

LIBER 052551348
 FOURTH AMENDMENT TO THE
 MASTER DEED OF
 PLUM CREEK CONDOMINIUM

B640144

PLUM CREEK CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of PLUM CREEK CONDOMINIUM, a residential condominium project established pursuant to the Master Deed recorded on November 12, 1971, in Liber 2240, Pages 511 through 553, Macomb County records, and as amended, and known as Macomb County Condominium Subdivision Plan No. 28, hereby amends and restates Exhibit A to the Master Deed, being the Condominium Bylaws of PLUM CREEK CONDOMINIUM, pursuant to the authority contained in Article VIII thereof. Upon recordation in the office of the Macomb County Register of Deeds, this Amendment shall be effective as restated.

This Fourth Amendment to the Condominium Bylaws of PLUM CREEK CONDOMINIUM is based upon an affirmative vote of more than 66 2/3 % of all Co-owners in number and in value obtained at a meeting of the Association held on May 15, 1991, and the consent of more than 66 2/3% of the mortgagees of units in the Condominium. Said Amended and restated Condominium Bylaws shall replace and supersede the Condominium Bylaws as originally recorded, which original Bylaws shall be of no further force and effect.

Dated this 19th day of November, 1991.

PLUM CREEK CONDOMINIUM ASSOCIATION
 a Michigan non-profit corporation

BY: Sue Brisson
 It's President SUE BRISSON

WITNESSES:

Barbara A. Schwartz
 Barbara A. Schwartz

Carol M. Hufnagel
 Carol M. Hufnagel

State of Michigan, County of Macomb
 Subscribed and sworn to before
 me this 19th day of November,
 1991, by Sue Brisson, President, Plum Creek Condominium Assoc.

Barbara A. Schwartz
 Barbara A. Schwartz
 Notary Public, Macomb County, MI
 My commission expires: 12 / 11 / 91

RECORDED IN MACOMB COUNTY
 RECORDS AT: 8:33A
 NOV 22 1991

DRAFTED BY/RETURN TO
Hold for pick up.

Wayne G. Wegner
 21308 Mack Avenue
 Grosse Pointe Woods, Michigan 48236
 (313) 884-7230

Barbara A. Schwartz
 CLERK - REGISTER OF DEEDS
 MACOMB COUNTY, MICHIGAN

BARBARA A. SCHWARTZ
 Notary Public, Macomb County, Michigan
 My Commission Expires December 11, 1991

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**CONDOMINIUM BYLAWS
PLUM CREEK CONDOMINIUM
(As amended and restated 1991)**

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. (a) Plum Creek Condominium, a Condominium Project located in the City of Sterling Heights, Macomb County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association".

(b) The "Association" shall be organized under the applicable laws of the State of Michigan 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 Master Deed, these Bylaws, the Articles of Incorporation, Association Bylaws and duly adopted Rules and Regulations of the Association (hereinafter sometimes referred to as the "Condominium Documents") and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons, such as but not limited to, tenants, employees, invitees, contractors, agents or other members of their family or household, 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 aforesaid Condominium Documents.

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

(a) Each Co-owner of a unit in the Condominium shall become a member of the Association upon obtaining title to a unit in the Condominium. A Land Contract Vendee may be a Co-owner for all purposes consistent with these Bylaws and the Condominium Documents, provided however that the Vendor of a Land Contract shall be presumed to be the Co-owner for voting purposes unless the Land Contract provides to the contrary or the Vendor submits a notarized written statement to the Association providing to the contrary. Notwithstanding the foregoing, both the Land Contract Vendor and the Land Contract Vendee shall be responsible for all obligations imposed by the Condominium Documents (including by way of example but not by limitation) these Bylaws, the Master Deed, Association Bylaws and Rules and Regulations and the Statutes of the State of Michigan.

(b) No Co-owner shall assign, pledge, or transfer any of their interests as a member of the Association except as an appurtenance to their unit; provided however, that Co-owners may cast their vote by proxy or written ballot as stated hereinafter.

(c) Except as limited elsewhere in these Bylaws, each Co-owner shall be entitled to one (1) vote for each unit owned. Voting shall be by number except in those instances where voting is required to be in value and in number.

(d) No Co-owner shall be entitled to vote until said Co-owner has presented to the Association a copy of the conveyance or instrument reflecting title to a unit in the condominium and unless the Association Assessments account of that unit is current. Moreover, a Co-owner declared by the Board of Directors or its duly acting or authorized agent to be in default of any provision of the Condominium Documents shall not be entitled to vote or hold office in any capacity with the Association. The vote of each Co-owner may be cast by the individual designated voting representative in the notice provided for in subparagraph (e) below or by proxy given such designated individual voting representative or by written ballot of such individual designated voting representative or their proxy.

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(e) Each person, organization (or member thereof where applicable) or entity (by its duly authorized representative) holding an interest in fee title in 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 the unit Co-owner(s). Such notice shall state the name and address of the individual designated voting representative, the number of the unit owned by the Co-owner(s), and the name and address of each person, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner. Such notice shall be signed and dated by all of the owners of the unit as stated in the first sentence herein. The individual designated voting representative may be changed by the Co-owner(s) at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association as provided in the Association Bylaws. Other meetings may be provided for in the Association Bylaws. Notice of time, place, manner and subject matter of all meetings shall be determined by the Board of Directors. Notice of same shall be given to each Co-owner by mailing or delivering a copy to the individual designated voting representative not earlier than sixty (60) days nor less than ten (10) days prior to said meeting and by posting notice of the same at the Condominium Clubhouse. Said notice shall be posted not less than seven (7) days prior to the scheduled date of the meeting.

(g) The presence in person or by proxy of twenty five (25%) 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 required herein to require a greater quorum. The written vote of any Designated Voting Representative furnished at or prior to any duly called meeting at which meeting said Designated Voting Representative 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. Written ballots and proxies must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided in the Condominium Documents (including without limitation these Bylaws), shall consist of more than fifty (50%) percent in number of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Members of the Association. Whenever provided specifically in the condominium Documents, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of units represented by Designated Voting Representatives present in person, or by proxy, or by written vote, if applicable, at a given meeting of the Members of the Association.

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

Section 3. The Board of Directors 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 Association records and contracts concerning the

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administration and operation of the Condominium Project shall be available for examination by any Co-owner, the Co-owner's designated representative (which designation shall be in writing), or the Co-owner's mortgagee of record at convenient times during reasonable working hours at a location as mutually agreed upon.

(a) 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 of Co-owners, in keeping with standard accounting procedures.

(b) The books of account shall be audited or reviewed at least annually by qualified independent accountants, not related to any Member of the Association of Co-owners by bonds of consanguinity or affinity within the third degree, (ancestral descent or marriage); provided, however, such audit need not be a certified audit. The costs of any such audit and any accounting and distribution expenses shall be expenses of administration.

(c) Any institutional holder of a mortgage lien of record 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 written request therefore.

(d) The Association also shall maintain on file current copies of the Master Deed for the Condominium Project, all amendments thereto and all other Condominium Documents, such as but not limited to, the Articles of Incorporation, the Condominium Bylaws (Exhibit A), the Association Bylaws and the Rules and Regulations of the Association. The Association shall permit all Co-owners and their mortgagees of record, prospective purchasers and prospective mortgagees of units in the Condominium Project to inspect the same during reasonable hours as the Board may provide for in the Rules and Regulations, at a location as mutually agreed upon.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation, and whose Association Assessment accounts are current and who must be members in good standing of the Association. The number, terms of office, manner of elections, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to Directors, not inconsistent with the following, shall be provided in the Association Bylaws. A Co-owner declared by the Board of Directors or its duly acting or authorized agent to be in default of any provision of the Condominium Documents shall not vote or serve as a member of the Board of Directors.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents, the Laws of the State of Michigan or required thereby to be exercised and performed by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) To manage and administer the affairs of and maintenance of the Condominium Project and the Common Elements thereof.

