

# **LAKEMOODE PARKHOMES**

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**A CONDOMINIUM PROJECT**

**IN**

**NOVI, MICHIGAN**

---

## **MASTER DEED**

**AND**

## **BY-LAWS**

Association Office:  
23131 Cranbrooke Drive  
P.O. Box 1352  
Novi, MI 48376  
(248) 349-3699  
lwcondo@yahoo.com

JUNE 2011

Dear Co-owner:

Welcome to Lakewood Parkhomes. This booklet includes the documents which are currently in effect which constitute the "Condominium Documents" of Lakewood Parkhomes. It will serve as a reference point for any questions you may have concerning the operation, maintenance and legal status of your Condominium Unit at Lakewood Parkhomes. Please keep them in a safe place, and provide them to any subsequent purchaser/owner of your Unit.

Sincerely,

Board of Directors  
Lakewood Parkhomes  
Condominium Association

**CONDOMINIUM DOCUMENT BOOKLET**  
**FOR**  
**LAKEMOODE PARKHOMES**

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- **(ORIGINAL) NONPROFIT ARTICLES OF INCORPORATION 1971**

**CONDOMINIUM SUBDIVISION PLAN - EXHIBIT "B"** (not attached due to voluminous size and illegible quality - see Association office for a copy, if needed)

**SALES AND DEVELOPMENT AGREEMENT - EXHIBIT "D"** (not attached - obsolete Developer document)

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BILL BULLARD JR, CLERK/REGISTER OF DEEDS

# LAKEMOODE PARKHOMES

## AMENDED AND RESTATED SUPERSEDING CONSOLIDATED MASTER DEED

This Amended and Restated Superseding Consolidated Master Deed is made and executed on this 24<sup>th</sup> day of May, 2011, by Lakemoode Parkhomes Condominiums Association, a Michigan Nonprofit Corporation, whose address is P.O. Box 1352, Novi, Michigan 48376, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

### RECITALS:

**WHEREAS**, this Condominium was established in multiple phases by twenty-one (21) Master Deeds which were consolidated into one Superseding Consolidated Master Deed recorded in Liber 6585, page 408 - 498, inclusive, and re-recorded in Liber 6605, Page 34 - 51, inclusive, as amended by First Corrective Amendment to Superseding Consolidated Master Deed, recorded in Liber 7646, Pages 647 - 652, inclusive, as amended by Second Amendment to Superseding Consolidated Master Deed, recorded in Liber 9430, Pages 469 - 479, inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 212.

**WHEREAS**, the Association desires by recording this Amended and Restated Superseding Consolidated Master Deed (hereinafter sometimes "Master Deed"), together with the legal description of the Condominium which is attached initial Superseding Consolidated Master Deed as Exhibit "A," together with the Condominium Subdivision Plan attached to the initial Superseding Consolidated Master Deed as Exhibit "B, together with the Amended and Restated Bylaws attached hereto as Exhibit "C," together with the Agreement for Sale and Development which is attached to the

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Lakemoode Parkhomes  
Amended and Restated Superseding  
Consolidated Master Deed

*20-25-430-000-ent*

initial Superseding Consolidated Master Deed as Exhibit "D," together with the Schedule of Values which is attached to the initial Superseding Consolidated Master Deed as Exhibit "E", and together with the Table of Carport Assignments which is attached hereto as Exhibit "F" (all such Exhibits "A", "B", "D", "E" and "F" of which are hereby incorporated by reference and made a part hereof), to re-establish the real property described in Exhibit "A", together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium under the provisions of the Act.

**NOW, THEREFORE,** the Association does, upon the recording hereof, re-establish Lakewoode Parkhomes as a Condominium under the Act and does declare that Lakewoode Parkhomes (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such re-establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Act, and as same may be amended, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A," "B," "C," "D," "E" and "F," as described above, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

**ARTICLE I**  
**TITLE AND NATURE**

The Condominium shall be known as Lakewoode Parkhomes, Oakland County Condominium Subdivision Plan No. 212. The architectural plans for this Condominium were approved by the proper governmental authorities. The Condominium was established in accordance with Act 229, Public Acts of 1963, which said Act was replaced by Act 59, Public Acts of 1978. The buildings and Parkhomes contained in the Condominium, including the number, boundaries, dimensions, volume and area of each Parkhome therein, and the designation of Common Elements as General Common Elements or Limited Common Elements are set forth in the Condominium Subdivision Plan attached as Exhibit "B" initial Superseding Consolidated Master Deed and/or in Article IV of this Master Deed. Each building contains individual Parkhomes created for residential purposes and each Parkhome is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Parkhome and

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Lakewoode Parkhomes  
Amended and Restated Superseding  
Consolidated Master Deed

shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed.

## **ARTICLE II** **LEGAL DESCRIPTION**

The land which was submitted to the Condominium established by this Master Deed is particularly described as provided in Exhibit "A" to the initial Superseding Consolidated Master Deed.

## **ARTICLE III** **DEFINITIONS**

Certain terms are utilized not only in this Master Deed and Exhibits "A," "B," "C," "D," "E" and "F," as described above, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations, if any, of Lakewood Parkhomes Condominium Association, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Lakewood Parkhomes as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 3. Association. "Association" means Lakewood Parkhomes Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. 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.

Section 4. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of Lakewood Parkhomes Condominium Association, a Michigan



nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 5. Bylaws. "Bylaws" or "Amended and Restated Bylaws" means Exhibit "C" hereto, as the same from time to time hereafter may be amended or amended and restated by an instrument duly executed and acknowledged in accordance with the Bylaws and the Act and recorded in the office of the Oakland County Register of Deeds, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 6. City or City of Novi. "City" or "City of Novi" means the City of Novi, Oakland County, Michigan, a Michigan municipality.

Section 7. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 8. Condominium Documents. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A," "B," "C," "D," "E" and "F," as described above, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association as all of the same may be amended and/or restated from time to time.

Section 9. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, and the buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging to Lakewoode Parkhomes as described above.

Section 10. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Lakewoode Parkhomes as a Condominium established in conformity with the provisions of the Act.

Section 11. Condominium Subdivision Plan. "Condominium Subdivision Plan" means the Condominium Subdivision Plan of Lakewoode Parkhomes as surveyed by Basney & Smith, Inc., Registered Engineers, formerly of Detroit, Michigan, which is attached as Exhibit "B" initial Superseding Consolidated Master Deed, and all amendments and re-plats thereof which from time to time may be recorded in the office of the Oakland County Register of Deeds.

Section 12. Co-owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof who or which own one or more Parkhomes in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 13. Master Deed. "Master Deed" means this Amended and Restated Superseding Consolidated Master Deed, as the same from time to time hereafter may be amended by one or more instrument(s) duly executed and acknowledged in accordance with the requirements of the Master Deed, the Act and other applicable laws, if any, of the State of Michigan, and duly recorded in the office of the Oakland County Register of Deeds, being the Condominium Document recording the Condominium Project which is required by Section 8 of the Act.

Section 14. Parkhome or Condominium Parkhome. "Parkhome" or "Condominium Parkhome" each mean the enclosed space constituting a single complete residential Parkhome in Lakewoode Parkhomes as such space may be described in Exhibit "B" initial Superseding Consolidated Master Deed and in Article V, Section 1 below, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Other terms which may be utilized in the Condominium Documents and which are not defined herein above shall have the meanings as provided in the Act.

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

#### ARTICLE IV

#### COMMON ELEMENTS AND RESPONSIBILITIES FOR COMMON ELEMENTS

The Common Elements of the Condominium, described in Exhibit "B" attached initial Superseding Consolidated Master Deed, and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

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

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Lakewoode Parkhomes  
Amended and Restated Superseding  
Consolidated Master Deed

- (a) Land, Sidewalks, Driveways, Easements, Parking Areas, Park Area. The land described in Article II hereof, including all sidewalks (except such sidewalks as are enclosed in a fenced patio area as described in Section 2(e) hereinbelow), driveways, easements, parking areas (except Carports as described in Section 2(a) hereinbelow), and the Park Area, except the Limited Common Elements as set forth in Section 2. The General Common Element driveways which are appurtenant to the individual garage doors may only be used and enjoyed by the adjacent Co-owner and his or her non-Co-owner occupants, tenants, guests and invitees, subject to the Association's right to maintain, repair and replace the driveways.
- (b) Office Building, Bath House, Swimming Pool and Pool Area. The office building and bath house located therein, the swimming pool and pool area.
- (c) Storage Spaces. Each storage space which is appurtenant to a garage space which may also contain the water meters for the Condominium.
- (d) Electrical System and Electric Meters. The electrical transmission system throughout the Condominium, including that contained within Parkhome walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Parkhome, together with meters measuring electric usage thereby (unless owned by the utility company).
- (e) Telephone. The telephone system throughout the Condominium, up to, but not including, to the points of entry to each Parkhome.
- (f) Natural Gas Distribution System and Natural Gas Meters. The natural gas distribution system throughout the Condominium, including that portion contained within Parkhome walls, up to the point of connection with gas fixtures within any Parkhome, together with all meters measuring natural gas usage thereby (unless owned by the utility company).
- (g) Water Distribution System and Water Meters. The water distribution system throughout the Condominium, including that contained within Parkhome walls, up to the point of connection with the fixtures or their apparatuses (i.e. hoses, etc.), for and contained in an individual Parkhome, and all water meters (unless owned by the utility company).
- (h) Sanitary Sewer System. The sanitary sewer system throughout the

Condominium, including that contained within Parkhome walls, up to the point of connection with plumbing fixtures within any Parkhome.

- (i) Storm Water Drainage System. The storm water drainage system throughout the Project.
- (j) Foundations and Structural Components. Foundations, supporting columns, Parkhome perimeter walls (excluding windows, doors and doorwalls therein), roofs, ceilings, attics and floor construction between Parkhome levels.
- (k) Other. Such other elements of the Condominium not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Parkhome, and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein.

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Parkhome or Parkhomes to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- (a) Garages Carports. Each individual carport in the Condominium which is assigned to a Parkhome is restricted in use to the Co-owner of the Parkhome to which it is assigned, as described on Exhibit "F" hereto.
- (b) Garages, Garage Doors and Electric Garage Door Openers. Each garage, garage door and electric garage door opener, if any, are restricted in use to the Co-owner of the Parkhome which is attached to the garage as shown on Exhibit "B" initial Superseding Consolidated Master Deed.
- (c) Porches, Pillars and Porch Overhangs, if any. Front porches, as depicted on Exhibit "B" to the initial Superseding Consolidated Master Deed, and any pillars and porch overhangs shall be limited in use to the Co-owners of the Parkhomes which they service.

- (d) Gutters and Downspouts. Gutters and downspouts shall be limited in use to the Co-owners of the Parkhomes which they service.
- (e) Decks, Patios and Front, Side and Rear Areas. Each deck, patio, front area, side area and any rear area, including any patio, deck, sidewalk, fencing and landscaping contained therein, shall be limited in use to the Co-owner of the Parkhome appurtenant thereto. Patios and decks shall be contained within those areas as depicted on Exhibit "B" to the initial Superseding Consolidated Master Deed. The Limited Common Element front, side and any rear areas adjacent to the respective Unit styles shall be comprised of the following allowable dimensions, unless otherwise approved in writing by the Board of Directors which may be set forth in a duly executed and recorded Common Element modification agreement between the Co-owner and the Association:
1. Colonial Style Unit:  
Front Area: no larger than five feet (5') out from the Unit perimeter wall.  
Side Area: no larger than five feet (5') out from the Unit perimeter wall.  
Except that no Front or Side Area can be extended beyond the sidewalk, even if it contains less than the maximum Front and Side Area dimensions set forth above for the Colonial Style Unit.
  2. Ranch Style Unit:  
Front Area: no larger than five feet (5') out from the Unit perimeter wall.  
Side Area: no larger than five feet (5') out from the Unit perimeter wall.  
Except that no Front, Side or Rear Area can be extended beyond the sidewalk, even if it contains less than the maximum Front, Side and/or Rear Area dimensions set forth above for the Ranch Style Unit.
  3. Townhouse Style Unit:  
Front Area: no larger than six feet (6') out from the Unit perimeter wall.  
Side Area: no larger than five feet (5') out from the Unit perimeter wall.  
Rear Area: no larger than sixteen feet (16') out from the Unit perimeter wall, door or doorwall. Said Rear Area may contain an approved deck or patio and approved landscaping within the sixteen foot (16') Rear Area only.
- (f) Windows, Doors and Doorwalls. Each window, door and doorwall, and any screens and storms connected therewith, shall be limited in use to the Co-owners of the Parkhomes which they service.
- (g) Air Conditioners and Pads. Each individual air conditioner, if any, and the pad on

which it is located shall be limited in use to the Co-owner of the Parkhome which such air conditioner services.

- (h) Crawl Spaces. The crawl space, if any, under each Parkhome shall be limited in use to the Co-owner of each such Parkhome.
- (i) Interior Surfaces. The interior surfaces of Parkhome perimeter ceilings and floors contained within a Parkhome shall be subject to the exclusive use and enjoyment of the Co-owner of such Parkhome.
- (j) Other. Such other Limited Common elements as are reserved in the Master Deed for the use of a specified Parkhome(s) to the exclusion of all or some of the other Parkhomes in the Condominium.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

- (a) Storage Spaces. The costs of maintenance, repair and replacement of the storage spaces referenced in Section 1(c) above are the responsibility of the Association. The Association may lease the storage spaces to residents of the Condominium Project, from time to time, in the sole discretion of the Board of Directors, subject to the right of access of the Association at all times to any water meter or other Association property located therein.
- (b) Water Distribution System and Water Meters. The costs of maintenance, repair and replacement of the water distribution system and water meters referenced in Section 1(g) hereinabove, shall be borne by the Association. The costs of water usage shall be a cost of administration proportionately shared by all Co-owners in accordance with their respective percentage of value as provided for all expenses of administration in Article II of the Amended and Restated Bylaws (Exhibit "C" hereto); however, any Common Element water usage shall be subject to rules and regulations promulgated by the Board of Directors in accordance with Article VI, Section 10 of the Amended and Restated Bylaws (Exhibit "C" hereto), and any excessive usage caused by a Parkhome may be charged to the Co-owner of that Parkhome, and collected in accordance with Article II of the Amended and Restated Bylaws (Exhibit "C" hereto).
- (c) Carports. The maintenance, repair and replacement of each Limited Common Element carport referenced in Article IV, Section 2(a) hereinabove shall be performed by the Association which shall be a cost of administration. The Co-

owners of the Parkhomes to which the carports are assigned shall pay the sum of six dollars (\$6.00) per month, or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days notice to the Co-owners of the Parkhomes to which the carports are assigned.

- (d) Garages, Garage Doors and Electric Garage Door Openers. The cost of maintenance, repair and replacement of each garage structure, floor and the garage door, as referenced in Section 2(b) hereinabove, shall be borne by the Association, except for damage caused by the Co-owner the cost of which may be assessed to the responsible Co-owner in accordance with Article II of the Amended and Restated Bylaws (Exhibit "C" hereto). The cost of maintenance, repair and replacement of the garage interior, surface of the garage floor, any drywall, partition walls, and the electric garage door opener, if any, shall be borne by the Co-owner of the Parkhome. Co-owners shall obtain the prior written approval of the Association in accordance with Article VI, Section 3 of the Amended and Restated Bylaws (Exhibit "C" hereto) before installing any partition walls, and access to the electrical system shall be made available to the other appurtenant garages at the sole expense of the Co-owner requesting the modification.
- (e) Porches, Pillars and Porch Overhangs, if any. The costs of maintenance, repair, replacement of the porches, pillars and porch overhangs, if any, and for snow removal from the porches, as referenced in Section 2(c) hereinabove, shall be borne by the Association. Storage of personal property inside of any pillars is prohibited.
- (f) Gutters and Downspouts. The costs of maintenance, repair and replacement of the gutters and downspouts, if any, as referenced in Section 2(d) hereinabove, shall be borne by the Association. The costs of installation of any gutters and downspouts shall be borne by the Co-owner who is responsible for the installation of same; however, each Co-owner shall obtain the prior written approval of the Association in accordance with Article VI, Section 3 of the Amended and Restated Bylaws (Exhibit "C" hereto) before installing any gutters and downspouts.
- (g) Decks, Patios and Front, Side and Rear Areas. The costs of maintenance, repair and replacement of any authorized fencing, gates, patios, decks or other appurtenances shall be borne by the Co-owner of the Parkhome to which it is attached, except for the original shadow fencing and sidewalks installed by Developer. The costs of maintenance, repair and replacement of the shadow

fencing and sidewalks in the style as originally installed by the Developer shall be borne by the Association. The Co-owners shall bear responsibility for weeding. The Association shall bear responsibility for mowing any accessible lawn area which is unobstructed by fencing or other appurtenances. Complete enclosure of the rear yard areas of the Townhouses shall not be permitted unless prior to the effective date of these Amended and Restated Bylaws it was approved in writing by the Board of Directors (or the Developer). Any approved rear yard enclosure shall not be replaced and the rear yard area shall be restored by the Co-owner at the time of the removal of the rear enclosure. A recorded modification agreement may be required by the Board of Directors from any Co-owner with an approved rear yard enclosure. Landscaping in the front, side and rear yard areas may be installed by the Co-owner subject to the prior written approval of the Board of Directors pursuant to Article VI, Section 3 of the Amended and Restated Bylaws (Exhibit "C" hereto), and/or duly adopted rules and regulations of the Association. The costs of maintenance, repair and replacement of the approved landscaping installed by any Co-owner shall be borne by the current Co-owner of the Parkhome, regardless of whether same was installed or planted by the prior Co-owner. The Association shall have the right to trim, prune and otherwise maintain all such landscaping, the costs of which may be assessed to the Co-owner of the appurtenant Parkhome in accordance with Article II of the Amended and Restated Bylaws (Exhibit "C" hereto).

- (h) Windows, Doors and Doorwalls. The costs of maintenance, repair and replacement of the windows, doors, doorwalls, and any screen and storm windows and doors therein, as referenced in Article IV, Section 2(f) hereinabove shall be borne by the Co-owner of the Parkhome to which they service. The style and color of each window, door, doorwall and any screen and storm windows and doors therein shall be subject to the prior express written approval of the Board of Directors of the Association, pursuant to the provisions of Article VI, Section 3 of the Amended and Restated Bylaws (Exhibit "C" hereto), or in accordance with any rules and regulations of the Association adopted pursuant to Article VI, Section 10 of the Amended and Restated Bylaws (Exhibit "C" hereto).
- (i) Air Conditioners and Pads. The costs of maintenance, repair and replacement of each air conditioner and pad on which it is installed, as referenced in Section 2 (g) hereinabove, shall be borne by the Co-owner of the Parkhome to which such air conditioner services.
- (j) Interior Surfaces. The costs of decoration and maintenance (but not repair or



replacement, the responsibilities for which are described in and governed by Article V and Article VI, Section 14 of the Amended and Restated Bylaws (Exhibit "C" hereto) of all surfaces referenced in Section 2(i) hereinabove shall be borne by the Co-owner of each Parkhome to which such Limited Common Elements are appurtenant. Notwithstanding anything in the Condominium Documents to the contrary, the costs of repair and replacement of any drywall damaged from the inside of the Parkhome shall, unless covered by insurance held by the Association for the benefit of the Co-owner (except the Association's deductible portion which shall be paid by the Co-owner, if applicable), be borne by the Co-owner of the Parkhome.

