

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

FOR BUREAU USE ONLY)

**FILED**

MAR 19 1993

Administrator  
MICHIGAN DEPARTMENT OF COMMERCE  
Corporation & Securities Bureau

Date Received

MAR 15 1993

**RESTATED ARTICLES OF INCORPORATION**

For use by Domestic Nonprofit Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

1. The present name of the corporation is:  
THE WOODS CONDOMINIUM ASSOCIATION

2. The corporation identification number (CID) assigned by the Bureau is:

7 9 3 — 2 6 8

All former names of the corporation are:

4. The date of filing the original Articles of Incorporation was: April 5, 1972

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

**ARTICLE I**

The name of the corporation is:

THE WOODS CONDOMINIUM ASSOCIATION

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:

See 2 page attachment -- Exhibit "A"

EXHIBIT "A"

ATTACHMENT TO RESTATED ARTICLES OF INCORPORATION

THE WOODS CONDOMINIUM ASSOCIATION

ARTICLE II

The purpose or purposes for which the corporation is organized are as follows:

(a) To manage and administer the affairs of and to maintain the condominium, all appurtenances thereto, and the common elements, property and easements thereof (the "Condominium");

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

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

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

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

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

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

a:woods.exA\kg  
kg-6\8-11-92\1

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the corporation, and to secure the same by mortgage, pledge or other lien on the corporation property; provided, however, that any such action shall be subject to limitation in amount and to voter approval as provided in the Bylaws of the Condominium;

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

(j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended by Act No. 538 of the Public Acts of 1982 and Act No. 113 of the Public Acts of 1983;

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

EXHIBIT "B"

ADDITIONAL PROVISIONS TO RESTATED ARTICLES OF INCORPORATION  
OF THE WOODS CONDOMINIUM ASSOCIATION

ARTICLE VI

The qualifications of members, the manner of their admission to membership in the corporation, the termination of membership and voting by members shall be as follows:

(a) Each co-owner of a Condominium unit shall be a member of the corporation, and no other person or entity shall be entitled to membership.

(b) Membership in the corporation shall be established by the acquisition of legal or equitable title to a Condominium unit and by recording with the Register of Deeds in the county where the Condominium is located a deed or other instrument (such as a Memorandum of Land Contract) evidencing such title and the furnishing of evidence of same satisfactory to the corporation. The new co-owner shall, upon recording of the document of transfer, become a member of the corporation, and the membership of the prior co-owner of such unit shall thereby be terminated;

(c) The share of a member in the funds and assets of the corporation may not be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium unit.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE VII

No contract or other transaction between this corporation and any other corporation, firm, or association shall be voidable by the fact that any one or more of the directors or officers of this corporation are interested in or are directors or officers of such other corporation, firm or association, and any director or officer individually may be a party to or may be interested in any contract or transaction of the corporation; provided, that the contract or other transaction is fair and reasonable to the corporation when it is authorized, approved or ratified, and that the material facts as to such relationship or interest are disclosed or known to the

board or committee at the time it authorized, approved, or ratified the contract or transaction by a vote sufficient for the purpose without counting the person who may become a director or officer of the corporation, who is hereby relieved from any liability which might otherwise exist from contracting with the corporation for the benefit of himself or any firm, association or corporation in which he may be otherwise interested as set forth herein.

#### ARTICLE VIII

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its members, or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor, or member of the corporation, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the members or class of members to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing seventy-five percent (75%) in value of the creditors or class of creditors, or of the members or class of members to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the organization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all of the members or class of members and also on this corporation.

#### ARTICLE IX

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

## ARTICLE X

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party or in which he/she may become involved by reason of the person 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 herein the Director or Officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his/her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) 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 to exclusive of all rights to which such Director or Officer may be entitled by statute and other law. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owner members thereof for informational purposes. Further, the Board of Directors is authorized to carry Directors' and Officers' liability insurance covering acts of the Officers, and Directors of the Association in such amounts and under such terms as it shall deem appropriate providing it is available under commercially reasonable terms.

## ARTICLE XI

These Articles of Incorporation may be amended, altered, changed or repealed only by the affirmative vote of fifty (50%) percent of the entire membership of the corporation; provided, that in no event shall any amendment make changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

The term of this corporation shall be perpetual.

See attached 3 page Exhibit "B" for additional Articles VI, VII, VIII, IX, X and XI.

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHERWISE, COMPLETE SECTION (b).

- a.  These Restated Articles of Incorporation were duly adopted on the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, in accordance with the provisions of Section 642 of the Act, by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.
- b.  These Restated Articles of Incorporation were duly adopted on the 11th day of November 19 92, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and: (check one of the following)
- were duly adopted by the vote of the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
  - were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.
  - were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.
  - were duly adopted by the written consent of the shareholders or members 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 shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

Signed this 8<sup>th</sup> day of March, 19 93

By Charles A. Mellas  
(Signature)

Charles A. Mellas, President

(Type or Print Name and Title)

**DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.**

Name of person or organization remitting fees:

TILCHIN & HALL, P.C.

TILCHIN & HALL, P.C.  
31731 Northwestern Highway, Suite 106  
Farmington Hills, MI 48334

Preparer's name and business telephone number:

Asher N. Tilchin, Esq.

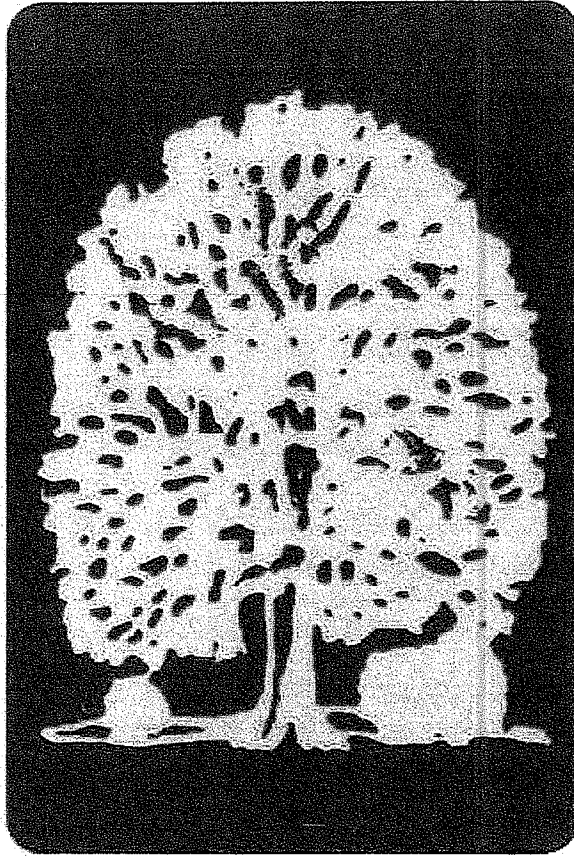
( 313 ) 855-0995

### INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 162, P.A. of 1982. The articles of incorporation cannot be restated until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.  
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982 for the purpose of restating the articles of incorporation of a domestic nonprofit corporation. Restated articles of incorporation are an integration into a single instrument of the current provisions of the corporation's articles of incorporation, along with any desired amendments to those articles.
4. Restated articles of incorporation which do not amend the articles of incorporation may be adopted by the board of directors without a vote of the shareholders or members. Restated articles of incorporation which amend the articles of incorporation require adoption by the shareholders, by the members, or by the board of directors if organized on a nonstock directorship basis. A nonprofit corporation organized on a nonstock directorship basis as authorized by Sec. 302 of the Act may or may not have members, but if so, the members are not entitled to vote.
5. Item 2—Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
6. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
7. If the restated articles merely restate and integrate the articles, but do not amend them, this document must be signed in ink by an authorized officer or agent of the corporation. If the restated articles amend the articles of incorporation, this document must be signed in ink by the president, vice-president, chairperson, or vice-chairperson of the corporation.
8. FEES: Filing fee (Make remittance payable to State of Michigan), ..... \$10.00
9. Mail form and fee to:

Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division,  
P.O. Box 30054, Lansing, MI 48909, Telephone: (517) 373-0493





**The Woods Condominiums**

**18238 University Park Drive**

**Livonia, MI**

**By-Laws and Rules & Regulations**

WAYNE COUNTY TREASURER

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WOODS CONDOMINIUM

RESTATED AND SUPERSEDING MASTER DEED  
AND  
RESTATED CONDOMINIUM BYLAWS

93 APR 16 AM 9:18  
FOR RECORD  
RECORDS & CLERK  
WAYNE COUNTY MI

RETURN TO:

PREPARED BY:

TILCHIN & HALL, P.C.  
31731 Northwestern Highway  
Suite 106  
Farmington Hills, MI 48334

a:woods.dee\pc  
peg-1\1-19-93\8

EXAMINED AND APPROVED  
DATE APR 14 1993  
BY D.P.L.  
DANIEL P. LANE  
PLAT ENGINEER

N/C  
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RESTATED AND SUPERSEDING MASTER DEED FOR  
THE WOODS CONDOMINIUM

