, project proposals, contracts and all other Association records, documents and Association personal property of any kind in their possession or control to the remaining and newly-elected Directors no later than the date of the First Meeting of the Board (if after an Annual Meeting) or the date of next Board meeting that takes place after the Director's resignation (if after a resignation).

Section 7. Regular Board Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least four (4) 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, by mail, fax, telephone, or email, at least ten (10) days prior to the date named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors shall be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone, or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall also be called in like manner and on like notice by the President upon his or her receipt of a written request that a special meeting be called from any two Directors other than the President.

Section 9. Recall. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by the affirmative vote of those Co-owners who represent more than fifty (50%) percent of all of the Units in the Condominium, and a successor may then and there be elected to fill any vacancy thus created.

For any recall vote, the vote must be conducted and approved on a per-class basis in accordance with Article VIII, Section 5. More than fifty (50%) of the Residential Unit Owners and more than fifty (50%) of Boatwell Unit Owners must vote in favor of recalling the Director for the recall to be approved by the Association under this Section 9.

The quorum requirement for the purpose of filling such vacancy shall be the normal twenty-five (35%) percent requirement set forth in Article IX, Section 5. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Any Director who shall fail to attend any three (3) consecutive regular meetings of the Board shall be deemed to have automatically resigned effective as of the adjournment of the third

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meeting missed. Upon such resignation, a successor shall be appointed by the remaining members of the Board as if a vacancy had been created through resignation as provided in Section 5 above.

Section 10. Board Voting on Actions without a Meeting. Directors may vote via email without a meeting only if all Directors concur in the action that is the subject of the vote. In such event, the vote shall have the same effect as if a meeting had been physically held. The emails containing the approvals of all of the Board members of the action or decision shall be added to the minutes at the next Board meeting.

Section 11. Meetings – Remote Communication. Directors may also participate in Board meetings via telephone conference call, video/internet conferencing (e.g., Skype, Facetime, etc.), or by any other means of remote communication by which all persons can communicate with each other. Participation in a Board meeting by such means shall constitute being present in person at the meeting for any and all purposes.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by such Director of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 14. Fidelity Bonds; Employee Dishonesty Insurance. The Board of Directors shall require that all directors, officers, agents and employees of the Association handling or responsible for Association funds shall be covered by adequate fidelity bonds and/or employee dishonesty insurance purchased by the Association. The premiums on such bonds and insurance shall be expenses of administration. Such bonds or insurance shall not be less than the amount of the reserve funds plus a sum equal to three month's aggregate assessments on all Units.

Section 15. Executive Sessions. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors.

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Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes which reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules. The Co-owner shall be responsible for the Association's costs incurred in producing the requested copies.

Section 16. Conflicts of Interest. In the event any Director shall have any relationship or transactions with, or interest in, any person or entity with whom or which the Association may have any contractual dealings, such Director shall have an affirmative duty to disclose such relationship, transactions, or interest, in writing, to the Board of Directors at a Board meeting as soon as such contractual dealings are contemplated or initiated.

The proposed contractual dealings must be fair to the Association at the time entered into, and the Director must disclose or make known to the Board all material facts of such relationships, transactions, and/or interests.

If a Director has any such relationships, transactions or interest, he shall recuse himself from any vote taken by the Board to ratify or approve the contractual dealings.

Section 17. Meeting Minutes. Minutes shall be taken at each meeting of the Board of Directors. Such minutes shall:

- (a) identify all persons present during the meeting and the time present (if not present for the entire meeting);
- (b) record an explanation of the subject of each matter discussed; and
- (c) state each issue on which a vote is taken.

The minutes for the executive session portion of Board meetings shall be kept separately from the minutes of the regular session of such meetings. Minutes of executive sessions of Board meetings may only be disclosed to the general membership in accordance with Section 15 of this Article.