(2) To determine, levy, collect and disburse Assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To obtain insurance and distribute proceeds therefrom pursuant to the provisions of Article III of these

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Bylaws.

- (4) To rebuild improvements after casualty.
 - (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 approve or disapprove proposed Purchasers or Lessees or Tenants of any unit in the manner specified in the Condominium Bylaws or Rules and Regulations of the Condominium.
 - (7) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any unit in the Condominium for use by a resident manager.
 - (8) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business 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 affirmative vote of more than fifty (50%) percent of all of the members of the Association in number.
 - (9) To promulgate, enforce and amend such reasonable Rules and Regulations convenient to the administration of affairs and operation of the Community; provided, however, that any such Rule and Regulation may be repealed by the Co-owners as provided in Article V Section 11 of these Bylaws; and provided further that the method of enforcement, supervision, and implementation shall be provided in the Association Bylaws or Rules and Regulations.
 - (10) 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.
 - (11) To enforce the provisions of the Condominium Documents.
 - (12) To carry out the purposes of the Association and to have such further powers in connection therewith and incident thereto not forbidden by the Laws of the State of Michigan and with all the powers conferred upon non-profit corporations and Associations of Co-owners of Condominiums by the Laws of the State of Michigan; and
 - (13) 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.
- (b) The Board of Directors may employ for the Association a professional management agent at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4 (a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by Law or by the Condominium Documents required to be performed by or have the approval of the Board of

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directors or the members of the Association. In the event the Board of Directors does employ a professional management agent, the Board of Directors shall give the holder of any first mortgage covering any unit in the project at least thirty (30) days' written notice prior to the effective date of any change in professional management agent of the Condominium Project.

(c) No more than one (1) person per unit or multiple units owned may serve on the Board of Directors.

Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the Officers of the Association and may contain any other provisions pertinent to Officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith.

Section 6. Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including Counsel fees, reasonably incurred by or imposed upon said Director or Officer in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of their being or having been a Director or Officer of the Corporation, whether or not they are a Director or Officer at the time that such expenses are incurred except in such cases wherein the Director or Officer is adjudged guilty of willful or wanton misconduct or gross negligence or fraud in the performance of their duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approve such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. At least ten (10) days prior to payment of any indemnification which has been approved, the Board of Directors shall notify all Co-owners thereof.

ARTICLE II

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

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

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

(a) General Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation,

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management and maintenance of the Condominium Project, including a reserve fund of at least ten (10%) percent of the Association's current annual budget for major repairs and replacement of Common Elements. The minimum standard required by this Section may prove to be inadequate for a particular Project. The Association of Co-owners should carefully analyze its Condominium Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the Assessments for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future Assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding five (5%) percent of the established annual budget for that fiscal year, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the General Assessment or to levy such additional Assessment or Assessments as it shall deem to be necessary.

(b) Special Assessments. In addition to those required in (a) above, 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 (1) Assessments for capital improvements for additions of a cost exceeding five (5%) percent of the established annual budget for that fiscal year, (2) Assessments to purchase a unit for uses as a resident manager's unit or (3) Assessments for any other appropriate purpose not elsewhere herein described. Special Assessments referred to in this subparagraph (b) (but not including those Assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without prior approval of more than sixty-six and two-thirds (66 2/3%) percent of all Co-owners in number.

(c) Other Assessments. Fines, interest, late or administrative charges, or other costs and expenses imposed against a Co-owner by the Board of Directors pursuant to the Condominium Documents (which include without limitation, Association Bylaws and Rules and Regulations) shall be deemed Assessments which shall be charged, collected and enforced in the same manner as all Assessments pursuant to this Article.

Section 4. All Assessments levied against a Co-owner shall be apportioned among and paid by the Co-owner as follows:

(a) The common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a Limited Common Element shall be specifically assessed against the Condominium unit to which that Limited Common Element was assigned at the time the expenses were incurred, except as provided otherwise in the Master Deed to which these Bylaws are annexed as Exhibit A. If the Limited Common Element involved was assigned to more than one (1) Condominium unit, the expenses shall be specially assessed against each of the Condominium units equally so that the total of the Special Assessments equals the total of the expenses.

(b) Any other unusual common expenses, late charges, fines, interest, administrative charges, costs or other charges benefiting or charged against less than all of the Condominium units, or 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, guests, contractors, agents, employees or members of their family or household, shall be specially

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assessed against the Condominium unit or Condominium units involved in accordance with reasonable provisions promulgated by the Board of Directors in duly adopted Rules and Regulations.

(c) The amount of all common expenses not specially assessed pursuant to subsections (a) and (b) shall be assessed against the Condominium units in proportion to the percentage of value in the Association of Co-owners appertaining to each Condominium unit. In addition, the amount of all common expenses benefiting all units equally may be assessed equally against the Condominium units without respect to percentage of value.

(d) General Assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a unit, or with acquisition of fee simple title to a unit by other means, or by written agreement of parties to a Land Contract or rental agreement. The payment of an Assessment shall be in default if such Assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment which due date shall be set forth in the Rules and Regulations of the Association. Assessments in default shall bear interest at the highest rate permitted by Law until paid in full, and shall be subject to late charges if not paid within ten (10) days in an amount as set forth in the Rules and Regulations. Each Co-owner or the person liable to pay by written agreement (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to their unit which may be levied while such Co-owner is the owner thereof or otherwise obligated to pay by written agreement or Land Contract or Rental Agreement. A written agreement to which the Association is not a party shall not relieve or exempt the title holder of any unit from any liability hereunder.

(e) All other Assessments as determined in accordance with Article II, Section 3(a), (b) and (c) above shall be due and payable at the time and in the manner prescribed by the Board of Directors or as elsewhere contained in the Condominium Documents which include (but without limitation) Association Bylaws and Rules and Regulations.

Section 5. No Co-owner may claim exemption from liability for contribution toward the expenses of administration by waiver of the use and enjoyment of any of the Common Elements or by the abandonment or vacation of said Co-owner's unit, or by the sale or transfer of the unit to a third party except that Assessments made after said third party is accepted and qualified as a member shall be assessed to the third party; nor can exemption be claimed by virtue of a written Agreement unless the Board of Directors is a party to said Agreement wherein said exemption or waiver is duly acknowledged and executed.

Section 6. The following provisions pertain to liens; priority; foreclosure; notice of lien; actions to recover money judgment; Receivers; assessments of costs; acceleration; discontinuance of services; disenfranchisement.

(a) Sums assessed to a Co-owner by the Association of Co-owners which are unpaid constitute a lien upon the unit or units in the Project owned by the Co-owner at the time of the Assessment before other liens except tax liens on the Condominium unit in favor of any State or Federal taxing authority and sums unpaid on a first mortgage of record except that past due Assessments which are evidenced by a notice of lien, recorded as set forth in subsection (b), have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each Condominium unit owned by the Co-owner shall be in the amount assessed against the Condominium unit, plus a proportionate share of the total of all other unpaid Assessments attributable to Condominium units no longer owned by the Co-owner but which became

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due while the Co-owner had title to the Condominium units. The lien may be foreclosed by a judicial action or by advertisement by the Association of Co-owners in the name of the Condominium Project on behalf of the other Co-owners.

(1) The Association may enforce collection of delinquent Assessments by a suit at law for money judgment or by foreclosure of the statutory lien that secures payment of Assessments, or both. Each Co-owner and every other person who, from time to time, has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement.

(2) The lien may be foreclosed by a judicial action or by advertisement by the Association of Co-owners in the name of the Condominium Project on behalf of the other Co-owners.

(3) 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.

