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**RESTATED MASTER DEED**

**WINDCLIFF SHORES**

(Act 59, Public Acts of 1978)  
as amended

This Restated Master Deed is made, with an effective date of November 7, 2014, by Windcliff Shores Condominium Association, a Michigan limited liability company of P.O. Box 567, South Haven, MI 49090 (the "Association"), pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act").

Windcliff Shores, a Condominium, was established pursuant to the Master Deed recorded at Liber 2291, Page 703 on September 6, 2002 of Allegan County Records, and as amended by the First Amendment to Master Deed recorded on January 30, 2004 at Liber 2625, Page 1, the Second Amendment to Master Deed recorded on July 9, 2007 at Liber 3137, Page 100 (Document No. 2006029108), the Third Amendment to Master Deed recorded on September 28, 2007 at Liber 3163, Page 500 (Document No. 2006035093), the Fourth Amendment to Master Deed recorded on June 18, 2008 at Liber 3242, Page 826 (Document No. 2008012902), the Fifth Amendment to Master Deed recorded on June 2, 2010 at Liber 3422, Page 727 (Document No. 2010010027), the Sixth Amendment to Master Deed recorded on February 10, 2012 at Liber 3589, Page 655 (Document No. 2012002954), the Seventh Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 245, the Eighth Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 249, the Ninth Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 253, the Tenth Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 258, the Eleventh Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 262, and the Twelfth Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 266, Allegan County Records, and designated as Allegan County Condominium Subdivision Plan No. 177.

The Association has prepared this Restated Master Deed in order to incorporate all of the above-referenced Amendments into one revised master deed document so that present and future Co-owners can more easily understand the terms of the Master Deed, as amended. The Association, through its Board of Directors, has prepared this Restated Master Deed pursuant to the authority granted in the Master Deed, and no vote of the Co-owners or mortgagees was required for this Restated Master Deed as it only compiles the prior Amendments to the Master Deed. To the extent there is a conflict between the terms of this Restated Master Deed and the

original Master Deed or any of the Amendments, the original Master Deed and the Amendments shall control.

### PREAMBLE

1. The Developer is engaged in the development of a site condominium project to known as Windcliff Shores (the "Project"), pursuant to development plans approved by the Township of Casco, Allegan County, Michigan, on a parcel of land described in Article II of this Master Deed (the "Real Property");

2. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached hereto as **Exhibit A** and the Condominium Subdivision Plan attached as **Exhibit B** (both of which are hereby incorporated by reference and made a part hereof), to establish the Real Property, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Act; and

3. The Developer does, upon the recording of this Master Deed, establish Windcliff Shores, a site condominium project under the Act and does declare that the Project, after being so established, shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden on and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in the Real Property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

### ARTICLE I

#### NATURE OF PROJECT

The Project is a residential site condominium containing thirty-four (34) Units. The thirty-four (34) Condominium Units in the Project, including the number, boundaries, dimensions and area thereof, are set forth completely in the Condominium Subdivision Plan attached as **Exhibit B**, and each such Unit is capable of individual utilization by reason of having its own entrance from and exit to a public road and/or a common element of the Project. Each Co-owner in the Project shall have a particular and exclusive property right to his Unit and to the Limited Common Elements appurtenant thereto, and shall have an undivided and inseparable right to share with other Co-owners in the General Common Elements of the Project as designated by this Master Deed.

## ARTICLE II

### LEGAL DESCRIPTION

A. The land upon which the Project is situated, and which is hereby submitted to condominium ownership pursuant to the provisions of the Act, is located in the Township of Casco, Allegan County, Michigan, and is described as follows:

Commencing at the Northeast corner of said Section 25; thence North 89 degrees 19 minutes 06 seconds West along the North section line as monumented, 1043.48 feet to the centerline of Blue Star Memorial Highway; thence South 14 degrees 11 minutes 25 seconds West on same, 267.19 feet to the place of beginning of this description; thence continuing south 14 degrees 11 minutes 25 seconds West on said centerline, 409.65 feet to the North line of Beverly Beach subdivision as recorded in Liber 6 of plats on Page 1; thence North 89 degrees 30 minutes 16 seconds West on same, 2239.00 feet to an intermediate traverse line along Lake Michigan; thence North 00 degrees 08 minutes 49 seconds East on same, 398.01 feet; thence South 89 degrees 30 minutes 16 seconds East parallel and 398.00 feet North of the South line of the North 660 feet of the North half of said Section 25 a distance of 2338.40 feet to the place of beginning.

## ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of Windcliff Shores Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Windcliff Shores as a Condominium. As used in such documents, unless the context otherwise requires, the terms set forth below shall be defined as follows:

(a) "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) "Affiliate of the Developer" means any person who controls, is controlled by, or is under common control with the Developer. A person is controlled by another person if the person is a general partner, officer, member, director, or employee of the person, directly or indirectly, individually or with 1 or more persons or subsidiaries owns, controls, or holds power to vote more than 20% of the person, controls in any manner the election of a majority of the directors of the person, or has contributed more than 20% of the capital of the person.

(c) "Arbitration Association" means the American Arbitration Association or its successor.

(d) "Association of Co-owners" or "Association" means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(e) "Association Bylaws" means the corporate Bylaws of the Association.

(f) "Common Elements", where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV hereof.

(g) "Condominium Bylaws" means **Exhibit A** to this Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, which form a part of this recorded instrument.

(h) "Condominium Documents" means and includes this Master Deed and all exhibits to this Master Deed recorded pursuant to the Act, and any other instrument referred to in this Master Deed which affects the rights and obligations of a Co-owner in the Condominium.

(i) "Condominium Premises" means the land described in Article II above, as the same may be amended, all improvements and structures located or to be located thereon, and all easements, appurtenances and other rights belonging to Windcliff Shores as described in this Master Deed.

(j) "Condominium Subdivision Plan" means **Exhibit B** to this Master Deed, being the site, survey and other drawings depicting the real property and improvements which form a part of this recorded instrument.

(k) "Condominium Unit", "Site Unit" or "Unit" means a single residential building site designed and intended for separate ownership and use, as described in this Master Deed. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owners of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements.

(l) "Consolidating Master Deed" means the final amended Master Deed which shall describe Windcliff Shores, a Condominium, as a completed Condominium Project and all Units and Common Elements therein, which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Allegan County Register of Deeds, shall

supersede the previously recorded Master Deed and all amendments thereto for Windcliff Shores, a Condominium.

(m) "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own a Condominium Unit in the Project. Co-owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

(n) "Developer" means Windcliff Shores, LLC, a Michigan limited liability company, which has made and executed this Master Deed, its successors and assigns.

(o) "Development and Sales Period," for purposes of the Condominium Documents and the rights reserved by the Developer and its successors thereunder, shall be deemed to continue for as long as the Developer continues to own any Unit in the Project.

(p) "General Common Elements" means those Common Elements of the Project described in Article IV.A of this Master Deed which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the costs of operation thereof.

(q) "Limited Common Elements" means those common elements of the Project described in Article IV.B of this Master Deed which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(r) "Master Deed" means this instrument, together with the exhibits attached to this Master Deed and all amendments of this Master Deed, by which the Project is submitted to condominium ownership.

(s) "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner in the Common Elements of the Project.

(t) "Project" or "Condominium" means Windcliff Shores, a condominium development established in conformity with the provisions of the Act.

(u) "Residential Builder" is a person licensed as a residential builder under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412.

(v) "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes that

may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Whenever any reference in this Master Deed is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made in this Master Deed to the singular, a reference shall also be included to the plural where the same would be appropriate.

#### ARTICLE IV

##### COMMON ELEMENTS

The Common Elements of the Project as depicted in **Exhibit B**, and the respective responsibilities for maintenance, repair and replacement thereof are as follows:

A. The General Common Elements are:

(1) The land described in Article II of this Master Deed not otherwise designated as Units or Limited Common Elements, including easement interests of the Condominium;

(2) The private road, walkway, and beach area located on the common areas of the Project;

(3) The swimming pool and pool house located on the common areas of the Project; and

(4) All other Common Elements of the Project not designated in this Master Deed as Limited Common Elements, which are not enclosed within the boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

(5) The electrical transmission system throughout the Project up to the point of lateral connection with a Limited Common Element now or hereafter constructed within a Unit;

(6) The telephone system throughout the Project up to the point of connection with a Limited Common Element now or hereafter constructed within a Unit;

(7) The gas distribution system throughout the Project up to the point of connection with a Limited Common Element now or hereafter within a Unit;

(8) The water distribution system throughout the Project, up to the point where service is stubbed for connection with a Limited Common Element that is now or hereafter constructed within a Unit;

(9) The sanitary sewer system throughout the Project, up to the point where the sewer is stubbed for connection with a Limited Common Element that is now or hereafter constructed within a Unit;

(10) The storm drainage system throughout the Project;

(11) The telecommunications system, if and when it may be installed, up to, but not including, connections to Limited Common Elements to provide service to each residential dwelling that now or hereafter is constructed within a Unit.

Some or all of the utility and/or cable television lines, systems (including mains and service leads) and equipment may be owned by the local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such utility and or cable television lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

(12) If built, the tennis court and pond and fountain located on the common areas of the Project.

B. The Limited Common Elements are:

(1) The pipes, ducts, wiring and conduits supplying sanitary sewer, telecommunications, electricity, gas, water, telephone, television and/or other utility service to or from a Unit, up to the point of lateral connection with a General Common Element of the Project or public or private utility line;

(2) The land located within Unit boundaries, from and below the surface thereof, as shown on the Subdivision Plan attached as **Exhibit B**; and

(3) The sidewalk as shown in **Exhibit B**. Notwithstanding the fact that it is designated as a Limited Common Element as required for Casco Township site plan approval, it is not reserved in this Master Deed for the exclusive use of less than all of the Co-owners. All Co-owners are entitled to use the sidewalk.

C. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(1) Unit owners shall be responsible for the maintenance, repair and replacement of the footing drains, gutters, down spouts, and pump system on their respective Units which they must install and connect to the community drain system, as well as all structures, improvements, and landscaping erected, placed or located within the Unit and any appurtenant Limited Common Element, including any portions thereof which may extend beyond Unit boundaries; provided, that the exterior appearance of all structures and yard areas, to the extent visible from any other Unit or General Common Element, shall be subject at all times to the approval of the Association and to such

reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations. Notwithstanding the above, the Association will be responsible for mowing and fertilizing all Unit lawns.

(2) The cost of cleaning, decoration, maintenance, repair and replacement of all Common Elements other than as described above shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet. As initially approved by the Township, the road is to be dedicated as a public road. The Developer reserves the right to develop the road as a private road. If it is developed as a private road, the Developer shall amend this Master Deed accordingly. All of the Co-owners and mortgagees of the Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be made pursuant to this Article. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

(3) While it is intended that each Co-owner will be solely responsible for the performance and cost of the maintenance, repair and replacement of the residence and all other appurtenances and improvements constructed or otherwise located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his residence or any Limited Common Element appurtenant thereto in a proper manner and in accordance with the standards set forth by the Association.

In the event a Co-owner fails, as required by this Master Deed, the Condominium Bylaws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain his Unit or any improvement or appurtenance located therein or any Limited Common Element appurtenant thereto, the Association (and/or Developer during the Development and Sale Period), shall have the right, but not the obligation, to undertake such regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to residences or other improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, snow removal and tree trimming).

Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required in the first instance to be borne by a Co-owner shall be charged to the affected Co-owner or Co-owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to



the Association under the Condominium Documents and by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

(4) The Owners of Units 19 through 34 shall be responsible for the installation of the sidewalk shown on **Exhibit B** before an occupancy permit is issued for a structure built on the Unit. The sidewalk must be located inside the twenty (20) foot wide utility easement along the road and must be located seven (7) feet from the back of the curb. It must be five (5) feet wide and shall contain six bag limestone. Subsequent to the initial installation, the Condominium Association shall be responsible for the maintenance, repair and replacement of the sidewalk. The costs to maintain, repair and replace the sidewalk shall be charged to all Co-owners as a common expense, unless the costs were incurred due to the negligence, misuse or neglect of a Co-owner, or its guests, tenants, invitees or agents, in which case such expense shall be charged to such Co-owner. If the Co-owner fails to reimburse the Association for such costs, then such expenses shall be specially assessed against the Unit involved, or if more than one Unit is involved, against all such Units, pro rata as to their percentages of value so that the total of such expenses equal the total of such assessments.

D. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of telephone, electric, gas, sewer, water, and other utility lines by laterals from the mains (if any) to any structures and fixtures located within the Units and their respective Limited Common Elements. All utilities must be installed underground.

E. Except as set forth herein, Condominium Units shall not be separable from the Common Elements appurtenant thereto, and shall not be used in any manner inconsistent with the purposes of the Project or in any way which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements appurtenant thereto.

## ARTICLE V

### DESCRIPTION AND PERCENTAGE OF VALUE

A. A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official benchmark of the United States Geological Survey, is set forth in the Condominium Subdivision Plan as surveyed by Mitchell Surveys, Inc. The Development plan has been filed with the Township of Casco. Each Unit shall include the space located within the Unit boundaries above the surface of the land, as shown on **Exhibit B** to this Master Deed and delineated with heavy outlines, together with all appurtenances thereto.

B. The total value of the Project is 100, and the percentage thereof assigned to each of the Condominium Units shall be equal.

The percentage of value assigned to each Unit shall be determinative of the undivided interest of a Co-owner in the Common Elements and of the proportionate share of

each of the respective Co-owners in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The percentage of value allocated to each Unit may be changed only with the unanimous consent of each institutional holder of a first mortgage and all of the Co-owners expressed in an amendment to this Master Deed, duly approved and recorded. The percentages of value were determined on a formula based on an allocation of expenses of maintenance which are equal. However, the Developer reserves the exclusive right to adjust such percentages pro-rata as subsequent phases are added to the Project by amendment or amendments to the Master Deed without the consent of any Co-owner, mortgagee or other interested person.

C. The number, size and/or location of Units or of any Limited Common Element appurtenant to a Unit as described in **Exhibit B** to this Master Deed may be modified from time to time, in Developer's sole discretion, by amendment effected solely by the Developer or its successor without the consent of any Co-owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or purchaser and mortgagee thereof. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentages of Value for the Project. No Unit modified in accordance with this Paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the foregoing and, subject to the limitations set forth in this Master Deed, the proportionate reallocation of Percentages of Value of existing Units which Developer or its successors may determine to be necessary in conjunction therewith. All such interested persons irrevocably appoint Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

## ARTICLE VI

### EASEMENTS

A. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachments exists, and for the maintenance thereof after rebuilding in the event of destruction. This shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon a Unit without the consent of the Co-owner of said Unit to be burdened by the encroachment or easement. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible for

which it may elect to assume, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project, and for access to the Units for purposes of decoration, maintenance, repair or replacement as provided under Article IV.C.3 of this Master Deed. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

B. The Association, both before or after the Transitional Control Date, shall be empowered and obligated to grant such easements under and across the Condominium Premises for utilities, access, and other lawful purposes as it determines to be reasonable and necessary, subject, however to the approval of the Developer during the Development and Sales Period.

C. Until final completion of the Project as described in Article I of this Master Deed, the Developer reserves the following non-exclusive easements for the benefit of itself, its successors and assigns which may be utilized at any time or times without the payment of any fee or charge whatsoever other than the reasonable costs of work performed, utilities consumed and/or maintenance required as a direct result of such use:

(1) for the unrestricted use of all roadways, driveways and walkways in the Condominium for the purpose of ingress and egress to and from any Unit owned by it; and

(2) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article II. If the Developer does so, it will create a permanent easement in favor of the Unit(s) benefitted, and the Developer may amend the Master Deed to evidence such easement(s).

So long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of this Master Deed and of the Act.

D. An easement is hereby granted in all improved rights-of-way, and in the twenty (20) foot area adjacent thereto, as shown on **Exhibit B**, for public utilities, including but not limited to water, sewer, gas, electric, telephone, and cable television.

E. Pursuant to Section 67(3) of the Act, certain utility and access easements may be created through the Project for the benefit of undeveloped portions of the Project.

F. There are storm water drainage easements reserved along the common boundaries between Units, as well as over certain portions of Unit 34, and across the Common Areas as shown on **Exhibit B**. No landscaping or any plantings of any type shall be permitted within these drainage easement areas absent the prior consent of the ACC. Other utility easements and sanitary sewer easements are also reserved as shown on **Exhibit B**.

G. [Removed in its entirety, without replacement, by the Eleventh Amendment to Master Deed.]

H. A five (5) foot wide easement for the installation of a fence is reserved along the rear five (5) feet of each Unit, as shown on **Exhibit B**. Either the Developer or the Association may install a fence of a type, height and design of its choice in this easement area. If the Association or the Developer determines to install a fence in this easement area, the cost to purchase and install the fence will be an Association expense; and, thereafter, the Association shall be responsible for maintenance, repair and replacement of the fence unless the costs were incurred due to the negligence, misuse or neglect of a Co-Owner, or its guests, tenants, invitees or agents, in which case such expense shall be charged to such Co-owner. If the Co-owner fails to reimburse the Association for such costs, then such expenses shall be specially assessed against the Unit involved, or if more than one Unit is involved, against all such Units, pro rata as to their Percentages of Value so that the total of such expenses equal the total of such assessments.

## ARTICLE VII

### CONVERTIBLE AREAS

The Developer reserved the right to change the area shown on **Exhibit B** as convertible areas to a Limited or General Common Element, to permit the Developer to construct ancillary improvements such as project development signs or entrance gates, as the Developer may elect. The Developer is not obligated to construct any such improvements. If such a conversion occurs, the Developer will amend the Master Deed to reflect same.

All of the Co-owners and mortgagees of the Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be made pursuant to this Article VII. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE VIII

### STORM WATER SYSTEM

Each Co-owner is obligated to install and connect his footing drains, gutters, and down spouts to a community drainage system. The Developer will install the community system, including the common drainage pipes along the common boundaries as shown on **Exhibit B**. The gutter system must drain into this common system. Each Co-owner must also install a pump system to pump the water into this community drainage system. Each Co-owner must also install a back system to insure that the pump functions at all times.

## ARTICLE IX

### RIGHT TO WITHDRAW – AUTOMATIC CONVERSION

Notwithstanding anything to the contrary contained in this Master Deed, if the Developer has not completed development and construction of Units or improvements identified as “need not be built”, during a period ending 6 years from the date the Developer last exercised its conversion rights, the Developer, its successors, or assigns have the right to withdraw from the Project all undeveloped portions of the Project, not identified as “must be built”, without the prior consent of any Co-owners, mortgagees of units in the Project, or any other party having an interest in the Project. Any undeveloped portions so removed from the Project shall automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions. If the Developer fails to so withdraw any undeveloped portions of the Project from the Project before the expiration of this six-year time period, then such lands shall remain a part of the Project as General Common Elements and all rights to construct units upon that land shall cease. In such event, if necessary, the Association or a Co-owner may bring an action to revise the percentages of value for the existence of fewer units in the Project.

## ARTICLE X

### AMENDMENT AND TERMINATION

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents, or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of Allegan County, Michigan.

B. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

(1) The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in this Project, including, but not limited to, amendments to modify the dimensions of unsold condominium units and their appurtenant Limited Common Elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or of the State of Michigan. As stated above, the Developer may amend the Master Deed, without the consent of any Co-owner or mortgagee to change the road from a public to a private road and designate it as a General Common Element.

(2) The amendment may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-

thirds (2/3) of the Co-owners and in some instances two-thirds (2/3) of the mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the formula used to determine Percentages of Value for the Project be modified without the consent of each affected Co-owner. The provisions related to renting a Unit may not be modified without the Developer's consent, as long as the Developer owns a Unit. The affirmative vote of 2/3 of Co-owners is considered 2/3 of all Co-owners entitled to vote as of the record date for such votes. Rights reserved by the Developer herein, including without limitation rights to amend for purposes of expansion and/or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successor continue to own or to offer for sale any Unit in the Project. For purposes of this sub-section, a mortgagee shall have one vote for each unit upon which a mortgage or mortgages are held. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots as described in Section 90a of the Act. Any mortgagee ballot not returned within 90 days of mailing shall be counted as approval for the change.

(3) A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed shall not be amended nor shall the provisions of this Master Deed be modified in any way without the written consent of the Developer, its successors or assigns.

(4) Notwithstanding the above, after the Development and Sale Period, upon an affirmative vote of 40% of the Co-owners in number, this Master Deed may be amended to convert the road from a public road to a private road and to designate it as a General Common Element.

(5) A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments proposed by the Board of Directors or based upon the Advisory Committee's decision, the costs of which are expenses of administration. The Co-owners of record shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

C. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-owners and mortgagees, as follows:

(1) Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of the termination agreement or of ramifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

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

(3) Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

(4) Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must be submitted to the administrator.

## ARTICLE XI

### COMPLIANCE WITH TOWNSHIP ORDINANCES

Lands within the condominium are subject to the Casco Township Zoning Ordinance which contains restrictions in addition to those found in the Master Deed and Bylaws.

## ARTICLE XII

### MORTGAGEE VOTES

To the extent that the Act or these Condominium Documents require a vote of mortgagees of Units on an amendment to the Condominium Documents, the procedures and provisions contained in Section 90a of the Act control. Mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

- A. Termination of the Project;
- B. A change in the method or formula used to determine percentage of value assigned to a Unit subject to the mortgagee's mortgage;
- C. A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association of Co-owners to the Unit subject to the mortgagee's mortgage;
- D. Elimination of a requirement for the Association of Co-owners to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation

of responsibility for obtaining or maintaining, or both, insurance from the Association of Co-owners to the Unit subject to the mortgagee's mortgage;

E. The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage;

F. The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Project.

The Association has duly executed this Restated Master Deed with an effective date as first above written.

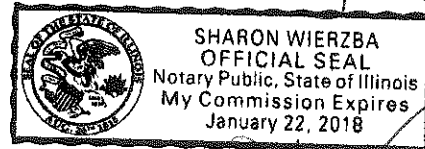
WINDCLIFF SHORES CONDOMINIUM  
ASSOCIATION, a Michigan non-profit corporation.

By: [Signature]  
Lawrence Koehler  
Its: President

STATE OF ILLINOIS       )  
  ) ss  
COUNTY OF Lake       )

The foregoing instrument was acknowledged before me this 13 day of January 2015, by Lawrence Koehler of Windcliff Shores Condominium Association, a Michigan non-profit corporation, on behalf of the Association.

Sharon Wierzba  
Print Name:  
Notary Public, Lake County, Illinois  
Acting in Cook County, Illinois  
My commission expires: January 22, 2018



[Handwritten initials]  
Drafted by and when recorded return to:  
Andrew W. Barnes (P70571)  
Kotz Sangster Wysocki P.C.  
12 Longmeadow Village Drive, Ste. 100  
Niles, Michigan 49120  
(269) 591-6920



**EXHIBIT A**  
**RESTATED CONDOMINIUM BYLAWS**

**OF**  
**WINDCLIFF SHORES**

**ARTICLE I**

**THE CONDOMINIUM**

Section 1. Organization. Windcliff Shores, a residential site condominium located in the Township of Casco, Allegan County, Michigan (the "Condominium"), shall be administered by an association of Co-owners (the "Association") which shall be organized as a nonprofit corporation under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the Common Elements, easements and, generally, the affairs of the Condominium in accordance with the Master Deed, these Condominium Bylaws, the Association's Articles of Incorporation, Association Bylaws, Rules and Regulations of the Association, and all applicable local ordinances and the laws of the State of Michigan, including the Michigan Condominium Act (the "Act").