- (k) Other Common Elements. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Amended and Restated Bylaws (Exhibit "C" hereto) expressly to the contrary.
- (l) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall have access to the Common Elements and Condominium Parkhomes as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV, Section 3.

Section 4. Use of Parkhomes and Common Elements. No Co-owner shall use his Parkhome or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Parkhome or the Common Elements.

## ARTICLE V PARKHOME DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Parkhomes. This Condominium consists of 458 Parkhomes in 111 Buildings, as depicted on Exhibit "B" attached to the initial Superseding Consolidated Master Deed. Each Parkhome in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of Lakewood Parkhomes as surveyed by Basney & Smith, Inc., Registered Engineers, and which Plan is attached to the initial Superseding Consolidated Master Deed as Exhibit "B".

Each Parkhome shall include all that space contained within certain horizontal planes designated and delineated by "x" and "y" coordinate lines and certain vertical dimensions as shown on the Table of Elevations in Exhibit "B", less any General or Limited Common Elements contained therein. In determining dimensions, each Parkhome shall be measured from interior finished, unpainted surfaces of the main walls and from the top surface of the basement concrete floor to the unpainted interior surface of the uppermost ceiling in the Parkhome and in the case of a two story Parkhome the uppermost ceiling is the ceiling of the second floor. Where there is no basement, the appropriate measurement shall be made, as applicable, from the top surface of the sub-floor of the lowermost floor in the Parkhome.

The Co-owner of a Parkhome shall not own or tamper with any structural components contributing to the support of the building in which such Parkhome is located, including but not limited to support columns, nor any pipes, wires, conduits, ducts, flues, shafts or public utility lines situated within such Parkhome which service or comprise the Common Elements or a Parkhome or Parkhomes in addition to the Parkhome where located. Easements for the existence, maintenance and repair of all such structural components shall exist for the benefit of the Association.

Section 2. Percentages of Value. The percentage of value assigned to each Parkhome shall be as hereinafter set forth and shall be determinative of each Co-owner's undivided interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of administration, and of the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%. The percentage of value of all Parkhomes in the Buildings comprising the Project is set forth in Exhibit "E" attached to the initial Superseding Consolidated Master Deed, which contains each Parkhome number as it appears on the Condominium Subdivision Plan (Exhibit "B"), the percentage of value assigned to each Parkhome, and a description of each Parkhome by means of the plan type as shown on Exhibit "B".

Section 3. Relocation of Boundaries of Adjoining Parkhomes by Co-owners. Boundaries between adjoining Condominium Parkhomes may be relocated at the request of the Co-owners of such adjoining Condominium Parkhomes and upon approval of the affected mortgagees of these Parkhomes. Upon written application of the Co-owners of the adjoining Condominium Parkhomes, and upon the approval of said affected mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Condominium Parkhomes involved and shall state that

the boundaries between those Condominium Parkhomes are being relocated by agreement of the Co-owners thereof and such amendment shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Parkhomes and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, 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 re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed, Exhibit "C" and Exhibit "F" hereto, and the other unchanged initial Exhibits to the Superseding Consolidated Master Deed. The amendment shall be delivered to the Co-owners of the Condominium Parkhomes involved upon payment by them of all reasonable costs for the preparation and recording thereof which may be assessed to and collected from the responsible Co-owner(s) in the manner provided in Article II of the Bylaws attached hereto as Exhibit "C".

## **ARTICLE VI** **EASEMENTS**

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Parkhome or Common Element encroaches upon another Parkhome or Common Element due to shifting, settling or movement 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 encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Parkhome walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Parkhome interior wall which supports a Common Element.

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

Section 3. Association Easements for Maintenance, Repair and Replacement.

The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Parkhomes and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to Common Elements located within any Parkhome or its appurtenant Limited Common Elements. The Association shall not be liable to the owner of any Parkhome or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of annual assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of annual assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Bylaws (Exhibit "C" hereto) and the Act.

**Section 4. Telecommunications Agreements and Security.** The Association, acting through its duly constituted Board of Directors shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees and agreement for the provision of security services as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Parkhome therein and security services to the extent the Board deems it necessary. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber

service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

## ARTICLE VII AMENDMENT

This Master Deed, and Exhibits "A", "B", "D", "E" and "F" attached to the initial Superseding Consolidated Master Deed, may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of all of the Co-owners, in number and in value, entitled to vote, except as hereinafter set forth:

Section 1. Modification of Parkhomes or Common Elements. A Co-owner's Parkhome dimensions or its appurtenant Limited Common Elements may not be modified without the written consent of the Co-owner.

Section 2. Change in Percentage of Value. The method or formula utilized to determine the percentage of value assigned to any Parkhome for other than voting purposes shall not be modified without the written consent of the Co-owner and first mortgagee.

Section 3. Mortgagee Approval Requirement. Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only when and as required by the Act. Moreover, insofar as permitted by the Act, this Master Deed shall be construed to reserve to the Co-owners the right to amend this Master Deed and/or the Condominium Subdivision Plan without the consent of mortgagees, if the amendment does not materially alter or change the rights of mortgagees generally, or as may be otherwise described in the Act, notwithstanding that the subject matter of the amendment is one which in the absence of this sentence would require that mortgagees be afforded the opportunity to vote on the amendment. If, notwithstanding the preceding sentences, mortgagee approval of a proposed amendment to the Master Deed and/or Condominium Subdivision Plan is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of Parkhomes entitled to vote thereon. Mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

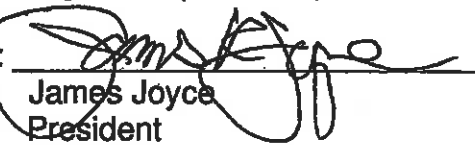
Section 4. Termination, Vacation, Revocation and Abandonment. The

Condominium may not be terminated, vacated, revoked or abandoned without the written consent of eighty percent (80%) of the Co-owners, in number and in value, and as otherwise allowed by law.

**ARTICLE VIII**  
**COMPLIANCE**

In the event that any provision of this Master Deed conflicts with any provision of the Bylaws and Condominium Subdivision Plan, the provisions of the Master Deed shall govern.


**LAKEMOODE PARKHOMES  
CONDOMINIUM ASSOCIATION,**  
a Michigan Nonprofit Corporation

By:   
James Joyce  
Its: President

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF OAKLAND        )

On this 24 day of May, 2011, the foregoing Amended and Restated Superseding Consolidated Master Deed was acknowledged before me by James Joyce, President of Lakemoode Parkhomes Condominium Association, a Michigan Nonprofit Corporation, on behalf of said Corporation.

BARBARA LEE KERBY  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Oct 13, 2016  
ACTING IN COUNTY OF Wayne

 Notary Public  
Wayne County, Michigan  
Acting in: Oakland County, Michigan  
My Commission Expires: Oct 13, 2016

Amended and Restated Superseding  
Consolidated Master Deed Drafted by:  
When Recorded Return to:  
ROBERT M. MEISNER, ESQ.  
MEISNER & ASSOCIATES, P.C.  
30200 Telegraph Road, Suite 467  
Bingham Farms, Michigan 48025-4506  
(248) 644-4433

N:\Data\Clients\ MAIN Director\es\Lakemoode Parkhomes Condominium Association\Amendments\Master Deed - Amended and Restated.doc 9.27.2010

Lakemoode Parkhomes  
Amended and Restated Superseding  
Consolidated Master Deed

(LIVE 6585 ME 423)

LIVE 6605 ME 49

Exhibit A  
FOR  
SUPERSEDING CONSOLIDATED MASTER DEED  
LAKEWOOD PARKHOMES

LAKEWOOD PARKHOMES

LEGAL DESCRIPTION OF CONDOMINIUM PROJECT

Part of Section 25, T.1N., R.8E., City of Novi, Oakland County, Michigan beginning at a point distant S. 00°29'17" E., along the east line of said Section 25; 383.36 feet and S. 89°07'01" W., 60 feet from the east 1/4 corner of said Section 25; thence S. 00°29'17" E., 321.19 feet; thence S. 89°30'43" W., 623.04 feet; thence S. 00°21'00" E., 372.14 feet; thence N. 89°30'43" E., 623.93 feet; thence S. 00°29'17" E., 972.04 feet; thence S. 88°49'29" W., 626.10 feet; thence S. 00°21'17" E., 150.48 feet; thence S. 89°07'10" W., 372.97 feet; thence S. 00°21'17" E., 370.00 feet; thence S. 89°07'10" W., 1465.45 feet; thence N. 01°09'07" W., 862.78 feet; thence N. 07°07'49" W., 89.64 feet; thence N. 11° 21' 02" W., 99.63 feet; thence N. 18°49'57" W., 97.89 feet; thence N. 19°40'10" W., 89.00 feet; thence N. 17° 35'17" W., 82.54 feet; thence N. 11°26'09" W., 82.34 feet; thence N. 06°48'31" W., 75.15 feet; thence N. 01°18'19" E., 331.71 feet; thence S. 88°41'41" E., 195.00 feet; thence along the arc of a curve to the right, radius 325 feet, central angle 19°22'03", chord 109.34 feet, chord bearing S. 79°00'39" E., a distance of 109.86 feet; thence N. 20°40'22" E., 253.00 feet; thence N. 33°16'46" E., 221.57 feet; thence N. 00°10'23" W., 216.00 feet; thence along the arc of a curve to the right, radius 743.00 feet, central angle 24°00'00", chord 308.96 feet, chord bearing S. 78°10'23" E., a distance of 311.23 feet; thence S. 66°10'23" E., 258.32 feet; thence S. 66°10'29" E., 87.40 feet; thence along the arc of curve to the left, radius 163.74 feet, central angle 08°47'21", chord 163.58 feet; chord bearing N. 09°34'11" E., a distance of 163.74 feet; thence N. 59°42'45" E., 149.92 feet; thence N. 00°17'16.5" W., 152.07 feet; to the E. & W. 1/4 line said Sec. 25, thence N. 89°07'01" E., along said E. & W. 1/4 line 687.37 feet; thence S. 00°21'43" E., 383.30 feet; thence N. 89°07'01" E., 622.30 feet to the point of beginning, and containing 115.937 acres, more or less.

# DECEMBER 3 1975

EXHIBIT E  
FOR **LOG 6585 REG 462**  
SUPERSEDING CONSOLIDATED MASTER DEED

Prepared by	Date
BES	12/75
Approved by	Title
[Signature]	OWNER

**LAKEMOORE PARKHOMES PROJECT**  
SCHEDULE OF VALUES  
SUMMARY PAGE

UNIT TYPE	TOTAL # OF UNITS	CUBIC FOOTAGE VALUES	PERCENTAGE VALUE RATIOS	TOTAL PERCENTAGE VALUES		
1	A	33	2173.05	.00174	.05742	
2						
3	B	33	6885.00	.00193	.06369	
4						
5	C	33	6885.00	.00193	.06369	
6						
7	D	33	4998.30	.00197	.06501	
8						
9	E	21	6690.00	.00199	.06969	
10						
11	F	55	7140.00	.00201	.11055	
12						
13	G	23	4720.32	.00190	.04370	
14						
15	H	113	3028.32	.00235	.25125	
16						
17						
18						
19	I	25	1313.42	.00236	.05900	
20						
21	I-2	2	9333.12	.00202	.00524	
22						
23	J	33	10022.40	.00231	.09273	
24						
25	D	171	9479.25	.00247	.13083	
26						
27	D-2	5	10088.00	.00234	.04420	
28						
29	TOTAL UNITS:	458				
30						
31	TOTAL CUBIC FOOTAGE:	3558259.00				
32						
33	TOTAL PERCENTAGE OF VALUE:			100%		
34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						

DISTRIBUTION R. B. [Signature]  
V. ROLL  
N. [Signature]  
K. [Signature]  
G. [Signature]



# DECEMBER 3 75

LINE 6585 REC 463

LAKSWOOD PARKWAYS PROJECT

Schedule of Values

Page 1 of 1

SECTION #	DWG. #	UNIT #	TYPE	Cubic Footage Value	VALUE RATIO
1	1	1	D	3479.25	.00267
1	1	2	B	8383.62	.00236
1	1	3	D-2	10081.66	.00234
1	1	4	E	10022.41	.00281
1	1	9	C	6885 -	.00193
2	3	10	D	4998.90	.00197
2	3	11	B	6885 -	.00193
2	3	12	A	4178.05	.00174
2	4	13	E	6696.16	.00189
2	4	14	F	7140 -	.00201
2	4	15	F	7140 -	.00201
2	4	16	F	7140 -	.00201
2	5	17	G	4720.32	.00190
2	5	18	H	8028.32	.00229
2	5	19	G	4720.32	.00190
3	6	20	G	4720.32	.00190
3	6	21	A	1178.05	.00174
3	6	22	C	6885 -	.00193
3	6	23	D	4998.90	.00197
3	6	24	B	6885 -	.00193
4	7	25	F	7140 -	.00201
4	7	26	F	7140 -	.00201
4	7	27	F	7140 -	.00201
4	7	28	F	7140 -	.00201
4	7	29	F	7140 -	.00201
4	8	30	F	7140 -	.00201
4	8	31	F	7140 -	.00201
4	8	32	F	7140 -	.00201
4	8	33	A	4178.05	.00174
4	8	34	C	6885 -	.00193
5	9	35	D	4998.90	.00197
5	9	36	B	6885 -	.00193
5	10	37	E	6696.16	.00189
5	10	38	F	6696.16	.00189
5	10	39	F	6696.16	.00189
6	10	40	E	6696.16	.00189
6	11	41	C	6885 -	.00193
6	11	42	D	4998.90	.00197
6	11	43	B	6885 -	.00193
6	11	44	A	4178.05	.00174
6	12	45	C	6885 -	.00193
6	12	46	D	4998.90	.00197
6	12	47	B	6885 -	.00193
6	12	48	A	4178.05	.00174

# DECEMBER 3 75

UR 6585 MR 464

Prepared by  
Checked by  
Approved by

## LAKEWOOD PARKHOMES PROJECT

PAGE II.

### SCHEDULE OF VALUES

PAGE 2 of 1

SEGMENT #	BLDG. #	UNIT #	TYPE	Cubic FOOTAGE VALUE	VALUE RATIO
1	13	49	F	7140	.00201
2	13	50	F	7140	.00201
3	13	51	F	7140	.00201
4	13	52	F	7140	.00201
5	14	53	F	6885	.00193
6	14	54	B	677970	.00197
7	14	55	B	6885	.00193
8	14	56	A	617805	.00174
9	15	57	F	7140	.00201
10	15	58	F	7140	.00201
11	15	59	F	7140	.00201
12	15	60	F	7140	.00201
13	16	61	A	617805	.00174
14	16	62	C	6885	.00193
15	16	63	D	677970	.00197
16	16	64	B	6885	.00193
17	17	65	B	6885	.00193
18	17	66	B	677970	.00197
19	17	67	B	6885	.00193
20	17	68	B	617805	.00174
21	18	69	F	7140	.00201
22	18	70	F	7140	.00201
23	18	71	F	7140	.00201
24	18	72	F	7140	.00201
25	19	73	F	7140	.00201
26	19	74	F	7140	.00201
27	19	75	F	7140	.00201
28	20	76	F	7140	.00201
29	20	77	A	617805	.00174
30	20	78	B	6885	.00193
31	20	79	D	677970	.00197
32	20	80	B	6885	.00193
33	21	81	B	6885	.00193
34	21	82	D	677970	.00197
35	21	83	B	6885	.00193
36	22	84	V	617805	.00174
37	22	85	V	669616	.00187
38	22	86	V	669616	.00187
39	22	87	V	669616	.00187
40	22	88	V	669616	.00187
41	23	89	V	669616	.00187
42	23	90	V	669616	.00187
43	23	91	V	669616	.00187
44	23	92	V	669616	.00187
45	23	93	V	669616	.00187
46	23	94	V	669616	.00187
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49	23	97	V	669616	.00187
50	23	98	V	669616	.00187
51	23	99	V	669616	.00187
52	23	100	V	669616	.00187
53	23	101	V	669616	.00187
54	23	102	V	669616	.00187
55	23	103	V	669616	.00187
56	23	104	V	669616	.00187
57	23	105	V	669616	.00187
58	23	106	V	669616	.00187
59	23	107	V	669616	.00187
60	23	108	V	669616	.00187
61	23	109	V	669616	.00187
62	23	110	V	669616	.00187
63	23	111	V	669616	.00187
64	23	112	V	669616	.00187
65	23	113	V	669616	.00187
66	23	114	V	669616	.00187
67	23	115	V	669616	.00187
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69	23	117	V	669616	.00187
70	23	118	V	669616	.00187
71	23	119	V	669616	.00187
72	23	120	V	669616	.00187
73	23	121	V	669616	.00187
74	23	122	V	669616	.00187
75	23	123	V	669616	.00187
76	23	124	V	669616	.00187
77	23	125	V	669616	.00187
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178	23	226	V	669616	.00187
179	23	227	V	669616	.00187
180	23	228	V	669616	.00187
181	23	229	V	669616	.00187
182	23	230	V	669616	.00187
183	23	231	V	669616	.00187
184	23	232	V	669616	.00187
185	23	233	V	669616	.00187
186	23	234	V	669616	.00187
187	23	235	V	669616	.00187
188	23	236	V	669616	.00187
189	23	237	V	669616	.00187
190	23	238	V	669616	.00187
191	23	239	V	669616	.00187
192	23	240	V	669616	.00187
193	23	241	V	669616	.00187
194	23	242	V	669616	.00187
195	23	243	V	669616	.00187
196	23	244	V	669616	.00187
197	23	245	V	669616	.00187
198	23	246	V	669616	.00187
199	23	247	V	669616	.00187
200	23	248	V	669616	.00187
201	23	249	V	669616	.00187
202	23	250	V	669616	.00187
203	23	251	V	669616	.00187
204	23	252	V	669616	.00187
205	23	253	V	669616	.00187
206	23	254	V	669616	.00187
207	23	255	V	669616	.00187
208	23	256	V	669616	.00187
209	23	257	V	669616	.00187
210	23	258	V	669616	.00187
211	23	259	V	669616	.00187
212	23	260	V	669616	.00187
213	23	261	V	669616	.00187
214	23	262	V	669616	.00187
215	23	263	V	669616	.00187
216	23	264	V	669616	.00187
217	23	265	V	669616	.00187
218	23	266	V	669616	.00187
219	23	267	V	669616	.00187
220	23	268	V	669616	.00187
221	23	269	V	669616	.00187
222	23	270	V	669616	.00187
223	23	271	V	669616	.00187
224	23	272	V	669616	.00187
225	23	273	V	669616	.00187
226	23				