(4) 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 to sell or cause to be sold such unit with respect to which the Assessment, or other charges, is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable Law.

(5) Each Co-owner who purchases a unit in the Condominium Project after the effective date of this amended Article II, Section 6, acknowledges that at the time of acquiring title to such unit, such Co-owner was notified of the provisions of this section and that such Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of Assessments or other charges and a hearing on the same prior to the sale of the subject unit.

(b) A foreclosure proceeding may not be commenced without recordation and service of notice of lien in accordance with the following:

(1) Notice of lien shall set forth:

(i) The legal description of the Condominium unit or Condominium units to which the lien attaches.

(ii) The name of the Co-owner of record thereof.

(iii) The amounts due the Association of Co-owners at the date of the notice, exclusive of interest, costs, attorney's fees and future assessments.

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

(3) The notice of lien shall be recorded in the office of the Register of Deeds in the County in which the Condominium Project is located and shall be served upon the delinquent Co-owner by first class mail, postage prepaid addressed

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to the representative designated in the written notice required by Article I, Section 3(e) herein, at least ten (10) days in advance of commencement of the foreclosure proceeding.

(c) The Association of Co-owners through its Board of Directors and, acting on behalf of all Co-owners, may bid at the foreclosure sale, and acquire, hold, lease, mortgage, or convey the Condominium unit.

(d) An action to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien.

(e) An action for money damages and foreclosure may be combined in one (1) action.

(f) A receiver may be appointed in an action for foreclosure of the Assessment lien and may be empowered to take possession of the Condominium unit, if not occupied by the Co-owner and to lease the Condominium unit and collect and apply the rental therefrom as directed by the Court.

(g) The expenses incurred in collecting unpaid Assessments, including interest, costs, actual Attorney's fees (not limited to Statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on the unit.

(h) In the event of default by any Co-owner in the payment of any Assessment levied against said Co-owner's unit, the Association shall have the right to declare all unpaid installments of the annual Assessment for the pertinent fiscal year together with any other Assessments due and owing immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner declared by the Board of Directors or its duly acting or authorized agent to be in default of any conditions or provisions of the Condominium Documents shall not be entitled to utilize any of the General Common Elements of the Condominium nor the Community Building and shall not be entitled to vote at any meeting of the Association or hold any office in any capacity with the Association so long as such default continues.

Section 7. Notwithstanding any other provision of the Condominium Documents, the holder of any first mortgage covering any unit in the project which comes into possession of the unit pursuant to the remedies provided in the mortgage, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such Assessments or charges resulting from a pro rata reallocation of such Assessments or charges to all units including the mortgaged unit).

Section 8. Upon the sale or conveyance of a Condominium unit, all unpaid Assessments against that Condominium unit shall be paid out of the sale price or by the purchaser in preference over any other Assessments or charges of whatever nature except the following:

(a) Amounts due the State, or any subdivision thereof, or any Municipality for taxes and special assessments due and unpaid on the Condominium unit.

(b) Payments due under a first mortgage having priority thereto.

A purchaser or grantee is entitled to a written statement

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from the Association of Co-owners setting forth the amount of unpaid Assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the Condominium unit conveyed or granted, subject to a lien for any unpaid Assessments against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests in writing a written statement from the Association of Co-owners, at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid Assessments against the Condominium unit together with interest, costs and actual Attorney's fees (not limited to Statutory Attorney's fees) incurred in the collection thereof.

Section 9. A Mechanic's lien or construction lien or claim arising under Act No. 179 of the Public Acts of 1891, being sections 570.1 to 570.30 of the Michigan Compiled Laws and as replaced by Act No. 497 of the Public Acts of 1980, being sections 570.1101 to 570.1305 of the Michigan Compiled Laws, and as amended, shall be subject to the following limitations:

(a) Except as otherwise provided in this section, a mechanic's lien, construction lien or claim arising for work performed upon a Condominium unit or upon a Limited Common Element may attach only to the Condominium unit upon which the work was performed.

(b) A mechanic's lien, construction lien or claim arising for work authorized by the Association may attach to each Condominium unit only to the proportionate extent that the Co-owner of the Condominium unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(c) A mechanic's lien, construction lien or claim may not arise or attach to a Condominium unit for work performed on the Common Elements not contracted by the Association.

ARTICLE III

ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation of the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. No Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

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

ARTICLE IV

INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief insurance, liability insurance and errors and omissions for the Board of Directors, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the

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Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their respective interests may appear and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at said Co-owner's expense upon their unit. It shall be each Co-owner's responsibility to obtain insurance coverage for the personal property of the Co-owner, the Co-owner's licensees, invitees, guests, agents, employees, contractors or members of their family or household located within the Co-owner's unit or elsewhere on the Condominium Premises and each Co-owner shall obtain coverage for said Co-owner's personal liability for any and all losses, casualties or occurrences within the Co-owner's unit or upon Limited Common Elements appurtenant to the Co-owner's unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages for the benefit of the Co-owner. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owners shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The liability insurance carried by the Association shall where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

(b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding any excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment, and trim within a unit which were furnished with the unit as standard items in accord with such plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within their unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided, that if the Association elects to include such improvements under its insurance coverage, any additional premium costs to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the Assessments against said Co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration except as provided elsewhere in this Article.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees as their respective interests may appear; provided, however, whenever repair or reconstruction of the condominium shall be required as provided in Article IV of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 2. 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 the maintenance of fire and extended coverage, vandalism and malicious mischief, errors and omissions, debris removal, liability insurance and worker's compensation

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insurance, if applicable, pertinent to the Condominium Project, their unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. 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 3. Each Co-owner by ownership or use of a unit or the allowance or the maintenance of any condition or circumstance in or about said unit or the Common Elements of the Condominium which increases the hazards or risks or is considered an inherently dangerous activity (as determined by the reasonable discretion of the Board of Directors) shall have an affirmative duty to notify the Board of Directors in the time and manner prescribed in the Rules and Regulations as to the existence of such conditions or circumstances. In addition any Co-owner who owns or permits such condition or circumstance shall carry sufficient insurance in accordance with the requirements of the Rules and Regulations to cover the increased risks or hazards. Such Co-owner shall have a duty to notify the Board of Directors of any intended or actual lapse, cancellation or discontinuance of insurance coverage obtained in compliance with this Article. Upon written request by the Board of Directors or its duly authorized agent said Co-owner shall furnish evidence of compliance (as determined in the discretion of the Board of Directors) with this insurance requirement. Any loss or damage resulting from the maintenance or allowance by a Co-owner of any condition, or circumstance increasing the risks or being inherently dangerous shall be the sole responsibility of the Co-owner and said Co-owner shall bear all costs thereof and indemnify and hold harmless the Association therefrom.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1.(a) Every Co-owner shall perform promptly all maintenance and repair work within said Co-owner's own unit, which, if omitted, would affect the project in its entirety or in a part belonging to other Co-owners, being expressly responsible for the damages and liabilities that said Co-owner's failure to do so may engender.

(b) Each Co-owner is solely responsible for the interior decorating of the Co-owners unit, including where loss is caused by structural defects, deterioration, or fire or vandalism.

(c) All maintenance, reconstruction, replacement and repair of internal installations of the unit, including by way of example but not by way of limitation, telephones, appliances, sanitary installations, garbage disposals, interior doors, lamps, cabinets, floor coverings, window treatments, wall coverings and all other accessories, including water faucets and other fixtures, but excluding water meters, shall be at the Co-owner's expense.