Section 2. Compliance. All present and future Co-owners (who shall be "Members" of the Association as provided in Article II, Section 1, below; the terms "Member" and "Co-owner" are used interchangeably herein), mortgagees, tenants and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any Condominium Unit, shall be subject to and comply with the provisions of the Act, the Master Deed, these Condominium Bylaws, and the Association's Articles of Incorporation and Bylaws, and all Rules and Regulations of the Association including, without limitation, any provision thereof pertaining to the use and operation of the Condominium Premises and the Condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, the act of occupying the Unit or presence in the Condominium shall constitute an acceptance of the provisions of these documents and an agreement to comply therewith.

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

Section 4. Definitions. All terms used herein shall have any special meaning attributed to such terms in the Master Deed or set forth in the Act.

## ARTICLE II

### MEMBERSHIP, VOTING, AND QUORUM

Section 1. Membership. Each Co-owner of a Condominium Unit, present and future, shall be a Member of the Association during the term of such ownership, and no other person or entity shall be entitled to Membership. Neither Association Membership nor the share of a Member in the Association funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium Unit, and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

Section 2. Voting Rights. Except as limited in the Master Deed and in these Bylaws, the Members owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the total percentage value assigned to the Unit in Article V.B of the Master Deed, when voting by value. Voting, when required or permitted herein or elsewhere in the Condominium Documents, shall be by number, except in those instances where voting is specifically required to be by value, or both by number and by value, and no cumulation of votes shall be permitted.

Section 3. Persons Entitled to Vote. If one person owns a Unit, he shall establish his Membership in the Association and his right to vote by presenting evidence of his ownership. If more than one person owns a Unit, or the Unit is leased, all of the record owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to exercise the Unit's Membership in the Association, to cast the vote for the Unit and to receive all notices and other communications from the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner thereof, and shall be signed and dated by all Co-owners of record. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change occurs in the record ownership by the Unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each Unit he owns without submitting any proof of ownership.

Section 4. Method of Voting. Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, as provided by the Association Bylaws, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

Section 5. Majority. At any meeting of the Members at which a quorum is present, a majority shall consist of the vote of more than fifty (50%) percent in number of the Members voting whether in person, by telecommunications or by proxy, on any particular matter, except as otherwise required herein, by the Master Deed or by law.

Section 6. Quorum. The presence in person or by proxy of at least fifty (50%) percent in value of the Members qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 7. Other Provisions. Other provisions as to voting by Members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

### **ARTICLE III**

#### **ADMINISTRATION**

Section 1. Board of Directors; Appointment and Election of Members. The business, property and affairs of the Association shall be governed by a Board of Directors consisting of between three (3) and five (5) persons, all of whom shall serve without compensation; provided, however, until new directors are elected at the first annual meeting of Members held pursuant to Section 1 of Article IV, the directors designated in the Articles of Incorporation of the Association, and any successors thereto appointed by the Developer, shall serve as the Board of Directors.

At the first meeting of Members and thereafter, for as long as the Developer has the right to designate any member of the Board of Directors of the Association as provided below, the election of the Board of Directors by the Co-owners shall be accomplished as follows:

(a) Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 25% of the Units that may be conveyed, at least one (1) Director and not less than 25% of the Board of Directors shall be elected by the non-Developer Co-owners.

(b) Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 50% of the Units that may be created, not less than 33-1/3% of the Board of Directors shall be elected by the non-Developer Co-owners.

(c) Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such units, the non-Developer Co-owners shall elect all of the Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director for as long as the Developer owns and offers for sale at least 10% of the Units in the Project, or as long as 10% of the Units remain that may be created.

(d) Notwithstanding the above, in the event that 54 months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than 75% of the Units that may be created has not been conveyed, the non-Developer Co-owners shall have the right to elect the number of

members of the Board of Directors equal to the percentage of Units they hold, and the Developer shall have the right to elect the number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer; provided, however, that this paragraph may increase but shall not reduce the minimum election and designation rights otherwise established in this Article. Application of this paragraph shall not be interpreted to require a change in the size of the Board of Directors as otherwise set forth in these Bylaws, the Master Deed or the Association's Articles of Incorporation.

(e) If the calculation of the percentage of members of the Board that the non-Developer Co-owners have the right to elect under paragraphs (a) through (c) above, or if the product of the number of members of the Board multiplied by the percentage of Units held by the non-Developer Co-owners under paragraph (d) above results in a right of non-Developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-Developer Co-owners shall have the right to elect. After application of the formula contained in this Section, the Developer shall have the right to appoint the remaining members of the Board; provided, however, that the application of this paragraph shall not eliminate the right of the Developer to designate one (1) member of the Board as provided in paragraph (c) above, or the right of non-Developer Co-owners to elect at least one (1) Director to the Board of Directors.

(f) For purposes of calculating the timing of events described in this Article, conveyance by the Developer to a Residential Builder, even though not an affiliate of the Developer, is not considered a sale to a non-Developer Co-owner until such time as the Residential Builder conveys that Unit with a completed residence on it or until it contains a completed residence which is occupied.

The terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with these Condominium Bylaws, shall be as provided by the Association Bylaws.

Section 2. Advisory Committee. The Board of Directors shall establish an Advisory Committee of non-Developer Members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to one-third ( $1/3^{\text{rd}}$ ) of the Condominium units that may be created have been conveyed to non-Developer Owners; or (b) one (1) year after the first conveyance of legal or equitable title to a Condominium unit to a non-Developer Co-owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-Developer Members and to aid in transferring control from the Developer to non-Developer Members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-Developer Members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve after a majority of the Board of Directors are elected by non-Developer Members. The Advisory Committee shall meet with

the Board of Directors not more often than quarterly. Reasonable notice of such meetings shall be provided to all Members of the Committee and such meetings may be open or closed, in the discretion of the Board of Directors.

Section 3. Powers and Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the Members. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the power and duty:

(a) To manage and administer the affairs of and to the Condominium, all appurtenances thereto, and the Common Elements, property and easements thereof, including, without limitation, the right to construct and establish fees for the use of any improvements included within the General Common Elements;

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

(c) To carry insurance and to collect and allocate the proceeds thereof;

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

(e) To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;

(f) To make reasonable rules and regulations governing the use and enjoyment of the Condominium by Members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;

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

(h) 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 Association property; provided,

however, that any such action shall first be approved by the affirmative vote of more than three-fourths (3/4) of the Association Members in number and in value at a meeting of the Members duly called;

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto, to administer 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;

(j) To make rules and regulations or to enter into agreements with institutional lenders, or both, for the purpose of obtaining mortgage financing for Members which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the federal government, the State of Michigan, the County of Allegan, the Township of Casco, or any other agency or unit of government;

(k) To enforce the provisions of the Master Deed and Bylaws of the Condominium, and of the Articles of Incorporation and such Bylaws, rules and regulations of the Association as may hereafter be adopted, and to sue on behalf of the Condominium or the Members and to assert, defend or settle claims on behalf of the Members with respect to the Condominium;

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

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

Provided, however, that neither the Board nor the Association shall, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the Common Elements, or any of them, unless at least two-thirds (2/3) of the mortgagees (based upon one vote for each mortgage owned) and two-thirds (2/3) of the Members in number and value have consented thereto. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium, shall not be deemed a transfer for these purposes.

Section 4. Managing Agent. The Board of Directors may employ, at a compensation established by it, a Managing Agent for the Condominium to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties set forth in Section 3 of this Article. Any director, the Developer, or any related person or entity, may serve as Managing Agent if so appointed. If the Board employs a professional management

agent for the Association, the Board shall notify each holder of a mortgage lien on any Condominium Unit prior to terminating the employment of such professional management agent (or any successor thereto) and assuming self-management. In no event shall the Board be authorized to enter into a contract with a professional management agent, or a contract providing for services by the Developer or its affiliates, which is not terminable by the Association upon the Transitional Control Date or within ninety (90) days thereafter and upon thirty (30) days' written notice for cause. Upon the Transitional Control Date, or within ninety (90) days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one (1) year after the Transitional Control date by providing notice of termination to the management agent at least thirty (30) days before the expiration of the one (1) year.

Section 5. Officers. The Association Bylaws shall provide for 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 Association officers not inconsistent herewith. Officers may be compensated, but only upon the prior affirmative vote of three-fourths (3/4) of the Members.

Section 6. Actions Prior to First Meeting. Subject to the provisions of Section 3 of this Article III, all of the actions (including, without limitation, the adoption of these Bylaws, the Association Bylaws, any Rules and Regulations of the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the Board of Directors of the Association named in its Articles of Incorporation, or their appointed successors, before the first meeting of Members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Association Members at the first or any subsequent meeting of Members, so long as such actions are within the scope of the powers and duties which any Board of Directors may exercise, as provided in the Condominium Documents.

Section 7. Indemnification of Officers and Directors. The Association shall indemnify every Association director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him as a consequence of his being made a party to or being threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of his being or having been a director or officer of the Association, except in such cases wherein he is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties or adjudged to have not acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and its Members, and with respect to any criminal action or proceeding, he is adjudged to have had no reasonable cause to believe that his conduct was unlawful; provided that, if a director or officer claims reimbursement or indemnification hereunder based upon his settlement of a matter, he shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approve such settlement and reimbursement as being in the best interests of the Association and, if a majority of the Members request it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and

reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all Members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

## **ARTICLE IV**

### **MEMBERSHIP MEETINGS**

Section 1. First Annual Meeting of Members. The first annual meeting of the Members of the Association may be convened only by the Board of Directors and may be called at any time upon ten days' written notice to all Members. In no event, however, shall the first annual meeting be held later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Members of twenty-five percent (25%) of the units that may be conveyed, or 54 months from the conveyance of any Unit to a non-Developer Member, whichever first occurs. The Board of Directors may call meetings of Members of the Association for informational or other appropriate purposes prior to the first annual meeting of Members, but no such meeting shall be construed as the first annual meeting of Members.

Section 2. Regular Annual Meetings of Members. Following the first annual meeting of Members, subsequent annual meetings of the Members shall be held in each year at the time and place specified in the Association Bylaws. At least ten (10) days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be sent by first-class mail, postage prepaid, to each person entitled to vote at the meeting.

Section 3. Special Meetings of Members. It shall be the duty of the President to call a special meeting of the Members upon a petition signed by three (3) of the Co-owners and presented to the Secretary of the Association, upon the direction of a majority of the Board of Directors, or as required for the election of directors under Section 1 of Article III. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and shall be given at least ten (10) days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

## **ARTICLE V**

### **OPERATION OF THE CONDOMINIUM**

Section 1. Personal Property. The Association shall be assessed as the person or entity in possession for 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. Costs and Receipts to Be Common. All costs incurred by the Association to satisfy any liability arising within, or caused by or in connection with the Common Elements, or caused by or in connection with the administration of the Condominium, shall be expenses of administration, and all sums received as proceeds of, or pursuant to, the use



and/or operation of the Common Elements or any insurance policy carried by the Association securing the interests of the Members against liabilities or losses arising within, caused by or connected with, the Common Elements or the administration of the Condominium shall be receipts of administration.

Section 3. Books of Account. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts affecting the Condominium and its administration of the Condominium and which specify the operating expenses of the Condominium. Such books of account shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred on behalf of the Association and Members. The Members and their mortgagees may inspect the books of account during reasonable working hours on normal working days at a place the Association designates. The books of account shall be reviewed or audited, whichever the Board of Directors shall determine is appropriate, at least annually by qualified independent auditors, but such audit need not be a certified audit, nor must the auditors be certified public accountants. The cost of such audit, or review, and all accounting expenses, shall be an expense of administration. Any institutional holder of a mortgage lien on any Condominium Unit who so requests shall be given a copy of the audit or review report within one hundred and twenty (120) days following the end of the Association's fiscal year. At least once a year, the Association shall prepare and distribute to each Member a statement of its financial condition, the contents of which shall be defined by the Association.