ARTICLE XI

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be members of the Board of Directors. The Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in their judgment may be necessary. Any and all such officers must also be members of the Association. Any

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two offices except that of the President and Vice President may be held by one person. Officers shall not be compensated for their services as officers but may be reimbursed for reasonable out-of-pocket expenses.

(a) **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to chair membership and Board meetings and to appoint committees from among the members of the Association to assist in the conduct of the affairs of the Association.

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

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he or she shall have charge of such books, contracts, records, financial statements and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary. The Secretary, or, in the absence or disability of the Secretary, the Treasurer, shall sign the minutes upon approval.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. The Treasurer shall review and oversee payment of all invoices and shall review the monthly and annual financial statements of the Association. The Treasurer shall monitor the reserve funds of the Association and consult with the Board as necessary concerning such funds.

To the extent permitted by law and these Bylaws, the Treasurer's duties described herein may be delegated, in whole or in part, to a professional management agent to be performed on the Board's behalf and subject to its regular review pursuant to Article X, Section 4 of these Bylaws.

All decisions concerning reserve funds shall be made by the Board exclusively and shall not be delegated to any third party in any event. Withdrawals from reserve funds shall be approved in advance by signature of at least one director if payable to the Association; if payable to any other party the signature of at least two directors shall be required. Reserve funds shall be used only for such purposes as are permitted under Michigan law.

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Section 2. Election. After each annual meeting of the Association, the Board of Directors shall elect Officers at its first organizational meeting. Officers shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed from his or her officership either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

An officer who is removed from his or her officership shall remain on the Board as a Director at large unless otherwise removed from the Board by the Co-owners under Article X, Section 9 of these Bylaws.

Section 4. Miscellaneous Duties. The officers shall have such other duties, powers and responsibilities as may be authorized by the Board of Directors from time to time.

ARTICLE XII

RECORDS AND FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non-privileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours, subject to the other provisions of this Article and the Condominium Documents generally.

Section 2. Co-owner's Right to Inspect. A member has the right to inspect the Association's books, contracts, records and financial statements in accordance with these Bylaws, as well as the rights and remedies afforded to members under the Michigan Condominium Act, MCL 559.157 (1), the Nonprofit Corporation Act, MCL 450.2487, and any other applicable law. A member who is a Director may examine any of the Association's book, records, contracts and financial statements for a purpose reasonably related to his or her position as a Director.

A Co-owner desiring to view records of the Association pursuant to the Nonprofit Corporation Act, MCL 450.2487, shall tender a prior written demand to the Board of Directors describing the following aspects of the request with reasonable particularity:

- (a) the purpose of the inspection;
- (b) the records that the Co-owner desires to inspect; and

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(c) how the records sought are directly connected to the purpose of the inspection.

For purposes of this Section, a "proper purpose" means a purpose that is reasonably related to a Co-owner's interest as a member of the Association, and as further defined in the Condominium's Master Deed.

A member's right to inspect the Association's books, contracts, records and financial statements under the Bylaws and all applicable laws shall be cumulative and not exclusive. An owner may choose to exercise some or all of these legal rights in their discretion, and a Member's failure to exercise any of these rights shall not constitute a waiver of any rights. The "right to inspect" under this Section includes the right of the Co-owner to make copies (including photographic copies of the documents inspected) and to make extracts from the records. The Association may assess the Co-owner a reasonable charge for the cost of any copies requested by the Co-owner.

Section 3. Limits on Co-owner's Right to Inspect. Notwithstanding the foregoing, a Co-owner does not have the right to inspect, copy or make extracts of the books, records, contracts and financial statements of the Association if the Board of Directors has made a good faith determination, in its sole discretion, that one or more of the following applies to the documents requested for inspection and copying by the Co-owner:

(a) The documents contain privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules;

(b) The documents contain information regarding any unpaid amounts owed by a specific Owner to the Association;

(c) Disclosure of the documents requested would impair the lawful purposes of the Association;

(d) Disclosure of the documents would impair the rights of privacy or free association of any Co-owner of the Association; or

(e) Disclosure of the documents may compromise or adversely affect the Association in any pending or threatened legal proceedings.