Section 2. No Co-owner shall make any alterations, interior or exterior structural modifications, or additions or deletions to a unit or building or to any of the Common Elements, Limited or General without the prior written approval of the Board of Directors of the Association. The Board of Directors of the Association shall not approve any alterations, structural modifications, or additions or deletions which would jeopardize or impair the utility, soundness, safety, or appearance of the

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Condominium Community. A Co-owner who receives such written approval for any alterations or modifications shall be responsible for maintenance, reconstruction, replacement, or repair of any and all such modifications or alterations unless otherwise agreed to in writing by the Board of Directors. Also any increase in the premiums for insurance for such alterations or modifications shall be assessed against said Co-owner.

In the event that the Co-owner fails to perform the obligations stated herein, the Association may perform any and all such maintenance, reconstruction or repair obligations and assess the Co-owner the costs and expenses for same which shall be enforceable and collectible in the same manner as Article II hereof or such other and further remedies as may be afforded elsewhere in the Condominium Documents or by Law.

In the event that the Co-owner performs any such alterations or modifications without receiving prior written approval from the Board of Directors, the Association may summarily remove or abate such alteration or modification and assess to the Co-owner the costs and expenses for same which shall be enforceable and collectible in the same manner as Article II hereof and such other and further remedies as may be afforded elsewhere in the Condominium Documents or by Law.

Section 3. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a Common Element or a unit, the property shall be rebuilt or repaired if any unit in the Condominium Project is tenantable, unless it is determined that the Condominium Project or any portion thereof shall be terminated pursuant to Article IV, Section 10 herein.

(b) If the Condominium is so damaged that no unit is tenantable, the damaged property shall not be rebuilt unless sixty six and two-thirds ($66 \frac{2}{3}\%$) percent or more of all of the Co-owners in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 4. Any reconstruction or repair undertaken pursuant to Section 3 of this Article shall be substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable or as near as practicable to the condition existing prior to damage unless sixty-six and two-thirds ($66 \frac{2}{3}\%$) percent shall decide otherwise.

Section 5. Immediately after a casualty causing damage to property which is covered by insurance obtained by the Association, the Association acting through its Board of Directors shall obtain reliable and detailed estimates of the costs to place the property in a condition as good as that existing before the damage.

Section 6. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair by the Association, or if at any time during reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Co-owners who own the damaged unit or units in sufficient amounts to provide funds to pay the estimated costs of reconstruction and repair. Such Assessments shall be made in accordance with Article II herein or as elsewhere provided in the Condominium Documents. The Association shall have a lien on any funds advanced on behalf of such Co-owner or Co-owners which lien may be enforced in the same manner as provided in Article II herein or as elsewhere provided in the Condominium Documents. In the event the damage is to the Community Facility or any of the other Common Elements, all Co-owners shall be assessed

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for such deficiency on a pro rata basis.

Section 7. Absent Association insurance coverage therefore, if the damage is only to a part of any unit which is the responsibility of a Co-owner to reconstruct, maintain or repair, it shall be the responsibility of the Co-owner to forthwith reconstruct, repair or maintain against such damage in accordance with Section 8 hereof. In all other cases the responsibility for reconstruction, maintenance and repair shall be that of the Association.

Section 8. Absent Association insurance coverage therefore, each Co-owner shall be responsible for any and all reconstruction, repair, and all maintenance of the interior of said Co-owner's unit including but not limited to floor coverings, wall coverings, window shades, draperies, furniture, interior walls (but not any Common Elements therein), interior trim, light fixtures and all appliances whether free standing or built-in. In the event damage to interior walls within a Co-owner's unit or to pipes, wires, conduits, ducts or other Common Elements therein, or to any building items consisting of fixtures, equipment and trim which are standard items within a unit, is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Article IV, Section 4.

Each Co-owner shall also be responsible for the costs of the reconstruction, repair and maintenance to any other portion of the Condominium if such costs are necessitated by the Co-owner's negligence or misuse, or the negligence or any misuse by the Co-owner's family, guests, tenants, lessees, licensees, or invitees, agents, servants, employees or contractors and to the extent such costs are not defrayed by the proceeds of any insurance policy. In the event damage to a Co-owner's unit is covered by insurance held by the Association for the benefit of the Co-owner, the Association shall apply the insurance proceeds upon receipt, to the cost of reconstruction or repair. The Co-owner shall begin reconstruction or repair of any and all damages upon receipt of written notice to do so by the Board of Directors. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements subject to the provisions and limitations of this Article.

Section 9. The portion of insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a Co-owner shall be paid to the Co-owner or if there is a mortgage endorsement, then to the Co-owner and the mortgagee jointly, and such proceeds shall be used for reconstruction or repair when required by these Bylaws and such reimbursement and repair shall be commenced and completed within a reasonable time as determined by the Board of Directors. The Association may require reasonable assurance that the proceeds will be used for reconstruction or repair.

Section 10. After complete or partial destruction of the Condominium, as a result of any casualty or at any other time, the Condominium may be terminated pursuant to the following provisions:

(a) Agreement of four-fifths (4/5) of the Co-owners of the Condominium in number to terminate the Condominium Project shall be evidenced by their execution of the termination agreement or of ratification thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(b) Upon recordation of an Instrument terminating a Condominium Project the property constituting the Condominium Project shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or their heirs, successors, or assigns

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thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the Condominium unit.

(c) Upon recordation of an instrument terminating a Condominium Project, any rights the Co-owners may have to the assets of the Association of Co-owners shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed on a pro rata basis and in accordance with applicable Statutes of the State of Michigan.

Section 11. The following provisions shall control upon any taking by eminent domain:

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

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

(c) If portions of a Condominium unit are taken by eminent domain, the Court shall determine the fair market value of the portions of the Condominium unit not taken. The undivided interest for such Condominium unit in the Common Elements appertaining to the Condominium units shall be reduced in proportion to the diminution in the fair market value of the Condominium unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of a Condominium unit shall be reallocated among the other Condominium units in the Condominium Project in proportion to their respective undivided interests in the Common Elements. A Condominium unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The Court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to subsection (d), as well as for that portion of the Condominium unit taken by eminent domain.

(d) If 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.

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

(f) All maintenance, reconstruction, replacement and repair of internal installations of the unit, including by way of example but not by way of limitation, telephones, appliances, sanitary installations, garbage disposals, interior doors, lamps, cabinets, floor coverings, window treatments, wall coverings and all other accessories, including water faucets and other fixtures, but excluding water meters, shall be at the Co-owner's expense.

Section 12. In the event any Co-owner fails to forthwith and timely commence, effectuate or complete repairs, reconstruction or maintenance as required by the provisions of the Condominium Documents and upon written notice to do so by the Board of Directors, the Board of Directors (in its discretion) may cause such work so required or deemed necessary to be performed (in the Board's discretion) and assess the costs and expenses of same against the unit of the Co-owner who was required to perform. Such costs and expenses so assessed may be enforced and collected in the same manner as Article II hereof or such other and further remedies as may be afforded elsewhere in the Condominium Documents or by Law.

ARTICLE VI

RESTRICTIONS

Section 1. No unit in the Condominium Project shall be used for other than single-family residence purpose (except that persons not of the same immediate family residing together may occupy a unit with prior written consent of the Board of Directors which consent shall not be unreasonably withheld) and the Common Elements shall be used only for purposes consistent with the use of single-family residences. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption. Notwithstanding the foregoing, no occupancy of any unit within the Condominium shall violate the provisions of any State or local Municipal Code, Statute or Ordinance, and such Code, Statute or Ordinance shall take precedence over the provisions of this section.

Section 2. No rooms in a unit shall be rented and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association.

Section 3. The Association, or its duly authorized agents, shall have access to each unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another unit. It shall be the responsibility of each Co-owner to provide the Association with means of access to the unit 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 the unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such

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access.