Section 4 Regular Monthly Assessments. The Board of Directors shall establish an annual budget in advance for each fiscal year for the Condominium, and such budget shall contain the Board's estimate of the funds required to defray the expenses of administration for the forthcoming year, as those items are defined by these Bylaws, and all other common expenses. The budget also shall allocate and assess all such common charges against all Members in accordance with the percentage of value allocated to each Unit by the Master Deed, without increase or decrease for the existence of any rights to the use of Limited common Elements appurtenant thereto. The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation, management and maintenance of the Condominium property under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating fund, for a reserve fund and for meeting any deficit in the common expense budget for any prior year. The budget shall establish an adequate reserve fund for maintenance, repair and replacement of the General and Limited Common Elements, which fund shall be financed by regular monthly payments rather than by special assessments. The Board shall advise each Member in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all Members, although failure to deliver a copy of the budget to each Member shall not affect any Member's liability for any existing or future assessments. The Board may authorize early pay or lump sum annual prepayment discounts.

Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient: (a) to pay the operation and management costs of the Condominium, (b) to provide for the maintenance, repair or replacement of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$5,000.00

annually, or (d) to provide for emergencies, the Board may increase the general assessments or levy such additional assessment or assessments, and apportion them, as it deems necessary. Members shall pay all assessments levied in accordance with this Section 4 in twelve (12) equal monthly installments, commencing with acquisition of title to a Unit by any means. Notwithstanding anything herein to the contrary, in the event that any unusual expenses are incurred by the Association which benefit less than all of the Units, or any expenses are incurred by the Association as a result of the conduct of less than all those entitled to occupy the Units in the Condominium or by their lessees, licensees or invitees, then such expenses shall be specially assessed against the Unit involved, or if more than one Unit is involved, against all such Units, pro rata as to their percentages of value so that the total of such expenses equal the total of such assessments.

Section 5. Special Assessments. Special assessments, in addition to those provided for in Section 4 above, may be levied by the Board of Directors from time to time, following approval by the Members as hereinafter provided, to meet other needs, requirements or desires of the Association, including, but not limited to: (a) assessments for capital improvements or additions to the Common Elements at a cost exceeding \$5,000.00 per year; (b) assessments to purchase a Unit upon foreclosure of a lien for assessments, as described in Section 6 of this Article; or (c) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 5 (but not including those assessments referred to in Section 4 of this Article, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than three-fourths (3/4) of all Members in value and in number, which approval shall be granted only by a vote of the members taken at a meeting of the members called in accordance with the provisions of Article IV hereof.

Section 6. Collection of Assessments. All assessments levied against the Co-owners to cover the expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit. Each Member, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to his Unit during the time that he is the owner thereof, and no Member may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

If any Member defaults in paying the assessed common charges or special assessments, late fees shall be charged as follows:

Received 15 days or more after the due date: \$25.00 fee shall be imposed on the 16<sup>th</sup> day.

In addition, for payments received more than thirty (30) days after their due date, interest at the rate of ten percent (10%) per annum or the highest legal rate permitted by law shall be charged on such assessment from due date thereof and further penalties or proceedings may be instituted by the Board of Directors in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such

payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a Condominium Unit may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines in accordance with the Condominium Documents, shall constitute a lien upon the Unit prior to all other liens except tax liens and sums unpaid on a first mortgage of record.

The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each Member, and every other person, except for a first mortgagee, who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). 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. The Association is hereby granted what is commonly known as a "power of sale." Each Member and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold at public auction the Unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law.

EACH MEMBER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT UNIT.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent Member of his last known address, of a written notice that an assessment, or any part thereof, levied against his Unit is delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written default of an authorized representative of the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount of outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject Unit, and (e) the name of the Member of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Allegan County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the

Association may take such remedial action as may be available to it hereunder or under Michigan law.

In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative of the delinquent Member designated in Article II, Section 3, above, and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorney fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be secured by the lien on his Unit. If any Member defaults in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. In a judicial foreclosure action, the court may appoint a receiver to collect a reasonable rental for the Unit from the Member owning it or any persons claiming under him, and each Member hereby covenants to the appointment of such a receiver. The Association may also stop furnishing any services to a Member in default upon seven (7) days' written notice to such Member of its intent to do so. A Member in default on the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues.

If a holder of a first mortgage on a Condominium Unit obtains title to the Unit by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the Unit which became due prior to the acquisition of title to the Unit by such person, except for assessments that have priority over the first mortgage under Section 108 of the Act.

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

The mortgagee of a first mortgage of record on a Unit must give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement or by judicial action as provided in Section 108 (9) of the Act.

When a Member is in arrears to the Association for assessments, the Association may give written notice of arrearage to any person occupying his Unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the Member the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant.

The Association may purchase a Unit at any foreclosure sale hereunder. The redemption period is 6 months from the date of sale unless the property is abandoned in which event the redemption period is 1 month from the date of sale.

Section 7. Obligations of Developer for Assessments. The Developer shall be a Member of the Association with respect to each Unit owned by the Developer, and shall be responsible for the payment of regular monthly assessments for each Unit owned by it.

Section 8. Maintenance and Repair Expenses. As provided in the Master Deed, the Association shall maintain and repair the General Common Elements, whether located inside or outside the Units, and the Limited Common Elements, to the extent set forth in the Master Deed. The Association shall also mow and fertilize all Unit lawns. The costs thereof shall be charged to all the Members as a common expense, unless necessitated by the negligence, misuse or neglect of a Member, in which case such expense shall be charged to such Member. The Association or its agent shall have access to each Unit from time to time during reasonable working hours, for the purpose of maintenance of the lawns and maintenance, repair or replacement of any of the Common Elements located therein or accessible therefrom. The Association or its agent shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units, the Common Elements, or both.

Each Member shall provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and if such Member fails 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 Member for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for the repair or replacement of any doors or windows damaged in gaining such access, the costs of which damages shall be borne by such Member. Unless otherwise provided herein or in the Master Deed, damage to a Unit or its contents caused by the repair or maintenance activities of the Association, or by the Common Elements, shall be repaired at the expense of the Association.

All other maintenance and repair obligations shall, as provided in the Master Deed, be the responsibility of the individual Member. Each Member shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Member shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Member shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, his family, guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility (if reimbursement to the Association is excluded by virtue of a deductible provision, the responsible Member shall bear the expense to the extent of the deductible amount, anything else in these Bylaws to the contrary notwithstanding). Any costs or damages to the Association that are herein or elsewhere in the Condominium Documents assigned to the individual Member may be assessed to or collected from the responsible Member in the manner provided for regular assessments in Article V, Section 4, hereof.

The provisions of this Section 8 shall be subject to those of Article VI, Sections 1-3, in the event of repair or replacement on account of a casualty loss.

Section 9. Taxes. Subsequent to the year in which the Condominium is established, all special assessments and property taxes shall be assessed against the individual Units and not upon the total property of the Condominium or any part thereof. Taxes and special assessments which have become a lien against the property of the Condominium in the year of its establishment (as provided in Section 131 of the Act) shall be expenses of administration and shall be paid by the Association. Each Unit shall be assessed a percentage of the total bill for such taxes and assessments equal to the percentage of value allocated to it in the Master Deed, and the Members owning those Units shall reimburse the Association for their Unit's share of such bill within ten (10) days after they have been tendered a statement therefor.

Section 10. Documents to be Kept. The Association shall keep current copies of the approved Master Deed, all amendments thereto, and all other Condominium Documents available for inspection at reasonable hours by Members, prospective purchasers and prospective mortgagees of Condominium Units.

Section 11. Reserve for Major Repairs and Replacement. The Association shall maintain a reserve fund for major repairs and replacement of Common Elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a noncumulative basis. Monies in the reserve fund shall be used only for major repairs and replacement of Common Elements. THE MINIMUM STANDARDS REQUIRED BY THIS SECTION MAY PROVE INADEQUATE FOR A PARTICULAR PROJECT. The Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

Section 12. Statement of Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid assessments, with interest, late charges, fines, costs and attorney fees thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and attorney fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments, interest, late charges, fines, costs and attorney fees and the lien securing the same fully enforceable against such purchaser and the Unit itself.

Section 13. Closing Assessments. At the time of transfer of ownership of any Unit by deed, land contract or other method, the purchaser of the Unit shall pay a non-refundable fee to the Condominium Association which shall initially be equal to One Thousand and 00/100 (\$1,000) Dollars, but which may be adjusted from time to time, by the passage of a new rule by the Board of Directors pursuant to Article VIII, Section 1(II). This assessment shall not be refundable upon the resale of a Unit nor shall it be credited toward any future monthly assessments to be paid by a Co-owner on his or her Unit.

## ARTICLE VI

### **INSURANCE, REPAIR OR REPLACEMENT; CONDEMNATION; CONSTRUCTION LIENS**

Section 1.     Insurance. The Association shall carry fire and extended coverage, vandalism, malicious mischief and liability insurance, workmen's compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of General and Limited Common Elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

(a)     All such insurance shall be purchased by the Association for the benefit of the Association, the Members and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of Members' Units. It shall be each Member's responsibility to obtain insurance coverage for any buildings, structures or improvements constructed, made or placed on his Unit or the Limited Common Elements appurtenant thereto and his personal property located within his Unit or elsewhere in the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expenses. The Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Members shall use their best efforts to see that all property and liability insurance carried by the Association or any Member shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Member or the Association, and, subject to the provisions of Article V, Section 8, hereof, the Association and each Member hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any Member, and vice versa.

(b)     All Common Elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Any improvements a Member makes within his Unit shall be covered by insurance obtained by him at his expense; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Member and collected as a part of the assessment levied against said Member under Article V, Section 4 hereof.

(c)     Public liability insurance shall be carried in such limits as the Board may from time to time determine to be appropriate, and shall cover the Association, each Member, director and officer thereof, and any managing agent.

(d) All premiums upon insurance policies purchased by the Association pursuant to these Bylaws shall be expenses of administration, except as otherwise provided in subsection (b) above.

(e) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the Members and their mortgagees as their interests may appear; provided, however, whenever Section 3 of this Article requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Except as provided in Section 3 of this Article, hazard insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the project unless all of the holders of the mortgages on Units, and all Members in the Condominium have given their prior written approval.

(f) All insurance carried by the Association shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

Section 2. Appointment of Association. Each Member, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium, his Unit and the Common Elements appurtenant thereto. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Members and respective mortgagees, as their interest 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 Members and the Condominium as shall be necessary or convenient to accomplish the foregoing.

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

(a) If a General Common Element is damaged, such property shall be rebuilt or repaired, unless the Members and each holder of a mortgage lien on any Condominium Unit shall unanimously agree to the contrary.

(b) Any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as similar as possible to the condition existing prior to the damage, unless the Members and each holder of a mortgage lien on any Condominium Unit shall unanimously decide otherwise.

(c) Each Member shall be responsible for the reconstruction and repair of any buildings, structures or improvements constructed, made or placed upon his Unit or any Limited Common Element appurtenant to his Unit.



(d) Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage. Any insurance proceeds received, whether by the Association or a Member, shall be used for reconstruction or repair when reconstruction or repair is required by these Bylaws. If the insurance proceeds are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Members for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the regular monthly assessments, as set forth in Article V, Section 4, of these Bylaws. However, nothing in this Article VI, Section 3, shall require the replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) The Association, acting through its Board of Directors, may negotiate on behalf of all Members for any taking of Common Elements. Any negotiated settlement shall be subject to the approval of more than two-thirds (2/3) of the Members in number and in value and shall thereupon be binding on all Members.