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136585 RE 465

## LAKE WOODS PARKING PROJECT

### Schedule of Values

PAGE 3 of 1

SEG. #	Bldg. #	UNIT #	TYPE	Cubic Footage Value	Value Ratio
6	21	83	B	499890	.00197
6	21	84	B	4885-	.00193
6	21	85	B	417805	.00174
6	21	86	B	4885-	.00193
6	21	87	B	417805	.00174
6	25	88	B	4885-	.00193
6	26	89	B	499890	.00197
6	26	90	B	4885-	.00193
6	26	91	B	7140-	.00201
6	26	92	B	7140-	.00201
6	26	93	B	7140-	.00201
6	26	94	B	7140-	.00201
6	26	95	B	6885-	.00193
6	26	96	B	499890	.00197
6	26	97	B	4885-	.00193
6	27	100	B	417805	.00174
6	27	101	B	417805	.00174
6	27	102	B	4885-	.00193
6	27	103	B	499890	.00197
6	27	104	B	4885-	.00193
6	27	105	B	417805	.00174
6	27	106	B	417805	.00174
6	27	107	B	4885-	.00193
6	27	108	B	499890	.00197
6	27	109	B	4885-	.00193
6	27	110	B	417805	.00174
6	27	111	B	417805	.00174
6	27	112	B	4885-	.00193
7	29	113	E	469616	.00189
7	29	114	E	469616	.00189
7	29	115	E	469616	.00189
7	29	116	E	469616	.00189
7	29	117	E	469616	.00189
7	31	118	F	469616	.00189
7	31	119	F	469616	.00189
7	31	120	F	469616	.00189
7	31	121	F	7140-	.00201
7	31	122	F	7140-	.00201
7	31	123	F	7140-	.00201
7	31	124	F	7140-	.00201
7	31	125	F	6885-	.00193
7	31	126	F	499890	.00197
7	31	127	F	4885-	.00193
7	32	128	A	417805	.00174
7	33	129	A	469616	.00189
7	33	130	A	469616	.00189
7	33	131	A	469616	.00189
7	33	132	A	469616	.00189
7	34	133	A	7140-	.00201
7	34	134	A	7140-	.00201
7	34	135	A	7140-	.00201
7	34	136	A	7140-	.00201

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LIB 6585 W 466

## LAKEWOOD PARKHOMES PROJECT

Prepared By	Page #	Date
Approved By		

### SCHEDULE OF VALUES

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Seq. #	Bldg. #	UNIT #	TYPE	Cubic Footage Value	Unit Ratio
1		151		7140 -	.00201
2		152		7140 -	.00201
3		153		7140 -	.00201
4		154		7140 -	.00201
5		155		7140 -	.00201
6		156		7140 -	.00201
7		157		7140 -	.00201
8		158		7140 -	.00201
9		159		7140 -	.00201
10		160		4885 -	.00193
11		161		617805	.00174
12		162		4885 -	.00193
13		163		617890	.00197
14		164		4885 -	.00193
15		165		617890	.00197
16		166		4885 -	.00193
17		167		617805	.00174
18		168		7140 -	.00201
19		169		7140 -	.00201
20		170		7140 -	.00201
21		171		7140 -	.00201
22		172		617890	.00197
23		173		4885 -	.00193
24		174		617805	.00174
25		175		4885 -	.00193
26		176		617805	.00174
27		177		4885 -	.00193
28		178		617890	.00197
29		179		4885 -	.00193
30		180		617890	.00197
31		181		4885 -	.00193
32		182		617805	.00174
33		183		617890	.00197
34		184		4885 -	.00193
35		185		617805	.00174
36		186		4885 -	.00193
37		187		602832	.00225
38		188		302832	.00225
39		189		302832	.00225
40		190		302832	.00225

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UB 6585 no 467

LAKEWOOD PARK HOMES PROJECT

SCHEDULE OF VALUES

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SEG. #	Bldg. #	UNIT #	TYPE	Cubic Footage Value	Value Ratio
11	46	181	D	299890	.00197
11	46	182	B	4885-	.00193
11	46	183	A	4885-	.00193
11	46	184	A	417805	.00174
11	47	185	H	802832	.00225
11	47	186	H	802832	.00225
11	47	187	H	802832	.00225
11	47	188	H	802832	.00225
11	48	189	H	802832	.00225
11	48	190	H	802832	.00225
11	48	191	H	802832	.00225
11	48	192	H	802832	.00225
11	47	193	G	672032	.00190
11	47	194	G	672032	.00190
11	47	195	G	672032	.00190
11	49	196	S	672032	.00190
12	50	197	A	417805	.00174
12	50	198	A	4885-	.00193
12	50	199	D	499890	.00197
12	50	200	B	4885-	.00193
12	51	201	D	499890	.00197
12	51	202	B	4885-	.00193
12	51	203	B	4885-	.00193
12	51	204	A	417805	.00174
12	51	205	A	417805	.00174
12	52	206	B	4885-	.00193
12	52	207	D	4885-	.00193
12	52	208	D	499890	.00197
12	53	209	D	499890	.00197
12	53	210	B	4885-	.00193
12	53	211	C	4885-	.00193
12	53	212	A	417805	.00174
13	54	213	D	499890	.00197
13	54	214	L	4885-	.00193
13	54	215	B	4885-	.00193
13	55	216	A	417805	.00174
13	55	217	D	499890	.00197
13	55	218	E	4885-	.00193
13	55	219	B	4885-	.00193
13	55	220	A	417805	.00174
13	56	221	H	802832	.00225
13	56	222	H	802832	.00225
13	56	223	H	802832	.00225
13	56	224	H	802832	.00225

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LA 6585 INC 468

Project No. \_\_\_\_\_  
Account No. \_\_\_\_\_

LAKEWOOD PHARMACY PROJECT

SCHEDULE OF VALUES Page 1 of 11

SEQ. #	Bldg. #	UNIT #	TYPE	Cubic Footage Value	VALUE RATIO
1	13	57	D	677890	.00197
2	13	57	O	1825-	.00193
3	13	57	G	1825-	.00193
4	13	57	A	217805	.001194
5	13	58	A	617805	.001194
6	14	58	C	6885-	.00193
7	14	58	O	1885-	.00193
8	14	58	D	679290	.00197
9	14	59	H	802837	.00225
10	14	59	H	802837	.00225
11	14	59	H	802837	.00225
12	14	59	H	802837	.00225
13	14	60	D	679290	.00197
14	14	60	B	6885-	.00193
15	14	60	C	6885-	.00193
16	14	60	H	617805	.001194
17	14	61	H	802837	.00225
18	14	61	H	802837	.00225
19	14	61	H	802837	.00225
20	14	61	H	802837	.00225
21	15	62	G	672032	.00190
22	15	62	G	672032	.00190
23	15	62	G	672032	.00190
24	15	62	G	672032	.00190
25	15	63	H	802837	.00225
26	15	63	H	802837	.00225
27	15	63	H	802837	.00225
28	15	63	H	802837	.00225
29	15	64	H	802837	.00225
30	15	64	H	802837	.00225
31	15	64	H	802837	.00225
32	15	64	H	802837	.00225
33	15	65	H	802837	.00225
34	15	65	H	802837	.00225
35	15	65	H	802837	.00225
36	15	65	H	802837	.00225
37	15	65	H	802837	.00225
38	15	65	H	802837	.00225
39	15	65	H	802837	.00225
40	15	65	H	802837	.00225
41	15	65	H	802837	.00225
42	15	65	H	802837	.00225
43	15	65	H	802837	.00225
44	15	65	H	802837	.00225
45	15	65	H	802837	.00225
46	15	65	H	802837	.00225
47	15	65	H	802837	.00225
48	15	65	H	802837	.00225
49	15	65	H	802837	.00225
50	15	65	H	802837	.00225
51	15	65	H	802837	.00225
52	15	65	H	802837	.00225
53	15	65	H	802837	.00225
54	15	65	H	802837	.00225
55	15	65	H	802837	.00225
56	15	65	H	802837	.00225
57	15	65	H	802837	.00225
58	15	65	H	802837	.00225
59	15	65	H	802837	.00225
60	15	65	H	802837	.00225
61	15	65	H	802837	.00225
62	15	65	H	802837	.00225
63	15	65	H	802837	.00225
64	15	65	H	802837	.00225
65	15	65	H	802837	.00225
66	15	65	H	802837	.00225
67	15	65	H	802837	.00225
68	15	65	H	802837	.00225
69	15	65	H	802837	.00225
70	15	65	H	802837	.00225
71	15	65	H	802837	.00225
72	15	65	H	802837	.00225
73	15	65	H	802837	.00225
74	15	65	H	802837	.00225
75	15	65	H	802837	.00225
76	15	65	H	802837	.00225
77	15	65	H	802837	.00225
78	15	65	H	802837	.00225
79	15	65	H	802837	.00225
80	15	65	H	802837	.00225
81	15	65	H	802837	.00225
82	15	65	H	802837	.00225
83	15	65	H	802837	.00225
84	15	65	H	802837	.00225
85	15	65	H	802837	.00225
86	15	65	H	802837	.00225
87	15	65	H	802837	.00225
88	15	65	H	802837	.00225
89	15	65	H	802837	.00225
90	15	65	H	802837	.00225
91	15	65	H	802837	.00225
92	15	65	H	802837	.00225
93	15	65	H	802837	.00225
94	15	65	H	802837	.00225
95	15	65	H	802837	.00225
96	15	65	H	802837	.00225
97	15	65	H	802837	.00225
98	15	65	H	802837	.00225
99	15	65	H	802837	.00225
100	15	65	H	802837	.00225

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## LAKEWOOD PARKHOMES PROJECT

### SCHEDULE OF VALUES

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S.E. #	Bldg. #	Unit #	Type	Cubic Feet of Concrete	Value Ratio
16	68	267	A	817805	.00194
16	68	270	B	8885-	.00193
16	68	271	B	8885-	.00193
16	68	272	B	499890	.00197
16	68	273	B	802832	.00225
16	69	274	H	802832	.00225
16	69	275	H	802832	.00225
16	69	276	H	802832	.00225
16	69	277	H	802832	.00225
16	69	278	H	802832	.00225
16	70	279	H	802832	.00225
16	70	280	H	802832	.00225
17	71	281	G	672037	.00190
17	71	282	G	672037	.00190
17	71	283	G	672037	.00190
17	71	284	S	672037	.00190
17	73	289	H	802832	.00225
17	73	290	H	802832	.00225
17	73	291	H	802832	.00225
17	73	292	H	802832	.00225
17	74	293	H	802832	.00225
17	74	294	H	802832	.00225
17	74	295	H	802832	.00225
17	74	296	H	802832	.00225
17	74	297	H	802832	.00225
18	75	298	K	802832	.00225
18	75	299	H	802832	.00225
18	75	300	H	802832	.00225
18	76	301	K	802832	.00225
18	76	302	K	802832	.00225
18	76	303	H	802832	.00225
18	76	304	H	802832	.00225
18	77	305	G	672037	.00190
18	77	306	G	672037	.00190
18	77	307	G	672037	.00190
18	77	308	G	672037	.00190
19	79	313	H	802832	.00225
19	79	314	H	802832	.00225
19	79	315	H	802832	.00225
19	79	316	H	802832	.00225
19	80	317	H	802832	.00225
19	80	318	H	802832	.00225
19	80	319	H	802832	.00225
19	80	320	H	802832	.00225

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UB 6585 REC 470

LAKEWARE FARMHOUSES PROJECT  
 SCHEDULE OF VALUES

Prepared by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_

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SECT.	Bldg.	UNIT	TYPE	Cubic FOOTAGE C.M.S.	Unit RATIO
1	19	321		802837	.00225
2	19	322		802832	.00225
3	17	323		802832	.00225
4	17	324		802832	.00225
5	17	325		802832	.00225
6	17	326		802832	.00225
7	17	327		802832	.00225
8	17	328		802832	.00225
9	20	329		802832	.00225
10	20	330		802832	.00225
11	20	331		802832	.00225
12	20	332		802832	.00225
13	20	333		802832	.00225
14	20	334		802832	.00225
15	20	335		802832	.00225
16	20	336		802832	.00225
17	20	337		802832	.00225
18	20	338		802832	.00225
19	20	339		802832	.00225
20	20	340		802832	.00225
21	21	341		802832	.00225
22	21	342		802832	.00225
23	21	343		802832	.00225
24	21	344		802832	.00225
25	21	345		802832	.00225
26	21	346		802832	.00225
27	21	347		802832	.00225
28	21	348		802832	.00225
29	21	349		802832	.00225
30	21	350		802832	.00225
31	21	351		802832	.00225
32	21	352		802832	.00225
33	21	353		802832	.00225
34	21	354		802832	.00225
35	21	355		802832	.00225
36	21	356		802832	.00225
37	21	357		802832	.00225
38	21	358		802832	.00225
39	21	359		802832	.00225
40	21	360		802832	.00225
41	21	361		802832	.00225
42	21	362		802832	.00225
43	21	363		802832	.00225
44	21	364		802832	.00225
45	21	365		802832	.00225
46	22	366	D-2	1008864	.00234
47	22	367	D-2	1008864	.00234
48	22	368	D-2	852362	.00236
49	22	369	D-2	852362	.00236



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LAKELAND PARKHOMES PROJECT

Schedule of Values Page 4 of 11

SEG. #	BLDG. #	UNIT #	TYPE	QTY	UNIT VALUE	TOTAL VALUE	RATIO
1	22	93	0	367	747925	274508525	.00267
2	72	93	0	910	747925	680622750	.00267
3	77	93	0	511	1002241	512145251	.00281
4	77	93	0	272	1002241	272610552	.00281
5	77	94	0	173	947925	164991025	.00267
6	22	94	0	374	747925	279724050	.00267
7	22	94	0	375	1002241	375840375	.00281
8	22	94	0	274	1002241	274614634	.00281
9	77	94	0	217	833312	181828704	.00236
10	77	94	0	278	833312	231660736	.00236
11	23	95	0-2	179	733312	131162848	.00262
12	23	95	0-2	370	933312	345325440	.00262
13	23	95	0-2	561	1002241	562257101	.00281
14	23	95	0-2	522	1002241	523169622	.00281
15	23	95	0-2	223	833312	185828576	.00236
16	23	95	0-2	384	833312	320071808	.00236
17	23	95	0-2	385	947925	363051125	.00267
18	23	95	0-2	386	947925	363999050	.00267
19	23	96	0-2	387	947925	364946975	.00267
20	23	96	0-2	388	947925	365894900	.00267
21	23	96	0-2	389	947925	366842825	.00267
22	23	96	0-2	390	947925	367790750	.00267
23	23	96	0-2	391	947925	368738675	.00267
24	23	96	0-2	392	947925	369686600	.00267
25	23	96	0-2	393	947925	370634525	.00267
26	23	96	0-2	394	947925	371582450	.00267
27	23	96	0-2	395	947925	372530375	.00267
28	23	96	0-2	396	947925	373478300	.00267
29	23	96	0-2	397	947925	374426225	.00267
30	23	96	0-2	398	947925	375374150	.00267
31	23	96	0-2	399	947925	376322075	.00267
32	23	96	0-2	400	947925	377269950	.00267
33	23	96	0-2	401	1002241	401892201	.00281
34	23	96	0-2	402	1002241	402840126	.00281
35	23	96	0-2	403	1002241	403788051	.00281
36	23	96	0-2	404	947925	381717025	.00267
37	23	96	0-2	405	947925	382664950	.00267
38	23	96	0-2	406	1002241	406406201	.00281
39	23	96	0-2	407	1002241	407354126	.00281
40	23	96	0-2	408	1002241	408302051	.00281
41	23	96	0-2	409	833312	339828576	.00236
42	23	96	0-2	410	833312	340776501	.00236

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Project No. \_\_\_\_\_  
 Account No. \_\_\_\_\_

## LAKEWOOD TANKHOUSES PROJECT

### SCHEDULE OF VALUES

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Seq. #	Bldg. #	UNIT #	TYPE	Cubic FOOTAGE VALUE	Unit. RATIO
21	101	411	0	747725	.00267
21	101	412	0	747725	.00267
21	101	413	0	1002241	.00281
21	101	414	0	1002241	.00281
25	102	415	0	1002241	.00281
25	102	416	0	1002241	.00281
25	102	417	0	838362	.00236
25	102	418	0	838362	.00236
25	103	419	0	947725	.00267
25	103	420	0	947725	.00267
25	103	421	0	838362	.00236
25	103	422	0	838362	.00236
25	104	423	0	947725	.00267
25	104	424	0	947725	.00267
25	104	425	0	1002241	.00281
25	104	426	0	1002241	.00281
25	105	427	0	1002241	.00281
25	105	428	0	1002241	.00281
25	105	429	0	947725	.00267
25	105	430	0	947725	.00267
25	106	431	0	1002241	.00281
25	106	432	0	1002241	.00281
25	106	433	0	947725	.00267
25	106	434	0	947725	.00267
26	107	435	0	947725	.00267
26	107	436	0	947725	.00267
26	107	437	0	1002241	.00281
26	107	438	0	1002241	.00281
26	108	439	0	947725	.00267
26	108	440	0	947725	.00267
26	108	441	0	838362	.00236
26	108	442	0	838362	.00236
26	109	443	0	947725	.00267
26	109	444	0	947725	.00267
26	109	445	0	1002241	.00281
26	110	446	0	1002241	.00281
26	110	447	0	838362	.00236
26	110	448	0	838362	.00236
26	110	449	0	947725	.00267
26	110	450	0	947725	.00267
26	111	451	0	838362	.00236
26	111	452	0	838362	.00236
26	111	453	0	947725	.00267
26	111	454	0	947725	.00267

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Prepared by: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

## LAKELIMBER PARK HOMES PROJECT

SCHEDULE OF VALUES PAGE 11 of 1

SECT. #	BLDG. #	UNIT #	TYPE	CUBIC FOOTAGE VALUE	PERCENTAGE RATIO
1	27	112	155	9479.25	.00267
2	27	112	156	9479.25	.00267
3	27	112	157	10022.41	.00281
4	27	112	158	10022.41	.00281
5	27	115	159	7177.25	.00267
6	27	113	160	7177.25	.00267
7	27	113	161	8383.62	.00236
8	27	113	162	8383.62	.00236
9	27	114	163	9479.25	.00267
10	27	114	164	9479.25	.00267
11	27	114	165	9479.25	.00267
12	27	114	166	9479.25	.00267
13	27	115	167	7177.25	.00267
14	27	115	168	7177.25	.00267
15	27	115	169	10022.41	.00281
16	27	115	170	10022.41	.00281
17	27	115	171	8383.62	.00236
18	27	115	172	8383.62	.00236
19	27	115	173	9479.25	.00267
20	27	115	174	9479.25	.00267
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**LAKEMOODE PARKHOMES**

**EXHIBIT "F" TO AMENDED AND RESTATED  
SUPERSEDING CONSOLIDATED MASTER DEED**

**TABLE OF 74 CARPORT ASSIGNMENTS**

<b>Carport #</b>	<b>Unit #</b>	<b>Carport#</b>	<b>Unit #</b>
37	37	267B	267
38	38	268	268
103	103	275A	275
104	104	275B	275
139A	139	278A	278
139B	139	278B	278
177	177	280A	280
179	179	280B	280
185A	185	290	290
185B	185	294	294
187A	187	300A	300
187B	187	300B	300
188	188	303	303
190	190	314	314
192A	192	316A	316
192B	192	316B	316
193	193	321A	321
194A	194	321B	321
194B	194	323	323
224A	224	327A	327
224B	224	327B	327
233A	233	329A	329
233B	233	329B	329
248	248	330	330
249	249	331	331
253	253	332A	332
254	254	332B	332
255A	255	333A	333
255B	255	333B	333
257A	257	334A	334
257B	257	334B	334
258	258	347	347
262	262	348A	348
263	263	348B	348
265A	265	349	349
265B	265	357A	357
267A	267	357B	357

*Carport numbers are displayed on the inside of each Carport.*

**Michigan Department of Energy, Labor & Economic Growth**

***Filing Endorsement***

***This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION***

***for***

***LAKEWOODE PARKHOMES CONDOMINIUM ASSOCIATION***

***ID NUMBER: 868057***

***received by facsimile transmission on July 27, 2010 is hereby endorsed***

***Filed on July 27, 2010 by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 27TH day of July, 2010.***

**Director**

**MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH  
BUREAU OF COMMERCIAL SERVICES**

Date Received

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Meisner &amp; Associates, P.C.