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RESTATED AND SUPERSEDING MASTER DEED  
AND CONDOMINIUM BYLAWS FOR  
THE WOODS CONDOMINIUM

This Restated Master Deed and attached Condominium and Association By-Laws (sometimes referred to as Condominium Bylaws) (Exhibit A) is made on this 27th day of January, 1993, pursuant to MCLA 559.190, a Section of MCLA 559.101 et. seq., commonly known as The Condominium Act, P.A. 1978 No. 59, as amended, herein referred to as "The Act"; and is made to become effective upon recording at the Wayne County Register of Deeds Office; and

WHEREAS, this document supersedes and replaces the Amended and Superseding Consolidated Master Deed recorded in Liber 19360, Page 633, et. seq., Wayne County Records, including the terms of a Consent Judgment recorded in Liber 22881, Page 863, Wayne County Records, except for the Condominium Subdivision Plan attached to said Amended and Superseding Consolidated Master Deed as Exhibit B, which is to be incorporated into this document by reference and shall continue to be the applicable Exhibit B; and

WHEREAS, a percentage of value of the units for all purposes is restated in Article V of this document, which Schedule sets forth the same values set forth in the Amended and Superseding Consolidated Master Deed recorded in Liber 19360, Page 633, and

WHEREAS, this Restated and Superseding Master Deed is made upon the initiative and corporate duly approved resolution of The Woods Condominium Association Board with offices at 18238 University Park Drive, Livonia, Michigan; and with the approval of no fewer than two-thirds (2/3) of the owners and mortgagees as mandated by Section 90 of the Act, and

WHEREAS, the real property described in Article II is located in the City of Livonia, Wayne County, Michigan, which is the same real estate described in the Amending and Superseding Consolidated Master Deed recorded in Wayne County, Subdivision Plan No. 133 in Liber 19360, Page 633, et. seq., Wayne County Records.

NOW, THEREFORE, The Woods Condominium Association does, upon recording hereof, affirm The Woods Condominium as a continuing and ongoing condominium project under the Act and does declare that The Woods Condominium shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, easements, limitations and affirmative obligations set forth in this Restated and Superseding Master Deed, the Condominium By-Laws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to any persons

with the land and shall be a burden and a benefit to any persons owning an interest in the Condominium Project and their respective successors and assigns. In furtherance of the continuation of the Condominium Project as previously established, it is provided as follows:

**ARTICLE I  
TITLE AND NATURE**

The Condominium Project shall continue to be known as The Woods Condominium, Wayne County Condominium Subdivision Plan No. 133. The units contained in the Condominium, including the number, boundaries, dimensions and area of each unit therein, are delineated in the Condominium Subdivision Plan (Exhibit B to the prior recorded Amending and Superseding Consolidated Master Deed).

**ARTICLE II  
LEGAL DESCRIPTION**

The land which is encompassed in the Condominium Project is:

A parcel of land in part of the Southwest 1/4 of the Northeast 1/4 of Section 7, T1S, R9E, City of Livonia, Wayne County, Michigan, described as: Commencing at the center of said Section 7; thence S 89° 59' 38" E 25.32 feet along the East and West 1/4 line of said Section 7 to the point of beginning; thence N 00° 02' 34" E 555.68 feet; thence N 01° 39' 51" E 130.38 feet; thence N 89° 54' 41" E 1290.90 feet; thence S 00° 02' 08" W 688.14 feet; thence N 89° 59' 38" W 527.00 feet along said East and West 1/4 line; thence N 00° 00' 22" E 347.54 feet; thence Northerly 43.36 feet along the arc of a circular curve to the right, having a radius of 60.00 feet, a central angle of 41° 24' 35", and a chord which bears N 20° 42' 39" E 42.43 feet; thence Northerly, Westerly and Southerly 275.22 feet along the arc of a circular curve to the left, having a radius of 60.00 feet, central angle of 262° 49' 09" and a chord which bears N 89° 59' 38" W 90.00 feet; thence Southerly 43.36 feet along the arc of a circular curve to the right, having a radius of 60.00 feet, a central angle of 41° 24' 35" and a chord which bears S 20° 41' 55" E 42.43 feet; thence S 00° 00' 22" W 347.54 feet; thence N 89° 59' 38" W 707.68 feet along said East and West 1/4 line

to the point of beginning, containing 19.64 acres of land, more or less, being subject to easements and restrictions of record, if any.

Also subject to recorded easements, restrictions rights-of-way, building and zoning laws and all other valid governmental statutes, ordinances, rules and regulations.

### ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Restated and Superseding Master Deed and the attached Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Restated Articles of Incorporation of The Woods Condominium Association, a Michigan Non-profit Corporation; rules and regulations; deeds, mortgages, liens, land contracts; easements and other instruments affecting the existence of, the encumbrance of, or transfer of interests in the Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. **Association.** "Association" means The Woods Condominium Association, which is the non-profit corporation organized under Michigan law of which all co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. **By-laws.** "By-laws", sometimes referred to as Condominium Bylaws and sometimes referred to as the Restated Woods Condominium and Association Bylaws, means Exhibit A hereto, being the By-laws 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 By-laws shall also contain the corporate by-laws of the Association as formed under the Michigan Non-profit Corporation Act.

Section 4. **Common Elements.** "Common Elements", where used without distinction, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A, B and C hereto; and the Articles of Incorporation and rules and regulations

attendant to the Condominium, as all of the same may be amended from time to time.

Section 6. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereof, and all easements, rights and appurtenances belonging to The Woods Condominium as described above.

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" each mean The Woods Condominium as a Condominium Project established, governed and perpetuated by this Superseding and Restated Master Deed, the Condominium Documents and the Act.

Section 8. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto, which is a duplicate of the prior Exhibit B attached to the Amended and Superseding Master Deed recorded in Liber 19360, Page 633 et. seq., Wayne County Records, plus the additional vacant land described in Exhibit C.

Section 9. **Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 10. **Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean a single residential Unit in The Woods Condominium, as the same is described in Article V, Section 1 hereof and on Exhibit B, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference in the Condominium Documents (usually in the masculine and singular form) is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

#### ARTICLE IV COMMON ELEMENTS/UNITS/BOUNDARIES

The Common Elements of the Condominium and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. **Common Elements.** The Common Elements, general and limited, include all parts of the Condominium Premises not located within a Unit.

Section 2. General Common Elements. The General Common Elements are:

- (a) **Land.** The land described in this Master Deed Article II.
- (b) **Electrical.** The electrical transmission system throughout the Condominium up to the perimeter of the Unit, but not including, the electric meter for each Unit, together with common and exterior lighting (including fixtures) for the Condominium.
- (c) **Telephone.** The telephone system throughout the Condominium up to the point of connection or entry to the perimeter of each Unit.
- (d) **Gas.** The gas distribution system throughout the Condominium up to the point of connection or entry to the perimeter of each Unit.
- (e) **Water.** The water distribution system throughout the Condominium up to the point where service is connected or enters each Unit, including all common sprinkling system fixtures and connections as well as all common sprinkling system controls; and all fire hydrants and attendant equipment.
- (f) **Sanitary Sewer.** The sanitary sewer system throughout the Condominium up to the point where service enters or is connected with each Unit.
- (g) **Storm Sewer.** The storm sewer system throughout the Condominium.
- (h) **Telecommunications.** The telecommunications system (as more specifically defined in Master Deed Article VI, Section 5), if and when portions or all of the system may be installed, up to, but not including, the equipment and materials which are located inside of the perimeter of the Unit.
- (i) **Roadway/walkways.** The Roadway and walkways located within the Condominium which provide access to the Units and their appurtenant Limited Common Elements from the public road(s) which abut and/or serve the Condominium.
- (j) **Clubhouse.** The Clubhouse as depicted on Exhibit B, including all utilities (inside and outside) and all interior and exterior improvements to the Clubhouse.



- (k) **Structural items.** The structural members, materials and components which comprise the exterior walls, the roof, the foundations (including support components), the basement foundations, walls and floors, the ceilings and the floors which envelop the air space within the Unit and the air space within the attics and the crawl spaces outside of a Unit. The air space outside of a Unit but within the structural items which envelop a Unit is a General Common Element.
- (l) **Windows and doorwalls.** All exterior windows and doors (including glass doorwalls) located at the perimeter of a Unit, including casings, frames, and structural elements which house and support the door or window.
- (m) **Other Systems.** Such other elements of the Condominium not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.
- (n) **Utility Lines and Systems not owned by public utility companies.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, 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, and the telecommunications system, shall be General Common Elements only to the extent of the co-owners' interest therein.