(b) If all or part of a Unit or the Limited Common Elements appurtenant to such Unit is taken, the Member owning such Unit shall be solely responsible for representation of his interests in connection with such condemnation. The award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(c) If all or any portion of a Common Element is taken, the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty (50%) percent of the Members in number and in value at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Members and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article V of the Master Deed.

(d) If the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then the Master Deed shall be amended to reflect such taking and to proportionately readjust the

percentages of value of the remaining Members based on a continuing value for the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owners.

(e) If any Condominium Unit, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a mortgage lien on any of the Condominium Units.

(f) If the taking of a portion of a Condominium Unit makes it impractical to build or rebuild a residential structure under the terms of these Bylaws on the partially taken Unit, then the entire undivided interest in the Common Elements appertaining to that Condominium Unit shall, with the consent of the Member owing such Unit and any Mortgagee, thenceforth appertain to the remaining Condominium Units, and shall be 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. Votes in the Association of Members and liability for future expenses of administration appertaining to a Condominium Unit taken or partially taken (as provided in Section (f) hereof) by eminent domain shall thenceforth appertain to the remaining Condominium Units, and shall be allocated to them in proportion to their relative voting strength by value in the Association.

(g) Except as otherwise provided under this Article VI, Section 4, any taking by eminent domain shall be governed by Section 133 of the Act.

Section 5. Construction Liens. The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any Unit thereof:

(a) Except as provided below, a construction lien for work performed on a Condominium Unit or upon a Limited Common Element may attach only to the Unit upon or for the benefit of which the work was performed or to which the Limited Common Element is appurtenant.

(b) A construction lien for work authorized by the Developer, Residential Builder, or principal contractor and performed upon the Common Elements may attach only to Units owned by the Developer, Residential Builder, or principal contractor at the time of recording of the claim of lien.

(c) A construction lien for work authorized by the Association may attach to each Unit only to the proportional extent that the Co-owner owning the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(d) A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Developer, Residential Builder, principal contractor or by the Association.

If a Member is advised or otherwise learns of a purported construction lien contrary to the foregoing, he shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of Units improperly affected thereby.

Section 6. Notice to FHLMC. If any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then the Association shall give FHLMC written notice to such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium, if the loss of taking exceeds Ten Thousand Dollars (\$10,000.00) in amount.

Section 7. Mortgagees. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation of awards for losses to or a taking of Condominium Units, Common Elements, or both.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1. Architectural Review Approval. No structure, building, fence, hedgerow, garden wall, swimming pool, sign, driveway or any type of improvement, facility, or construction may be constructed, placed, altered or maintained on a Unit nor shall any exterior addition to or change or alteration of any structure be made and no grading or land balancing shall occur until the proposed building plans, site grading plan, specifications, retention area plans, site plan, landscaping plan, location, elevation, contractor and construction schedule shall be approved in writing ("Architectural Review Approval") by the Architectural Control ACC, hereinafter referred to as "ACC".

Section 2. Submitting Requests. Requests for ACC approval shall be made in writing, by hand delivery, or by certified mail, return receipt requested, to James S. LoBretto at 304 Broadway, South Haven, Michigan 49090, or to such other individual hereafter designated in writing to all Owners by like notice. All ACC action shall require a majority vote. If no ACC response to a request for approval is received within thirty (30) days from the ACC's receipt of the request, the request shall be deemed approved. During this thirty (30) day review period, the ACC may request additional information in order to evaluate the proposal. If such a request is made, the ACC shall have an additional fifteen (15) days from receipt of the additional information to either approve or disapprove of the request. In any event, no improvement shall be erected on a Unit which violates any of the restrictions contained in these Bylaws. Location of any structure must be staked and then approved by the ACC before site clearing or building construction commences. No tree trimming, cutting or removal may be started without first

receiving the ACC approval of same. If no concrete footings have been poured within twelve (12) months from receipt of ACC approval, the ACC approval shall be deemed lapsed. Before any structure, building, fence, sign, driveway or any type of improvement, facility, or construction may be constructed, placed, altered or maintained on a Unit and before any grading or land balancing shall occur the Co-owner must again submit its proposed building plans, site grading plan, specifications, retention area plans, site plan, landscaping plan, location, elevation, contractor and construction schedule to the ACC for approval.

Section 3. Approval Considerations. In considering any requests for approvals, the ACC may consider conformity and harmony of design with existing structures in the Project, adequacy of construction and preservation of the natural topography and features of the area and its orientation and aesthetic appeal from the street, and any other factors which the ACC deems appropriate in its sole and absolute discretion. The plans submitted to ACC must include a complete perspective of the proposed improvements, proposed curb cuts, a full landscaping plan including an irrigation system, fencing, and screening, prepared by a licensed architect or landscape architect. The colors, materials, design, height, exterior finishes, and shape of the exterior of all structures, roofs, doors, windows, walls, and appendages must be approved by the ACC. No alterations may be made in such plans after approval by the ACC is given except with the written consent of the ACC. One copy of all plans and related data shall be furnished to the ACC and approved prior to application to Casco Township for a building permit. If a Co-owner wishes to remodel or add any structure or change the exterior color scheme of any improvement, it must first submit the plans and/or color sample to the ACC for written approval, in accordance with the procedures outlined above for initial construction approval. No cyclone or stockade type fences will be permitted.

Section 4. Variances. If a Co-owner desires to seek a variance from the provisions contained in the Casco Township Zoning Ordinance, the Co-owner must first submit a request for and receive approval to seek such variance from the ACC. A Co-owner may also seek a variance from the provisions of these Bylaws. The ACC shall have the sole and absolute discretion to allow variations from any of the conditions, covenants, and restrictions contained in these Bylaws by the ACC's unanimous written approval. The ACC may, but shall not be required to publish guidelines from time to time setting forth the criteria it will consider in making decisions.

Section 5. ACC Composition. The ACC shall ultimately consist of three (3) members. However, the initial ACC shall be comprised of only one member, which is James S. LoBretto, Jr. A member of the ACC may be removed by the Developer or by a majority vote of the Board of Directors if the Developer no longer controls the ACC and the member being removed shall receive written notice of the action. Upon the death, removal, court determination of incompetence or insanity or resignation of a member of the ACC, the position shall be filled by an individual selected by the Developer. In the event that the Developer no longer owns a Unit in the Project, all vacant member positions on the ACC shall be filled by an individual selected by the Board of Directors of the Association. At such time as residences have been constructed on at least ninety percent (90%) of the Units within the Project or at such time as the Developer shall have relinquished control of the ACC or no longer owns a Unit within the Project, the ACC shall consist of three (3) persons, who shall be appointed by the Board of

Directors of the Association, although Developer shall be entitled to select one member of the ACC so long as it has an interest in any Unit within the Project. Action by any two members of a three-member ACC shall constitute action of the entire ACC. Effective December 1, 2013, the Developer and Jim LoBretto, Jr. relinquished control of the ACC to the Board of Directors of the Association.

## ARTICLE VIII

### USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. Establishment of Restrictions. In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the Units, the use of the Units and the Condominium shall be subject to the following limitations:

(a) Use. Each Unit shall be used for single family residential purposes only. Any dwelling constructed on a Unit shall have an attached private garage for not less than two, nor more than three automobiles. Boardinghouses and the rental of rooms are prohibited.

(b) Business Use. No business or commercial activity shall be conducted on the Condominium Premises, except as permitted by the Developer in Subsection (mm) hereof. Home occupations will be considered part of a single-family residential use only if the home occupations are conducted entirely within the residence and participated in solely by Members of the immediate family residing in the residence, the home occupation use is clearly identical and secondary to the use of the residence for dwelling purposes, and the use does not change the character thereof. To qualify as a permitted home occupation, there must be (i) no sign or display that indicates from the exterior that the residence is being used in whole or in part for any purpose other than that of a dwelling; (ii) no commodities sold on the premises; (iii) no person employed other than a Member of the immediate family residing on the premises; and (iv) no mechanical or electrical equipment used, other than personal computers and other office-type equipment. In any event, a barber shop, styling salon, beauty parlor, tea room, fortune-telling, animal hospital or any animal care or treatment use such as dog trimming, shall not be construed as a permitted home occupation. Although garage sales are included in the prohibited uses (since commodities are sold at garage sales), garage sales are permitted as long as they are occasional (no more than three per year for each Unit) and do not materially diminish the reputation of the Condominium. The Association may further prohibit, limit, or restrict garage sales by rules adopted by the Association.

(c) General Common Alterations. No Co-owner shall make any alterations, modification or improvements to any General Common Element from the way it was originally constructed by the Developer, or as it exists in its natural state, including, without limitation, installing landscaping devices or objects or erecting antennae, lights, aerials, recreational devices, flag poles or other exterior attachments or modifications.

(d) Conduct. No immoral, improper, unlawful or offensive activity shall be carried on within any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the other Co-owners, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the insurance rate on the Condominium without the written approval of the Association. Each Member who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

(e) Trash. Neither the Limited nor the General Common Elements shall be used to store supplies, materials, personal property, trash or refuse of any kind and all Units and the Limited Common Elements appurtenant thereto shall be maintained free of any trash, garbage or rubbish of any kind. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash receptacles shall be maintained inside garages or similar areas or within the Unit and screened from public view and shall not be permitted anywhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash. All such trash and other waste shall be stored in containers which are to be kept in a clean and sanitary condition. Neither the exterior of any Unit nor any Common Element shall be used in any way for the drying, shaking or airing of clothing or other fabrics; provided, however, such activities may be permitted if conducted within the Unit and shall be screened from the Common Elements and other Units. The stockpiling and storage of building and landscaping materials and/or equipment shall not be permitted on any Unit, except during construction of a residence on such a Unit. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which spoils or impairs the appearance of the Condominium.

(f) General Common Use. Sidewalks, landscaped areas, driveways, roads, parking areas, and in general, all of the General Common Elements, shall not be obstructed in any way nor shall they be used for purposes other than those for which they are reasonably and obviously intended. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations. No Co-owner shall install any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon any Common Elements or upon any portion of a Unit which is the responsibility of the Association to maintain, unless approved by the Board of Directors and the ACC in writing.

(g) Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of a residential dwelling or on the Common Elements, except for one (1) sign of not more than six (6) square feet advertising a Unit during construction and/or sale. Such signs as are allowed shall be maintained in good condition at all times and shall be removed upon termination of their use.

(h) Unit Care. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance

responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article V hereof.

(i) Lawn Care/Improved and Unimproved Units. The Developer and the Association shall have the right to care for both improved and vacant, unimproved Units within the Condominium and do any other things and perform any labor necessary or desirable in the judgment of the Developer or the Association to keep the Unit, and the Limited Common Elements appurtenant thereto, neat and in good order. The lawn mowing and fertilizing costs are included in the Association's budget. The Association shall further have the right to repair any structure or improvement on any Unit which constitutes a danger or nuisance, provided that the Co-owner is given no less than fifteen (15) days notice of the Association's intent to do so which reasonably specifies the proposed action. All costs so incurred may be assessed to and collected from the responsible Co-owner in the manner provided in Article V hereof.

(j) Antenna. No exterior antenna or aerial of any kind may be erected or maintained anywhere within any Unit or the Condominium Premises, except satellite dishes of 36 inches in diameter or smaller, if appropriately screened as determined by the ACC.

(k) Easements. No easements shall be granted by any Co-owner without the express written approval of the Association.

(l) Outbuildings and Temporary Facilities. No structure of a temporary character, or outbuilding, including trailer, basement, tent, shack, garage, shed or barn shall be permitted on any Unit, whether free-standing or attached to a pre-existing residence, either temporarily or permanently, except upon written approval from the ACC; provided that Developer may use such structure for purposes of construction or sales office.

(m) Solicitation. There shall be no solicitation by any person anywhere in the Condominiums for any cause, charity, or any purpose whatsoever unless specifically authorized by the Board of Directors.