Section 4. Financial Statements. 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. The financial statement shall be distributed to the Co-owners along with the Notice for the Annual Meeting each year.

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The Board of Directors shall annually engage a qualified, independent certified public accountant to perform a review or audit of the books of account. Pursuant to MCL 559.157 (3), the Association may opt out of conducting a review or audit on an annual basis by an affirmative vote of a majority of the members.

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 therefore. The costs of any such audit and any accounting expenses shall be expenses of administration.

Upon receiving a written request from a Co-owner, the Association shall mail to the Co-owner its balance sheet as of the end of the preceding fiscal year, statement of income for that fiscal year, and, if prepared by the Association, its statement of source and application of funds for that fiscal year.

Section 5. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the 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 directors for accounting reasons or other good cause.

Section 6. Depositories. The funds of the Association shall be initially deposited in such credit unions, banks or with insured securities brokers or invested in federally insured securities as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such banks or credit unions as are insured by an agency of the federal government and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS; **DIRECTORS AND OFFICERS INSURANCE**

In regard to the indemnification, insurance and protection from liability of Directors, Officers, agents and non-Director volunteers, the Association shall be governed by this Article XIII as well as Articles VIII and IX of the Association's Amended and Restated Articles of Incorporation, which are hereby incorporated by reference, as they might be amended from time to time.

Section 1. Indemnification of Directors, Officers, and Nondirector Volunteers - Generally. The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal,

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administrative or investigative and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Director, Officer, nondirector volunteer, agent or employee of the Association, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members, was not guilty of willful and wanton misconduct or gross negligence and, with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

The termination of an action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful or was not guilty of willful and wanton misconduct or gross negligence; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon settlement by the Director, Officer or other person seeking such reimbursement or indemnification, the indemnification provided for herein shall apply only if the Board of Directors (with the person seeking reimbursement or indemnification abstaining) approves such settlement and reimbursement or indemnification as being in the best interest of the Association.

The foregoing right of reimbursement or indemnification shall be in addition to and not exclusive of other rights to which such Director, Officer or other person may be entitled. At least ten (10) days prior to payment of any reimbursement or indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 2. Indemnification of Directors, Officers, and Nondirector Volunteers – Derivative Actions in the Right of the Association. The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action or suit in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, nondirector volunteer, agent, or employee of the Association, against expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action or suit, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and was not guilty of willful and wanton misconduct or gross negligence.

Indemnification shall not be made for a claim, issue or matter in which the person has been found to be liable to the Association except to the extent authorized by Section 564c of the Business Corporation Act.

Section 3. Directors and Officers Liability Insurance. The Association shall provide liability insurance for every Director, Officer, employee, nondirector volunteer or agent

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of the Association for the same purposes provided above in Sections 1 and 2 and in such amounts as may reasonably insure against any potential liability asserted against the person and incurred by the person in that capacity or arising out of the person's status as such.

With prior written consent of the Association, a Director or an Officer of the Association may waive any liability insurance for such Director's or Officer's personal benefit. No Director or Officer shall collect for the same expense or liability under Sections 1 or 2 above and under this Section 3; 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 Sections 1 or 2 above.

ARTICLE XIV

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may only be proposed as follows:

(a) By the Board of Directors of the Association acting upon the vote of the majority of the directors; or

(b) In a written instrument signed by one-third (1/3) in number of all of the Co-owners of the Condominium. If a proposed amendment only affects one class of Co-owner (Residential or Boatwell), then only 1/3 in number of the Co-owners in that class of Unit must sign the written instrument.

The Association shall be required to provide prior written notice to all of the Co-owners of the Condominium of the text of any and all proposed amendments to these Bylaws before a vote of the membership may be held on the amendments.