Address

30200 Telegraph Road, Ste 467

City

State

ZIP Code

Bingham Farms, Michigan 48025

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION**

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

*Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:*

1. The present name of the corporation is:

LAKEMOORE PARKHOMES CONDOMINIUM ASSOCIATION

2. The identification number assigned by the Bureau is:

868-057

3. Article V (d), XI and XII of the Articles of Incorporation is hereby amended to read as follows:

See attached pages 2-4.

Article V, Section 4 (d) is amended and restated to provide as follows:

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation. Notwithstanding the above, a member entitled to vote at an election for directors may vote, in person, by proxy, by absentee ballot, or by electronic transmission as defined by 2008 Act 9, Michigan Nonprofit Corporation Act; MCL 450.2106(4).

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Article XI is added to provide as follows:

## **ARTICLE XI**

Section 1. A volunteer director, as defined in Section 110(2) of Act No. 162 of the Public Acts of 1982, as amended, and/or a volunteer officer are not personally liable to the Corporation or its members for monetary damages for a breach of the director's or officer's fiduciary duty. However, this provision shall not eliminate or limit the liability of a director or officer for any of the following:

- (A) A breach of the director's or officer's duty of loyalty to the Corporation or its members.
- (B) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law.
- (C) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended.
- (D) A transaction from which the director or officer derived an improper personal benefit.
- (E) An act or omission occurring before the effective date of this Amendment granting limited liability.
- (F) An act or omission that is grossly negligent.

Section 2. The Corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of this Amendment granting limited liability if all of the following are met:

- (A) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.

- (B) The volunteer was acting in good faith.
- (C) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (D) The volunteer's conduct was not an intentional tort.
- (E) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

Section 3. If, after the adoption of this Article by the Corporation, the Michigan Nonprofit Corporation Act is amended to further limit or eliminate the liability of a volunteer director, volunteer officer, or other volunteer, then a volunteer director, volunteer officer, or other volunteer shall not be liable to the Corporation or its members as provided in the Michigan Nonprofit Corporation Act, as amended.

Section 4. No amendment, alteration, modification or repeal of this Article XI shall have any effect on the liability of any volunteer director, volunteer officer, or other volunteer of the Corporation with respect to any act or omission of such volunteer director, volunteer officer, or other volunteer occurring prior to such amendment, alteration, modification or repeal.

Section 5. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

Section 6. For purposes of this Article, "volunteer director" means a director who does not receive anything of more than nominal value from the corporation for serving as a director other than reasonable per diem compensation and reimbursement for actual, reasonable, and necessary expenses incurred by a director in his or her capacity as a director. "Nondirector volunteer" or "volunteer officer" means an individual, other than a volunteer director, performing services for a nonprofit corporation who does not receive compensation or any other type of consideration for the services other than reimbursement for expenses actually incurred.

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Article XII is added to provide as follows:

## **ARTICLE XII**

Any action which may be taken at a meeting of the members of the Corporation (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members. Written consents may be solicited in the same manner as provided in the Bylaws for the Corporation for the giving of notice of meetings of members. Such solicitation may specify:

- (a) The percentage of consents necessary to approve the action; and
- (b) The time by which consents must be received in order to be counted.

The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted. Such a consent may be transmitted electronically, as defined by 2008 Act 9, Michigan Nonprofit Corporation Act, and shall contain information from which it can be determined by the Association that it was duly transmitted by the member, or by a person authorized to act for the member, and it shall include the date on which it was transmitted, which shall be the date on which consent was signed for purposes of the vote. The electronic transmission shall be reproduced in paper form and delivered by hand or by mailing to the Association at its principal office, or to an officer or agent of the Association, in order to be counted.

**6. Nonprofit corporation only: Member, shareholder, or board approval**

The foregoing amendment to the Articles of Incorporation was duly adopted on the 19th day of June, 2010 by the (check one of the following)

**Member or shareholder approval for nonprofit corporations organized on a membership or share basis**

- members or shareholders at a meeting in accordance with Section 611(2) of the Act.
- written consent of the members or shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have consented in writing has been given. (Note: Written consent by less than all of the members or shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the members or shareholders entitled to vote in accordance with section 407(3) of the Act.

**Directors (Only if the Articles state that the corporation is organized on a directorship basis)**

- directors at a meeting in accordance with Section 611(2) of the Act.
- written consent of all directors pursuant to Section 525 of the Act.

**Nonprofit Corporations**

Signed this 21st day of July, 2010

By *Antonia H. Nagy*  
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

Antonia Nagy, President  
(Type or Print Name)

(Type or Print Title)

Preparer's Name Robert M. Meisner, Esq.Meisner & Associates, P.C.Business telephone number ( 248 ) 644-4433**INFORMATION AND INSTRUCTIONS**

1. This form may be used to draft your Certificate of Amendment to the Articles of Incorporation. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Bureau of Commercial Services. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.  
  
Since the document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This Certificate is to be used pursuant to the provisions of section 631 of Act 284, P.A. of 1972, or Act 162, P.A. of 1982, for the purpose of amending the Articles of Incorporation of a domestic profit corporation or nonprofit corporation. Do not use this form for restated articles.
4. Item 2 - Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. Item 3 - The article(s) being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.
6. If the amendment changes the term of existence to other than perpetual, all nonprofit corporations except churches must obtain a consent to dissolution, or a written statement that the consent is not required, from the Michigan Attorney General, Consumer Protection and Charitable Trusts Division, P.O. Box 30214, Lansing, MI 48909, (517) 373-1152. Application for the consent should be made at least 45 days before the desired effective date of the dissolution. This certificate cannot be filed unless it is accompanied by the consent or written statement.
7. This document is effective on the date endorsed "filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. Signatures:  
**Profit Corporations:** (Complete either Item 4 or Item 5)  
 1) Item 4 must be signed by at least a majority of the Incorporators listed in the Articles of Incorporation.  
 2) Item 5 must be signed by an authorized officer or agent of the corporation.  
  
**Nonprofit Corporations:** (Complete either Item 4 or Item 5)  
 1) Item 4 must be signed by all incorporators listed in the Articles of Incorporation.  
 2) Item 5 must be signed by either the president, vice-president, chairperson or vice-chairperson.
9. FEES: Make remittance payable to the State of Michigan. Include corporation name and identification number on check or money order.

NONREFUNDABLE FEE: \$10.00

ADDITIONAL FEES DUE FOR INCREASED AUTHORIZED SHARES OF PROFIT CORPORATIONS ARE:

<u>Amount of Increase</u>	<u>Fee</u>
1-60,000	\$50.00
60,001-1,000,000	\$100.00
1,000,001-5,000,000	\$300.00
5,000,001-10,000,000	\$500.00
More than 10,000,000	\$500.00 for first 10,000,000 plus \$1000.00 for each additional 10,000,000, or portion thereof

Submit with check or money order by mail:

Michigan Department of Energy, Labor & Economic Growth  
 Bureau of Commercial Services  
 Corporation Division  
 P.O. Box 30054  
 Lansing, MI 48909

To submit in person:

2501 Woodlake Circle  
 Okemos, MI  
 Telephone: (517) 241-6470

Fees may be paid by check, money order, VISA or  
 Mastercard when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First Time Users: Call (517) 241-6470, or visit our website at <http://www.michigan.gov/corporations>  
 Customer with MICH-ELF Filer Account: Send document to (517) 636-6437

DELEG is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

# **LAKEWOODE PARKHOMES**

## **AMENDED AND RESTATED BYLAWS**

### **(EXHIBIT "C" TO THE SUPERSEDING CONSOLIDATED MASTER DEED)**

#### **ARTICLE I**

#### **ASSOCIATION OF CO-OWNERS**

Lakewood Parkhomes, a residential Condominium located in the City of Novi, County of Oakland, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and the Regulatory Agreement and the rules and regulations of the Fair Housing Administration, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Superseding Consolidated Master Deed ("Master Deed"), these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Bylaws provided for under the Michigan Nonprofit Corporation Act, and these Bylaws are intended to supersede and replace both aforescribed sets of Bylaws. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-owner's Parkhome in the Condominium. A Co-owner selling a Parkhome shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, its Exhibits, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Parkhomes in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Parkhome therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

## **ARTICLE II**

### **ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authority and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Parkhomes and the Co-owners thereof in accordance with the following provisions:

Section 1. **Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium within the meaning of Section 54(4) of the Act.

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Parkhome Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Parkhome Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of any change in the monthly payment which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted.

An adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required

by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve fund shall be used for major repairs and replacements of Common Elements. The Board of Directors may establish such other reserve funds as it may deem appropriate from time to time.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Delivery shall be made in the manner provided for notice of meetings in Article IX, Section 4 hereinbelow. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Ten Thousand Dollars (\$10,000.00), in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to (and not repair or replacement of) the Common Elements of an aggregate cost exceeding Ten Thousand Dollars (\$10,000.00) per year, (2) assessments to purchase a Parkhome upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners, in number and in value. The authority to levy

assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

**Section 3. Apportionment of Assessments; Default in Payment.** Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Parkhome in Article V, Section 2 of the Master Deed without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Parkhome, except that Co-owners of Parkhomes to which a Limited Common Element carport is assigned shall pay an additional charge for the carport costs assessed to the Parkhome in the amount of \$6.00 per month, or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days notice to the Co-owners of Parkhomes to which the carports are assigned; and provided, however, that any non-income producing Parkhome owned by the Association and occupied by employees, shall be excluded from any and all assessments of whatsoever type. Any unusual expenses of administration, as may be determined in the sole discretion of the Board of Directors, which benefit less than all of the Condominium Parkhomes, and any expenses incurred as a result of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specially assessed against the Condominium Parkhome or Condominium Parkhomes so benefitted or involved and may be allocated to the benefitted Condominium Parkhome or Parkhomes in the proportion which the percentage of value of the benefitted Condominium Parkhome bears to the total percentages of value of all Condominium Parkhomes so specially benefitted.

Annual assessments as determined in accordance with Article II, Section 2(a) above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Parkhome, or with the acquisition of fee simple title to a Parkhome by any other means. Monthly installments of the annual assessment are due on the first day of each month. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$35.00 per month, or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Said notification may be made in the manner provided for notice of meetings in Article IX, Section 4 hereinbelow. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear

interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, fines, attorney fees and bankruptcy expenses, expenses of collection and costs, advances taxes or other liens paid by the Association to protect its lien, interest, and thereafter against assessments in order of oldest delinquency.

Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the Co-owner's Parkhome which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Parkhome which are levied up to and including the date upon which the land contract seller actually takes possession of the Parkhome following extinguishment of all rights of the land contract purchaser in the Parkhome. In addition to a Co-owner who is also a Limited Liability Company (LLC), the individual member(s) of the LLC, or the individual members of an LLC member, shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Parkhome which are levied up to and including the date upon which the LLC acquired the interest in the Parkhome.

Section 4. Waiver of Use or Abandonment of Parkhome; Uncompleted Repair Work. No Co-owner may exempt himself or herself from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of the Co-owner's Parkhome, or because of uncompleted repair work, or the failure of the Association to provide services and/or management to the Condominium or to the Co-owner.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment and/or by foreclosure of the statutory lien that secures payment of assessments, in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner.

Each Co-owner, and every other person 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. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the



alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Parkhome with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner who acquires title to a Parkhome acknowledges that at the time of acquiring title to the Co-owner's Parkhome, the Co-owner was notified of the provisions of this Section and that the Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Parkhome. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Parkhome.

Notwithstanding the foregoing, neither a judicial foreclosure action shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his/her or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional or a special assessment levied against the pertinent Parkhome is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. In the case of a contemplated foreclosure, either judicial or by advertisement, such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Parkhome(s), and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 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 Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

The expenses incurred in collecting unpaid assessments, including interest, expenses of collection, costs, late charges, actual attorney's fees (not limited to statutory fees and bankruptcy fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on the Co-owner's Parkhome. In the event of default by any Co-

owner in the payment of any installment of the annual assessment levied against the Co-owner's Parkhome, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Parkhome, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable which shall also be secured by the lien on the Co-owner's Parkhome. **In the event of the occurrence of a foreclosure sale by the Association, the Co-owner shall be also liable for assessments chargeable to the foreclosed Parkhome that become due before the expiration of the redemption period.** The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association or sign any petition for any purpose prescribed by the Condominium Documents or by law, and shall not be entitled to run for election or serve as a director or be appointed or serve as an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from the Co-owner's Parkhome. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Parkhome from the Co-owner thereof or any persons claiming under such Co-owner as provided by the Act.

Section 6. Liability of Mortgagee. Any other provision of the Condominium Documents notwithstanding, if the holder of any first mortgage of record covering a Parkhome, or any other purchaser, obtains title to the Parkhome as a result of foreclosure of the first mortgage or by deed (or assignment) in lieu of foreclosure which has priority over the Association's lien, then such person, its successors and assigns, shall take the property free of any claims for unpaid assessments or charges against the Parkhome which accrued prior to the acquisition of title by such person (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Parkhomes, including the mortgaged Parkhome, and except for assessments that have priority over the first mortgage under Section 108 of the Act).

Section 7. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 8. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible

personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

**Section 9. Construction Lien.** A construction lien otherwise arising under the Construction Lien Act, No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act, as amended.

**Section 10. Statement as to Unpaid Assessments.** Pursuant to the provisions of the Act, the purchaser of any Condominium Parkhome may request a statement of the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs, and attorney fees thereon, whether annual, additional or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Parkhome, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs, attorney fees and related collection or other costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Parkhome 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 Parkhome shall render any unpaid assessments together with interest, late charges, fines, costs, and attorney fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Parkhome itself, to the extent provided by the Act. Under the Act, unpaid assessments, interest, collection and late charges, advances made by the Association for taxes or other liens to protect its liens, fines, costs, and attorney fees incurred in the collection thereof constitute a lien upon the Parkhome and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record having priority. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

### **ARTICLE III**

### **ARBITRATION**

**Section 1. Scope and Election.** Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the

claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

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

Section 3. Election of Remedies. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Courts.

## ARTICLE IV

### INSURANCE

Section 1. Association Insurance. The Association shall obtain and continuously maintain in effect a standard insurance policy covering "all risks" of direct physical loss which are commonly insured against by condominium associations, including, among other things, fire and extended coverage, vandalism and malicious mischief, host liability, a minimum \$1,000,000.00 liability (including medical payments) for death, bodily injury, medical payments and property damage, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements. The Association also shall carry: (i) fidelity bond coverage as provided in Article X, Section 16, below; (ii) directors' and officers' liability coverage as provided in Article XIII, Section 2, below; and (iii) such other insurance, if any, as the Board of Directors from time to time deems advisable. The Co-owners are advised that the Association's coverage is not intended to be comprehensive as to all risks and portions of the Condominium Premises, including, without limitation, the Parkhomes and Limited Common Elements that the Co-owners are responsible to maintain, repair or replace, and, consequently, each Co-owner shall obtain and continuously maintain in effect additional coverages, as outlined in Section 2 of this Article. All insurance policies purchased by the Association shall be carried and administered in accordance with the following provisions:

(a) **In General.** The Association shall purchase all such insurance for the benefit of the Association, Co-owners and mortgagees, as their interests appear, and provision shall be made for the issuance of certificates of endorsement to the mortgagees of Parkhomes. Each such insurance policy shall, insofar as applicable, provide that:

- (i) each Co-owner (and the Co-owners, collectively, as a group) is an insured person under the policy with respect to liability arising out of his interest in the common elements or membership in the Association;
- (ii) the insurer waives its right to subrogation under the policy against any Co-owner and any member of his household residing in the Parkhome;
- (iii) no act or omission of any Co-owner, unless within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;
- (iv) if, at the time of loss under the policy, there exists in the name of a Co-owner other insurance covering the same risk as is covered by the policy, the Association's policy shall be deemed primary insurance to the extent, only, so provided in Section 3 of this Article IV; and
- (v) insurance proceeds shall be disbursed, first, for repairs or restoration of the damaged property, unless and except as the:
  - (A) Condominium is terminated;
  - (B) Co-owners and mortgagees vote not to re-build or repair in accordance with Article V, Section 1 of these Bylaws; or
  - (C) repair or replacement would be illegal under any state or local health or safety statute or ordinance.