(n) Lights. Each Co-owner must install an electric yard light on each Unit, of a type and quality and in a location as determined by the ACC. No other lights,

spotlights, floodlights or similar type high intensity lighting shall be placed or utilized upon any Unit which in any way will allow light to be reflected on any other Unit or the improvements thereon or upon any Common Areas. Other types of low intensity lighting which do not disturb the Co-owners or other occupants of the Condominium shall be allowed.

(o) Security System. If so determined by the Developer, all Units shall be served by a common wired central monitored security service and common central communications service as designated by the Developer. No wireless systems will be permitted.

(p) Building Square Footage. All one story dwellings shall have a minimum square footage, above grade level exclusive of porches, garages, breezeways and/or any accessory building of 1700 square feet. Each one and one-half story dwelling shall have a minimum square footage above grade level exclusive of porches, garages, breezeways and/or any accessory building of 1900 square feet, 1200 of which must be on the main floor. Each two story dwelling shall have a minimum square footage above grade level exclusive of porches, garages, breezeways and/or any accessory building of 2,300 square feet.

(q) Building Height. No residence shall be less than one story in height excluding the basement. All driveways between the road and garage shall be paved with asphalt or concrete. The Developer will permit a residence of up to 40 feet in height, subject to Township approval. Currently, the Township's maximum height requirement is 35 feet.

(r) Building Completion. Each residence must be totally complete within twelve (12) months of issuance of a building permit unless an extension of time is granted in writing by the ACC. The construction of any new residence or the repair of any residence damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an uncompleted condition for a period of more than one (1) year, then the Developer or the Association or their agents or assigns are authorized to either tear down and clear from the Unit the uncompleted portion of such structure or to complete the same, at their option, and in either event, the expense incurred shall be charged against the Owner's interest and shall become a lien on the Unit upon which the residence is located; subject to collection or enforcement in the same manner set forth for the collection of unpaid assessments.

(s) Exterior Materials. The exterior of each residence shall be completed with high quality, new materials such as stone, brick, wood siding, vinyl or aluminum siding and the roofing shall either be shingles or shakes. No prefabricated buildings or modular homes shall be permitted. No single or double wide mobile homes shall be permitted. No old or used buildings of any kind shall be moved or reconstructed on any Unit.



(t) Accessory Buildings. Only one accessory building per Unit, which may not exceed one hundred twenty (120) square feet, may be constructed or used in any Unit, which shall have an architectural character and design including, but not limited to, color, siding, roofing, roof pitch, doors, that are the same as the principal building. No other shed, storage building, trailer, or similar item shall be placed on any Unit.

(u) Building Permits. No construction shall be performed for residences or accessory buildings without building permits first being obtained from Casco Township.

(v) Fertilizers. No chemical fertilizer shall be applied to land or lawn within fifty feet (50') of any pond or water.

(w) Wetlands. No wetlands or lowlands shall be altered, filled, excavated or dredged without the approval of the Michigan Department of Natural Resources.

(x) Pets. No animals of any kind shall be maintained on any part of the Project except for normal household pets owned by the occupants of a residence on a Unit. No animals shall be maintained for commercial or breeding purposes. No chickens, or other fowl, horses, or livestock of any kind shall be kept on the Project. No animal may run at large in the Condominium and any animal shall at all times be attended by a responsible person. Pet owners will have full responsibility for damage to persons or property caused by their pets. No savage or dangerous animal shall be kept on the premises. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Pets shall be maintained so as to not be a nuisance to others on account of noise, odor or unsanitary condition.

(y) Vehicles. All non-motorized vehicles, including, without limitation, house trailers, utility trailers, boat trailers, boats, camping trailers, motor homes, commercial vehicles, snowmobiles, commercial vehicles, camping vehicles, recreational vehicles or vehicles other than automobiles or vans not exceeding twenty (20) feet in overall length, may not be parked or stored upon the premises of the Condominium, unless parked in garages or a completely closed building or with the consent of the ACC, outside of the view of neighboring Units. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business, or during construction of a residence on a Unit within the Project or unless parked completely within a garage on a Unit. In no event shall vehicles not in operable condition be permitted to be stored or parked on the Condominium Premises. Except for emergency repairs, no maintenance work shall be performed on any vehicle on any portion of the Project.

(z) Firearms. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or Member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

(aa) Setbacks. No building shall be located nearer than thirty-two feet six inches (32'6") from the front Unit boundary (with the front Unit boundary being the point at which a Unit meets the Windcliff Drive right of way); fifteen (15) feet from any side Unit boundary and forty (40) feet from the rear Unit boundary. The Developer requires that no building shall be located nearer than sixty (60) feet from the top of the bluff. The Unit 19 setback is 125 feet from the top of the bluff and the Unit 18 setback is 75 feet from the top of the bluff, as shown on Exhibit B. The Township requires that the setback from the bluff be the minimum setback as established by the Michigan Department of Environmental Quality. The ACC shall be authorized to require additional setbacks within certain Units in its discretion, to take advantage of certain topographical features within a Unit, to preserve trees or other natural features within a Unit, or to accommodate the views and vistas from adjoining or nearby units. In addition, the Developer specifically reserves the right to direct the placement of all structures built on Units 18 and 19 so as to preserve the lake view for interior Units.

(bb) Utilities. All utilities shall be installed underground except as may otherwise be permitted by prior approval of the ACC. No exterior fuel tanks or underground tanks shall be permitted except as may be reasonably required to furnish fuel for heat to any swimming pool located on a General Common Element and only with the prior written approval of the ACC and the Developer.

(cc) Air Conditioners. No "through the wall" or "through the window" air conditioners shall be permitted. Outside compressors for central air conditioning units shall be located within ten (10) feet of the residence being served by such equipment and shall be located so as to cause the least possible disturbance to neighboring residents.

(dd) Sprinklers. Each Co-owner shall install on his/her Unit, an automatic underground sprinkler system which shall be fully operational at the time of completion of construction of a residence on a Unit. Prior to installation, each Co-owner must obtain approval of the installation plan pursuant to Article VII. The Co-owner must maintain this system in operable condition at all times during the growing season.

(ee) Erosion Control. Any construction within the Project shall comply with all applicable laws and regulations with respect to soil erosion. No soil, grass clippings, leaves, tree trimmings, etc. shall be deposited by any Co-owner on a General Common Element or wetland within the Project. No soil shall be disturbed, moved or removed from the Project without the prior approval of the Developer and without such soil having first been offered at no charge to the Developer. Upon completion of construction of the residence on a Unit, the Co-owner shall cause it to be finish-graded and seeded or sodded as soon after completion as weather permits. Basic landscaping,

including finished grading and installation of driveways must be completed within six (6) months of the date of occupancy of a residence.

(ff) Trees. No trees exceeding six (6) inches in diameter shall be removed or cut from any portion of the Project for purposes other than construction of a residence and improvements reasonably related thereto, without the prior approval of the ACC.

(gg) Drainage System. Each residence built on a Unit must connect its foundation and gutter system to a community drainage system. Each Co-owner will be responsible for the installation of a pump and back up power supply.

(hh) Swimming Pools. All swimming pools shall be constructed in the ground and shall be enclosed by a permanent fence of at least four (4) feet high. Construction thereof shall be commenced only with the prior written approval of the ACC, and the ACC is expressly authorized to deny any such approval, within its discretion.

(ii) Leasing.

(a) No Co-owner shall lease less than an entire Unit in the Condominium. 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. The Developer, or the Association, to the extent of any Units owned by the Association, may lease any number of Units in the Condominium in their discretion and may do so for periods which shall also be within their discretion.

(b) A Co-owner may lease his Unit and the dwelling built on such Unit, for any period, as long as the lease term is for at least one (1) month. The lease must be for the same purposes set forth in Section 1(a) of this Article VIII, with the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure sheriff's deed or other arrangement in lieu of foreclosure.

(c) The Board of Directors may charge a rental fee and/or a security deposit to Co-owners who elect to rent their Units and may impose additional rental requirements by rules established consistent with Section 1(II) below.

(d) A Co-owner desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee, and shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. The lease shall include

the name and address of the potential lessee, the lease term, and the rental amount and due dates of any rental or compensation payable to a Co-owner under the proposed agreement.

(e) Tenants and other occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state. If the Association determines that the tenant or other occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

(1) The Association shall notify the Co-owner by certified mail advising him of the alleged violation by the tenant or other occupant.

(2) The Co-owner shall have ten (10) days after receipt of such notice to investigate and correct the alleged breach by the tenant or other occupant or advise the Association that a violation has not occurred.

(3) If after ten (10) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, an action for eviction against the tenant or other occupant for breach of the conditions of the Condominium Documents. The relief set forth in this section may be by summary proceeding. The Association may hold the tenant, other occupant and the Co-owner liable for any damages caused by the Co-owner, other occupant or tenant in connection with the Condominium Unit or any Common Elements.

(f) When a Co-owner is in arrearage to the Association for assessments, the Association may send written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may issue a statutory notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding and initiate proceedings under Section 112(4)(b) of the Act.

(jj) Walkways. The walkways, common areas, and open spaces shown on the Condominium Subdivision Plan shall be available for use and enjoyment of the Co-owners in the Project, but shall be primarily for pedestrian use for walking, hiking, and other similar purposes. Golf carts and similar electric vehicles may be permitted upon receipt of prior approval from the Developer. When the Developer no longer owns any Unit in the Development, then the prior written approval of the Association must be obtained. Except as above provided, no motor vehicles shall be permitted on these areas except as may be required for maintenance and approved improvements, and except that appropriate driveways for access to the Units shall be permitted, subject to prior approval of the ACC. No new structures, temporary or permanent, shall be constructed, or existing structures expanded, in the walkways or other common areas without the prior approval of the Developer and a majority of the Unit Co-owners. The walkways and other areas may be landscaped and approved with walking paths as approved by the ACC.

(kk) Mailboxes. The Developer will install the initial mailbox. Any new mailboxes must be similar to the initial mailboxes and are subject to ACC's prior approval.

(ll) Additional Rules. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the Board of Directors established in the Articles of Incorporation (and its successors). Copies of all such regulations and amendments thereto shall be furnished to all Members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each Member. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than sixty (60) percent of all Members in number and in value at any duly convened meeting of the Association, except that the Members may not revoke any regulation or amendment prior to the first meeting of the Association.

(mm) Developer Activities. None of the restrictions contained in this Article VIII shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as herein defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this subsection, the development and sales period shall be deemed to continue so long as Developer owns any Unit which it offers for sale so long as any additional Unit may be created in the Condominium. Until all Units that may be created in the Condominium have been sold by Developer, Developer and its duly authorized agents, representatives, and employees, and Residential Builders who receive an assignment of rights from Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable development and sale of the entire project by Developer.

Section 2.     Enforcement. Failure to comply with any of the terms of the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant or condition in the future.

## ARTICLE IX

### TRANSFER RESTRICTIONS

Except for a transfer by gift or inheritance to a Co-owner's immediate family member (immediate family member means a mother, father, son, daughter, sister, brother, or grandchild), no Co-owner may dispose of a Unit or any interest therein by sale or otherwise without the express, written, prior approval of the Developer as long as the Developer owns a Unit in the Project and thereafter without the express written, prior approval of the other Co-owners, which approval shall be obtained in the manner hereinafter provided. Until such time as the Developer no longer owns any interest in any Unit in the Project, the Developer, alone, shall exercise the following rights. At such time as the Developer no longer owns any interest in any Unit in the Project, these rights shall automatically be transferred to the Co-owners.

(a)     In the event a Co-owner desires to sell or otherwise transfer a Unit ("Selling Co-owner"), the Developer/other Co-owners shall have the option to purchase or obtain an interest in said Unit upon the same conditions as are offered by the Selling Co-owner to any third person. Any attempt to sell or otherwise transfer said Unit without prior offer to the Developer/other Co-owners, shall be deemed breach of these Bylaws, shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser or transferee.