**Section 3. Limited Common Elements.** Limited Common Elements, which means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the co-owners, shall be subject to the exclusive use and enjoyment of the owner or owners of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

- (a) **Balconies, porches, patios and decks.** The balconies, porches, patios and decks in the Condominium, if any, are restricted in use to the co-owners of the Unit which opens onto the balconies, porches, patios and decks, including door steps and stoops providing access to such areas. Exhibit B refers to

porches, which are sometimes interchangeably referred to as patios or decks.

- (b) **Carports and garages.** Carports or garages are Limited Common Elements. Each Carport or garage as numbered on the Plan is limited in use to the co-owner of the correspondingly numbered Unit, except as modified according to the provision of the attached Bylaws.
- (c) **HVAC pad and support elements.** The structural elements, such as a concrete pad, supporting the air conditioning or heating system exclusively serving a particular Unit or Units which are located outside of a Unit.
- (d) **General.** Any other amenity or appurtenance, if any, outside of a Unit as delineated or coded as a Limited Common Element on Exhibit B unless otherwise described in this Master Deed.

**Section 4. Responsibilities.** The responsibility, including bearing the full cost for the maintenance, decoration, repair and replacement of the General and Limited Common Elements, shall be the sole responsibility of the Association except where specific exceptions are stated in the Condominium Documents. The full responsibility for the Unit shall be borne by the unit owner due to wear, tear and use by the unit owner, their invitees, guests or trespassers. Damage caused to a unit by the disrepair or deterioration of a Common Element or from other events which do not originate or emanate from the unit shall be the Association's responsibility.

**Section 5. Limitations of Use.** No co-owner shall use his unit and appurtenances or the Common Elements in any manner inconsistent with the obligations established by the Condominium By-laws and governmental laws; or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his Unit or the Common Elements.

#### ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The property which comprises the Condominium is divided into separate units, the Limited Common Elements and the General Common Elements (Common Elements). Each unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements as herein provided. Each unit shall be conveyed as a

separately designated and legally described feehold estate subject to the Act and the Condominium Instruments. The units are graphically portrayed in the heretofore recorded Exhibit B. Each unit consists of the interior air space measured from the entire interior surface enveloping the unit air space (including basement areas, if any, accessed by certain units and excluding attic areas (a General Common Element) adjacent to a unit); including (i) interior unpainted surfaces of the inside walls; (ii) the inside surfaces of windows, doorwalls, doors and access panels; (iii) the unpainted interior surfaces of ceilings; and (iv) the interior and unfinished surfaces of the sub-floors. In addition to the above-described air space, each unit shall also include all items, components, fixtures and mechanisms, from the point of connection inward, which provides the unit with its plumbing, electrical, waste disposal, water, heating and air conditioning services (HVAC). The HVAC systems are deemed to include the furnace, compressor(s), components, pipes, wires, conduits and ducts which serve only that unit even if located outside of the unit.

On the basis of an assumed value of 100 for the total condominium project, each Unit is hereby assigned a percentage of the total value as follows:

<u>UNIT NUMBER AS SHOWN ON PLAN</u>	<u>PERCENTAGE OF VALUE ASSIGNED</u>
18200	0.414
18202	0.441
18204	0.431
18206	0.468
18208	0.359
18210	0.384
18212	0.493
18214	0.413
18216	0.441
18218	0.441
18220	0.414
18222	0.359

UNIT NUMBER AS SHOWN ON PLAN	PERCENTAGE OF <u>VALUE ASSIGNED</u>
18224	0.384
18226	0.384
18228	0.359
18230	0.359
18232	0.384
18234	0.384
18236	0.358
18240	0.493
18242	0.493
18244	0.493
18246	0.493
18248	0.493
18250	0.493
18252	0.493
18254	0.493
18256	0.493
18258	0.493
18260	0.493
18262	0.493
18264	0.493
18266	0.493
18268	0.493
18270	0.493
18272	0.493

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<u>UNIT NUMBER AS</u> <u>SHOWN ON PLAN</u>	<u>PERCENTAGE OF</u> <u>VALUE ASSIGNED</u>
18274	0.493
18344	0.358
18346	0.384
18348	0.384
18350	0.359
18352	0.359
18354	0.384
18356	0.384
18358	0.359
18360	0.414
18362	0.441
18364	0.441
18366	0.413
18276	0.493
18278	0.493
18280	0.493
18282	0.493
18284	0.493
18286	0.493
18288	0.358
18290	0.384
18292	0.384
18294	0.359
18296	0.359

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<u>UNIT NUMBER AS</u> <u>SHOWN ON PLAN</u>	<u>PERCENTAGE OF</u> <u>VALUE ASSIGNED</u>
18298	0.384
18300	0.358
18302	0.384
18304	0.358
18306	0.384
18308	0.384
18310	0.359
18312	0.359
18314	0.384
18316	0.384
18318	0.358
18320	0.431
18322	0.468
18324	0.468
18326	0.431
18328	0.431
18330	0.468
18332	0.468
18334	0.431
18336	0.431
18338	0.468
18340	0.468
18342	0.431
18368	0.413

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<u>UNIT NUMBER AS</u> <u>SHOWN ON PLAN</u>	<u>PERCENTAGE OF</u> <u>VALUE ASSIGNED</u>
18370	0.441
18372	0.441
18374	0.414
18376	0.414
18378	0.441
18380	0.441
18382	0.413
18384	0.413
18386	0.441
18388	0.441
18390	0.414
18392	0.414
18394	0.441
18396	0.441
18398	0.413
18233	0.431
18235	0.468
18237	0.468
18239	0.431
18241	0.431
18243	0.468
18245	0.468
18247	0.431
18249	0.431

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<u>UNIT NUMBER AS</u> <u>SHOWN ON PLAN</u>	<u>PERCENTAGE OF</u> <u>VALUE ASSIGNED</u>
18251	0.468
18253	0.468
18255	0.431
18441	0.413
18443	0.441
18445	0.441
18447	0.414
18449	0.414
18451	0.441
18453	0.441
18455	0.413
18457	0.413
18459	0.441
18461	0.441
18463	0.414
18465	0.414
18467	0.441
18469	0.441
18471	0.413
18201	0.413
18203	0.441
18205	0.441
18207	0.413
18209	0.413

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<u>UNIT NUMBER AS</u>	<u>PERCENTAGE OF</u>
<u>SHOWN ON PLAN</u>	<u>VALUE ASSIGNED</u>
18211	0.441
18213	0.441
18215	0.413
18217	0.413
18219	0.441
18221	0.441
18223	0.414
18225	0.414
18227	0.441
18229	0.441
18231	0.413
18257	0.413
18259	0.441
18261	0.441
18263	0.414
18265	0.414
18267	0.441
18269	0.441
18271	0.413
18273	0.413
18275	0.441
18277	0.441
18279	0.414
18281	0.414

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<u>UNIT NUMBER AS</u> <u>SHOWN ON PLAN</u>	<u>PERCENTAGE OF</u> <u>VALUE ASSIGNED</u>
18283	0.441
18285	0.441
18287	0.413
18289	0.413
19291	0.441
19293	0.441
19285	0.414
18297	0.414
18299	0.441
18301	0.441
18303	0.413
18305	0.413
18307	0.441
18309	0.441
18311	0.414
18313	0.414
18315	0.441
18317	0.441
18319	0.413
18337	0.441
18339	0.413
18341	0.414
18343	0.441
18345	0.441

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UNIT NUMBER AS  
SHOWN ON PLAN

PERCENTAGE OF  
VALUE ASSIGNED

18347	0.414
18349	0.413
18351	0.441
18353	0.431
18355	0.468
18357	0.468
18359	0.431
18361	0.431
18363	0.468
18365	0.468
18367	0.431
18369	0.431
18371	0.468
18373	0.468
18375	0.431
18377	0.431
18379	0.468
18381	0.468
18383	0.431
18321	0.431
18323	0.468
18325	0.468
18327	0.431
18329	0.431

UNIT NUMBER AS <u>SHOWN ON PLAN</u>	PERCENTAGE OF <u>VALUE ASSIGNED</u>
18331	0.468
18333	0.468
18335	0.431
18385	0.358
18387	0.384
18389	0.384
18391	0.358
18393	0.358
18395	0.384
18397	0.384
18399	0.358
18401	0.358
18403	0.384
18405	0.384
18407	0.359
18409	0.431
18411	0.468
18413	0.468
18415	0.431
18417	0.359
18419	0.384
18421	0.384
18423	0.358
18425	0.358

18427	0.384
18429	0.384
18431	0.359
18433	0.359
18435	0.384
18437	0.384
18439	0.358

Each Co-owner in the Condominium shall have an exclusive right to his/her/their unit subject to such provisions and easements as are expressly contained in the Master Deed and attached Exhibits. Each Co-owner shall have an undivided and inseparable right to share with other Co-owners the ownership rights to the Common Elements of the Condominium Project in proportion to each units' respective percentage of assigned value. Rights to use the General Common Elements shall not be increased or decreased as between Co-owners as a result of disparate assigned values; nor shall the assigned value of ownership in the Limited Common Elements increase or decrease the right to use Limited Common Elements as prescribed in this Master Deed and the Act.