Section 4. No Co-owner shall make, authorize, permit or allow any alterations, interior or exterior structural modifications or additions or deletions to a unit (including without limitation interior walls through and in which there exist easements for support or utilities) or building or to any of the Common Elements, Limited or General, without the express prior written approval of the Board of Directors of the Association, including by way of example, but not by way of limitation, exterior painting, or installation of antennas, lights, outdoor speakers, aerials, awnings, doors, shutters or other exterior attachments or modifications.

Nor shall any Co-owner damage or make modifications or attachments to Common Element walls, ceilings or floors of units which in any way impair sound conditioning provisions. Nor shall any Co-owner install, authorize, permit or allow the installation of any window air conditioners, exhaust fans or any item which protrudes through any perimeter surface (including without limitation windows, walls, floors and ceilings).

The Board of Directors of the Association shall not approve any alterations, structural modifications, or additions or deletions which would jeopardize or impair the utility, soundness, safety, or appearance of the Condominium Community. A Co-owner who receives written approval for any alterations or modifications shall be responsible for maintenance, reconstruction, replacement, or repair of and insurance for any and all such modifications or alterations unless otherwise agreed to in writing by the Board of Directors. Also any increase in the premiums for Association insurance for such alterations or modifications shall be assessed against said Co-owner.

In the event that the Co-owner fails to perform the obligations stated herein, the Association may perform any and all such maintenance, reconstruction or repair obligations or obtain insurance and assess the Co-owner the costs and expenses for same which shall be enforceable and collectible in the same manner as Article II hereof or such other and further remedies as may be afforded elsewhere in the Condominium Documents or by Law.

In the event that the Co-owner performs any alterations or modifications without receiving prior written approval from the Board of Directors, the Association may summarily remove or abate such alteration or modification and assess to the Co-owner the costs and expenses for same which shall be enforceable and collectible in the same manner as Article II hereof and such other and further remedies as may be afforded elsewhere in the Condominium Documents or by Law.

In all circumstances the Co-owner shall indemnify and hold harmless the Association and its Board of Directors against any and all liabilities during the erection, existence, maintenance, repair, replacement or removal of such condition, alteration or modification.

Section 5. No immoral, improper, unlawful or offensive activity (as determined in the reasonable discretion of the Board of Directors) shall be carried on in any unit or upon the Common Elements, Limited or General, or during use of the Community facility nor shall anything be done which may be or become an annoyance or a nuisance (as determined in the reasonable discretion of the Board of Directors) to the Co-owners of the Condominium, nor shall any unreasonably noisy activity (as determined in the reasonable discretion of the Board of Directors) be carried on in any unit or on the Common Elements. All such prohibited or otherwise required or proscribed conduct, activities or actions (per the Condominium Documents) shall be enforceable against the Co-owners, their vendees, tenants or lessees, or said person's

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members of their household, guests, licensees, invitees, agents, employees or contractors. Nor shall any persons of the foregoing commit or allow any actions or omissions which violate or fail to conform to the provisions of the Condominium Documents.

Nor shall any persons of the foregoing do or permit anything to be done or keep or permit to be kept in their unit or on the Common Elements, Limited or General, anything that will increase the rate of insurance on the Condominium without the prior written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

No unit or any part of the Common Elements shall be used, occupied or kept in a manner which violates any law, statute, ordinance, or regulation of any governmental body, or which leads to the cancellation of any hazard insurance policy or policies on the Condominium Premises.

In all circumstances the Co-owner shall indemnify and hold harmless the Association and its Board of Directors against any and all such liabilities for all such prohibited, required, proscribed or regulated activities, omissions or conduct.

All such prohibited, required, proscribed, or regulated activities, omissions or conduct which are found to violate or fail to conform to the provisions of the Condominium Documents (after notice and hearing thereon) shall be subject to the sanctions as imposed by the Board of Directors pursuant to the Condominium Documents (including without limitation, the Rules and Regulations) against the Co-owner of record. Such sanctions whether by way of (without limitation) fines, late charges, disenfranchisement, discontinuance of service or use of facilities, orders to remove or comply or direct remedial actions by the Board of Directors shall be collected or enforced as elsewhere provided for in the Condominium Documents (including, without limitation, the Rules and Regulations).

All Co-owners shall have an affirmative duty to notify the Board of Directors in writing of any observed or witnessed conduct or activity which is proscribed or prohibited by any Law, regulation, ordinance or the Condominium Documents (including without limitation the Rules and Regulations); provided, however, the failure to so notify the Board shall not subject a Co-owner to Default sanctions as elsewhere set forth in the Condominium Documents.

Section 6. No animal shall be kept in the condominium or permitted on the condominium premises other than domesticated cats, dogs and birds. Any pets kept in the condominium shall be registered with the Association which shall also be provided proof of vaccinations, and shall have such care and restraint as not to be obnoxious on account of noise, odor, or unsanitary conditions. No savage or dangerous animals shall be kept. No animal may be permitted to run loose upon the common elements and any animal shall at all times be on a leash and attended by some responsible person while on the common elements, limited or general. Any person who causes or permits an animal to be brought or kept on the condominium property shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as a result of the presence of such animal on the condominium property. Co-owners and/or Tenants shall be responsible for immediately cleaning up after their pets, and shall be responsible for any damage to the common elements caused by their pets.

Section 7. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations of the Association. Trash and

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garbage must be bagged, tied and placed in designated areas for pick-up by trash collection company not sooner than dusk of the day preceding the designated pick-up day. Further regulation regarding disposal of trash and garbage may be provided for in duly adopted Rules and Regulations of the Association.

Section 8. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches, entrances, hallways, stairs and lobbies shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted Rules and Regulations.

Section 9. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the premises of the Condominium. Commercial vehicles shall include by way of example but not by way of limitation trucks, stake trucks, dump trucks, pick-up trucks, panel trucks, or any other vehicle considered a commercial vehicle under the Michigan Motor Vehicle Code.

Parking on the Condominium premises shall be subject to restriction as follows:

(a) The ownership of one (1) living unit shall entitle the Co-owner to the use of two (2) designated parking spaces for approved, licensed, registered and insured vehicles for such Co-owner and the members of the household who reside with such Co-owner. An approved vehicle is defined for the purposes of this section as a passenger automobile duly licensed with proper registration and insurance, in proper working order. A vehicle in proper working order for the purposes of this section shall mean one which functions, is currently registered and insured, and is not a hazard or an annoyance due to excessive and unreasonable noise in operation or emission of exhaust fumes. In the event that a Co-owner rents or leases the unit, such renter or lessee shall be assigned two (2) parking spaces upon registration with the Association and in compliance with the provisions of these Bylaws. Co-owners may not reassign use of the parking space assigned to the unit without prior written approval of the Board of Directors.

(b) All motor vehicles owned by Co-owners must be registered, licensed and insured and shall be registered with the Association. Upon registration, the Association shall assign two (2) parking spaces for the use of motor vehicles of the Co-owner and members of the household who reside with such Co-owner.

(c) All vehicles shall be parked between the painted demarcation lines of the parking areas of the Condominium, and shall be parked in such a manner as not to impede or prevent ready access by another Co-owner to that Co-owner's assigned parking space, nor interfere with the flow of traffic. No vehicles shall be backed into a parking space except for the limited purpose of loading or unloading the vehicle. No vehicle shall be parked in such a manner as to impede pedestrian traffic on the sidewalks. All vehicles shall be parked in such a manner as to allow clearance for lawn maintenance and snow removal and shall be moved or temporarily relocated upon request to accommodate such activities. In the event that a Co-owner plans an absence from the Condominium Premises for more than one week, the Co-owner shall make provision for moving the vehicle so that snow removal can be effectuated. Parking or standing of vehicles is prohibited in any area where so designated by the Association or any other governing body or State Law. Nor shall any vehicle be parked in such a manner as to interfere or impair the vision or observation of flowing traffic.