(b)     Should the Selling Co-owner wish to sell or otherwise transfer a Unit, or any interest therein, the Selling Co-owner shall, before accepting any offer to purchase, sell or otherwise transfer the Unit, deliver to the Developer or to every Co-owner at the addresses shown on the management company's records or if none then shown on the Association's records, a copy of the offer that he has received ("Offer") or which he wishes to accept, which shall include the name and address of the person(s) to whom the proposed sale or transfer is to be made.

(c)     The Developer/other Co-owners within seven (7) days after receiving the Offer, shall either consent to the transaction specified in said notice, or, by written notice to be delivered to the Selling Co-owner's Unit (or mailed to the place designated by the Selling Co-owner in his notice), offer to purchase or otherwise accept a transfer upon the same terms as those specified in the Offer. The first Co-owner's offer received by the Selling Co-owner must be accepted by the Selling Co-owner. If such

notice is given, the Developer/other Co-owner shall close on the transaction within thirty (30) days from the date of its notice of its exercise of this option. Failure of the Developer/other Co-owners to make such an offer within said seven (7) day period, shall be deemed as a consent by the Developer/other Co-owners to the transaction specified in the Offer, and the Selling Co-owner shall be free to make or accept the Offer and sell or transfer said interest pursuant thereto to the prospective purchaser or transferee named therein.

(d) This section shall not apply to public or private sale held pursuant to foreclosure of a first mortgage on any Unit; nor shall this section apply to 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. This section shall apply to all Co-owners, their personal representatives, successors and assigns.

## **ARTICLE X**

### **MORTGAGES**

Section 1.     Notice of Default. The Association shall, upon the written request of the holder of any mortgage covering any Unit, give written notification to such mortgage holder of any default in the performance of the obligations of the Member owning such Unit that is not cured within sixty (60) days.

Section 2.     Notice of Meetings. Upon request submitted to the Association, any institutional holder of a mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

Section 3.     Acquisition of Title by Mortgagee. As provided in Article V, Section 6, any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage, or a deed in lieu thereof, shall not be liable for such Unit's unpaid assessments which accrue prior to acquisition of title by the first mortgagee, except for assessments that have priority over the first mortgage under Section 108 of the Act.

## **ARTICLE XI**

### **AMENDMENTS**

Section 1.     Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by one-fifth (1/5<sup>th</sup>) or more in number of the Members by an instrument in writing signed by them.

Section 2.     Meeting to be Held. If such an amendment is proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Condominium Documents.

Section 3.     Vote and Consent Required. These Condominium Bylaws may be amended pursuant to the provisions contained in the Master Deed.

Section 4.     Effective Date. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in Allegan County, Michigan.

Section 5.     Costs of Amendments. Any person causing or requesting an amendment to these Condominium Bylaws shall be responsible for the costs and expenses of considering, adopting, preparing and recording such amendment; provided, however, that such costs and expenses relating to amendments referenced in Article IX Section B(4) of the Master Deed, or pursuant to a decision of the Advisory Committee shall be expenses of administration.

## **ARTICLE XII**

### **REMEDIES FOR DEFAULT**

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

(a)     Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b)     In any such proceeding, the Committee, the Association, or the Co-owner, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees) as may be determined by the Court.

(c)     Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including without limitation, the levying of fines against Members after notice and opportunity for hearing, as provided in the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.

(d)     The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter, where reasonably necessary, upon the Limited or General Common Elements, or into any Unit, but not inside a residence, and summarily remove and abate, at the expense of the violating Member, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.



(e) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VIII, Section (ii) of these Bylaws. Thereafter, fines may be assessed only upon a finding by the Board that the violation has occurred after notice to the offending Co-owner as prescribed in said Article V, Section 6 and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article V of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation, \$50 for the third violation or \$100 for any subsequent violation.

Section 2. Failure to Enforce. Except as otherwise provided therein, the failure of the Association or of any Member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Member to enforce such right, provision, covenant or condition in the future.

Section 3. Rights Cumulative. All rights, remedies and privileges granted to the Association or any Member or Members pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party 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. Hearing. Prior to the imposition of any fine or other penalty hereunder, the offending Member shall be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing the Board shall prepare a written decision and place it in permanent records of the Association.

## **ARTICLE XIII**

### **ARBITRATION**

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Condominium Documents, if any, or to any disputes, claims or grievances arising among or between the Co-owners or between such Co-owners and the Association shall, upon the election and written consent of all the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration, and the parties thereto shall accept the arbiter'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 such arbitration.

The arbiter may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one (1) of whom shall be an attorney. The panel shall be composed of one (1) individual appointed by the Co-owner and one (1) individual appointed by the Board of Directors of the Association. These two panelists will then promptly agree on the third Member of the panel. No Co-owner who is a natural person may appoint himself or a member of his household to the panel. No corporate Co-owner may appoint one of its directors, officers, or employees to the panel. Neither may a Co-owner serve on behalf of the Board.

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

Section 2. Effect of Election. A written consent and election by Members 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. Any appeal from an arbitration award shall be deemed a statutory appeal.

Section 3. Preservation of Rights. No Member shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.

## **ARTICLE XIV**

### **SEVERABILITY**

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

## **ARTICLE XV**

### **CONFLICTING PROVISIONS**

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (1) The Master Deed, including the Condominium Subdivision Plan;
- (2) These Condominium Bylaws;
- (3) The Articles of Incorporation of the Association;

- (4) The Bylaws of the Association; and
- (5) The Rules and Regulations of the Association.

## **ARTICLE XVI**

### **CAPTIONS**

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

## **ARTICLE XVII**

### **COMPLIANCE WITH TOWNSHIP ORDINANCES**

Lands within the condominium are subject to the Casco Township Zoning Ordinance which contains restrictions in addition to those found in the Master Deed and Bylaws.

## **ARTICLE XVIII**

### **MISCELLANEOUS PROVISIONS ADDED BY THE SECOND AMENDMENT TO MASTER DEED**

Section 1. [Numbered 13 in the Second Amendment.] A special assessment in the amount of One Hundred Seventy Eight Thousand Two Hundred Thirty Six and 00/100 Dollars (\$178,236.00) is imposed on the following Units in the following allocated amounts to cover the costs related to the construction of the pond with the fountain and the tennis court as well as the costs related to adding all of the new exterior utility connections and moving all such exterior utility lines as required to accommodate the new Units, including engineering, surveying and legal costs.

For Units 4, 5, 6, 8, 9, 11, and 12, the special assessment may be paid in four equal monthly installments of Five Thousand and 00/100 Dollars (\$5,000.00) each and one final installment of Three Thousand Four Hundred Ninety-Eight and 00/100 Dollars (\$3,498.00) with the first installment due on the execution of this Second Amendment and with the second installment due on or before July 16, 2007 and subsequent installments continuing on the same day of each month thereafter until paid in full. Since Unit 10 (now Unit 19) is not being divided as a part of this Amendment, it is only sharing in the costs incurred to construct the pond with the fountain and the tennis court. The other Units are sharing in the costs related to adding all of the new utility connections and moving all such utility lines as required to accommodate the new Units.

The owner of Unit 10 (now Unit 19) may pay its special assessment in two equal monthly installments of Five Thousand and 00/100 Dollars (\$5,000.00) each and one final installment of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) with the first

installment due on the execution of this Second Amendment, the second installment due on or before July 16, 2007 and the third installment due on or before August 16, 2007.

The Developer has contributed the land upon which the tennis court will be built in lieu of selling that land as a Unit in the project, and thus, neither the Developer nor the principal of the Developer (as the owner of Unit 7) is sharing in the payment of this special assessment. However, if the costs to move the utility lines and to construct the pond with the fountain and the tennis court exceed the amount of this special assessment, the Developer shall pay all such excess costs.

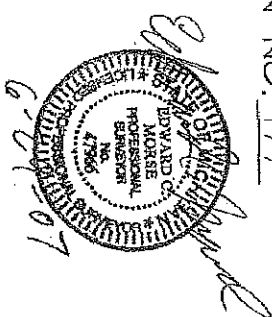
(Unit 4), now UNITS 7 AND 8:      \$23,498;  
(Unit 5), now UNITS 9 AND 10:    \$23,498;  
(Unit 6), now UNITS 11 AND 12:   \$23,498;  
(Unit 8), now UNITS 15 AND 16:   \$23,498;  
(Unit 9), now UNITS 17 AND 18:   \$23,498;  
(Unit 10), now UNIT 19:            \$13,750;  
(Unit 11), now UNITS 20 AND 21: \$23,498; and  
(Unit 12), now UNITS 22 AND 23: \$23,498.

Once these special assessments have been paid in full, the tennis court, together with the utility changes referenced on Page 2 of this Second Amendment will become "Must Be Built" items.

Section 2. [Numbered 14 in the Second Amendment.] All dwellings constructed in this Condominium must contain a residential fire suppression system acceptable to the Fire Marshal for the South Haven Area Emergency Service Fire Authority, or if such agency ever ceases to exist, then acceptable to any substitute governmental agency.

REPLAT NO. 2 OF  
 ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 177  
 EXHIBIT B TO THE MASTER DEED OF  
**WINDCLIFF SHORES**  
 CASCO TOWNSHIP, ALLEGAN COUNTY, MICHIGAN

ATTENTION COUNTY  
 REGISTRAR OF DEEDS  
 THE CONDOMINIUM SUBDIVISION PLAN NUMBER  
 MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE  
 WHEN A NUMBER HAS BEEN ASSIGNED TO THIS  
 PROJECT, THE NUMBER MUST BE ASSIGNED TO ALL  
 PLATS IN THE TITLE ON THIS SHEET AND IN THE SURVEYORS  
 CERTIFICATION ON SHEET 3.



DEVELOPER:  
 WINDCLIFF SHORES, LLC  
 304 BROADWAY  
 SOUTH HAVEN, MI 49090

SURVEYOR / DOCUMENTS:  
 MITCHELL & MORSE LAND SURVEYING  
 A DIVISION OF MITCHELL SURVEYS, INC.  
 404 BROADWAY  
 SOUTH HAVEN, MI 49090

ENGINEER:  
 MIDWEST CIVIL ENGINEERS  
 13560 76TH STREET  
 SOUTH HAVEN, MI 49090

- SHEET INDEX
- A. 1.) TITLE & DESCRIPTION
  - A. 2.) FLOODPLAIN & SURVEY PLAN
  - A. 3.) SITE PLAN
  - A. 4.) UTILITY PLAN
  - A. 5.) COORDINATES & CURVE DATA

NOTE:  
 THE TRIANGULAR Δ AS SHOWN IN THE SHEET INDEX INDICATES  
 THE TRIANGULATION POINTS. ALL DISTANCES ARE IN FEET AND  
 DECIMALS THEREOF. THIS SUBMISSION ARE TO REPLACE  
 THOSE PREVIOUSLY ISSUED.