**ARTICLE VI  
EASEMENTS**

**Section 1. Easement for Maintenance of Encroachments and Utilities.** In the event any portion of a Common Element (General or Limited) encroaches upon a unit or other Common Elements due to shifting, settling or moving of 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 all those portions of the Project land, structures, buildings, improvements and walls contained within the Condominium for the continuing maintenance and repair of all utilities in the Condominium.

**Section 2. Easement for Maintenance of Common Element.** There shall be general (and specific easements as hereinafter stated) easements to and in favor of the Association, and its officers, directors, agents, contractors and designees, in, on and over all Units and their appurtenant General and Limited Common Elements in the Project, for access to the Units and the exterior of each of

the Dwellings and appurtenances that are constructed within the Project to permit the maintenance, decoration, repair and replacement thereof for all purposes which promote and protect the aesthetic appearance, the physical integrity and the safety and welfare of Co-owners connected with and to the Project.

**Section 3. Grant of Easements.** The Association, acting through its Board of Directors and the written approval of fifty (50%) percent of the Co-owners, reserves the right at any time to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments for such purpose(s). Any such easement or transfer of title may be accomplished, once approval is properly granted by the Association, without the further consent of any Co-owner, mortgagee or other person. The creation of an easement or transfer of title pursuant to this subsection shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such properly approved amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

**Section 4. Easements for Maintenance, Repair, Replacement and Meter Readings.** The Association and all public or private utilities shall have such easements as may be necessary over, through and under the Condominium Premises (including all Units and Common Elements) to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, electric meters, gas meters, sprinkling system controls and valves, and for purposes of inspection of any unit and/or its appurtenant Limited Common Elements to ascertain that the same have been designed, constructed and maintained in conformity with standards imposed and/or specific approvals granted by the Association; and for purposes of implementing exterior decoration, maintenance, repair and replacement. An easement during reasonable hours through units shall be permitted where access for any of the purposes specified in this subsection is required which right shall, without limitation, permit access to read, repair or replace electric meter(s) which cannot be accessed except through units not served by the affected electric meter(s).

**Section 5. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors, shall have the power to grant to providers of telecommunications products and

services, easements, licenses and other rights of entry, use and access; and to enter into any contract or agreement, including wiring 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 as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any unit therein.

Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall belong to the Association.

Section 6. Emergencies. In the event of emergency situations which endanger any unit, its Co-owner(s) or occupants which can be remedied only by entry into a unit, the unit Co-owner or anyone occupying the unit shall permit such entry. No such entry shall intrude upon or interfere with the privacy of a Co-owner or their tenants and guests unless the destruction of property or prospective bodily injury is threatened. The Association is empowered to establish reasonable rules and regulations with respect to emergency procedures and unit access, including the right to break in and use forcible entry where the Association, its agents or employees deem it necessary to protect or preserve property and persons. The presumption shall favor the Association, its agents or employees with respect to the exercising of judgment in implementing emergency procedures.

ARTICLE VII  
AMENDMENT

This Master Deed and its attendant exhibits may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No unit dimension may be modified in any material way without the consent of the Co-owner and first mortgagee of such unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and the first mortgagee of any affected unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws.

Section 2. **Mortgagee Consent.** Whenever a proposed amendment will materially alter or change the rights of first mortgagees generally, then such amendments shall require the approval of sixty-six and two-thirds (66-2/3%) percent of all first mortgagees of record, allocating one vote for each mortgage held as the numerator and the total of all first mortgages, then extant, as the denominator. Second or more junior mortgagees shall have no rights in regard to any amendments of the Condominium Documents unless the provisions of Section 90 of the Act are interpreted by a court of law to include mortgagees who are junior to the first mortgagee, in which event they shall be included as requisite consenting mortgagees to amendments within the meaning of said Section 90. If junior mortgagees are included for consent purpose hereunder, the collective mortgagees to a Unit shall, by majority vote inter-se, possess only one mortgagee vote per unit when determining the numerator portion of the fraction as defined in this subsection. In the event of a deadlock between mortgagees to a particular unit, the first mortgagee's vote shall be decisive. A first land contract vendor/seller shall, for purposes of this paragraph, not be deemed a mortgagee.

Section 3. **Change in Percentage of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified even by the permitted amendment process without the written consent of such Co-owner and the Co-owner's mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or Bylaws.

Section 4. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may be terminated, vacated, revoked or abandoned with the written consent of eighty (80%) percent or more in number and value of all of Unit Co-owners provided that such action results in full payment without penalty to every first mortgagee or first land contract seller (lienholder), unless the first lienholders' security is not impaired by the substituted form of the real estate which comprises the security to such first lienholder. First mortgagees shall be deemed such ahead of a first land contract seller under the same priority principles applicable to multiple mortgagees to one property.

Section 5. **Limitation to Modification of Easements.** No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

Executed the date above first written.





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EXHIBIT A  
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THE RESTATED WOODS CONDOMINIUM BYLAWS

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THE RESTATED WOODS CONDOMINIUM BYLAWS

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EXHIBIT A TO THE MASTER DEED

ARTICLE I

ASSOCIATION OF CO-OWNERS

The Woods Condominium is a residential Condominium Project located in the City of Livonia, Wayne County, Michigan, and shall continue to be administered by an Association of Co-owners which shall be a Nonprofit Michigan corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan. The Association shall be responsible for the management, maintenance, operation and administration of the General Common Elements (and sometimes Limited Common Elements), easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. The Association shall, in addition to its other duties prescribed by the Act and the Condominium Documents, pursuant to Section 54 of the Act:

"(1) ... keep books and records with a detailed account of the expenditures and receipts affecting the condominium project and its administration, and which specify the operating expenses of the project.

"(2) ... be assessed as the person in possession for any tangible personal property of the project owned or possessed in common by the co-owners. Personal property taxes based on that tangible personal property shall be treated as expenses of administration.

"(5) ... provide that the Association of co-owners shall prepare and distribute to each owner at least once each year a financial statement, the contents of which shall be defined by the Association of co-owners."

These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership 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 his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, the Condominium Project's books, records and contracts and other Condominium Documents for the Condominium Project available at convenient and reasonable hours to Co-owners, their mortgagees and bona fide prospective purchasers of their Unit. All persons using or entering upon or acquiring any

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interest in any Unit shall be subject to the provisions and terms set forth in the Condominium Documents.

**ARTICLE II  
ASSESSMENTS/RIGHTS TO MORTGAGE/PROPERTY TAXES**

All expenses arising from the management, administration and operation of the Association shall be collected and disbursed by its Board of Directors ("Board") as set forth in the Condominium Documents and according to the Act through the levy of assessments against the Units and Co-owners thereof in accordance with the following provisions:

**Section 1. Assessments for Liabilities and Administration of Common Elements.** All costs incurred by the Association in satisfaction of any liability arising out of, caused by or connected with the Common Elements; or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance insuring the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act. Special charges or costs incurred in connection with the administration of Limited Common Elements serving specific Units(s) shall also be charged as a general expense of administration unless specified otherwise in the Condominium Documents.

**Section 2. Assessments for Maintenance, Decoration, Repairs and Replacements to Common Elements.** The cost of maintenance, decoration, repair and replacement to all Common Elements unless specifically otherwise provided in the Condominium Documents shall be a general expense of administration.

**Section 3. Determination of Assessments.** Assessments shall be determined, levied and implemented in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget thirty (30) days in advance of each fiscal year (which shall be a calendar year unless otherwise established by the Board of Directors). The budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable (but not less than the amount mandated by the Act) allowance for contingencies and reserves. The budget shall include the expenses which may be incurred under Section 2 above of this Article. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements and Units which are

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general expenses of administration shall be established in the budget and shall be funded by regular monthly payments and considered a general assessment and general cost of administration of the Condominium. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a cumulative basis beginning with the year 1993. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Board of Directors thereafter shall carefully analyze the Condominium Project to determine and decide whether a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered as soon as practical to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board, in its sole discretion, at any time decide, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; or (2) to provide necessary replacements of all or part of existing Common Elements and Units; or (3) to provide additions (as distinguished from repairs or replacements) with respect to a particular category of item which comprises the Common Elements not exceeding one-and-a-half (1.5%) percent of the prior year's annual budget for the entire Condominium Project; or (4) in the event of emergencies, the Board of Directors may increase the general assessment or levy special assessments in such amounts as are necessary to address and/or remediate and/or respond to items (1), (2), (3) and (4) immediately above. The Board's decisions in response to conditions (1), (2), (3) or (4) shall rest solely with them for the benefit of the Association and its members, but not for the benefit of Association creditors.