(b) **Casualty Insurance.** All Common Elements and all standard features of the Parkhomes, shall be insured against fire and the other perils covered by a standard extended coverage endorsement, in an amount equal to 100% of the current insurable replacement value, excluding foundation and excavation costs, and shall be subject to such deductible amounts as the Board of Directors, in consultation with the Association's insurance carrier and/or its representatives, annually determines to be prudent in light of prevailing insurance market conditions and commonly employed methods for the reasonable determination of replacement costs. At the election of the Board, such coverage also may include: (i) "additions and betterments", as defined in Section 2(c) below. All such coverage shall:

- (i) be effected upon an agreed amount basis for the entire Condominium, with appropriate inflation riders in order that no co insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Condominium destruction, if the insurance

- proceeds failed, for some reason, to be equal to the total cost of replacement); and,
- (ii) include endorsement(s) for any Association additional costs incurred to:
    - (A) upgrade a damaged common element structure in compliance with then-applicable building codes; and
    - (B) if determined by the Association's legal advisor that it is required by any law or ordinance applicable at the time of insurance policy purchase or renewal, demolish and re-construct any partially-damaged common element structure, the undamaged portion of which is required by such law or ordinance to be demolished.

Whenever used in these Bylaws, the "standard features" of a Parkhome means and includes: (i) all of the structural and attendant and related building materials which are required to establish a structure for the Parkhome at the points and surfaces where it begins, including, without limitation, the foundations; basement floor, if any; basement walls, if any; Parkhome interior walls, floors and ceilings, but only to the extent such interior walls, floors and ceilings: (A) are structural, load-bearing or otherwise necessary to the support of the building in which the Parkhome is contained; or (B) contain General Common Element pipes, wires, conduits and/or ducts; drywall; joists and other structural elements between floors; and the ceiling of the uppermost floor; (ii) all fixtures, equipment and decorative trim items which were included as standard features within the Parkhome, or were installed within the interior surface of any main wall, at the time of the Parkhome's initial retail sale and occupancy as a dwelling, as evidenced by any plans and specifications filed by the Developer with the municipality and/or by such other or additional reliable physical or written evidence thereof as may exist, such items to include, as applicable, without limitation, bathroom and kitchen fixtures; counter tops; built-in cabinets; finished carpentry; electrical and plumbing conduits; tile; lighting fixtures; and interior doors, door jams and associated hardware, but specifically to exclude all appliances, electrical fixtures, water heaters, heating and air conditioning equipment and pads, wall coverings, window treatments and floor coverings; and (iii) such additional, different or upgraded materials, if any, as the Board from time to time declares, by regulation or resolution, to be "standard features" of all Parkhomes of the same model style and type. Should the Board fail to publish such specifications, the "standard features" of each Parkhome shall be determined by reference to provisions (i) and (ii) above, only, and the original installations, allowing, however, for reasonable changes in components and methods of construction, assembly and finish with the passage of time. Unless otherwise specified by the Board in accordance with (iii) above, the "standard features" of a Parkhome shall not include items installed in addition to or, to the extent, if any, that the replacement cost will exceed in real dollars the cost of a standard feature, any upgrade of or replacement for the standard feature which has been installed, regardless whether any such addition, upgrade or replacement was installed by the Developer or by a subsequent Co-owner of the Parkhome.

(c) Optional Umbrella Insurance. The Association may purchase as an expense of administration an umbrella insurance policy covering any risk required hereunder which was not covered due to lapse or failure to procure.

(d) Insurance Records. All non-sensitive and non-confidential information in the Association's records regarding Common Element insurance coverage shall be made available to Co-owners and mortgagees upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages.

(e) Association Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(f) Proceeds of Association Insurance. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and applied or distributed to the Association, or to the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V, Section 1 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss which requires repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium unless not less than sixty-six and two-thirds percent (66-2/3%), if one or more Parkhomes are tenantable, or fifty-one percent (51%), if no Parkhome is tenantable, of the institutional holders of first mortgages on Parkhomes have given prior written approval.

Section 2. Co-owner Insurance. Each Co-owner shall obtain and continuously maintain in effect the insurance coverages described in sub-Section 2(a) for his Parkhome and, to the extent described in that sub-Section, all Limited Common Elements that are appurtenant or assigned to his Parkhome, for which said Co-owner bears maintenance, repair and/or replacement responsibility. It shall be each Co-owner's responsibility to determine by personal investigation, or by consultation with his own insurance advisor, whether the insurance coverages required by sub-Section 2(a) will be adequate in type and amount to recompense him for all of his foreseeable losses and liability risks for the property required by the preceding sentence to be insured, or whether coverage of an additional type or amount is appropriate or desirable. In particular, each Co-owner should consider the purchase of optional coverages for "additions and betterments", as described in sub-Section 2(c) below, and for alternative

living expense in the event of fire and/or other covered casualty which renders the Parkhome uninhabitable. The Association shall have absolutely no responsibility for obtaining any such coverages unless agreed specifically and separately between the Association and the Co-owner in writing; provided, that any such agreement between the Association and the Co-owner shall provide that any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II above.

(a) **Mandatory Coverage.** Each Co-owner shall continuously maintain in effect at his own expense liability and property casualty insurance coverage (in the form of an "HO-6" or "HO-4" insurance policy, as applicable, or such other specifications as the Board may prescribe, or as may be commonly extant from time to time), which affords coverage against "all-risks" of loss due to:

(i) casualty to:

(A) the Co-owner's personal property while located in the Condominium; and,

(B) the "standard features" of his Parkhome, as defined in Section 1(b) above; and,

(C) any Limited Common Element appurtenant or assigned to the Parkhome, for which said Co-owner bears maintenance, repair and/or replacement responsibility;

and also

(ii) liability for injury to property and persons occurring in his Parkhome or in or upon any Limited Common Element appurtenant or assigned to the Parkhome; and

(iii) casualty to any General or Limited Common Element damaged by the failure of equipment or appliances, or any water source, which is the responsibility of the Co-owner to maintain, repair or replace.

All such coverage shall, where appropriate, be written with a "loss assessment" endorsement. A "loss assessment" endorsement provides coverage for the Co-owner's share, if any, of any property damage or liability loss for which there may be no coverage, or inadequate coverage, under the applicable Association insurance policy. Co-owners shall request of their insurers that all such coverages contain a clause that requires that the insurer mail to the Association notice of cancellation not less than thirty (30) days prior to any policy cancellation, although the insurer's refusal to do so shall not constitute a default by the Co-owner hereunder. Such coverages shall be in amounts prescribed from time to time by the Board after consultation with the Board's insurance advisor as to actual changes in reconstruction costs or in the level of condominium owner liability coverage that is appropriate, but in no event shall coverage for the standard features of the Parkhome be less than their current insurable replacement value, nor shall liability coverage on a "per occurrence"



basis be in an amount which is less than Three Hundred Thousand Dollars (\$300,000.00) for injury to persons.

(b) Co-owner Duty to Provide Evidence of Mandatory Coverage; Association Remedy upon Default. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. In the event the Co-owner fails to do so, in addition to any other remedy which it may have under these Bylaws, the Association may, but shall not be under any obligation to, purchase such insurance coverage in respect of the Parkhome and its appurtenant Limited Common Elements upon the Co-owner's failure to deliver such evidence of insurance coverage to the Association within thirty (30) days after the Association provides written notice of its intention to do so. The premium cost incurred by the Association to purchase Co-owner mandatory insurance coverage upon a Parkhome may be assessed to and collected from the responsible Co-owner in the manner provided in Article II above.

(c) Optional Co-owner "Additions and Betterments" Coverage. Each Co-owner should consider whether to obtain and maintain "additions and betterments" insurance coverage for his Parkhome. Whenever used in these Bylaws, "additions and betterments" shall mean and includes all fixtures, equipment, decorative trim and furnishings which are located within the Parkhome, or within any Limited Common Element appurtenant or assigned to the Parkhome, and which are not a "standard feature" of the Parkhome.

Section 3. Determination of Primary Carrier; Subrogation. In all circumstances in which there exist overlapping coverages under policies of insurance carried by a Co-owner and the Association in accordance with this Article, the provisions of this Section 3 shall determine the carrier and policy that shall bear the primary responsibility to adjust and pay an insured loss for which both policies afford coverage. In the event of property damage to a General Common Element, or to a Limited Common Element that the Association is responsible to repair and replace, the Association's carrier and policy shall be deemed primary. In the event of personal injury or any other liability claim for an occurrence in or upon the General Common Elements, or in or upon a Limited Common Element that the Association is responsible to maintain, repair or replace, the Association's carrier and policy shall be deemed primary if the loss resulted from the Association's non-performance or improper performance of any such responsibility. The carrier and policy of the Co-owner of the Parkhome shall be primarily responsible for all property damage to, and any personal injury or other liability claim for any occurrence in or upon, a Parkhome and/or its contents, including, without limitation, the "standard features" and "additions and betterments" of the Parkhome. The carrier and policy of the Co-owner who is responsible to repair or replace any Limited Common

Element shall be primarily responsible for all property damage to the Limited Common Element. The carrier and policy of a Co-owner who is responsible to maintain any Limited Common Element shall be primarily responsible for any personal injury or other liability claim for an occurrence in or upon the Limited Common Element, except to the extent that the Association is responsible for its repair and replacement and the Association's non-performance or improper performance of that responsibility was the cause of such injury or other liability. In all cases where the Association's carrier and policy are not deemed primarily responsible to adjust the loss, if the Association's carrier and policy contribute to the payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of insurance proceeds paid, and the Association shall in no event be responsible to pay any deductible amount under either the Association's or the Co-owner's policy. The Association and Co-owners, as to all policies which either obtains, shall use their best efforts to see that all property casualty and liability insurance carried contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the other party.

Section 4. Authority of Association to Settle Insurance Claims. Each Co-owner, by his ownership of a Parkhome, shall be deemed to appoint the Association as the Co-owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability and workers' compensation insurance, if applicable, pertinent to the Condominium, the Co-owner's Parkhome and the Common Elements, with such insurer as may, from time to time, provide such insurance for the Condominium. 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; collect and remit premiums; collect proceeds; and distribute proceeds to the Association, the Co-owners and their respective mortgagees, as their interests appear (subject always to the Condominium Documents); execute releases of liability; and, execute all documents and do all things on behalf of such Co-owners and the Condominium as are necessary or convenient to their accomplishment.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. Responsibility to Repair or Replace. This Article shall determine whether a portion of the Condominium Premises that is damaged or deteriorates as the result of casualty or other insurable event shall be repaired or replaced, and, if so, assigns the responsibility for such repair or replacement and for the costs thereof. Except in the case of Co-owner responsibility pursuant to Article IV, Section 2, above, or Article VI, Section 14, below, the allocation of repair and replacement responsibilities

contained in the Master Deed shall determine the allocation of responsibility for the costs of maintenance, repair or replacement of any portion of the Condominium Premises except in the case of casualty or other insurable event.

If any part of the Condominium Premises is damaged or deteriorated, the damaged or deteriorated property shall be rebuilt or repaired unless not less than eighty percent (80%) in number of the Co-owners entitled to vote as of the record date for said vote determine that the Condominium shall be terminated, and not less than sixty-six and two-thirds percent (66-2/3%) of the institutional holders of a first mortgage lien on any Parkhome have given their prior written approval to such termination.

Section 2. Repair in Accordance with Master Deed, etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage, unless the Co-owners unanimously decide otherwise.

Section 3. Co-owner and Association Responsibilities to Make Repair. If damage or deterioration is only to a Parkhome, and/or to a Limited Common Element for which the Co-owner bears maintenance, repair and replacement responsibility in the Master Deed, as amended, the Co-owner of that Parkhome shall make the repair or replace the item in accordance with Section 4 of this Article, and the Co-owner shall bear the uninsured or under-insured costs thereof; provided, that the Board of Directors may, but shall not be required to, assume the responsibility to repair damage to, or to replace portions of, Parkhome interior walls, ceilings and floors which are structural, load-bearing or otherwise necessary to the support of the building in which the Parkhome is contained, or in which there exist General Common Element pipes, wires, conduits and/or ducts.

In all other cases, the Association shall make the repair or reconstruct the item. Immediately after a casualty causing damage to property the Association is responsible to maintain, repair or replace, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are insufficient to defray the estimated costs of Association repair or replacement, or if at any time during such repair or replacement, or upon completion of such repair or replacement, the funds for the payment of such costs are insufficient, assessments shall be made and may be collected in accordance with Article II, above, against the Co-owners who are responsible for the costs of repair or replacement in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

Section 4. Co-owner Responsibility for Repair.

A. Co-owner Responsibility for Repair to Parkhome and Limited Common Elements. The Co-owner of the Parkhome shall be responsible for all costs (including any uninsured, under-insured and insurance deductible costs) to repair or replace any damage or deterioration to his own Parkhome, the standard features, additions and betterments therein, or to a Limited Common Element for the costs of repair or replacement of which the Co-owner is responsible under Article IV, Section 3 of the Master Deed, regardless of the cause or nature of any such damage or deterioration, including, but not limited to, instances in which the damage or deterioration is incidental to or caused by:

(i) a Common Element which the Association is responsible to maintain, repair and/or replace;

(ii) the maintenance, repair or replacement of any such Common Element;

(iii) the Co-owner's own actions, or any failure of the Co-owner to take appropriate preventive action; or

(iv) the malfunction of any appliance, equipment or fixture located within or serving the Parkhome.

The Parkhome Co-owner's responsibility pursuant to the preceding sentence shall include, but not be limited to: interior walls (including walls which are structural, load-bearing or otherwise necessary to the support of the building in which the Parkhome is contained, or which contain general common element pipes, wires, conduits and/or ducts, if the Board of Directors has not elected to assume the responsibility for their repair as provided in Section 3, above); sound conditioning insulation in ceilings, walls and floors; interior doors, windows, locks and hardware on windows, interior and entry doors, and on door walls, storm doors and storm windows, screen doors and their associated hardware; interior garage surfaces and drywall, if any, electric garage door openers, and any other Limited Common Element for which the Co-owner is responsible for repair or replacement pursuant to the requirements set forth in the Master Deed; sanitary (toilet) installations; all appliances, equipment and accessories, whether free-standing or built-in, and their supporting hardware/equipment, including, without limitation, water faucets, water heater tanks, fixtures, furnaces, washers, dryers, spa tubs (if permitted), microwave ovens, humidifiers, ice makers, gas fireplace equipment, if any, chimney flue, computers, monitors, printers, televisions, electronics, air conditioners, compressors and pads, water heaters, exhaust fans, sinks, refrigerators, ovens, cooktops, dishwashers and garbage disposals; all floor coverings, wall coverings, window shades, draperies, cabinets,

interior trim, telephones, furniture, lamps, light fixtures, switches, outlets and circuit breakers; all "additions and betterments", as defined in Article IV above; and all other personal property.

If any damage or deterioration is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner (or, if there is a mortgagee endorsement, the Co-owner and mortgagee jointly) shall be entitled to receive the proceeds of insurance relative thereto, to be used solely for the necessary repairs, but only in the absence, or after exhausting the proceeds, of any Co-owner insurance that is primary coverage under Article IV, Section 3, above. If proceeds of insurance carried by the Association are paid to the Co-owner, or to the Co-owner and mortgagee jointly, as provided in the last sentence, the Co-owner shall begin reconstruction or repair upon receipt of the insurance proceeds.

Notwithstanding the above in this Subsection A, if the Association is responsible to bear the costs to repair any "incidental damage", as described in Section 5, below, or another Co-owner is responsible for any uninsured or underinsured costs (including any deductible amount, unless waived) pursuant to Section 8, below, those provisions and requirements shall control over this subsection A.

**Section 5. Association Responsibility for Repair.** Subject to Section 8, below, and to any contrary provision of Article IV of the Master Deed, the Association shall bear the costs to repair or reconstruct any damaged or deteriorated Common Element. The Association also shall be responsible for any incidental damage (as that term is hereinafter defined) to a Parkhome that is caused by any non-performance or improper performance of the Association's responsibility to maintain, repair or replace any Common Element, but the responsibility of the Association for such "incidental damage" shall not exceed the sum of \$1,000.00 per occurrence. "Incidental damage" shall be defined as damage incurred to the improvements and contents of a Parkhome. Any "incidental damage" to a Parkhome in excess of \$1,000.00 shall be borne by the Co-owner of the Parkhome, except that the Association shall have the option, in the sole discretion of the Board of Directors, to reimburse the Co-owner for all or any portion of the incidental damage in excess of \$1,000.00, regardless of whether the Association has insurance therefor. In the event the Co-owner has insurance which covers such "incidental damage" to his Parkhome, the Association shall not be liable for any "incidental damage" and the insurance carrier of the Co-owner shall have no right of subrogation against the Association.

Section 6. Timely Reconstruction and Repair. If damage to the Common Elements or to a Parkhome adversely affects the appearance of the Condominium, or may cause damage to or adversely affect the Common Elements or another Parkhome, the Association or Co-owner responsible to make the repair or replacement shall commence to do so without delay and shall complete the repair or replacement within six (6) months after the date of the occurrence.

Section 7. Indemnification. Each Co-owner shall indemnify and hold harmless the Association and every other Co-owner for all damages and costs, including, without limitation, actual attorneys fees (not limited to reasonable attorneys fees), which the Association or such other Co-owner(s) suffer as the result of defending any claim arising out of an occurrence on or within such Co-owner's Parkhome or a Limited Common Element for which the Co-owner is assigned the responsibility to maintain, repair and replace, and, if so required by the Association, shall carry insurance to secure this indemnity. This Section 7 shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

Section 8. Responsibility for Amounts Within Insurance Deductible or Otherwise Uninsured. Notwithstanding any other provision of the Condominium Documents, except to the extent that a lack of insurance results from a breach of the Association's or other Co-owner's duty to insure, the responsibility for damage to any portion of the Condominium Premises which is within the limits of any applicable insurance deductible, unless waived, and for any other uninsured amount, shall be borne by the responsible Co-owner whenever the damage is the result of a failure to observe or perform any requirement of the Condominium Documents, or any negligent or intentional action or omission, including, without limitation, with respect to any Parkhome, Limited Common Element, appliance or equipment maintenance, repair or replacement responsibility, by the Co-owner, the Co-owner's land contract purchaser or tenant, or the family, servants, employees, agents, visitors or licensees of the Co-owner, land contract purchaser or tenant. For example, and not in limitation of the generality of the foregoing, uninsured damage to the Condominium premises which results from smoking within a Co-owner's Parkhome or Limited Common Element, or from a Co-owner's failure to maintain the furnace or a plumbing fixture serving his Parkhome or such other water source in good working order or repair, generally will be the responsibility of that Co-owner.