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(d) No inoperative vehicles, unlicensed, unregistered or uninsured vehicles may be stored or parked on the Condominium Premises.

(e) No motorcycles, mopeds, motorbikes, go-carts, or other such motorized vehicles shall be stored on or operated within or upon the Condominium Premises.

(f) Commercial vehicles and trucks shall be permitted on the Condominium Premises for the purposes of making deliveries or pickups in the normal course of business and for no other reason. In the event that a Co-owner is the owner of a recreational vehicle and desires to load or unload personal property from said recreational vehicle, such Co-owner shall have the right to park on the Condominium Premises for a period not to exceed twenty-four (24) hours. Any damage resulting to the Common Elements or property of individual Co-owners resulting from such temporary parking shall be the sole responsibility of the operation of such vehicle.

(g) Major repairs to vehicles are prohibited; any minor repairs or maintenance to Co-owner vehicles conducted on the Condominium Premises must be complete within twenty-four (24) hours.

(h) Bicycles shall be equipped with reasonable safety devices and shall be operated only on the roads and in a safe manner with proper observance of the rights of pedestrian or vehicular traffic.

(i) Roadways shall be used only as a means of ingress and egress and parking or standing in such areas is expressly prohibited.

(j) The speed limit upon the Condominium Premises is fifteen (15) miles per hour.

(k) Each Co-owner shall be responsible for cleanup and repair of damage to, or debris or residue left upon the Common Elements due to or as a result of any mechanical or other failure of the vehicle operated, owned or permitted upon the Condominium Premises by a Co-owner.

(l) Violations shall subject the Co-owner to sanctions as set forth in the Rules and Regulations of the Association.

Section 10. No Co-owner shall use or permit the use by any occupant, agent, employee, invitee, vendee, guest or member of the family or household of any firearm, air rifles, pellet guns, B-B guns, archery equipment or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises. Violation shall subject the Co-owner to fines as set forth in the Rules and Regulations of the Community and such other and further remedies as set forth in the Condominium Documents or the Statutes of the State of Michigan.

Section 11. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or upon the Common Elements, including "For Sale" signs, without prior written permission from the Board of Directors of the Association, or as may be set forth in the Rules and Regulations. With prior written permission from the Board of Directors of the Association, a 10" by 12" "For Sale" sign may be placed by a Co-owner in the window of such Co-owner's unit. A Real Estate Broker's "Open House" directional sign or signs (not to exceed three (3) signs) may be placed on the Condominium Premises, not earlier than one (1) hour prior to same, but must be removed within one (1) hour after such Open House is over.

Section 12. Reasonable Rules and Regulations consistent

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with the State Laws, the Master Deed, these Bylaws, and the Corporate Bylaws of the Association concerning the use of or as pertain to the Common Elements may be made and amended from time to time by the Board of Directors of the Association. Copies of any amendments to the Rules and Regulations shall be mailed or delivered to the Designated Voting Representative of each unit and shall become effective thirty (30) days after mailing or delivery thereof. Any such Rule and Regulation or amendment thereto is subject to review and revocation pursuant to the following procedure:

(a) A written petition signed by twenty-five (25%) percent of the Designated Voting Representatives and requesting a special meeting for review of a specific Rule(s) or Regulation(s) shall be presented to the Board of Directors;

(b) Upon receipt of the Petition and verification of the signatures affixed thereto, the Board of Directors shall have thirty (30) days in which to call a special meeting of the Co-owners for the sole purpose of review of the specific Rule(s) and Regulation(s);

(c) At said special meeting, the affirmative vote of more than fifty (50%) percent of all Designated Voting Representatives of the Association in number to revoke the Rule(s) and Regulations(s) at issue shall result in revocation of same effective immediately. Failure to obtain the requisite vote for revocation shall validate such Rule(s) and Regulation(s);

(d) The Board of Directors may promulgate, revise, repeal, amend or revoke any Rule or Regulation subject to the above procedures.

Section 13. A Co-owner may lease or rent a unit for the same purposes set forth in Section 1 of this Article VI, provided that prior written approval of such lease or rental transaction is obtained from the Board of Directors of the Association in accordance with this Article and such other pertinent provisions of the Condominium Documents (including without limitation, the Rules and Regulations); and provided further, that said unit is occupied by the lessee or tenant. No individual rooms or areas of a building or a unit may be rented and transients are not allowed in or about the Condominium Premises.

(a) The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents (including without limitation, the Rules and Regulations). The Co-owner shall accept all responsibility as if all provisions were so incorporated.

(b) A Co-owner desiring to rent or lease a unit shall disclose that fact in writing to the Association at least twenty (20) days before leasing or renting the Condominium unit and shall supply the Association with a copy of the exact lease or rental form or agreement for its review for compliance with the Condominium Documents.

(c) Lessees, Tenants, or Non-Co-owner occupants, shall comply with all of the conditions of the Condominium Documents (including without limitation, the Rules and Regulations) of the Condominium Project and all leases and rental agreements, or written agreements shall so state. If the Board of Directors determines that the Lessees, Tenants or Non-Co-owner occupants have failed to comply with any of the terms and conditions of the Condominium Documents, the Board of Directors may take the following action:

(i) The Board of Directors or its duly authorized agent shall notify the Co-owner by certified mail

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advising of the alleged violation by the Lessees, Tenants or Non-Co-owner occupants.

(ii) The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach(es) by the Lessees, Tenants or Non-Co-owner occupants or advise the Board of Directors or its duly authorized agent that a violation has not occurred.

(iii) If, after fifteen (15) days, the Board of Directors or its duly authorized agent believes that an alleged breach is not incurred, or may be repeated, it may institute, on its behalf an action for eviction against the Lessees, Tenants or Non-Co-owner occupants and simultaneously for money damages in the same action against the Co-owner, Lessees, Tenants or Non-Co-owner occupants for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by Summary Proceedings. The Board of Directors on behalf of the Association of Co-owners may hold both the Lessees, Tenants or Non-Co-owner occupants and the Co-owner liable for any damages caused by the Co-owner or Lessees, Tenants, or Non-Co-owner occupants in connection with the use, occupancy or vacation of the Condominium unit.

(d) When a Co-owner is in arrears to the Association of Co-owners for Assessments, the Board of Directors or its Duly authorized agent may give written notice of the arrearage to a Lessee or Tenant or Non-Co-owner occupant occupying a Co-owner's Condominium unit under a lease, rental agreement or written agreement, and the Lessee or Tenant or Non-Co-owner occupant, after receiving the notice, shall deduct from rental, lease or contract payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association of Co-owners. The deduction shall not constitute a breach of the rental agreement, lease, or written agreement by the Tenant or Lessee or Non-Co-owner occupant.

(e) The Board of Directors shall promulgate through its duly enacted Rules and Regulations reasonable requirements in the contents of any Leases, rental agreement or any other agreements as pertain to any unit in the Condominium.

(f) Upon execution the Co-owner shall forthwith furnish to the Board of Directors a copy of the executed Document or be subject to the administrative charges which shall be enforced and collected as Assessments pursuant to Article II herein.

(g) In all instances the Co-owner shall indemnify and hold harmless the Association and its Board of Directors as to any warranties express or implied as to the condition of the unit or the Common Elements (General or Limited) or the performance of the Association with regard to same.

Section 14. No Co-owner may dispose of a unit or any interest therein by sale, or written agreement without prior written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

(a) A Co-owner intending to make a sale or written agreement disposing of a unit or any interest therein shall give written notice of such intention delivered to the Association at its registered office, management company or as otherwise designated in the Rules and Regulations, and shall furnish the name and address of the intended purchaser or other person acquiring an interest in said unit and such other information as the Board of Directors of the Association shall reasonably require. At the time

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of giving such notice, which shall be at least thirty (30) days before the final documents are to be signed, such Co-owner shall also furnish to the Association copies of all instruments setting forth the terms and conditions of the proposed transaction. The Co-owner shall provide the intended purchaser or other person acquiring an interest, with a copy of the Condominium Documents, including all Rules and Regulations adopted by the Association. Each Co-owner will be provided with one copy of such Documents and Rules and Regulations which will be the Co-owner's responsibility; additional copies may be provided at the Co-owner's expense.