(b) **Special Assessments.** Special assessments, in addition to those general assessments required in Section 3, subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to any one particular item comprising the Common Elements with a cost exceeding one-and-a-half (1.5%) percent of the Condominium's prior year's annual budget as defined in the preceding subsection (a); (2) assessments to purchase a Unit upon foreclosure of liens for assessments, or (3) assessments for any other appropriate purpose which are made for the benefit of the Association and its members. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a)

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above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of at least thirty-three and one-third (33-1/3%) percent of all Co-owners in number and in value. The authority to levy special assessments pursuant to this subparagraph is solely for the benefit of the Association and its members but not for the benefit of any Association creditors.

(c) **Right to Mortgage Association Assets.** The Board of Directors may, with the prior written consent of thirty-three and one-third (33-1/3%) percent of the Co-owners, borrow money and pledge or mortgage Association Assets including the Condominium Common Elements, any Unit it purchases upon foreclosure or any capital additions or improvements that are made to the Project, under such terms and conditions relating to amount, terms of repayment and security pledged as are no less favorable than the terms and conditions submitted to the Co-owners in its solicitation of Co-owner consent. No Co-owner shall severally or jointly be deemed liable for such loans; nor shall any Co-owner's Unit (other than the Unit purchased as a result of foreclosure) be pledged as collateral for any such loans.

**Section 4. Apportionment of Assessments/Provisions Relating to Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied under this Article II shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in the Master Deed. Annual assessments due under Article II, Sections 3(a) and (b) above (unless the time for payment of a special assessment is specified otherwise in the notice to Co-owners) shall be charged and assessed to a unit and payable by the responsible Co-owner in twelve equal monthly installments. The payment of an assessment (regular and special) shall be in default if not fully paid to the Association on or before the specified due date. An assessment payment obligation in default for ten (10) or more days (including all ensuing unpaid assessment payment obligations) shall (after written notice of default is mailed to the defaulting Co-owner pursuant to Section 6(c) of this Article) bear interest retroactively from the initial due date of the assessment(s) at the rate of five (5%) percent per annum until the earlier date of when a defaulted assessment obligation is paid in full or when legal proceedings are instituted to collect and/or foreclose. The interest rate shall become the maximum permitted statutory judgment interest upon initiation of legal proceedings according to applicable statutes and court rules. The Association may (in addition to the interest due for defaulted assessment) pursuant to Article XIX(3) hereof, levy fines and collect legal and other collection costs. Each Co-owner (whether one (1) or more persons) shall be, and remain, personally (and jointly and severally in the instance of two (2) or more persons) liable for the payment of all assessments (including fines and collection costs) incurred while

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such Co-owner(s) owns a Unit. A first mortgagee (and their successors and assigns) shall not be liable for unpaid assessments chargeable to the foreclosed Unit, including the date upon which such mortgagee actually acquires title of the Unit as a result of foreclosure of the relevant first mortgage. A deed in lieu of foreclosure or other similar form of resolution of a defaulted mortgage or land contract shall not absolve the first mortgagee from the lien payment obligation. The unpaid defaulted assessments are deemed to be administrative expenses collectible and assessable as any other administration expense from all of the Condominium Unit Owners including Unit Owners' successors and assigns. Payments received on account of assessment(s) in default shall be applied as follows: first, to costs of collection and enforcement of payment including reasonable attorney's fees; second, to any interest charges and fines for late payment on such obligation; and third, to the obligation(s) in default in order of their due dates beginning with the first defaulted obligation. Should the Act be amended to create lien status of higher priority (super lien) than currently permitted by law for the benefit of the Association for such assessments, the assessment lien shall ascend to the maximum priority provided by such amendment.

**Section 5. Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

**Section 6. Enforcement.**

(a) **Remedies.** The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure (by advertisement or judicial) of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any monthly installment for the regular annual assessment levied against his Unit, the Association shall have the right to declare the balance of remaining unpaid monthly installments due within the remaining portion of the pertinent fiscal year to be immediately due within and payable. The Association also may discontinue the furnishing of any utilities or other services provided by the Association to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so if the Co-owner does not cure his default within the seven (7) day period. A Co-owner in default shall not be entitled to vote at any meeting of the Association (after written notice of default is provided pursuant to Section 6(c) of this Article) so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to preserve the Unit if waste is being committed and/or take possession of the Unit if not occupied by the Owner and/or to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. If the affected

Unit in respect to which a default exists is occupied by a tenant of the Co-owner, the rents due under such tenancy are deemed assigned to the Association and may be collected by the Association to apply to the default. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Creation of Lien, Foreclosure Proceedings/Power of Sale.** Under the Act, unpaid assessments constitute a lien upon a Unit and the realized proceeds of sale from a Unit as a result of foreclosure shall be retained by the Association ahead and prior to all other claims except against such sale proceeds which are to be applied to unpaid real property taxes and first mortgages of record. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provision 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. A power of sale is deemed granted to the Association by every Co-owner.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing of a writing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his last known address setting forth (i) that one or more installments of an assessment levied against the pertinent Unit (including permitted accelerated installments) is or are delinquent; and (ii) that the Association reserves the right to invoke any of its remedies provided by the Act and the Condominium Documents if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association, which may be its legal counsel, which sets forth (i) the affiant's capacity to make the affidavit, (ii) the statement that the writing is a "notice of lien" and the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, fines, late charges, attorney's fees and future assessments), (iv) the amount of claimed interest, penalties, fines, late charges, if any, and the claimed future accelerated assessments, if any, (v) the legal description of the Unit, and



(vi) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in Wayne County in which the Project 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, including commencement of a foreclosure action, as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, fines, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

**Section 7. Liability of First Mortgagee/Land Contract Seller.** Notwithstanding any other provisions of the Condominium Document, the holder of any first mortgage covering any Unit in the Project which comes into possession of the mortgagee pursuant to the remedies provided in the mortgage, shall take the property free of any claims for unpaid assessments against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit). A land contract seller/vendor's lien, however, shall be subordinate to unpaid assessments upon the land contract Seller's/Vendor's acquisition of possession of the Unit as a result of forfeiture, foreclosure or otherwise. Should the Act be amended to create a super lien to the Association for such assessments, the assessment lien shall ascend to the maximum priority provided by such amendment.

**Section 8. 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, as amended.

**Section 9. Personal Property Tax Assessment of Association Property.** The Association shall, as stated in Article I hereof, 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 10. Mechanic's/Construction Lien. A**

Mechanic's/Construction Lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act, as amended.

Section 11. **Statement as to Unpaid Assessments.** Pursuant to Section 111(2) of the Act, the purchaser of any Unit may request a statement from the Association as to the amount of any unpaid Association assessments against the Seller and/or his Unit thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments (including interest, costs, fines, fees and attorney fees, if any), as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the past due amount, if any, for the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing (defined as the date that the land contract is executed or deed is executed and delivered to purchaser with respect to the purchase of such Unit) shall render any unpaid assessments not paid out of closing proceeds and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. The Association or its agent may impose a reasonable statement fee to be paid by the selling Unit Owner.

### ARTICLE III DISPUTE RESOLUTION

Section 1. **Arbitration.** 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 the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), shall be submitted to arbitration and the parties thereto shall accept the arbitrator's 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 in effect at the time the Arbitration begins shall be applicable to any such arbitration. Other disputes between Co-owners and Unit Purchasers may or shall be arbitrated pursuant to Section 144 of the Act as amended, to the extent Section 144 is applicable.

Section 2. **Judicial Relief.** In the absence of the election and written consent of the parties to arbitrate 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 grievance.

Section 3. **Mediation.** The Board may, in the instance of a dispute(s) described in Section 1 above, request its legal counsel to render a non-binding written opinion within twenty (20) days after counsel's notice of the dispute, if the Co-owner agrees. The notice shall contain a written statement from the Association, and the Co-Owner(s) of their respective view of the facts and issues. The disputants may also, at counsel's request, meet with counsel for non-binding discussion of the issues. The attorney's opinion shall include proposals for the resolution of the dispute. Should litigation ensue as a result of the dispute, said attorney will be precluded from representing either disputant. The legal costs for the attorney's services shall be borne by the Association as a general expense of administration. If one party accepts the recommendation of counsel and the other does not, a court rendering judgment on the dispute(s) shall impose the sanctions imposed under the applicable mediation court rule.

Section 4. **Election of Remedies.** An election and written consent by Co-owners or the Association to a dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts other than to enforce the arbitration award.

#### ARTICLE IV INSURANCE

Section 1. **Association of Coverage.** The Association shall carry all risk insurance covering all commonly insured occurrences against all risks of direct physical loss; and against all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. Such insurance shall include, but not be limited to, fire and extended coverage, vandalism and malicious mischief, host liability, all inclusive liability insurance and worker's compensation insurance, where applicable and available.