Section 9. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of a Parkhome. In the event of any taking of an entire Parkhome by eminent domain, the award for such taking shall be paid to the owner of such

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

(b) Taking of Common Elements. If there is a taking of any portion of the Condominium other than a Parkhome, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements, and the affirmative vote of more than fifty percent (50%) in number of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly, and, if any Parkhome shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) Notification of Mortgagees. In the event any Parkhome, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any Parkhome.

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

Section 11. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any of the rights of first mortgagees of Parkhomes pursuant to their mortgages in the case of a distribution to Parkhome owners of insurance proceeds or condemnation awards for losses to or a taking of Parkhomes and/or Common Elements.

## **ARTICLE VI**

### **RESTRICTIONS**

#### **Section 1. Residential Use.**

(a) Residential Uses. No Parkhome in the Condominium shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. Timesharing and/or interval ownership is prohibited. No residential Parkhome shall be used for a commercial or business enterprise; provided, however, that this shall not be deemed to ban a Co-owner from operating a home-based business which does not have any on-site employees other than Parkhome residents, does not produce odors, noises, or other effects noticeable outside of the Parkhome, and does not involve the manufacture of goods or sale of goods from inventory. The Association may also provide a Parkhome or a Common Element to be used by a janitor, or resident manager, as the case may be. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in that Co-owner's Parkhome.

(b) Registered Sex Offenders. No registered sex offender (as defined in Section 3 of the Michigan Sex Offenders Registration Act, MCL 28.721, et seq.) shall own or reside on any part of any Parkhome in the Condominium. The Association may from time to time, at its own discretion, search online sex offender database(s) to determine if any Co-owner or person residing in any Parkhome is a registered sex offender in the State of Michigan, or any other jurisdiction, and thereby in violation of this restriction. The failure of a Co-owner to comply with this restriction may, at the Association's option, subject the Co-owner and/or such resident in violation hereof to eviction proceedings, fine(s), an action for injunctive relief, money damages, and any other remedy as provided in Article XVIII hereinbelow, rules and regulations promulgated pursuant to Section 10 hereinbelow. To help prevent future violations of this restriction, every Co-



owner owning a Parkhome at the Condominium should also search the online databases listed above prior to selling each Parkhome to a prospective purchaser. THE ASSOCIATION ASSUMES NO LIABILITY FOR THE USE OR INTERPRETATION OF INFORMATION IN THIS SUB-SECTION 1(b).

**Section 2. Leasing and Rental.**

(a) **Right to Lease.** A Co-owner may lease his Parkhome for the same purposes set forth in Section 1 of this Article VI, provided that written approval, which approval shall not be unreasonably withheld, of such lease transaction is obtained from the Board of Directors of the Association in the manner provided herein. Notwithstanding anything herein to the contrary, a Condominium Parkhome may not be leased if such lease would violate subsection (b) below. No tenant shall be permitted to occupy except under a written lease the initial term of which is at least one (1) year, unless specifically approved in writing by the Association. No Co-owner shall lease less than an entire Parkhome to the tenant identified in a single written lease agreement. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days' prior written notice to the Condominium Parkhome Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by all Parkhome Co-owners. Each Co-owner of a Condominium Parkhome shall, promptly following the execution of any lease of a Condominium Parkhome, forward a conformed copy thereof to the Board of Directors. Copies of all leases in effect as of the effective date of these Amended and Restated Bylaws shall be provided to the Association within fourteen (14) days of said effective date. Under no circumstances shall transient tenants be accommodated. "Transient tenant" is someone who occupies a Parkhome for less than the minimum period required above regardless of whether or not compensation is paid. 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. Tenants and nonCo-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state.

(b) **Limitation on Number of Parkhomes That Can be Leased.** The number of Condominium Parkhomes that may be leased at any one time in the Condominium shall not exceed ten (10%) percent of the total number of

Parkhomes in the Condominium Project, that is, shall not exceed forty five (45) Parkhomes. The restriction set forth in the preceding sentence shall not be deemed to cause any Parkhome(s) leased in excess of the ten percent (10%) limitation as of the effective date of these Amended and Restated Bylaws to be in default of this provision and such Parkhomes shall be authorized to continue leasing their Parkhome until the re-conveyance of title of the Parkhome, or until the Parkhome is resided in by the Co-owner and/or his or her family, whichever occurs first. Notwithstanding the preceding sentence, any Co-owner who is delinquent in the payment of two (2) or more monthly assessments and/or in default of any of the other terms and conditions of the Condominium Documents, including a default by his or her tenant(s), shall lose their right to lease their Parkhome after the expiration of the current lease term, be it for a fixed period or month to month, in addition to any other delinquent assessment collection or default remedy. In addition, the provisions of this Section 2(b) shall not apply to a lender in possession of a Condominium Parkhome by reason of foreclosure or deed in lieu of foreclosure, as further described in Subsection (f) below, nor shall these provisions apply to an heir or devisee of a Co-owner who obtains title to the Condominium Parkhome as a result of the death of a Co-owner. The Board of Directors in reviewing proposed lease transactions in accordance with the provisions of this Section 2 shall be responsible for obtaining compliance with the provisions of this Section 2(b) and may adopt such reasonable rules and regulations to insure that the restrictions contained in this Section 2(b) are applied in an equitable manner.

(c) Leasing Procedures and Administrative Fees. Subject to the Association's approval as set forth in Subsection (b) above, a Co-owner desiring to rent, lease or otherwise grant possession of a Condominium Parkhome shall present a lease form to a potential lessee of the Parkhome and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Co-owners who do not live in the Parkhome they own must keep the Association informed of their current correct address and phone number(s). The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Article VI, Section 2 as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.

(d) Violation of Condominium Documents by Tenants and NonCo-owner Occupants. If the Association determines that the tenant or nonCo-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or nonCo-owner occupant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or nonCo-owner occupant or advise the Association that a violation has not occurred.

(ii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for both eviction against the tenant or nonCo-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the tenant or nonCo-owner occupant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant or nonCo-owner occupant in connection with the Condominium Parkhome or Condominium Project and for actual legal fees and costs incurred by the Association in connection with legal proceedings hereunder.

(e) Arrearage in Condominium Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant or nonCo-owner occupant occupying a Co-owner's Condominium Parkhome under a lease, rental or occupancy agreement and the tenant or nonCo-owner occupant, 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 do not constitute a breach of the rental agreement, lease or occupancy agreement by the tenant or nonCo-owner occupant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(ii) Initiate proceedings pursuant to subsection (d) (ii) of this Section 2.

The form of lease used by any Co-owner shall explicitly contain the foregoing provisions of this subsection (e).

(f) Partial Exception for Association, FNMA and Institutional Lenders. Notwithstanding anything to the contrary herein, the Association, FNMA and any other institutional holder of a first mortgage upon a Parkhome who is in possession of the Parkhome after foreclosure of the mortgage, or after the acquisition of title to the Parkhome by a deed delivered in lieu of foreclosure of the mortgage, shall not be subject to the limitations imposed by this Section 2 with respect to:

- (i) the number of Parkhomes that may be leased at any time;
- (ii) the minimum lease term; provided that no person shall be permitted to possess and occupy any Parkhome under a lease or occupancy agreement for a term which is less than thirty (30) days, and every such person shall be and remain a "transient tenant" within the meaning of this Section 2; and
- (iii) any requirement concerning the form and content of any lease, or as to the Association's prior review and approval thereof, to the extent that this Section 2 imposes requirements which are in excess of those provided in Section 112 of the Condominium Act, but this exemption shall not apply to such person's successor, transferee or assignee.

### Section 3. Alterations and Modifications of Parkhomes and Common Elements.

(a) No Co-owner shall make alterations in exterior appearance or make structural modifications to his Parkhome (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors (which approval shall be in recordable form), including, without limitation, exterior painting, lights, aerials or antennas (except those antennas referred to in Section 3(b) below), awnings, doors, shutters, newspaper holders, mailboxes, hot tubs and jacuzzis, basketball backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between Parkhomes which in any way impair sound conditioning provisions. Notwithstanding having obtained such approval by the Board of Directors, the Co-owner shall obtain any required building permits and shall, otherwise, comply with all building requirements of the City, and the State of Michigan. The Board may only approve such modifications as do not impair the soundness, safety, utility or appearance of the Condominium Project. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible

sound. The Association shall not be liable to any person or entity for mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans, specifications and plot plan. No action shall be brought or maintained by anyone whatsoever against the Association for or on account of his or her failure to bring any action for any breach of these covenants.

(b) Notwithstanding the provisions of Section 3(a) above, a Co-owner, or a tenant occupying in compliance with the requirements of Article VI, Section 2, above, may install and maintain in a Parkhome, or on a Limited Common Element appurtenant or assigned to the Parkhome, in which he has a direct or indirect ownership or leasehold interest, and which is within his exclusive use or control, an antenna, and/or a mast that supports an antenna, of any of the types and sizes described in paragraph (a) of the Federal Communication Commission's Over-the-Air Reception Devices (OTARD) Rule, 47 C.F.R. Section 1.4000, as amended (the "FCC Rule"), but every such installation shall be made in conformance with the limitations and procedures of this Section and all applicable written rules and regulations with respect to the installation, maintenance and/or removal of such antennas by a Co-owner as from time to time may be promulgated by the Board of Directors of the Association under this Section and Article VI, Section 10, of these Bylaws, except in either case to the extent that they are construed to conflict with the federal Telecommunications Act of 1996, as amended, or the FCC Rule. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair the reception of an acceptable quality signal and shall not unreasonably prevent or delay, or increase the cost, of the installation, maintenance or use of any such antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein.

Antenna installation on a General Common Element is prohibited, except in strict conformance with the limitations and requirements of any rule or regulation regarding the permissible or preferred location(s) for antenna installations as may be promulgated by the Board of Directors in its sole discretion, or unless approved in writing by the Board of Directors in its sole discretion. The preceding sentence shall not be construed to require that the Board of Directors promulgate any rule or regulation permitting the installation of antennas or masts on any General Common Element. Antenna masts, if any, may be no higher than is necessary to receive an acceptable quality signal, and may not extend more than twelve (12) feet above the roofline without preapproval, due to safety concerns. The Association may prohibit Co-owners from installing an antenna otherwise

permitted by this sub-Section if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under the FCC Rule.

A Co-owner must complete and submit to the Association the form of antenna notice prescribed by the Board of Directors before an antenna may be installed. Such form of antenna notice may require such detailed information concerning the proposed installation as the Board reasonably requires to determine whether the proposed installation is permitted by this Section 3(b) and all valid rules and regulations promulgated by the Board regarding the installation and placement of antennas. The Co-owner shall not proceed with the installation sooner than ten (10) days after the Association receives an antenna notice, which time period is intended to afford the Association a reasonable opportunity to determine whether the Association's approval of the proposed installation may be granted. In lieu of such approval, the Association may during the ten (10) day time period, in writing:

- (i) request from the Co-owner such additional relevant information as the Board reasonably determines in order to determine whether the Association will approve or deny the proposed installation, in which case the ten (10) day time period automatically shall be deemed extended to a date which is five (5) days after all such information is received by the Association; or,
- (ii) notify the Co-owner that Association approval of the proposed installation is withheld, specify in general terms the aspects of the proposed installation which the Association believes are not permitted and inform the Co-owner that he may appear before and be heard by the Board (or a committee of the Board) to justify the proposed installation, or to propose modifications to the proposed installation which the Co-owner believes will be either permissible or otherwise acceptable to both the Association and Co-owner. At the request of the Co-owner, the date certain may be adjourned from time to time to a date and time mutually convenient to the Co-owner and Board (or committee of the Board).

Except as the Board of Directors (or a committee of the Board) has declared its approval of a proposed antenna installation in a signed writing, and the installation has been made substantially in the manner approved by the Board, the Association may exercise all, or any, of the remedies of Article XVIII, below,

with respect to an antenna installation later determined not to be permitted by this sub-Section 3(b) and all valid rules and regulations as have been promulgated by the Board of Directors regarding the installation and placement of antennas, including, without limitation, to assess to the responsible Co-owner all costs incurred by the Association for the removal of such antenna, and/or for the repair of the Common Elements, together with the Association's attorneys fees and other costs of collections, in accordance with Article II of these Bylaws.

(c) The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and (except with respect to antennas referred to in Section 3(b) above) shall be obligated to execute a Modification Agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pump, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

(d) Nothing in this Section shall be construed or applied so as to limit the display of the flag of the United States in derogation of a right conferred by the Freedom to Display the American Flag Act of 2005 or Section 56a of the Act, as applicable.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Parkhome or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Parkhome at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Parkhome or on the Common Elements anything that will increase the rate of insurance on the

Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. No Co-owner shall use or permit to be brought into the buildings, Parkhomes, garages, or carports in the Condominium any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed to be extra-hazardous to life, limb or property, without in each case obtaining the written consent of the Association. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, illegal fireworks, or other similar dangerous weapons, projectiles or devices. The previous restriction is not intended to prohibit cleaning, storage, transporting of such weapons, projectiles or devices.

**Section 5. Pets.** On and after the effective date of this Amendment, no animals, other than two (2) domesticated pets consisting of two (2) dogs or two (2) cats, or any combination thereof not to exceed two (2) pets in total shall be maintained by any Co-owner unless specifically approved in writing by the Association; provided, however, that those Co-owners maintaining animals in conformance with the previously effective Article VIII, Section 17 of the Bylaws I, as amended, and any Rules and Regulations of the Association, shall be permitted to continue to maintain said animals in accordance with the provisions of this Section; provided, further, however, that such animals shall not be replaced. No reptiles, exotic pets, and no other animals, except, shall be maintained by any Co-owner, unless specifically approved in writing by the Association. No farm animals, livestock, reptiles or exotic animals, and no savage or dangerous animals, shall be kept, bred or harbored on any Parkhome. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No doghouses or tethering of animals shall be permitted on the Common Elements, Limited or General. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be kept on a leash held by the hand of a responsible person and short enough to be within the immediate control of the person while on the Common Elements, Limited or General. No chains, stakes or other similar devices to hold pets may be placed on the Common Elements. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or



damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Parkhome or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The provisions of this Section 5 shall not apply to small animals that are constantly caged, such as small birds or fish.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any patio, porch or front, rear or side area, and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use, except as may be provided in rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Any outdoor cooking or barbecuing shall be performed in compliance with local ordinances and State laws, including, without limitation, keeping a distance of at least ten feet (10') from the building structure, subject to any such additional rules and regulations adopted by the Board of Directors pursuant to Article VI, Section 10 hereinbelow. Nothing herein contained shall be construed to require the Board of Directors to so designate an area for outdoor cooking or barbecues. In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Parkhome or upon the Common Elements, which is detrimental to the appearance of the Condominium.

**Section 7. Common Element Maintenance.** Sidewalks, landscaped areas, driveways, roads, parking areas, patios, porches and front, rear or side areas shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, unauthorized vehicles, chairs, or benches may be left unattended on or about the Common Elements, except as may be provided by duly adopted rules and regulations of the Condominium. Use of any recreational facilities or other amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non-Co-owner occupants of Condominium Parkhomes in which the Co-owner does not reside and/or such guests as may be permitted by the rules and regulations promulgated by the Association; provided, further, however, that the nonresident Co-owners of such Condominium Parkhomes are members in good standing of the Association.

**Section 8. Vehicles.** No housetrainers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, all-terrain vehicles, all terrain vehicle trailers, snowmobiles, snowmobile trailers or vehicles, other than licensed automobiles, motorcycles, vehicles and trucks designed and used primarily for personal transportation purposes ("Authorized Vehicles"), may be parked upon the premises of the Condominium, except in the Limited Common Element garage, if any, with the garage door closed, unless specifically approved by the Association or parked in an area specifically designated therefor by the Association. Nothing herein contained shall be construed to require the Association to approve the parking of such vehicles as are described in the first sentence of this Section or to designate an area therefor. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefor. No parking is permitted on any of the roadways throughout the Condominium. Garages may only be used for the customary purposes of a garage in a residential setting which shall leave adequate space for the parking of one (1) mid-sized Authorized Vehicle. Residents shall park at least one (1) of their vehicles in their Limited Common Element garage, carport and/or on their driveway first, as applicable, and any additional vehicles may thereafter be parked in any non-assigned General Common Element parking areas. Carports may not be used for storage of any personal property or non-working vehicles. Commercial vehicles and trucks (except trucks designed and used primarily for personal transportation as hereinbelow provided) shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two (2) axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business. Noncommercial

trucks such as Suburbans, Blazers, Bravadas, Jeeps, GMC's/Jimmy's, pickups, vans, and similar vehicles that are designed and used primarily for personal transportation shall be permissible, except as may be otherwise prohibited herein. Nonoperational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Nonemergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises unless specifically approved by the Board of Directors. In the event that there arises a shortage of parking spaces, the Association may assign General Common Element parking spaces for the use of the Co-owners of a particular Parkhome or Parkhomes in an equitable manner. The Association may also construct such additional parking facilities on the General Common Elements as the Association, in its discretion, determines to be necessary. Subject to the notice location and content requirements of Section 252(k) of the Michigan Compiles Laws, the Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Parkhome responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Parkhome or on the Common Elements, including "For Sale" signs and "Open" signs, without written permission from the Association.

Section 10. Regulations. Reasonable rules or regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use and operation of the Condominium, including with regard to residents who may present a safety or health hazard to the other residents or to the Condominium, may be made and amended from time to time by the Board of Directors of the Association. Copies of all such rules and/or regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such rule or regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners, in number and in value.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Parkhome and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or

replacement of any of the Common Elements. The Association or its agents shall also have access to each Parkhome and sump pumps or any other Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Parkhome and/or to protect the safety and/or welfare of the inhabitants of the Condominium. It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's Parkhome and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable, including without notice, under the circumstances and shall not be liable to such Co-owner for any necessary damage to the Co-owner's Parkhome and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. In the event that it is necessary for the Association to gain access to a Parkhome or the contents of same or Limited Common Elements appurtenant to same which are under the control or possession of the Co-owner to make repairs to prevent damage to the Common Elements or to another Parkhome or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing or as may be provided in rules and regulations promulgated by the Board of Directors pursuant to Section 10 hereinabove. Any such approved landscaping performed by the Co-owner and any such trees, shrubs, flowers and/or flower bed/garden area plantings by the Co-owner shall be performed and/or planted, as the case may be, in a manner consistent with the landscaping in other portions of the Condominium Premises. The Co-owner shall be responsible for the maintenance of any such approved landscaping performed by a Co-owner and any such trees, shrubs, flowers and/or flower bed/garden area plantings by the Co-owner and his or her tenant(s). In the event that such Co-owner fails to adequately maintain such approved landscaping and any such trees, shrubs, flowers and/or flower bed/garden area plantings to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, flowers and/or flower bed/garden area plantings, or the continued maintenance thereof.