Section 2. Membership Meetings Regarding Amendments; Voting by Written Ballot. A meeting of the membership shall be duly called in accordance with these Bylaws to discuss and review with the Co-owners any proposed amendment that would require a vote of the Co-owners under the Michigan Condominium Act. Such a membership meeting must be held to review the proposed amendments with the Co-owners in any and all events. The actual vote on the amendments may (but need not) take place at this same membership meeting.

Notwithstanding any other provision of these Bylaws, the Association may conduct a Co-owner vote on proposed amendments solely by written ballot under Section 408 of the Nonprofit Corporation Act and these Bylaws as long as at least one (1) meeting of the membership has been held to discuss and review the proposed amendment prior to the written ballot vote.

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Section 3. Co-owner Approval – Residential and Boatwell Units. The Co-owners of the Residential Units shall not have any right to vote on any amendments to the Condominium Bylaws that do not materially affect the legal rights or obligations of the Co-owners of Residential Units. The Co-owners of the Boatwell Units shall not have any right to vote on any amendments to the Condominium Bylaws that do not materially affect the legal rights or obligations of the Co-owners of Boatwell Units.

Whenever a proposed amendment to the Condominium Documents would materially alter or affect only the rights or obligations of the Co-owners of Residential Units, such an amendment shall only require the approval of two-thirds (2/3) of the Co-owners of the Residential Units entitled to vote as of the record date for such vote.

Whenever a proposed amendment to the Condominium Documents would materially alter or affect only the rights or obligations of the Co-owners of Boatwell Units, such an amendment shall only require the approval of two-thirds (2/3) of the Co-owners of the Boatwell Units entitled to vote as of the record date for such vote.

Whenever a proposed amendment to the Condominium Documents would materially alter or affect the rights or obligations of both the Co-owners of Boatwell Units and the Co-owners of Residential Units, such an amendment shall require the approval of both two-thirds (2/3) of the Co-owners of the Boatwell Units entitled to vote as of the record date for such vote, as well as two-thirds (2/3) of the Co-owners of the Residential Units entitled to vote as of the record date for such vote.

For purposes of this Article, a “material” amendment is an amendment to the Condominium Bylaws that in any way alters or changes a Co-owner’s legal rights or obligations under the Condominium Bylaws, or which give the Bylaws a different legal effect in regard to Co-owners.

A person causing or requesting an amendment shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-owners, the costs of which are expenses of administration.

Section 4. Mortgagee Approval. Whenever a proposed amendment would materially alter or change the rights of mortgagees (as defined in Section 90a(9) of the Act), such amendment shall require the consent of not less than sixty-six and two-thirds (66 2/3%) percent of all mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Act.

Section 5. Board’s Power to Enact Non-Material Amendments for Specific Purposes. The Association may (acting through a majority of its Board of Directors and without the consent of any Co-owner or any other person) amend these Bylaws as long as the amendments do not materially affect any rights of the Co-owners in the Condominium or impair the security of any mortgage holder, but only if the amendments serve at least one of the following specific purposes:

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- (a) to correct survey errors or any other types of errors in the Bylaws;
- (b) to maintain the Bylaws in compliance with the Condominium Act or the Nonprofit Corporation Act;
- (c) to facilitate conventional mortgage loan financing or refinancing for existing or prospective Co-owners; or
- (d) to enable the purchase of such mortgage loans 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.

Section 6. When Effective. For all amendments, Co-owners shall be notified of the proposed amendments not less than ten (10) days before the amendment is recorded with the Register of Deeds. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the St. Clair County Register of Deeds.

Section 7. Binding. 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 XV

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, Non-Co-owner Occupants, 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.

ARTICLE XVI

CAPTIONS AND EXAMPLES

The captions and examples contained in these Condominium Bylaws are for illustrative and convenient reference only, and shall not add to or detract from nor in any way expand or limit the content of the Articles and Sections set forth herein.