(a) **Basic Policy Provisions.** Insurance policies carried by the Association shall, if available without extraordinary premium charges, provide that:

- (i) Each Unit Owner 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 unit owner or member of his household;
- (iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recover under the policy;
- (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;
- (v) That insurance proceeds must be disbursed first for repairs or restoration of the damaged property, unless and subject to the following:
  - The Condominium is terminated;
  - Repair or replacement would be illegal under any state or local health or safety statute or ordinance;
  - The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.
- (vi) If the entire condominium is not repaired or replaced, then:

- the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the condominium; and/or
- the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt must be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interest may appear; and
- the remainder of the proceeds must be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units. If any Unit Owners' Units are not rebuilt, such Unit(s)' allocated assigned value interests are automatically reallocated to the remaining Unit Owners as if the Unit had been condemned under Article V, Section 4 herein, and the Association promptly shall prepare, execute, and record an amendment to the Master Deed reflecting the reallocations.

(b) Insurance Replacement Values for Common Elements. All

General Common Elements of the Condominium Project shall be insured against all risks in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association or the insurance agent representing the Association (which may be the Insurance Vendor) at each anniversary renewal date of said insurance.

(c) **Insurance for Standard Improvements Located Within Unit Interiors and Limited Common Elements.** The standard interior improvements in all Units including the Limited Common Elements designated to a Unit shall be covered by all risk insurance procured and paid for by the Association as part of its policy insuring the Common Elements in amounts equal to insurable replacement value of all of the interior structural and attendant and related building materials required to establish a structure for the Unit at the points and surfaces where it begins, including, without limitation, the finished subfloors; drywall, cabinets; finish carpentry; electrical and plumbing conduits, supplies and fixtures; tile; lighting fixtures; doors; door jams; glass doorwalls; hardware and all other materials as defined as standard by the Board from time to time in a published set of specifications. Should the Board fail to publish such specifications, the standard replacement specification shall be determined by reference to the original installations, given the passage of time, as a standard.

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

(e) **Receipt and Distribution of Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interest may appear; provided, however, that whenever repair or reconstruction of damaged portions of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association shall be first applied to such repair or reconstruction unless other provisions of the Condominium Documents mandate otherwise.

**Section 2. Authority of Association to Maintain Insurance and Settle Claims.** Each Co-owner appoints the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of all insurance for the Condominium Project, including the insurance to be carried by the Co-owners under this Article V, Section 3 below if the Co-owner fails to meet his responsibilities thereunder. The Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to

collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interest may appear (subject to limiting or defining provisions of the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its Co-owner members as shall be necessary to accomplish the foregoing.

Section 3. Insurance Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for:

- obtaining all risk liability insurance (generally in the form of an HO(6) policy, or such other specifications as the Association may prescribe or as may be commonly extant from time to time, and herein sometimes referred to as "Co-Owners Insurance") with respect to the improvements, decorations and any other person property in his Unit which have been added to the Standard Improvements defined (or to be defined) in this Article IV, Section 1(c), or another property contained within his Unit which is not covered by the Association's policy;
- providing insurance coverage for liability for injury to property and persons occurring in the Unit to the limits prescribed from time to time by the Board, but in amounts no less than \$100,000 to property and \$500,000 for injury to persons on a per-event basis;
- insuring his personal property located within the Unit or elsewhere on the Condominium Project.

All Co-owner property insurance shall be carried in an amount equal to the maximum insurable replacement value of said improvements. The Co-owner's failure to fully insure his contents shall be a risk which he solely carries. Each Co-owner shall, on or before annual anniversary dates of Co-owners' insurance, deliver certificates of such insurance to the Association. The Co-owners' policy of insurance shall also name the Association as an insured under the liability coverage. In the event of failure of a Co-owner to obtain such insurance (which may be assumed to be the case if the Co-owner fails to timely provide evidence thereof to the Association), the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor (if not reimbursed by the Co-owner on demand) shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. The Association shall, under no circumstances, have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so. The Association may, on its own or through

its paid agents, maintain a roster of Unit Owners' insurance setting forth such relevant data as it deems helpful and useful to monitor the implementation of this Section 3.

The Co-owner's policy hereunder shall contain a thirty (30) day non-cancelable clause with mandatory thirty (30) day notice of cancellation to be mailed to the Association.

**Section 4. Waiver of Rights of Subrogation.** The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

**Section 5. Additional Insurance.** The Association may, as an expense of administration, purchase an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

**Section 6. Modification to Insurance Requirements and Criteria.** The Board may, with the consent of thirty-three and one-third (33-1/3%) percent of the Co-owners, revise the types, amounts, provisions, specifications and other provisions of this Article IV, except where prohibited by the Act.

**ARTICLE V  
RECONSTRUCTION OR REPAIR/EMINENT DOMAIN**

**Section 1. Responsibility for Reconstruction or Repair.** If any part of the Condominium Premises shall be damaged as a result of fire, vandalism, weather or other natural or person caused phenomenon or casualty, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) **General Common Element.** If the damaged property is a General Common Element, except for the Clubhouse and its appurtenances, the damaged property shall be rebuilt or repaired. If the Clubhouse and its appurtenances are damaged or destroyed, the Association shall, without delay, through hired professionals, develop a plan for the rebuilding or repair, including schematic building specifications, costs and sources of funding for the approval by fifty (50%) percent of the Co-owners in number. If a plan fails to receive the fifty (50%) percent of Co-owners' approval, the Board shall, with reasonable dispatch, re-initiate the planning and approval process until a plan is approved.

(b) **Unit or Improvements Thereon.** If the damaged property is a Unit, the Residential Dwelling or its appurtenances, the Association shall expeditiously rebuild and/or repair the

damaged property to its then published specifications set forth in these Bylaws. Pending rebuilding or repair, the Co-owner shall remove all debris and maintain the Unit and improvements thereon in a clean and sightly manner and in the best condition reasonable efforts can achieve. The Co-owner shall be responsible for the determination and coordination of the rebuilding of internal improvements beyond Standard Specifications if the Co-owner elects to exceed Standard Specifications. The Association may reject any changes which it deems not to be in the best interest of the Project. No change to the exterior appearance of any building shall be permitted. The Association and Co-owner shall cooperate in coordinating their respective responsibilities.

**Section 2. Repair in accordance with Master Deed.** Reconstruction or repair shall be substantially in accordance with the attached Master Deed, Exhibit B, and the original plans and specifications as updated by the published Standard Specifications.

**Section 3. Association Responsibility for Repair.** Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace or restore the damaged property in a condition equal to the condition existing before the damage. If the proceeds of insurance are insufficient to cover the estimated cost of reconstruction, restoration or repair required to be performed by the Association, or if at any time during reconstruction or repair the funds for the payment of the cost thereof are insufficient, an assessment as part of the general costs of administration shall be made against all Co-owners for the extra cost of reconstruction or repair of the damaged property. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

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

(a) **Taking of Unit or Improvements Thereon.** In the event of any taking of all or any portion of a Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the first mortgagee thereof, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project and the value percentages of interest reallocated among the remaining Co-owners. The Association promptly shall prepare, execute, and record an amendment to the Master Deed reflecting the reallocations according to method set forth in Article V, Section (c) below.



(b) **Taking of General Common Elements.** If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Association as agent for the Co-owners and their first mortgagees in proportion to their respective interest in the Common Elements. The affirmative vote of more than fifty (50%) percent of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken (except for the Clubhouse) or to take such other action as they deem appropriate. The Clubhouse repair or replacement provisions are contained in Article V, Section 1(a).

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent shall be proportionately readjusted. 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) **Applicability of the Act.** Section 133 of the Act shall control upon any taking by eminent domain and to the extent the Act is inconsistent with the Condominium Documents, the Act shall control.

**ARTICLE VI  
RESTRICTIONS**

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

**Section 1. Residential Use.** No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use.

**Section 2. Leasing and Rental.**

(a) **Right to Lease.** A Co-owner may lease his Unit and Residential Dwelling for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No tenant shall be permitted to occupy except less than an entire Unit under a lease the initial term which is at least twelve (12) months in duration unless specifically approved in

writing by the Association. A maximum of six (6) persons (but no greater than the number permitted by applicable City or State Ordinance or Law) who are all part of one immediate family shall occupy a leased Unit. The terms and conditions of all leases, occupancy agreements and occupancy arrangement shall be in writing and shall incorporate and adhere, or be deemed to incorporate and adhere, to the provisions of this Section and all other provisions of the Condominium Documents.

(b) **Leasing Procedures.** The leasing of Units and Residential Dwellings located therein in the Project shall conform to the following provisions:

(1) The lease shall be in writing, and among other terms, shall require compliance with all of the conditions of the Condominium Documents.

(2) The Co-owner desiring to rent or lease a Unit shall present the proposed lease to the Board at least ten (10) days before the lease becomes effective for the Board's approval of the lease's compliance with the Condominium Documents. The Board's failure to object in writing within the ten (10) day period shall be deemed approval, providing that the lease complies with the provisions and conditions set forth in Article VI relating to leases. A tenant who occupies a Unit after timely written objection is made to the Unit Owner and the objection(s) are not cured shall be deemed to be in violation of the applicable Condominium Documents provisions and shall be deemed trespassers.

