

EXHIBIT A  
TO  
MASTER DEED

LIBER 730 PAGE 793

MEADOWBROOK CONDOMINIUMS

COMBINED CONDOMINIUM AND  
ASSOCIATION BYLAWS

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## MEADOWBROOK COMBINED CONDOMINIUM AND ASSOCIATION BYLAWS

ARTICLE I  
ASSOCIATION OF CO-OWNERS

**Section 1. Organization.** Meadowbrook, a residential site condominium project located in Bath Township, Clinton County, Michigan, shall be administered by a Michigan non-profit member corporation known as the Meadowbrook Condominiums Owners Association ("the Association"). This non-profit corporation has been organized under applicable Michigan law and shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents, duly adopted rules and regulations of the Association, and applicable local and state law. These Bylaws are designed as the combined Bylaws and relate to both the general manner in which the Condominium and the common affairs of the Co-owners of the Condominium Units shall be administered and to the organization of the Association under the Michigan Non-profit Corporation Act. Any reference to "Bylaws", "Corporate Bylaws" or "Condominium Bylaws" shall be a reference to these Bylaws. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Condominium Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents, rules and regulations of the Association, and state and local law and ordinance.

**Section 2. Compliance.** All present and future Co-owners (who shall be "Members" of the Association as provided in Article I, Section 4(a), below; the terms "Member" and "Co-owner" are used interchangeably herein), Mortgagees, tenants and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any Condominium Unit, shall be subject to and comply with the provisions of the Act, the Master Deed, these Condominium Bylaws, Articles of Incorporation, Association Bylaws, and Rules and Regulations of the Association including, without limitation, any provision thereof pertaining to the use and operation of the Condominium Premises and the Condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, the act of occupying a Unit, or presence in the Condominium shall constitute an acceptance of the provisions of the Condominium Documents, and an agreement to comply therewith.

**Section 3. Purpose of Bylaws.** These Bylaws shall govern the general operation, maintenance, administration, use and occupancy of the Condominium, and all such activities shall be performed in accordance with the provisions hereof.

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**Section 4. Membership and Voting.** Membership in the Association and voting by Members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner, including the Developer, shall be a Member of the Association, and no other person or entity shall be entitled to membership. Each Member shall have one vote for each Unit owned.

(b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to a Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Units owned by such Co-owner as set forth in the Master Deed in Article VI, Section B thereof, when voting by value. Voting shall be by number unless otherwise required by the Act or these documents. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit shall be exercised jointly as a single vote.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until the Co-owner has presented evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 8 of this Article, except as may be specifically provided otherwise. The vote of each Co-owner may be cast by the individual representative designated by such Co-owner in the notice required in subparagraph (e) below, or by an appropriate proxy given to such individual representative.

(e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each Person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner and shall be effective immediately after filing. Such notice may be revoked at any time by filing a new notice in the manner

herein provided. At any meeting, the filing of such written notice as a prerequisite to voting may be waived by the chairperson of the meeting.

(f) There shall be an annual meeting of the Members of the Association commencing with the First Annual Meeting held as provided in Sections 8 and 9 of this Article I. Other meetings may be held as provided for in the Bylaws. Notice of the time, place and subject matter of all meetings as provided in the Corporation Bylaws of the Association, shall be given to each Co-owner by mailing same to each individual representative designed by the respective Co-owners, not less than fifteen (15) days prior to the time designated for the meeting.

(g) The presence in person or by proxy of more than fifty (50%) percent in number of the Co-owners shall constitute a quorum for holding a meeting of the Members of the Association. The written vote of any Person furnished at or prior to any duly called meeting, at which meeting said Person is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

(i) Unless otherwise provided, any action which could be authorized at a meeting of the Members shall be authorized by an affirmative vote of more than fifty (50%) percent. The foregoing statement and any other provision of the Master Deed or these Bylaws which requires the approval of a majority (or other stated percentage) of the Members or Co-owners shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in number (and not value) of the votes cast by those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Members of the Association duly called and held.

**Section 5. Books and Records.** The Board of Directors of the Association shall keep detailed books of account showing all expenditures and receipts of the Condominium and its 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. All books, records and contracts of the Association shall be available for examination by any of the Co-owners and their Mortgagees during convenient times. All books and records shall be audited and reviewed at least annually by independent accountants; provided, however, that such audits need not be certified. The Association shall prepare and distribute to each Co-owner at least annually a financial statement, the contents of which shall be defined by the Association. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration of the Association.

The Association shall keep current copies of the Master Deed establishing the Condominium and all amendments to the Master Deed and all other Condominium Documents available for inspection at reasonable hours by Co-owners, prospective purchasers of Condominium Units, and existing and prospective Mortgagees of Condominium Units.

Section 6. Association Board of Directors, Membership, Powers and Duties. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation. Except as may be specifically provided otherwise for a husband and wife, only one of whom is a Co-owner/Member, and except for the First Board of Directors, directors must be Members of the Association. The First Board of Directors of the Association and any successors appointed prior to the First Annual Meeting of Members held pursuant to Section 8 of this Article, need not be Members. If a Member is a partnership, limited liability company ("llc") or corporation, then any partner, member of the llc, or officer, director or employee of the corporation shall be qualified to serve as a director of the Association. If a Member is a husband or wife and such Member's spouse is not shown on the deed or instrument of conveyance, either spouse shall be qualified to serve as a director.

(a) The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things necessary thereto, subject to the provisions of the Master Deed, these Bylaws, Articles of Incorporation and applicable law. In addition to the foregoing general duties, the Board of Directors shall be responsible specifically for the following:

- (1) To manage and administer the affairs of, and maintain the Condominium and the Common Elements thereof, including

maintenance, repair and replacement of Common Elements as deemed necessary.

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

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty; to make capital improvements as set forth subsequently in Article XI, Section 3.

(5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium). Any such acquisition, purchase, sale, conveyance, assignment or mortgage shall require the approval of a majority of the Members.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure such indebtedness by mortgage, pledge or other lien on property owned by the Association. Any such borrowing that would impose a lien or mortgage on property owned by the Association requires the approval of a majority of the Members.

(8) To make rules and regulations in accordance with these Bylaws.

(9) 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; specifically included in the right to establish such committees, is the right to establish or continue the operation of the Design Committee as that committee is defined