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ARTICLE XVII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE XVIII

REMEDIES FOR DEFAULT

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

(a) **Legal Action.** Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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) **Recovery of Fees and Costs.** In the event of a default of the Condominium Documents by a Co-owner and/or Non-Co-owner Occupant or guest, the Association shall be entitled to recover from the Co-owner and/or Non-Co-owner Occupant or guest, any and all pre-litigation costs, expenses and attorney fees incurred in obtaining their compliance with the Condominium Documents. The Association may assess such amounts to the Co-owner in default in the same manner as other assessments under Article II of these Bylaws.

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 attorney fees, (not limited to statutory fees) as may be determined by the Court.

The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

(c) **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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

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expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein. The Association may assess any and all expenses, attorney's fees and costs incurred arising out of or relating to the removal or abatement in the same manner as assessments under Article II of these Bylaws and Sections 1 and 2 of this Article XVIII.

(d) **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, Non-Co-owner Occupant, or guest, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their family, guests, Non-Co-owner Occupants, or any other person admitted through such Co-owner to the Condominium Premises. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

The Board of Directors, without the necessity of an amendment to these Bylaws, may, in its sole discretion, make changes to any of the fines or fine amounts stated herein (including, but not limited to, indexing and adjusting such fines to the rate of inflation), to the periodicity of fines, and/or may adopt alternative fines in accordance with duly adopted Rules and Regulations promulgated in compliance with Article VI, Section 13 of these Bylaws.

(i) **Procedures; Notice of Violation.** Upon any violation being alleged by the Association, a written notice shall be sent to the offending Co-owner describing the facts constituting the alleged violation and the specific restriction alleged to have been violated. The notice shall advise the Co-owner if the alleged violation is of the nature of a Continuing Violation or a Repeat Violation as such terms have been defined later herein. The notice also shall give the Co-owner the opportunity to request a hearing on the alleged violation before the Board of Directors at the next regularly scheduled Board meeting, or at a Special Meeting held at the Board's earliest convenience, but in no event shall the hearing take place fewer than seven (7) days from the date of the notice. At the hearing, the Co-owner shall have the right to appear before the Board and offer evidence in defense of the alleged violation. Failure to respond to the Notice of Violation shall constitute a Default.

(ii) **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 shall issue a written notice of its determination within ten (10) days after the hearing and, upon finding that a violation has occurred, the Board of Directors may levy a fine in accordance with the following subsection. The Board's decision is final.

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(iii) **Default.** Failure to respond to the notice of violation within thirty (30) calendar days or to appear for a hearing before the Board about the violation shall constitute a default.

(iv) **Fine Schedule.** Upon a determination that a violation of any of the provisions of the Condominium Documents has occurred, the following fines may be levied:

1 st Violation	No fine shall be levied
2 nd Violation	\$50.00 fine
3 rd Violation	\$100.00 fine
4 th & Subsequent Violations	\$150.00 fine

The fines levied pursuant to this Section shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first day of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in the Bylaws.

(v) **Repeat Violations – Defined.** For purposes of this Article, the number of a violation (i.e., First, Second, Third, etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents for as long as that Co-owner may be an owner of a Unit or an occupant in the Project, and is not based upon a period of time or on violations of entirely different provisions of the Condominium Documents. Violations of the same provision of the Condominium Documents that are repeated more than once by the same Co-owner shall be known as “Repeat Violations” for purposes of this Article. The fine schedule applicable to repeat violations is set forth in sub-Section (1) d (iv) above.

(vi) **Continuing Violations – Defined.** For purposes of this Article, a “Continuing Violation” is any violation of the Condominium Documents which has persisted for more than one day and which has continued unabated for a period of time at least up until the date on which the notice of violation letter is sent to the Co-owner about the alleged violation.

For any violations that are in the nature of continuing violations, the Board may, in its discretion, levy a fine against the Co-owner in the amount of \$10.00 per day. Such fines shall accrue from the day after the date on which the Association mails written notice of the continuing violation to the offending Co-owner until such time as the violation is cured. If the Board imposed a daily fine amount hereunder, such fine shall be in lieu of (and not in addition to) any fine that could have been assessed to the Owner under sub-Section (1) (d) (iv) - (v) above.