The giving of such notice shall constitute a warranty and a representation by such Co-owner to the Association and to any purchaser or other person acquiring an interest produced by the Association that the Co-owner believes the proposed sale or written agreement disposing of an interest in a unit or any other transaction to be bona fide in all respects.

The selling or transferring Co-owner shall be responsible to the Association for any and all damages suffered by it in exercise of its rights hereunder and, in the event any proposed sale or transfer of interest is not bona fide, such damages to include (but not be limited to) the difference between the price or damages paid by the Association for the unit and the fair market value thereof. In all sales or transfers of interest transactions the parties thereto shall be responsible and obligated to forthwith furnish the Association with copies of the documents conveying title or an interest in the unit and shall also forthwith provide information pursuant to Article VII herein.

(b) Within twenty (20) days after receipt of such notice of intention to sell or transfer an interest, the Association shall either approve the transaction or furnish a purchaser or other person acquiring an interest satisfactory to it (and give notice thereof to the selling or transferring Co-owner) who will immediately execute a contract of sale or written agreement upon terms as favorable to the seller or transferrer as the terms furnished with the notice. During said twenty (20) day period, the Association shall have the right to show the unit to prospective purchasers or transferees. A purchaser or transferee furnished by the Association may have not less than thirty (30) days subsequent to the date of their approval by the Association within which to close the transaction. Such seller or transferee shall be bound to consummate the transaction with such purchaser or transferee as may be approved and furnished transaction with such purchaser or transferee as may be approved and furnished by the Association. In case of sale, the approval of the Association shall be in recordable form, signed by an authorized Officer of the Association, and shall be delivered to the purchaser or transferee. Failure of the Association to either approve such sale or written agreement or to furnish an appropriate substitute purchaser or transferee within such thirty (30) day period for any reason whatsoever shall be deemed to constitute approval following which the Association shall prepare and deliver written approval in the event of sale in recordable form.

(c) In the event that a sale or other title transfer transaction is consummated between a Co-owner and any proposed purchaser or transferee upon any basis other than as disclosed to the Association, the Association shall then have the same rights to disapprove the transaction and to furnish a purchaser or transferee satisfactory to it, as expressed above in subsections (a) and (b) of this Section 13, and such rights to disapprove and furnish a purchaser or transferee shall expire thirty (30) days after the Directors of the Association receive knowledge at a Board of Director's meeting of the actual terms of the transaction or one (1) year after consummation of the original transaction, whichever occurs first. In addition to the above stated remedies of the Association, the Board of Directors may impose an administrative processing fee as set forth in the Rules and Regulations upon the

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transfer or conveyance of any interest in any unit by a Co-owner without prior written consent of the Board of Directors which is not subject to a one (1) year limitation for imposition.

(d) When a Co-owner is in arrears to the Association of Co-owners for Assessments, the Board of Directors or its duly authorized agent may give written notice of the arrearage to a Land Contract Vendee or other person or entity having an interest in the Co-owner's Condominium unit under a land contract or other agreement granting or conveying an interest, and the Vendee, or other person or entity having such interest after receiving the notice, shall deduct from payments due the Co-owner the arrearage and future Assessments as they fall due and pay them to the Association of Co-owners. The deduction shall not constitute a breach of the contract with the Co-owner.

(e) Upon the sale or conveyance of a unit, all unpaid Assessments against that unit shall be paid out of the sale price or by the purchaser in preference over any other Assessments or charges of whatever nature except the following:

(i) Amounts due the State, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the unit.

(ii) Payments due under a first mortgage having priority thereto.

A purchaser or grantee is entitled to a written statement from the Association of Co-owners setting forth the amount of unpaid Assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the unit conveyed or granted, subject to a lien for any unpaid Assessments against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests in writing a written statement from the Association of Co-owners, at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid Assessments against the unit together with interest, costs and actual Attorney's fees (not limited to Statutory Attorney's fees) incurred in the collection thereof.

(f) In all instances the Co-owner shall indemnify and hold the Association and its Board of Directors harmless as to any warranties (express or implied) as to the condition of the unit or the Common Elements (both General or Limited) or the performance of the Association with regard to same.

(g) This section shall not apply to a public or a private sale pursuant to foreclosure of a first mortgage on any unit, nor shall this section apply to a subsequent sale by the holder of a first mortgage who has acquired title to a unit by purchase at a sale pursuant to foreclosure of the first mortgage held by it on such unit.

(h) Upon execution the Co-owner shall forthwith furnish to the Board of Directors a copy of the executed Document or be subject to the administrative charges which shall be enforced and collected as Assessments pursuant to Article II herein.

Section 15. No person shall perform or allow any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless receiving prior written approval by the Board of Directors of the Association, which approval is subject to the terms and conditions as promulgated in the Rules and Regulations of the Association.

Section 16. No unsightly condition shall be maintained upon any porch or balcony or patio and only furniture or equipment consistent with such ordinary use shall be permitted to remain there during seasons when porches, balconies or patios are

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reasonably in use and no furniture or equipment of any kind shall be stored on porches during seasons when such are not reasonably in use. Reference should be made to the Rules and Regulations of the Association for further guidelines regarding this section.

Section 17. Each Co-owner shall maintain the unit and any Limited Common Element appurtenant thereto for which said Co-owner has the maintenance responsibility in a safe, clean and sanitary condition.

(a) No Co-owner shall do or permit anything to be done, or keep or permit to be kept in the unit or on the Common Elements (General or Limited), anything which will increase the rate of insurance on the Condominium. No unit or any part of the Common Elements (General or Limited) shall be used, occupied or kept in a manner which violates any Law, Statute, Ordinance or Regulation of any governmental body or which leads to the cancellation of any hazard insurance policy or policies on the Condominium Premises.

(b) Each Co-owner shall also use due care to avoid damaging any of the Common Elements (General or Limited), including but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Elements in any unit which are appurtenant to or which may affect any other unit.

(c) Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements (General or Limited) by the Co-owner, members of the family or household, tenants, lessees, vendees, guests employees, contractors, licensees, invitees, or agents, insurance coverage notwithstanding.

(d) Any costs or damages resulting from the failure to comply with the provisions of this Section shall be assessed to and collected from the responsible Co-owner in the same manner as Assessments as provided in Article II hereof, or such other and further remedies as may be afforded elsewhere in the Condominium Documents or by Law.

Section 18. A Co-owner may impose reasonable restrictions or covenants running with the land upon a Condominium unit in the Condominium Project, in addition to such reasonable restrictions and covenants as may be contained in the Condominium Documents so long as such restrictions and covenants are not otherwise prohibited by Law and as long as they are consistent with the Condominium Documents. The restrictions and covenants may include provisions governing the joint or common ownership of Condominium unit(s) in the Condominium Project and the basis upon which the usage of the Condominium apartment(s) may be shared from time to time by the joint or common owners thereof.

Section 19. Conveyances and any other instruments affecting title to any Condominium unit in the Condominium Project shall describe the same by reference to the Condominium unit number of the Condominium Subdivision Plan and the caption thereof, together with a reference to the Liber and Page of the County records in which the Master Deed is recorded.