(3) If the Board determines that a tenant or any persons legally occupying a Unit pursuant to a Board approved lease has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Board shall first notify the Co-owner by certified mail advising him of the alleged violation by the tenant.

(ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and, if necessary, correct or cause the correction of the alleged breach(es) by the tenant and advise the Association of the reasons which establish that a violation either has not occurred or has been cured.

(iii) If after fifteen (15) days from receipt of such advice from the Co-owners the Board determines that a breach still exists, the

Association may institute an action against the tenant and/or any other miscreant occupant and/or the Co-owner, jointly and severally, for eviction and/or money damages. The Association may also hold the tenant and/or the Co-owner jointly and severally liable for any damages to the Common Elements caused by the violation of the provisions of these Bylaws relating to leasing.

(iv) Should any of the alleged occupant's breach(es) threaten or cause immediate harm to any Condominium Co-owners' guests or invitees, the Board may seek an Ex Parte Court Order for relief without any prior notice to cure, and the court shall be encouraged to issue such Ex Parte Order until a Show Cause hearing is conducted.

(4) If a Co-owner is in arrears to the Association of assessments while it is occupied by a tenant, the Association may give written notice of the arrearage to the tenant occupying a Co-owner's Unit directing the tenant to deduct the arrearage from the rental payment due the Co-owner and forthwith pay the arrearage to the Association on or before the next rental payment date. The deduction shall not constitute a breach of the rental agreement or lease by the tenant.

(5) The authority hereby vested in the Association shall not obligate the Association, its Board and/or its Board Members to exercise any of its authorized prerogatives under this subsection 5, it being understood that a failure for any reason to exercise the authority herein shall not result in the creation of any liability of any kind by the Association, the Board or its Members to anyone. The failure to invoke this procedure for any period of time shall not preclude the Association from instituting the procedure at a subsequent time.

Section 3. Architectural and Aesthetic Control.

(a) The Board, on its own initiative, acting through a sub-committee of one or more persons appointed by the Board with the Board's approval, may elect to promulgate and enforce rules which deal with one or more of the following:

- (i) Posting of "For Sale" signs;
- (ii) The exterior appearance of window treatments;
- (iii) The display or placement of any plants, furniture, decorations or any other items on porches, patios, balconies or decks.
- (iv) The establishment and publication of Standard Specifications which are to be adhered to in the

rebuilding, repair or renovation of the exteriors and interiors of each Unit and the Common Elements.

- (v) Any other rules and regulations permitted by the Act and the Condominium Documents which are reasonable and promulgated for the benefit of the community of Co-owners.

(b) The Board may establish and publish other rules and regulations which deal with the implementation of the criteria it establishes for architectural and aesthetic controls which shall be uniformly, fairly and reasonably applied.

Section 4. **Prohibited Activities.** Without limiting the reasonable exercise of discretion by the Board and/or its architectural committee, as provided by law and in these documents, the following prohibitions shall apply unless uniformly permitted:

- (a) Installation of exterior antennas, lights, aerials, awnings, newspaper holders, basketball backboards, mailboxes, flag poles or other exterior attachments;

- (b) Additions, deletions or changes to patios, garages and carports;

- (c) Attachment of appliances or other items which are designated to kill or repel insects or other animals by light or humanly audible sound;

- (d) Restricting access to any utility line or any other element that must be accessible to serve the Common Elements or any element which affects such elements use or enjoyment;

- (e) Vehicle repairs. Repairs to vehicles including, but not limited to, oil changes, body work, engine repair and radiator flushing shall not be made within the condominium area;

- (f) No charcoal or other combustible items may be activated on second-story balconies, except for propane;

- (g) Immoral, improper, unlawful or offensive activity (including sound or visual related activities which are generally deemed offensive) which shall not occur on or in any Unit or upon the Common Elements.

- (h) Keeping or storing items or matters or engaging or permitting the engagement in activities within his Unit or on the Common Elements which will increase the rate of insurance on the Condominium without the prior written approval of the Association. 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. A court

Injunction restraining such activities shall be liberally issued by a court upon petition of the Association.

(i) Any activity involving the use of firearms, firecrackers, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

(j) No natural gas fueled barbecues are permitted. All persons using a barbecue must have an ABC fire extinguisher readily available. Only propane fueled barbecues may be activated on any level of the Condominium above ground.

(k) Storage of anything in an attic space.

**Section 5. Vehicles.** No house trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium, except as the Board may uniformly and fairly provide exceptions. Vehicles shall be parked in carports or garages where available and assigned, to the extent possible. Any additional automobiles and personal transportation vehicles which are regularly used by Co-owners or their tenants and guests (not for storage purposes) may be parked within the designated parking areas on a first come/first serve basis. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought to or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium except when making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with the Association all permitted vehicles maintained on the Condominium Premises. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the General and Limited Common Elements and within the Unit land areas. Bicycles may be neatly stored in garages or in carports if locked.

**Section 6. Advertising.** No signs or other advertising and displays shall be utilized or installed which are visible from the exterior of a Unit or the Residential Dwellings located thereon or on the Common Elements, including "For Sale" signs, without written permission from the Board. The Board shall develop reasonable and uniform policies which permit a Co-Owner reasonable opportunity to sell his Unit while at the same time protecting the aesthetics of the Condominium.

**Section 7. Rules and Regulation.** The Board may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners concerning the quality of living and the aesthetics of the Condominium. Reasonable regulations regulating the quality of living and aesthetics consistent with the

Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association then in office. Copies of all such rules, regulations and amendments thereto shall be readily available, and when changes are made shall be furnished to all Co-owners.

**Section 8. Right of Access of Association to Units and Limited Common Elements.** The Association or its duly authorized agents shall have access to each Unit 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 to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agent shall also have such access to Units and the Limited Common Elements as may be necessary to respond to emergencies as more fully prescribed in Article VI, Section 6 of the Master Deed. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of Units except for emergencies or administration and repair needs which are necessary to preserve the Unit and the well being of its inhabitants. The Association may, however, enter upon a Unit to read electric meters if access to the meters is deprived with any frequency to the utility company representatives during its regular business hours. The Board, Utility Companies and Owners of any affected Units which must be entered to read electric meters shall cooperate in working out an access system which is functional and considerate of the Co-owner's privacy and the Utility Company's need to make timely readings.

**Section 9. Landscaping.** No Co-owner shall install or plant any trees, shrubs or flowers or place any ornamental materials upon the General and Limited Common Elements without the prior written approval of the Board. The Board may from time to time establish uniform rules with respect to plantings by unit owners. The Association, acting through its Board, shall make such installations or plantings as it determines are desirable to enhance the beauty of the Condominium.

**Section 10. Common Element Maintenance.** Landscaped and natural areas, driveways, roads and other General Common Elements shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended.

**Section 11. Co-owner Maintenance.** Each Co-owner shall maintain his Unit in a safe, clean and sanitary condition, including all doorwalls and screens for doorwalls, windows and decks. The Co-owner shall be responsible for the repair and replacement of all screens installed at the perimeter of his Unit.

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

Section 12. **Pets.** No animals may be kept or bred for any commercial purpose. Animals which may be kept on the Condominium Premises shall have such care and restraint so as not to be obnoxious or offensive because of noise, odor or unsanitary conditions. With respect to such objectives, the following shall apply:

(a) Only dogs and cats may be kept as four-legged pets. No more than two (2) such four-legged pets may be kept in any one unit.

(b) No animal may be permitted to run loose at any time upon the Common Elements and all Co-owners' (or their tenants' and occupants') animals shall at all times be leashed, attended and fully controlled by a responsible person while on the Common Elements.

(c) No savage, noisy or dangerous animals (including reptiles) shall be kept by a Co-owner (or their tenants or other occupants). All Co-owners or their tenants and other occupants who cause any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of Co-owner or tenant owned animals on the premises.

(d) Each Co-owner, tenant or other occupants shall be responsible for immediate collection of and disposition of all fecal matter deposited by any pet maintained by such Co-owner, tenant or other occupant.

(e) No dog which barks and can be heard on any frequent or continuing basis shall be permitted to remain on or within any Unit or on the Common Elements.

(f) The Association may, without liability to a Unit Co-owner, remove or cause to be removed any animal from the Unit which it

determines to be in violation of the restrictions imposed by this Section.

(g) The Board 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, including size, weight and temperament criteria, provided such criteria are consistent with prevailing law. Size and weight alone are not deemed reasonable criteria. The invalidity of any criteria by court ruling shall not invalidate any of the other reasonable criteria, specifically or by implication set forth herein.

(h) In the event of any violation of this Section, the Board may, in addition to other remedies, also assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 13. **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a pleasant, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium.