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If the Continuing Violation is upheld at the Board hearing concerning the violation that takes place under Section 1 (d) (ii) of this Article, all fines levied against the Co-owner for the Continuing Violation shall then be added to the Co-owner's account and shall be due and payable on the first day of the following month along with the Co-owner's assessment amount, and shall be collected from the Co-owner in the same manner as unpaid assessments pursuant to Article II hereof.

If the Board finds a Co-owner to be in violation of the Condominium Documents at the hearing that takes place on a Continuing Violation (whether as a result of the hearing or by default), the Association may continue to impose per diem fines for a Continuing Violation and assess them to the Co-owner's account each month as set forth herein without the need for any further or additional Board hearings with the Co-owner regarding the same Continuing Violation until the violation is cured by the Co-owner.

Section 2. Nonwaiver of Right. 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, provision, covenant or condition in the future.

Section 3. Cumulative Rights & Remedies. All rights and remedies granted to the Association or any Co-owner or Co-owners under any terms of the Condominium Documents or in law or equity shall be cumulative and not exclusive. The exercise of any one or more of these rights or remedies by the Association or by a Co-owner shall not in any way constitute an election of remedies, nor shall it preclude the party from exercising such other or different rights or remedies may be available to such party under the Condominium Documents, at law, or in equity.

Section 4. Co-owner's Right to Enforce against the Association, Directors and Officers. 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 who is the prevailing party in any dispute between a Co-owner and the Association or its Directors or Officers may recover reasonable attorney's fees and costs incurred in the dispute, subject to all of the following conditions and limitations:

(a) The Co-owner's right to recover attorney's fees and costs from the Association or its Directors or Officers shall not apply to any fees or costs incurred by the Co-owner which arise out of or relate to any action or effort by the Association to collect any unpaid assessments or other amounts owed or alleged to be owed by the Owner to the Association, regardless of whether the Co-owner prevailed on a claim or defense against the Association or its Directors or Officers over such a matter;

(b) The Co-owner may not recover any pre-litigation attorney's fees or costs;

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(c) The Co-owner's claim or action for which the fees and costs were incurred involved at least one of the following types of claims or disputes:

(i) A dispute over the enforcement or interpretation of the Condominium Documents;

(ii) A claim by the Co-owner to enforce a legal right that he or she has under the Michigan Condominium Act, the Nonprofit Corporation Act, or other applicable law; or

(iii) A claim by the Co-owner brought against the Association's Directors or Officers (including, but not limited to, tort claims) which arises out of or relates to any action or inaction taken by the Director or Officer while acting in their capacity as Directors or Officers of behalf of the Association.

ARTICLE XIX

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.

ARTICLE XX

CONFLICTS

In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern. In the event any provision of these Bylaws conflicts with any provision of the Master Deed, the Master Deed shall govern. In the event that any rules, regulations, or policies adopted by the Board shall conflict with the Bylaws or Master Deed, the Master Deed and Bylaws shall control over such rules, regulations and policies.

ARTICLE XXI

NONDISCRIMINATION POLICY AND FAIR HOUSING COMPLIANCE

The Association and its Board of Directors and Officers do not participate in or tolerate any conduct that might constitute discrimination based upon race, color, national origin, religion, sex, disability, familial status (including children under the ages of eighteen (18) living with parents or

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legal custodians), pregnant women, people securing custody of children under the age of eighteen (18), disability, or LGBT status.

The Association and its Board of Directors and Officers will not enforce any of the provisions in the Condominium Documents or take any other actions or fail to act in any manner that might constitute unlawful discrimination under the Fair Housing Act or any other applicable federal, state or local laws against such discriminatory conduct.

The Association makes reasonable accommodations in its policies and procedures and permits reasonable modifications of the Condominium Premises where necessary or appropriate to comply with Fair Housing laws.

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