Section 20. No person shall do or permit anything to be done or keep or permit anything to be kept in a unit or upon the Common Elements (General or Limited) anything that will increase the risk of hazard to person or property or the rate of insurance on the Condominium (as determined in the reasonable discretion of the Board of Directors). Each Co-owner, by ownership or use of any unit or the observance, allowance or the maintenance of any condition or circumstance in or about said unit or the Common Elements (General or Limited) of the Condominium which increases the hazard or risk or is considered an inherently dangerous activity (as determined in the reasonable discretion of the Board of Directors) shall have an affirmative duty to notify the Board of

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Directors in the time and manner prescribed in the Rules and Regulations as to the existence of such condition or circumstance. In addition any Co-owner who owns or permits such condition or circumstance shall carry sufficient insurance in accordance with the requirements of the Rules and Regulations to cover the increased risk or hazard. Such Co-owner shall have a duty to notify the Board of Directors of any intended or actual lapse, cancellation or discontinuance of insurance coverage obtained in compliance with this insurance requirement. In the event the said Co-owner fails to furnish evidence of such coverage or suffers or incurs a loss of such insurance coverage, or damages are sustained, the Association may secure such insurance coverage or pay for or cure the damages sustained by reason of failure to maintain such insurance coverage as the Board of Directors in its sole discretion deems necessary to cover such risk or hazard or repair such damage and assess and collect the costs for same against the said Co-owner's unit pursuant to Article II herein and such other and further remedies as may be afforded elsewhere in the Condominium Documents or by Law.

ARTICLE VII

MORTGAGES

Section 1. Any Co-owner who mortgages their unit shall forthwith notify in writing the Association through the Board of Directors or managing agent if any exists, of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such unit, report any unpaid Assessments due from the Co-owner of such unit.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such coverage, upon written request by such mortgagee.

Section 3. Upon written request submitted to the Association, any mortgagee holding a first secured lien upon any unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

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ARTICLE VIII**AMENDMENTS**

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the Co-owners or by an instrument in writing signed by them.

Section 2. Upon such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 3. The Condominium Bylaws may be amended without the consent of the Co-owners of the mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. Co-owners and mortgagees of record shall be notified of proposed amendments, under this Section, not less than ten (10) days before the amendment is recorded.

Section 4. The Condominium Bylaws may be amended by the Association at any regular annual meeting, or a special meeting called for such purpose, by an affirmative vote of sixty-six and two-thirds (66 2/3%) percent of all Co-owners in number and their mortgagees of record. A mortgagee of record shall have one vote for each mortgage held.

Section 5. Any amendment to the Condominium Bylaws (but not the Corporate Bylaws of the Association) shall become effective upon recordation of such amendment in the office of the Register of Deeds in the County where the Condominium is located.

Section 6. A copy of each amendment to the Condominium Bylaws shall be delivered to each Co-owner of the Condominium Project after recordation; provided, however, that any amendment to the Condominium Bylaws that is adopted in accordance with this Article shall be binding upon all persons or entities who have an interest in, utilize or enter upon the Condominium Premises irrespective of whether such persons or entities actually receive a copy of such amendment.

Section 7. A person or entity causing or requesting an amendment to the Condominium Master Deed or Bylaws shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees, the costs of which are expenses of administration.

ARTICLE IX**COMPLIANCE**

The Association of Co-owners and Vendees and all present or future Co-owners, Vendees, tenants, future tenants, Lessees, or future Lessees, licensees, invitees, guests, agents, contractors, or members of their respective family or household, or any other persons acquiring any interest in the Condominium or otherwise entering upon or utilizing the premises or facilities of the Condominium Project in any manner are subject to and shall comply with the Condominium Documents (including without limitation, the Rules and Regulations), the Condominium Act, being Act 59 of the Public Acts of Michigan of 1978 and the Deregulation Act, being Act 538 of the Public Acts of Michigan of 1982, and as amended. The mere acquisition, occupancy, lease or rental of any apartment or an interest therein, or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Statutes, the Statutes shall

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govern unless otherwise determined by a Court of competent jurisdiction.

ARTICLE X

DEFINITIONS

All terms used in the Condominium Documents (including without limitation, the Rules and Regulations) shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or where silent, the Definitions shall have the same meaning as those set forth in Act 59 of the Public Acts of Michigan, 1978 (the Condominium Act) or Act 538 of the Public Acts of Michigan, 1982 (the Deregulation Act) or as amended.

ARTICLE XI

REMEDIES FOR DEFAULT

Section 1. Any Co-owner, Vendee, Lessee, Tenant, Non-Co-owner occupant, agent, servant, contractor, licensee, invitee, guest, employee or members of their respective family or household, or those persons or entities claiming an interest by, through, or with a Co-owner who fails to comply with any of the terms or provisions of the Condominium Documents (including without limitation, the Rules and Regulations) shall be deemed a Default by a Co-owner and shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Failure to comply with any of terms or provisions of any of the Condominium Documents (including without limitation, the Rules and Regulations) shall be grounds for relief, which may include, without intending to limit same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if in default of payment of any Assessments) or any combination thereof. Any such relief may be sought by the Association, or if appropriate, by any aggrieved Co-owner or Co-owners. The Association may collect monies due from the Co-owner of a unit from a Lessee's or Tenant's rent or Vendee's payment due to the Co-owner without such Co-owner's consent. Such deductions shall not be a breach of the Lease, rental or other written agreement. The Association may also proceed directly against a Lessee, Tenant or Non-Co-owner occupant of a unit in accordance with Article VI, Section 12 of these Condominium Bylaws.

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

(c) The violation of any of the provisions of the Condominium Documents (including without limitation, the Rules and Regulations) shall also give the Association or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. Any and all costs and expenses incurred by the Association under this provision shall be assessed against the Co-owner and enforced and collected in the same manner as Assessments pursuant to Article II herein or as elsewhere provided in the Condominium Documents.

(d) A Co-owner may maintain an action (in a Court of competent jurisdiction) against the Association of Co-owners and its Officers and Directors to compel these persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may

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maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Condominium Act, as amended.

(e) Such other reasonable remedies, including without intending to limit same, the levying of fines (after notice an hearing thereon), late charges, or other costs, fees, expenses, interest, and charges, and Attorney's fees (not limited to Statutory fees) against Co-owners, their Lessees, Tenants, Non-Co-owner occupants, or Vendees for violations or noncompliance with the Condominium Documents (including without limitation, the Rules and Regulations) by said persons or entities or those persons or entities described in Section 1 of this Article. All such persons or entities shall be jointly and severally liable to the Association. The amount, manner, and method of the imposition and collection of any and all such fees, fines, expenses, costs, and charges shall be set forth in the Rules and Regulations. All such sums levied or imposed shall be deemed Assessments and Enforced and collected in the same manner as set forth in Article II of the Condominium Bylaws.

(f) Such other reasonable remedies, including without intending to limit same, written directives or requests of the Board of Directors or their duly authorized agent(s) for compliance, observance or conformance with the Condominium Documents (including without limitation, the Rules and Regulations) including by way of example but not by way of limitation the performance or nonperformance of stated activities, reparations, renovations, restorations, maintenance, the furnishing of documentation or other required or requested proofs or evidence or information or such other and further actions as the Board of Directors deems necessary or appropriate in the operation and administration of affairs of the Condominium Community.

Section 2. The failure of the Association or of any Co-owner to enforce any right, provisions, covenant or condition which may be granted by the Condominium Documents (including without limitation, the Rules and Regulations) or State Law 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. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents (including without limitation, the Rules and Regulations) shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. A Co-owner shall not be exempt from contributions for Assessments by the nonuse or waiver of the use of any of the Common Elements or Community facility or by abandonment of said Co-owner's Condominium unit.

Section 5. A Co-owner may not assert in an answer or set off to a complaint brought by the Association for non-payment of Assessments the fact that the Association or Co-owners or its agents have not provided the service or management to a Co-owner(s).

ARTICLE XII

SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to

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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 held to be partially invalid or unenforceable.