**Section 13. Disposition of Interest in Parkhome by Sale, Lease, Assignment or Transfer.** No Co-owner may dispose of a Parkhome, or any interest therein, by a sale, lease, assignment or transfer of a deed without complying with the following terms or conditions:

(a) **Notice to Association; Co-owner to Provide Condominium Documents to Purchaser, Lessee, Assignee or Grantee.** A Co-owner intending to make a sale, lease, assignment or to transfer of any interest of a Parkhome in the Condominium by way of deed or such other conveyance, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser, lessee, assignee and/or grantee and such other information as the Association may reasonably require. Prior to the sale, lease, assignment or transfer of a deed of a Parkhome, the seller, lessor, assignor or grantor Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A," "B," "C," "D," "E" and "F" thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser, lessee, assignee or grantee, and such seller, lessor, assignor or grantor Co-owner shall provide the Association with a written acknowledgment or receipt signed by the proposed purchaser, lessee, assignee or grantee acknowledging receipt of said Condominium Documents. In the event a Co-owner shall fail to notify the Association of the proposed sale, lease, assignment or transfer of a deed or in the event a Co-owner shall fail to provide the prospective purchaser, lessee, assignee or grantee with a copy of the Master Deed and other documents referred to above, such Co-owner shall be liable for all damages, costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser, lessee, assignee or grantee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser, lessee, assignee or grantee of his/her obligations to comply with the provisions of the Condominium Documents.

(b) **Mortgagees not Subject to Section.** A holder of any mortgage which comes into possession of a Parkhome pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall not be subject to the provisions of this Section 13.

**Section 14. Co-owner Maintenance and Due Care.** Each Co-owner shall continuously maintain in a safe, clean and sanitary condition his Parkhome and any Limited Common Elements that are appurtenant or assigned thereto and for which he is responsible for maintenance and repair, and all major appliances, including, without limitation, furnaces, water heaters, ovens, refrigerators, dishwashers and air conditioning compressors and pads, shall be operable, and operated, in their intended

and recommended manner. Thermostats serving any Parkhome shall be maintained at not lower than sixty (60) degrees Fahrenheit, and the Co-owner shall implement such other reasonable precautionary maintenance measures with respect to his Parkhome and the Limited Common Elements appurtenant or assigned to the Parkhome as the Board of Directors from time to time shall require. If a Co-owner fails to properly maintain, repair or replace an item for which he or she has maintenance and repair responsibility under the terms of the Master Deed, these Bylaws or any other Condominium Document, the Association may, in the sole discretion of the Board of Directors, perform any such maintenance, repair and replacement following the giving of three (3) days written notice thereof to the responsible Co-owner of its intent to do so (except in the case of an emergency repair, in which event the Association may proceed without prior notice) and assess the costs thereof to the Co-owner as provided in Section 17 below. The aforesaid right of the Association to perform such maintenance, repair and replacement shall not be deemed an obligation of the Association, but, rather, is in the sole discretion of the Board. Each Co-owner, and all persons occupying or visiting his Parkhome, also shall use due care to avoid damaging other Parkhomes and the Common Elements, including, but not limited to, the telephone, water, plumbing, air conditioning compressors, electrical or other utility conduits and systems and any Limited Common Elements appurtenant, assigned to or which may affect another Parkhome.

Each Co-owner shall be responsible for any damages and costs to the Association, and/or to any other Co-owner(s), as the case may be, which result from the improper or insufficient performance of any of the Co-owner's maintenance or repair responsibilities, or from any failure of the Co-owner, or of any occupant, guest, tenant, land contract purchaser, agent or invitee, to use due care to avoid damaging another Parkhome or any Common Element, unless, in the case of damage to a Common Element, only, such damages or costs are covered by insurance carried by the Association and the Association's coverage is primary coverage, in which case the Co-owner's responsibility shall be limited to the amount payable under any coverage carried by the Co-owner which is secondary coverage plus, if full reimbursement to the Association is excluded by virtue of a deductible provision, the deductible amount under the Association's insurance coverage. Any such costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 15. Restrictions not Applicable to the Association. None of the restrictions contained in this Article VI shall apply to the activities of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time.

Section 16. Telephone Numbers of Occupants of Parkhomes. Upon the request of the Association, the telephone numbers of all occupants of Condominium Parkhomes shall be supplied to the Association.

Section 17. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorneys fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 10 of these Bylaws, and any costs, expenses, and attorneys' fees incurred in collecting said costs, damages, expenses, and/or attorneys' fees, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invites, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

## ARTICLE VII

### MORTGAGES

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

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

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Parkhome 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.

## ARTICLE VIII

## VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Parkhome when voting by number and one (1) vote, the value of which shall equal the total of the percentages allocated to the Parkhomes owned by such Co-owner as set forth in Article V, Section 2 of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in number and in value by the Association.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Parkhome in the Condominium to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below, by a proxy given by such individual representative, or by a written absentee ballot as provided in Section 5 below.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association, sign petitions and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Parkhome or Parkhomes owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, limited liability company, limited liability partnership, partnership, association, trust, or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided, but the designation of a non-Co-owner as a designated voting representative shall not entitle that non-Co-owner to serve as an officer or director of the Association, unless otherwise permitted under these Bylaws.

Section 4. Quorum. The presence in person or by proxy of twenty-five (25%) percent, in number and in value, of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast. Any member who participates by remote communication in a meeting of members of the Association, as provided in Article IX, Section 5 hereinbelow, shall also be counted in determining the necessary quorum.



Section 5. Casting Votes. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. An "in person" vote may also be cast by any person entitled to vote who is participating in a meeting by remote communication, as provided in Article IX, Section 5 hereinbelow. Proxies and any absentee ballots must be filed with the Secretary of the Association, or such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. At or before the appointed time of each meeting, proxies and absentee ballots may be sent by U.S. Mail, hand delivered, or may be electronically transmitted in any such manner authorized by the Association which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and which may be directly reproduced in paper form by the Association through an automated process. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent, in value, of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage of all Co-owners.

## ARTICLE IX

### MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. Annual Meetings. There shall be an annual meeting of members of the Association which shall be held during the month of April, at such date, time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners, a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The

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

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. In lieu thereof, said notice may also be hand delivered to a Parkhome if the Parkhome address is designated as the voting representative's address, and/or the Co-owner is a resident of the Parkhome. Electronic transmission of such notice may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 5. Participation by Remote Communication. If the Board of Directors decides to permit member participation at a meeting of members by remote communication, the Association shall first implement reasonable measures to: (i) verify that each person considered present and permitted to vote by means of remote communication is a member of the Association; (ii) provide each member with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (iii) maintain a record of any remote communication vote or other action taken by the participant(s). Provided all of the conditions in the preceding sentence are met, any or all Co-owners may participate in and vote at a meeting of the members of the Association by remote communication provided that: (i) the notice of the meeting includes a description of the means of remote communication that will be used; (ii) all persons participating in the meeting may hear each other; (iii) all participants are advised of the means of remote communication in use; and (iv) the names of all participants in the meeting are divulged to all participants. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting. A member permitted to be present and vote by remote communication at a meeting of members may be present and vote by that means of remote communication at any adjourned meeting of members. If a meeting is held solely by means of remote communication, a complete listing of the members entitled to vote at

membership meetings shall be open for examination by any member and posted during the entire meeting on a reasonably accessible electronic network, and the notice of the meeting shall contain the information necessary to access the list.

**Section 6. Adjournment.** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called to attempt to obtain a quorum. A member permitted to be present and vote by remote communication at a meeting of members, as provided by Section 5 above, may be present and vote by that means of remote communication at any adjourned meeting of members.

**Section 7. Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer.

**Section 8. Action Without Meeting.** Any action which may be taken at a meeting of the members of the Association (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members. Written consents may be solicited in the same manner as provided in Section 4 above for the giving of notice of meetings of members. Such solicitation may specify the percentage of consents necessary to approve the action, and the time by which consents must be received in order to be counted. The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted. Such a consent may be transmitted electronically in any such manner authorized by the Association, which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Association, and which may be directly reproduced in paper form by the Association through an automated process, and which shall contain information from which it can be determined by the Association that it was duly transmitted by the member, or by a person authorized to act for the member, and it shall include the date on which it was transmitted, which shall be the

date on which consent was signed for purposes of the vote. The electronic transmission shall be reproduced in paper form and delivered by hand or by mailing to the Association at its principal office, or to an officer or agent of the Association, in order to be counted.

**Section 9. Consent of Absentees.** The transactions of any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 10. Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed to truthfully evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## **ARTICLE X**

### **BOARD OF DIRECTORS**

**Section 1. Qualifications of Directors.** The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association. Good standing shall be deemed to include a member who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of the Condominium Documents. If a member of the Association is a partnership, corporation or limited liability company, then any partner or employee of the partnership, officer, director, or employee of the corporation or manager, member or employee of the limited liability company shall be qualified to serve as a director. Directors shall serve without compensation.

**Section 2. Number and Election of Directors.** The Board of Directors shall be composed of nine (9) persons. The term of office of each director shall be three (3) years and the terms of the respective directors have been previously staggered. At each annual meeting of the members held three (3) directors shall be elected to fill the terms of the directors which are expiring. The directors shall hold office until their successors have been elected and hold their first meeting.

**Section 3. Powers and Duties.** All powers, duties and authorities vested in or delegated to the Association shall be exercised by the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners, including, without limitation, having easement rights to, through, over, and under the Limited Common Elements and the Condominium Parkhomes for the exercise of its maintenance functions.

**Section 4. Other Duties.** In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Parkhome in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including, without limitation, for the purchase or lease of vehicles for Association employees; provided, however, that the purchase of any Parkhome in the Condominium for use by a resident manager shall be approved by an affirmative vote of more than sixty (60%) percent of all Co-owners, in number and in value.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to Association property and/or the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium; provided, however, that any such action shall also be approved by affirmative vote of more

than sixty (60%) percent of all Co-owners, in number and in value. The aforementioned sixty (60%) percent approval requirement shall not apply to subparagraph (h) below.

(h) To grant such easements, licenses and other rights of entry, use and access, and to enter into any contract or agreement, including wiring agreements, utility agreements, right of way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Condominium or any Parkhome therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which would violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium, within the meaning of the Act, and shall be paid over to and shall be the property of the Association.

(i) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all Co-owners, in number and in value, unless same is a letter of credit and/or appeal bond for litigation, for the purchase or lease of vehicles for Association employees, and/or unless same is for a purchase of personal property with a value of \$15,000.00 or less.

(j) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 10 of these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.

(k) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.

(l) To enforce the provisions of the Condominium Documents.

**Section 5. Management Agent.** The Board of Directors may employ for the Association a professional management agent (which shall not be a Co-owner or resident or affiliated with a Co-owner or resident) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party. This Section shall not be construed to preclude the hiring of a resident manager.

**Section 6. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall serve until the next annual meeting of members, at which the Co-owners shall elect a director to serve the balance of the term of such directorship.

**Section 7. Removal by Co-owners.** At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners, in number and in value, qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

**Section 8. First Meeting.** The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time-to-time by a majority of the Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by hand delivery, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting. Electronic transmission of such notice

may also be given in any such manner authorized by the director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the director and which may be directly reproduced in paper form by the director through an automated process.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, hand delivered, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the director, and which may be directly reproduced in paper form by the director through an automated process. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of three (3) directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by the director of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those persons present may adjourn the meeting to a subsequent time upon twenty-four (24) hours prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

Section 13. Closing of Board of Directors' Meetings to Members; Privileged Minutes. The Board of Directors, in its sole discretion, may permit members of the Association to attend such portions of any meeting of the Board of Directors as it so designates. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any



other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Action by Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to by the requisite majority of the Board of Directors either in writing or by electronic transmission given in any such manner authorized by the Board which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Board, and which may be directly reproduced in paper form by the Board through an automated process.

Section 15. Participation in a Meeting by Remote Communication. A director may participate in a meeting by conference telephone or other means of remote communication by which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this Section constitutes presence at the meeting.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

## ARTICLE XI

### OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, , a Vice-President, Secretary and a Treasurer all of whom shall be members of the Board of Directors. All such officers shall be in good standing of the Association. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice-President may be held by one (1) person. Officers shall be compensated only upon the affirmative vote of more than sixty (60%) percent of all Co-owners, in number and in value.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and a

successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time-to-time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; the Secretary shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. The actual day to day performance of the above stated responsibilities may be delegated, at the sole discretion of the Board of Directors, to the managing agent, employees, or other assistants of the Association who shall report to the Treasurer and to the Board of Directors.

Section 8. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

## **ARTICLE XII**

## **SEAL**

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

## **ARTICLE XIII**

### **FINANCE**

Section 1. **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The nonprivileged Association books, records, and contracts concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours, subject to such reasonable inspection procedures as may be established by the Board of Directors from time to time. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association, which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process, or by making the report available for electronic transmission, provided that any member may receive a written report upon request. The books of account shall be reviewed or audited at least annually by an independent accountant; however, the audit need not be a certified audit. Any institutional holder of a first mortgage lien on any Parkhome in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such review or audit and any accounting expenses shall be expenses of administration.

Section 2. **Fiscal Year.** The fiscal year of the Association shall be October 1 through September 30<sup>th</sup> each year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. **Depositories.** The funds of the Association shall be initially deposited in such bank, savings association or money market accounts as may be approved by

the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such banks or savings associations as are insured by the Federal Deposit Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

## **ARTICLE XIV**

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

Section 1. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the director or officer may be a party or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the director's or officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit or other applicable statutory indemnification. No director or officer shall collect

for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

## **ARTICLE XV**

### **AMENDMENTS**

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

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws, except as may be permitted by Article IX, Section 8 of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose, or as permitted by Article IX, Section 8 hereinabove, by an affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of all Co-owners, in number and in value, entitled to vote as of the record date for such votes. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds percent (66-2/3%) of mortgagees shall be required with each mortgagee to have one (1) vote for each mortgage held.

Section 4. Mortgagee Approval Requirement. Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only when and as required by the Act, as amended. Moreover, insofar as permitted by the Act, these Bylaws shall be construed to reserve to the Co-owners the right to amend these Bylaws without the consent of mortgagees if the amendment does not materially alter or change the rights of mortgagees generally, or as may be otherwise described in the Act, notwithstanding that the subject matter of the amendment is one which in the absence of this sentence would require that mortgagees be afforded the opportunity to vote on the amendment. If, notwithstanding the preceding sentences, mortgagee approval of a proposed amendment to these Bylaws is required by the Act, the amendment shall require the

approval of sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of Parkhomes entitled to vote thereon. Mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 6. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

## **ARTICLE XVI**

### **COMPLIANCE**

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, and the mere acquisition, occupancy or rental of any Parkhome or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern. In the event any provision of these Bylaws conflicts with any provision of the Master Deed, the provisions of the Master Deed shall govern.

## **ARTICLE XVII**

### **DEFINITIONS**

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

## **ARTICLE XVIII**

## REMEDIES

Section 1. Relief After Default. In the event of a default by a Co-owner, lessee, tenant, nonCo-owner resident and/or guest in its compliance with any of the terms or provisions of the Condominium Documents, including any of the rules or regulations promulgated by the Board of Directors of the Association thereunder, or of the Act:

- (a) Legal Action. The Association or, if appropriate, any aggrieved Co-owner or Co-owners, may commence and prosecute against the Co-owner, lessee, tenant, nonCo-owner resident and/or guest, as applicable, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof.
  
- (b) Removal and Abatement. The Association, or its duly authorized agents, may, in addition to the rights set forth above, enter upon the Common Elements, Limited or General, or into any Parkhome, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner, lessee, tenant, nonCo-owner resident and/or guest arising out of the exercise of its removal and abatement power authorized herein.
  
- (c) Assessment of Fines. The Association may assess a monetary fine for each such violation against the responsible Co-owner. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof has been given to all Co-owners in the same manner as prescribed in Article VI, Section 10 of these Bylaws. Thereafter, fines may be assessed only upon notice to the responsible Co-owner 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. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate, and/or as is set forth in the rules and regulations establishing the fine procedure. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Nonwaiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the

Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. Recovery of Costs and Attorney's Fees. The Association shall be entitled to recover from the responsible Co-owner, lessee, tenant, nonCo-owner resident and/or guest, the pre-litigation costs and attorney fees incurred in obtaining any of their compliance with the Condominium Documents and the Act. A Co-owner, if successful in suing another Co-owner, lessee, tenant, nonCo-owner resident and/or guest, shall be entitled to recover from the responsible Co-owner, lessee, tenant, nonCo-owner resident and/or guest the costs and attorney's fees incurred in obtaining any of their compliance with the Condominium Documents and the Act. The Association shall have no responsibility to collect or enforce any judicial or administrative orders against or obtained by a Co-owner against another Co-owner, lessee, tenant, nonCo-owner resident and/or guest. In any proceeding arising because of an alleged default by a Co-owner, lessee, tenant, nonCo-owner resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such costs and/or attorney fees from the Association. The Association, if successful, also shall be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter asserted against the Association from the Co-owner asserting the claim, counterclaim or other matter, but in no event shall any Co-owner be entitled to recover such costs and/or attorney's fees from the Association.