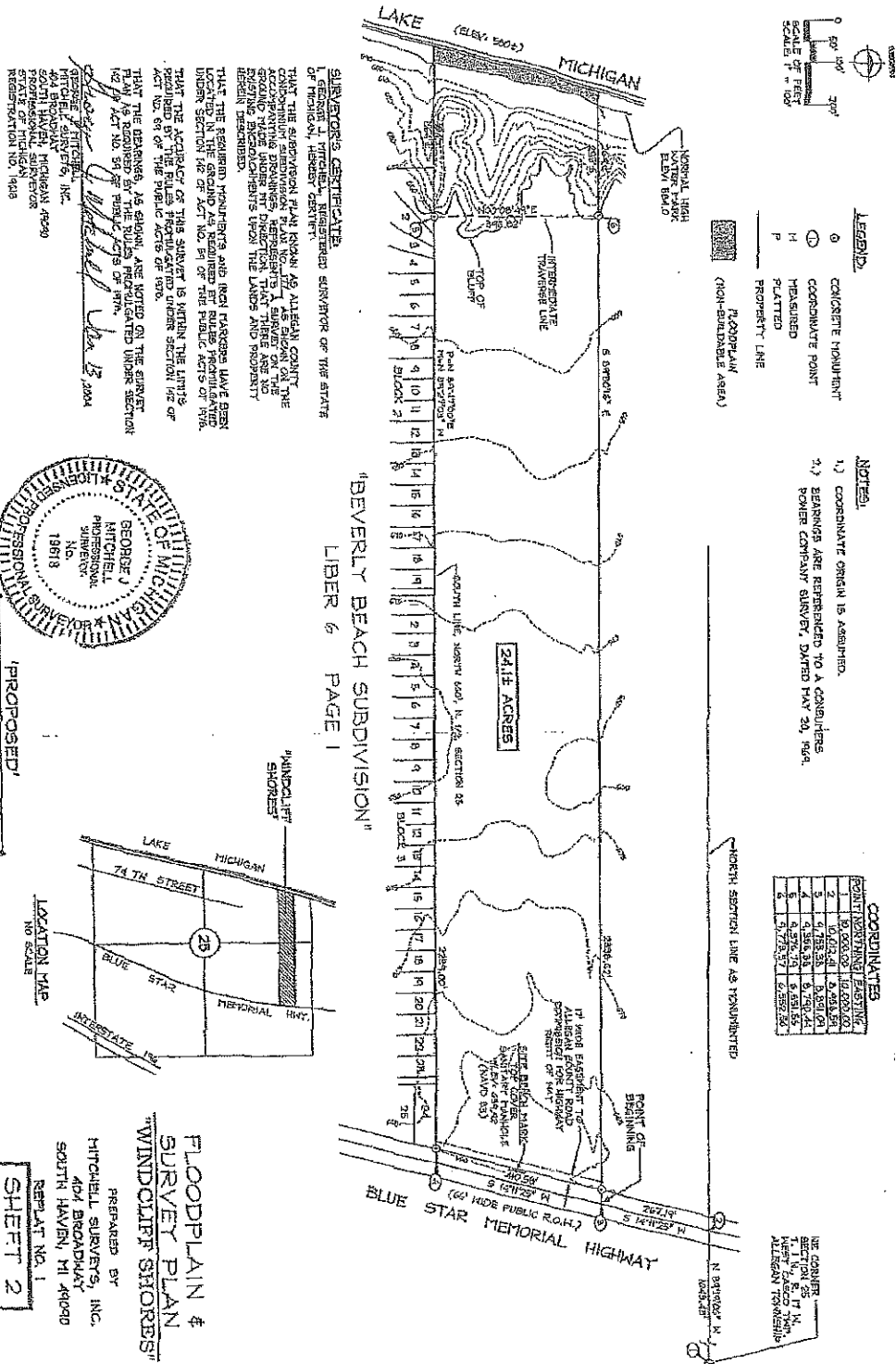
PROPERTY DESCRIPTION:

THAT PART OF THE NORTH HALF OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 17 WEST, WEST CASCO TOWNSHIP, ALLEGAN COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE NORTH 84° 19' 02" WEST ALONG THE NORTH SECTION LINE AS DOCUMENTED 1049.49 FEET TO  
 THE CENTERLINE OF BLUE STAR HIGHWAY, THENCE SOUTH 1° 15' 00" WEST ALONG THE CENTERLINE OF SAID HIGHWAY TO THE PLACE OF BEGINNING OF THE PROPERTY, THENCE  
 CONTINUING SOUTH 1° 15' 00" WEST 125.27 FEET TO THE NORTH LINE OF BEVERLY BEACH SUBDIVISION AS RECORDED IN LIBER 6 OF PLATS ON  
 PAGE 1, THENCE NORTH 27° 03' 00" WEST ON SAME 2294.00 FEET TO AN INTERMEDIATE TRAVELER LINE ALONG LAKE MICHIGAN THENCE NORTH 00° 09' 49" EAST ON  
 SAME, 596.02 FEET, THENCE SOUTH 84° 30' 16" EAST, 2359.42 FEET TO THE PLACE OF BEGINNING, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

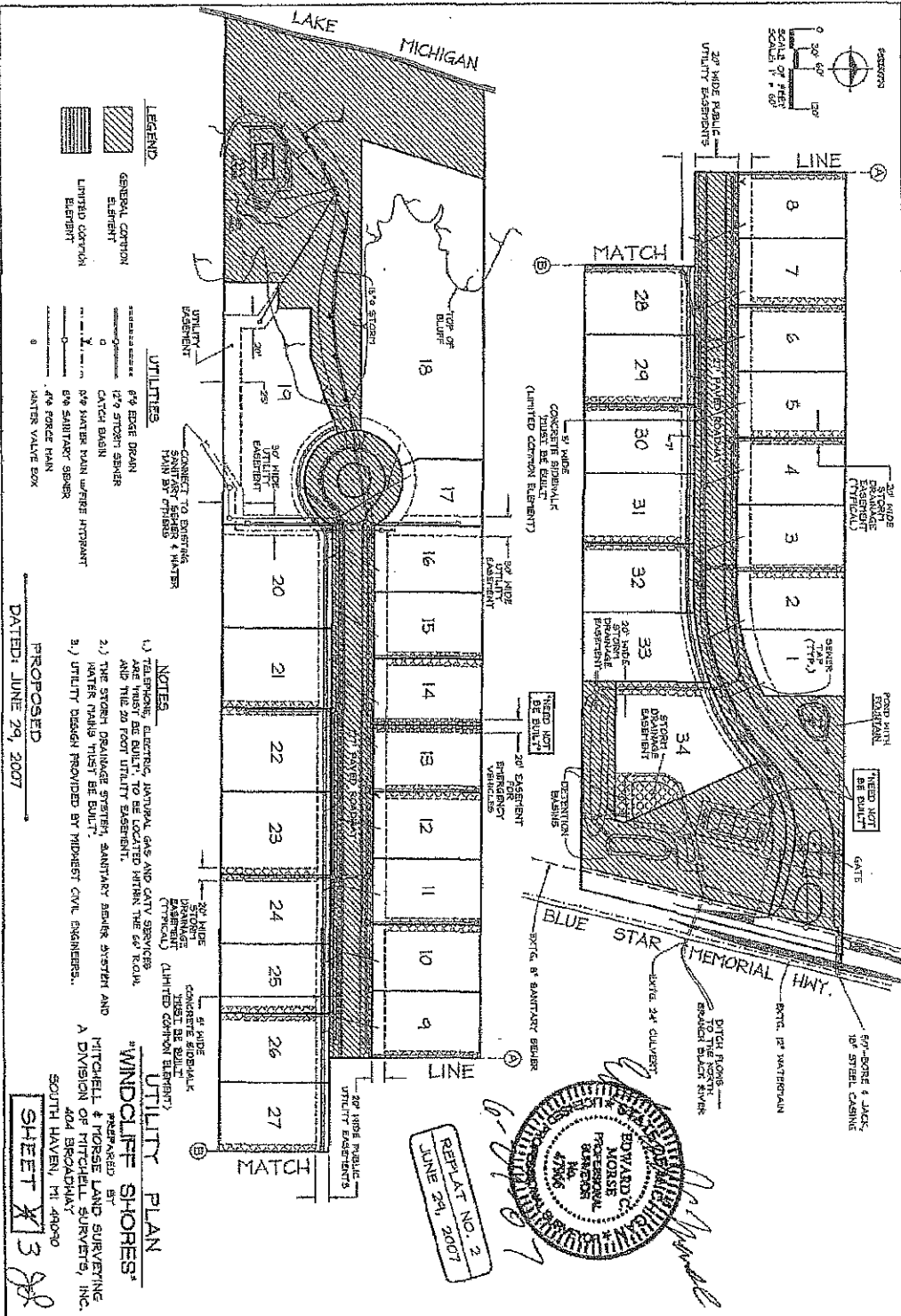
PROPOSED  
 DATED: JUNE 29, 2007

REPLAT NO. 2  
 JUNE 29, 2007

SHEET 1







7/6/07



CURVE	RADIUS	CHORD	CURVE DATA		DELTA	LENGTH
			BEARING	ST BY		
A	150.00	264.81	S 77°20'41" W	ST 80.50'	148.80'	148.80'
B	200.00	268.77	S 77°20'41" W	ST 80.50'	148.80'	148.80'
C	217.00	282.71	S 75°51'53" W	ST 84.43'	155.50'	155.50'
D	75.00	86.00	S 09°00'27" W	ST 42.95'	40.00'	40.00'

COORDINATES	
POINT	NORTHING EASTING
1	10,000.00 10,000.00
2	10,012.41 9,984.54
3	9,984.54 9,984.54
4	9,984.54 9,984.54
5	9,984.54 9,984.54
6	9,984.54 9,984.54
7	9,984.54 9,984.54
8	9,984.54 9,984.54
9	9,984.54 9,984.54
10	9,984.54 9,984.54
11	9,984.54 9,984.54
12	9,984.54 9,984.54
13	9,984.54 9,984.54
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47	9,984.54 9,984.54
48	9,984.54 9,984.54
49	9,984.54 9,984.54
50	9,984.54 9,984.54

COORDINATES	
POINT	NORTHING EASTING
51	9,984.54 9,984.54
52	9,984.54 9,984.54
53	9,984.54 9,984.54
54	9,984.54 9,984.54
55	9,984.54 9,984.54
56	9,984.54 9,984.54
57	9,984.54 9,984.54
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97	9,984.54 9,984.54
98	9,984.54 9,984.54
99	9,984.54 9,984.54
100	9,984.54 9,984.54

PROPOSED  
DATED: JUNE 29, 2007

REF. LAT. NO. 2  
JUNE 29, 2007

COORDINATES  
AND  
CURVE DATA  
PREPARED BY  
"WINDCLIFF SHORES"  
MITCHELL & MORSE LAND SURVEYING  
A DIVISION OF MITCHELL SURVEYS, INC.  
404 BROADWAY  
SOUTH HAVEN, CT 06488  
SHEET 4 OF 4  
7/6/07

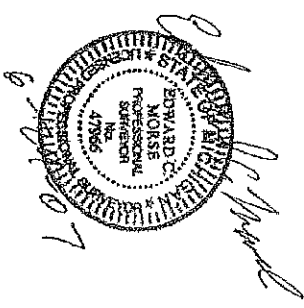


EXHIBIT C

AFFIDAVIT OF MAILING

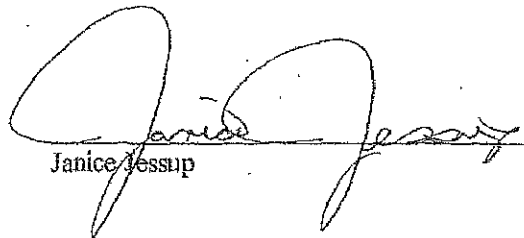
STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF KALAMAZOO        )

Janice Jessup, being duly sworn, deposes and says that:


1.       She is employed by the law firm of Miller, Johnson, Snell & Cummiskey, P.L.C., and acts as legal secretary to Cynthia P. Ortega, attorney for the developer of Windcliff Shores Condominium.

2.       On August 1, 2002, notices were mailed to the governmental agencies as required by Section 71 of the Michigan Condominium Act. Such notices were sent by certified mail, return receipt requested, postage fully prepaid thereon.

Further deponent saith not.

  
Janice Jessup

Subscribed and sworn to before me, a Notary Public, on this 1<sup>st</sup> day of August, 2002, by Janice Jessup.

  
Deborah A. Koppers, Notary Public  
Kalamazoo County, Michigan  
My Commission Expires: 3/22/03



LIBER 2291

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