Section 4. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or to any aggrieved Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents, or by law, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 5. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

## ARTICLE XIX



## **SEVERABILITY**

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

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# LAKEMOODE PARKHOMES CONDOMINIUM ASSOCIATION

## DEFINITIONS

**(1) GENERAL COMMON ELEMENTS:** Open parking facilities, driveways, sidewalks, foundations, roofs, outer doors, chimneys, and all other areas not specified in the By-laws as limited common elements. (Amended and Restated Superseding Consolidated Master Deed, Art. IV, Sec. 1)

**(2) LIMITED COMMON ELEMENTS:** Garages, crawl spaces, porches, patios, and covered parking facilities. (Amended and Restated superseding Consolidated Master Deed, Art. IV, Sec. 2)

**(3) COMMERCIAL VEHICLES:** Any and all vehicles which are specifically modified, designed, or constructed for commercial use, included (but not limited to) any vehicle with a snow plow, trailer, ladder or tool rack, tow bars, tandem axles, evolving lights, or exceeding  $\frac{3}{4}$  ton capacity. (By-laws, Art. VI, Sec. 8)

# **LAKEMOODE PARKHOMES**

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**A CONDOMINIUM PROJECT**

**IN**

**NOVI, MICHIGAN**

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## **POLICIES**

**AND**

## **PROCEDURES**

Association Office:  
23131 Cranbrooke Drive  
P.O. Box 1352  
Novi, MI 48376  
(248) 349-3699  
[lwcondo@yahoo.com](mailto:lwcondo@yahoo.com)



**LAKEMOODE PARKHOMES  
CONDOMINIUM ASSOCIATION**

**23131 Cranbrooke Dr. – Novi, MI - 48375**

**October 3, 2011**

**Dear Co-Owner,**

**Keeping with our number one priority for better communications we have enclosed a copy of the following Lakewood Parkhomes Condominium Association Polices:**

- (1) Building & Grounds Policies and Procedures**
- (2) Delinquent Assessment Collection Procedures**
- (3) Bylaws and Rules Enforcement Procedures**
- (4) Fines Procedures**

**These are the polices that the Lakewood Board of Directors has established to provide a guideline.**

**You can email us at 'lakewoodboard@yahoo.com' - We welcome your comments.**

**Sincerely,**

**Jim Joyce, President  
Lakewood Board of Directors**

## **LAKEMOODE PARKHOMES ASSOCIATION**

### **BUILDINGS AND GROUNDS ALTERATIONS POLICY**

All alterations, additions, or changes in Lakemoode Parkhomes require the submission of an Alteration Request Form unless otherwise noted in this policy. All changes must be in compliance with existing city codes, and a copy of the permit with final inspection must be on file in the Condo office. The failure of a co-owner to apply for and receive approval before making any building or grounds modification will be considered a default of the co-owner's obligations under the Condominium Bylaws and Master Deed, and all costs incurred by the Association in removing the modification will be assessed to the co-owner's unit. All Special needs alteration requests will be handled on a case by case basis, as defined by federal, state, or local governments.

#### **I. BUILDINGS**

All buildings in Lakemoode will be sided with Hardie Plank and Versetex. The association staff will reapply lights, building addresses and numbers no other decoration, hangings, will be allowed once the building is sided or trimmed. Any unauthorized attachment or holes made to newly sided buildings by Co-Owner or their contractor will incur a \$350.00 fine plus cost of repairs. -

#### **A. FIREPLACE**

1. As of September 29, 2009 no new installation of wood or gas fireplaces will be allowed in Lakemoode.
2. Existing fireplaces will be maintained by the Co-Owner. Proof of annual inspection will be obtained by Co-Owner. A copy of the annual inspection will be presented to the office and filed in the unit file.

#### **B. FRONT DOOR**

1. Front doors may be replaced according to specifications attached to this policy. Alteration permit required.
2. Front doors are to be painted white, taupe, or the color of the trim.

#### **C. GARAGE PARTITIONS (Colonial Units only)**

1. Partitions may be erected in the Colonial units as long as there is a light in each section with access to the switch by a hole cut out in the partition. Additionally, it is required that an electrical plug outlet be installed in each section.
  - a. Electrical permit must be obtained from the City and electrical work completed by a license electrician and inspected following completion of work.

**3. All a/c units must be maintained in a level position.**

## **G. GARAGE DOOR OPENERS**

**Alteration Permits will be necessary to install any new.**

- 1. To install a garage door opener the "Clipay Operator Bracket" is required and must be installed correctly on all new doors.**
- 2. Existing door openers are to be re-installed with proper brackets, such as "Clipay Operator Bracket", as per garage door manufacturer's warranty.**
- 3. The garage door opener power-head must be installed at the proper height, as recommended by Tarnow doors and the manufacturer.**
- 4. It is recommended that an Emergency Key Release be installed where the co-owner does not have a direct entry into their garage. This allows the door to be opened without electricity.**
- 5. All new and re-installed garage door openers must be inspected and approved by the Property Manager at the time of their installation.**
- 6. Garage door openers not properly installed will void the manufacturer's warranty, and subsequent damage will be the responsibility of the co-owner.**
- 7. A keyless pad installation is allowed. Installation of the pad must be by association staff and placed on the White Versatek not on the Hardy Board siding.**

## **II. EXTERIOR STRUCTURES**

### **A. CARPORTS (Ranch and Colonial Units only)**

**New carports were completed in November, 2001. No alterations permitted. (They may not be used for any purpose other than for parking cars.)**

### **B. ENCLOSED PORCHES**

**No enclosed porches will be permitted in Lakewood after November 12, 1985.**

**C. FENCES will be maintained by the Association, no additional fencing will be allowed as of 9/29/2009.**

- 1. All existing fences in the Townhouse Units at rear of units panels are to be 6' in height and a maximum of 16 feet from building. Ranch and Colonial units shall have fence panels of 5 ft. in height.**
- 2. Gates for ranch style units prior to 5/23/2011 must be maintained by owner. No new gates may be installed.**
- 3. Gates to corral patio areas in the Townhouses or Colonials are not allowed.**
- 4. Fence materials are to be "Western Red Cedar" panels with 4"X4" womanized posts.**

### **D. PATIOS AND DECKS**

**2. All Gas Grills must meet Novi fire and safety code requirements. (Operation to be maintained at 15 feet from building.)**

**3. Grills may not be placed under an overhanging.**

**B. STORAGE CONTAINERS**

**1. One storage container may be placed within the patio area only. They cannot exceed the height of the fence, and must not be seen from outside the patio area or attached to building fencing.**

**2. As of 9/29/ 2009 no permanent storage sheds will be allowed.**

**3. Patio furniture**

**C. HANGING BIRD FEEDERS**

**1. One Bird feeder will be allowed per unit. The feeder must be free standing and not placed on common grounds or hung in trees.**

**D. Satellite Dish**

**1. Only one dish per unit is allowed.**

**2. An 18 inch dish or smaller is allowed**

**3. A dish is permitted in a resident's limited common areas (patio and flower beds), but is not allowed on common grounds. It may not be attached to the fence, porch pillars, overhangs, and exterior of building including the roof.**

**4. Wiring may not go through or attached to siding or brick. Entrance to the building must be placed within the foundation area.**

**5. Co-Owner must remove dish at time of sale**

**E. Cable Access**

**1. Cable wiring may not be installed through siding, trim or bricks. Wiring to the building must be placed within the foundation area.**

**2. All Cable wiring must be buried ASAP (not draping around building allowed).**

**F. Garbage Can**

**One refuse can may be placed in the patio area. It may not be visible from the common area. Recycling containers not allowed on porches of patio areas.**

**G. Special Needs**

**All Special needs alteration requests will be handled on a case by case basis, as defined by federal, state, or local governments.**

**1. A Co-Owner requesting a handicap parking space must complete a Special Needs Alteration(s) Form and provide a copy of registered handicapped State form # (number) or approved State license plate # which must be placed in a Co-Owners file.**

**2. Curb cut-out modifications require identification of location; installation is a Co-Owners expense.**

**3. Handicapped Parking Sign(s) require identification of location; installation is Lakewood expense. These spaces are not considered**

**B. HOSE HANGERS**

Hangers or reels for hoses may be placed free standing near the outside water faucet. As of 9/29/09 hose hangers may not be attached to the buildings.

**C. PORCH HANGINGS**

Note: Newly sided buildings will not be allowed to have porch hangings of any kind.

**D. PORCH LIGHTS**

Replacement is allowed at Co-Owners expense installation to be performed by Maintenance Staff.

**E. LAWN ORNAMENTS**

A maximum of four lawn ornaments not exceeding 18 inches will be allowed per unit. These must be confined to patio or landscaped areas only and are not allowed in common grounds.

**F. WINDOW FANS**

Window fans cannot extend outside the screens.

**G. WINDOW WELL COVERS**

Use a hard plastic cover - clear in color.

**VI. LANDSCAPING**

**A. LANDSCAPING**

All landscaping in Lakewood will require an Approved Alteration Request Permit.

1. Planting areas around in limited common areas must be edged with a border and the materials recommended are: cement, stone or concrete type materials most often used in landscaping borders. Vinyl (black Diamond) is not allowed. Type of edging must be stipulated in alteration request.

2. Flowers may be planted in existing landscaped areas at the unit owner's interest and expense. An Exterior Change Request Permit is required.

3. Planting of herbs or vegetables in limited common areas is prohibited.

**B. GROUNDS**

1. All existing bushes, shrubs and trees directly around the unit building and also the ones in closest proximity to each individual unit are there for the enjoyment, care and concern of the unit owner. They are also placed for the overall improved appearance of the whole Lakewood complex. Therefore, regardless of who originally planted and paid for them, the Association will maintain responsibility for all plantings in common areas. The Association



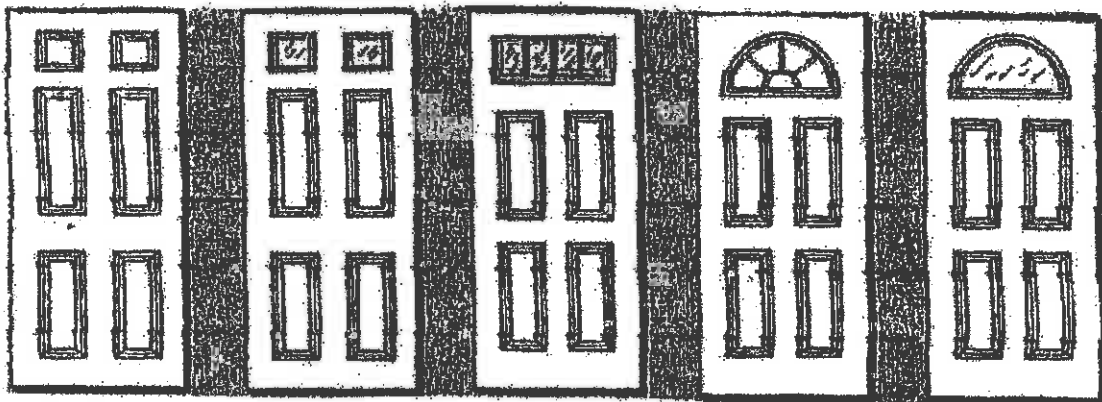


# LAKEMOODE PARK HOMES CONDOMINIUM ASSOCIATION

## FRONT DOOR REPLACEMENTS

Listed below are the approved styles.  
Any other style requires approval by the Board of Directors.

- 6 panel steel or fiberglass
- 2 to 4 window lites on top
  - Fan window on top
- Solid press panel wood
  - Slab door (plain)



Listed below are the approved color options.  
Any other color requires approval by the Board of Directors.

- Almond
- Beige
- White
- Matching building trim

# LAKEMOODE PARKHOMES CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

Adopted: September 26, 2011

Effective: October 26, 2011

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One of the fundamental purposes of your Condominium Association is to, where necessary, promulgate and enforce Rules and Regulations which enhance the shared ownership involved. Rules and Regulations provide the basis for protecting the Co-owners' investment in the Condominium Project and for providing the framework within which Co-owners can live in harmony in a group situation. We hope you will recognize the following Rules and Regulations as additional tools to keep Lakemoode Parkhomes beautiful and serene and to make the Condominium Project a pleasant living environment for all its residents.

Article VI, Section 10 of the Amended and Restated Bylaws of Lakemoode Parkhomes grants the Board of Directors the authority to make Rules and Regulations as are reasonably necessary to meet the needs and desires of the majority of the Co-owners in the Condominium.

On the following pages are:

**Section I: Delinquent Assessment Collection Procedures**

**Section II: Bylaws and Rules Enforcement Procedures**

**Section III: Fines Procedures**

## **I. DELINQUENT ASSESSMENT COLLECTION PROCEDURE**

### **A. ASSESSMENTS**

All annual, additional and special assessments are to be apportioned among and paid by the Co-owners in accordance with the Unit Percentage of Value as set forth in Exhibit "E" to the Amended and Restated Superseding Consolidated Master Deed for Lakemoode Parkhomes. The annual assessment shall be due and payable by the Co-owners in twelve (12) equal monthly installments. Each monthly installment is due and payable on the first day of the month as established by the Board. Additional and/or special assessments levied by the Board of Directors of Lakemoode Parkhomes Condominium Association against Co-owners are due and

assessments as they fall due and pay them to the Association. If the tenant, after being notified, fails or refuses to remit rent due the Co-owner to the Association, then the Association **shall** issue a Notice to Quit for nonpayment of rent and shall have the right to enforce that notice by summary proceeding.

5. The expenses incurred in collecting the delinquency, including, without limitation **if applicable**, late charges, interest, costs of collection and enforcement, including reasonable attorney's fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay this delinquency, and/or attorneys fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner, and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on the Co-owner's unit. A land contract seller shall be personally liable and the land contract purchaser shall also be personally liable for all such assessments (including late charges and costs of collection and enforcement of payment) levied up to and including the date upon which such land contract seller actually takes possession of the unit following extinguishment of all rights of the land contract purchaser in the unit.

6. If the delinquency (as defined in the previous subparagraph 5), or any part thereof, continues past due, and depending upon the circumstances of the Co-owner, the Association **may** institute a lawsuit for foreclosure of the lien and/or money damages for unpaid assessments and/or any other claims that the Association, through its legal counsel, may deem appropriate.

7. Payments, whether partial or in full, on the delinquent account shall be applied to costs of collection and enforcement of payment, including reasonable attorney's fees and bankruptcy expenses as the Association shall determine in its sole discretion, advances taxes or other liens paid by the Association to protect its lien, then to interest charges, and finally to installments in default in order of their due dates, earliest to latest. The Association need not accept the tender of partial payment and will not accept partial payment after the institution of foreclosure proceedings without a formal payment arrangement, satisfactory to the Association, including, without limitation, a consent judgment agreed to by the parties involved in said proceeding.

8. Failure to meet any of the time periods set forth herein shall not be deemed a waiver of the right of the Association to enforce or pursue its Delinquency Procedure.

9. The Board of Directors may also authorize placement of a lien against a Unit when it has learned of an impending unit sale, a foreclosure sale of a mortgage or other lien or encumbrance, or the death or incapacity of a Co-owner, if the assessments are at least thirty (30) days delinquent. The procedure set forth in subparagraphs 4(a), (b), (c) and (d) above, **shall** be followed with regard to the aforesaid circumstances.

## II. BYLAW AND RULES ENFORCEMENT PROCEDURE

### A. COMPLAINT PROCEDURE

1. Any member having a complaint concerning any violation of the Amended and Restated Superseding Consolidated Master Deed, the Amended and Restated Bylaws, or other Condominium Documents for Lakewood Parkhomes should:

(a) Note the incident date(s), time(s), name (if known), and address of the member, guest or non Co-owner occupant allegedly violating the Condominium Documents and write out a detailed description of the alleged violation; and

(b) Submit the above information in the form of a written complaint to the Board of Directors of the Association, or its designated agent, if applicable. The Complaint should contain as many of the specifics as possible. (See suggested form attached hereto).

### B. VIOLATION PROCEDURE

1. Upon receipt of a complaint, the Board of Directors, or its designated agent, and upon the advice of the Association's legal counsel, *if necessary*, will determine if the complaint appears to be meritorious and if the Association has the jurisdiction to involve itself, or if it is something that the complaining Co-owner should enforce his or her rights independently. If the Co-owner elects to enforce his or her rights independently, the Association shall have the option, in its discretion, to join in the action or to pursue such other enforcement action it deems appropriate.

2. If the complaint appears to be meritorious and the Association has jurisdiction to involve itself, the Board of Directors, or its designated agent, will send a written notice stating the nature of the complaint and demand for compliance, except with respect to an emergency or other extraordinary circumstances where written communication would be inappropriate. This written notice will be sent to the offending member and the non-Co-owner occupant, tenant or guest, if applicable, by certified and/or regular mail and will include:

(a) An explanation of the alleged violation along with information pertaining to the section(s) of the Condominium Documents that the member, non-Co-owner occupant, tenant or guest is thought to be violating; and

(b) A date by which compliance must occur; and

(c) If a fine is to be considered as a remedy, the following statements shall also be included in the written notice:

(1.) An opportunity for the alleged offending member to submit a written request, within fourteen (14) days from the date of the notice of violation, to appear before the Board of Directors, or such other quasi judicial body as may be established by the Board of

2. In the event of a default in the terms and provisions of the Condominium Documents by a Co-owner and/or non-Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non-Co-owner resident, tenant or guest the pre-litigation and post-commencement of litigation costs and attorney's fees, including bankruptcy fees, incurred in obtaining their compliance with the terms and provisions of the Condominium Documents. This remedy shall be supplemental and in addition to any other remedies afforded the Association under the Condominium Documents.

3. If noncompliance continues after the specified period of time, the Board of Directors, or its designated agent, may authorize the attorney to commence a lawsuit or take such other appropriate action against the offending member and non-Co-owner occupant, tenant or guest, if applicable, seeking injunctive relief, money damages and/or any other remedies that the board may deem appropriate, including the recovery of the Association's costs and reasonable attorney's fees pursuant to Article XVIII of the Amended and Restated Bylaws entitled Remedies for Default, and assessment and collection of the pre-litigation and post-commencement of litigation fees and costs, including bankruptcy fees, incurred regarding the matter in accordance with Article II of the Amended and Restated Bylaws.

### III. FINE PROCEDURE

#### A. NOTICE OF VIOLATION

1. Upon the violation of the Amended and Restated Superseding Consolidated Master Deed, Amended and Restated Bylaws and Rules and Regulations or other Condominium Documents monetary fines may be assessed upon written notice to the offending Co-owner and providing the offending Co-owner with an opportunity to appear before the Board. The request must be made in writing within fourteen (14) days from the date of the notice and the hearing to be held within thirty (30) days from the date of the notice of violation, and offer evidence in defense of the alleged violation.

2. The written notice shall contain those statements contained at Part II, B., and VIOLATION PROCEDURE. 2., (c), as set forth at page 4, hereinabove.

#### B. HEARING

1. The offending Co-owner shall have the right to attend a hearing and offer evidence in defense of the alleged violation, in accordance with Section A.1. hereinabove.

2. A Co-owner may bring witness(es) to the hearing upon advance notice to the Board that said witness(es) will be in attendance.

3. The Association may produce witness(es) in regard to the alleged violation.

4. After all evidences are submitted in regard to the alleged violation, the Board of Directors, or other designated body, shall confer and render a decision in regard to whether or not a violation occurred, if the violation was substantially the fault of the Co-owner in question and whether a fine should be levied. If a decision has been reached that a fine shall be levied, it shall be levied in accordance with Part C. of this FINE PROCEDURE set forth herein below.

5. Failure to respond to the notice of violation shall constitute a waiver of right to a hearing.

6. The right to attend a hearing and offer evidence in defense of the alleged violation shall apply only for the first alleged violation of the applicable Condominium Document and not for the same continuing violations.

#### C. LEVYING AND ASSESSMENT OF FINES

1. No fine shall be levied for the first violation. No fine shall exceed twenty-five (\$25.00) dollars for the second violation, fifty (\$50.00) dollars for the third violation, or one hundred (\$100.00) dollars for any subsequent violations. .

2. The fines levied pursuant to the above provision shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the due