#### ARTICLE VII

#### MORTGAGES/LAND CONTRACTS/AVAILABLE OPTIONAL PRIVILEGES

Section 1. **Notice to Association.** Any Co-owner who executes a first mortgage with respect to their Unit or owns their Unit as a first land contract purchaser shall notify the Association of the name and address of the first mortgagee or first land contract seller. The Association may maintain such information in a book entitled "Mortgages/Land Contracts ("First Lienholders") of Units". The Association may, at the written request of a first mortgagee or land contract seller of any such Unit, for a reasonable fee, report any unpaid assessments due from the Co-owner of such Unit.

Section 2. **Insurance.** The Association may, upon written request of a First Lienholder, for a reasonable fee, notify a First Lienholder appearing in the Mortgage/Land Contract registry of the name of each company insuring the Condominium and the relevant units, providing such registry is maintained by the Association.

Section 3. **Notification of Meetings.** Upon request submitted to the Association, a First Lienholder shall be entitled to receive written notification for a reasonable charge of the regular and special meetings of the members of the Association which occur within twelve (12) months from date of request. Said First Lienholder's representative may attend such meetings as a non-voting observer except for such issues or decisions which require a First Lienholder's approval, in which case the



representative shall be entitled to vote on such issues or decisions. This right of notification must be renewed for each succeeding twelve (12)-month period by written request to the Association thirty (30) days prior to the conclusion of each Association fiscal year for the privileges accorded in this Section to be available.

#### ARTICLE VIII VOTING

Section 1. **Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number except in those instances when voting percentages are specifically required to be either both in number and in percentage of value, or percentage of value only.

Section 2. **Eligibility to Vote.** No Co-owner shall be entitled to vote at any meeting of the Association until the Co-owner(s) has presented evidence of ownership of a Unit in the Condominium Project to the Association. The Co-owner shall, upon request of the Board, provide suitable title evidence of ownership in a manner prescribed by the Board from time to time. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative.

Section 3. **Designation of Voting Representative.** All persons or legal entities comprising a Co-owner shall, upon request and at the direction of the Board, file a written notice with the Association (if such notice has not been previously delivered to the Association), prior to or at a meeting designating the individual representative who shall vote at meetings of the Association and shall state the name and address of the individual representative designated; the identity of and the number or numbers of the Condominium Unit(s) owned by the Co-owner; the name and address of each person, firm, corporation, partnership, association, trust or other entity who comprise the Co-owner. Such notice shall be signed and dated by all the persons or entities comprising the Co-owner and delivered in person or by mailing to the Association's President or Secretary. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided. The Association may promulgate a rule which requires a voting representative notice to be signed under oath.

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent of the Co-owners in number qualified to vote shall constitute a quorum for holding a meeting of the members of the Association except for voting on specific matters which, pursuant to the Condominium Documents, require a larger quorum. When only a percentage of value of votes is required as to specific matters, unless specifically specified otherwise, a thirty-five (35%) percent of total one hundred (100%) percent of value assigned in the Master Deed shall constitute a quorum on those matters. The written vote of a Co-owner furnished prior to any duly called meeting at which meetings said Co-owner is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question, matter or issue upon which the vote is cast, unless said written vote is withdrawn in writing delivered to the Association President or Secretary at any time prior to the meeting; or withdrawn in person by the designated voting representative at the meeting.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the President or Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting for Directors or any other matter or issue shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a regular or special meeting of the members of the Association.

#### ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners (sometimes herein referred to as "members") 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 approved by separate resolution of the Association's Board, when not otherwise in conflict of the Condominium Documents or the laws of the State of Michigan.

Section 2. Annual Meetings. Annual meetings of members of the Association shall be held on the second Tuesday of April each year at such time and place as shall be determined by the Board of Directors. The Board of Directors shall be elected by ballot of the Co-owners in accordance with the requirements of Article X of

these Bylaws at each annual meeting. 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.** The President shall call a special meeting of Co-owners when so directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the President or Secretary of the Association. Notice of any special meetings 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.** The Secretary (or other Association officer appointed by the Board in the Secretary's absence) shall prepare and serve notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record and First Lienholders entitled to such notice by the Act and the Condominium Documents, 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 Co-owner's and First Lienholder's (where applicable) current address on file with the Association, shall be deemed notice served. Notice may also be hand delivered. A Co-owner may waive such notice in writing.

**Section 5. Adjournment.** If a 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.

**Section 6. 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 inspectors of election at annual meetings or special meetings held for the purpose of electing Directors; (g) election of Directors (at annual meetings or special meetings held for such 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 7. Action Without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 4 for the giving of notice of meetings of members except that mailing shall be both regular and

first-class mail and certified mail. Such solicitations shall specify (a) the specific action to be voted; (b) the number of responses needed to meet the quorum requirements; (c) the percentage of approvals necessary to approve the action; (d) the time by which ballots must be received in order to be counted; and (e) the methods of delivery of the ballot. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be registered upon by receipt of the ballot according to the method and within the time period (not to exceed six (6) months beyond the date of the initial written solicitation) specified in the solicitation, provided that (i) the number of all registered votes equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) registered approval votes equals or exceeds the percentage number of votes required by the Condominium Documents or the Act. The evidence of the mailing and responses shall be maintained by the Association in reasonable detail for at least three (3) years; and such evidence shall be open to inspection by Co-owners during regular Association business hours.

Section 8. **Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed to correctly evidence the matter 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. **Number and Qualifications of Directors.** The Board of Directors shall be comprised of no fewer than five (5) or more than nine (9) Co-owners, all of whom must be members of the Association. The reduction to less than nine (9) Board members shall be determined by the vote of two-thirds (2/3) of the entire Board, at least sixty (60) days before each annual meeting and approved by a fifty (50%) percent vote in number of all unit owners at the ensuing annual meeting. If the number is reduced, the number may be increased in ensuing years upon vote of two-thirds (2/3) of the Board members then in office.

Section 2. **Term.** The term of office for each Board member shall continue to be three (3) years with staggered terms of service to continue in the currently operative mode.

Section 3. **Election of Directors.**

(a) The Board, on its own initiative or through a nominating committee, shall prepare a slate of persons to fill the ensuing years Board positions at least sixty (60) days prior to the scheduled election. The slate shall be mailed to the Co-owners within such sixty (60) day period. The consent to serve must be obtained in writing from all nominees. The Co-owners, for a thirty (30) day period following the mailing of the slate to Co-owners may nominate additional persons who consent in writing to their nomination and concurrently agree to serve if elected.

(b) The required number of Board members shall be elected by the highest number of votes cast by number at an annual meeting, which constitutes a quorum in person and by proxy. Co-owners may vote for one or more nominee, not to exceed the full number of Board members required to fill vacant seats. A Board member will be elected even if they receive fewer votes than a majority of the quorum. Cumulative voting for Board members is prohibited.

**Section 4. Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and shall do all acts and things mandated by the Act and Michigan Nonprofit Corporation Act and the Condominium Documents.

**Section 5. Other Duties.** In addition to the foregoing duties imposed by the Bylaws or any further duties which may be properly imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

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

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

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

(d) To rebuild or repair Condominium improvements after a 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 Project; provided that no contract for a non-terminable period except for cause for more than three (3) years without the approval of the Co-owners at a regular or special duly convened meeting.

(f) To maintain and expend reserves for such purposes as they deem to be in the best interest of the Project.

(g) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property, including foreclosed Unit(s), easements, rights-of-way and licenses on behalf of the Association as permitted or required under the Act or the Condominium Documents.

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; subject to approval of the requisite percentage of members specified by the Act or the Condominium Documents with respect to any particular form of loan.

(i) To make rules and regulations which are consistent with the Act and the Condominium Documents.

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

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

Section 5. Management Agent. The Board of Directors may engage a professional management agent to manage the business affairs of the Association at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, providing such duties are specifically specified in a written contract. The specified duties shall be consistent with the Act and the Condominium Documents; and approved by the Board of Directors.

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 be a Director until a successor is elected at the next annual meeting of the members of the Association.

Section 7. Removal. At any regular or special meeting of the members of the Association duly called with notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative

vote of more than fifty (50%) percent in number and in value of all of the Co-owners who must be personally present at such meeting. A successor may then and there be elected to fill any vacancy thus created upon the vote of a majority of those in attendance at the meeting. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting with at least thirty (30) days prior notice of intended removal provided to such Director including a statement of whether the intended removal is for cause (with the reasons of cause itemized) or without cause.

**Section 8. First Meeting.** The newly elected Board of Directors shall meet at any time (including immediately following the meeting electing the Directors) 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. No notice shall be necessary to the newly elected Directors in order legally to convene such meeting, providing a majority of the whole Board shall be present. The Board shall elect Association officers at such meeting and conduct any lawful business.

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

**Section 10. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director given personally, by mail, telephone, telefax or telegraph, which notice shall state the time, place and purpose of the meeting. 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 two 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 meetings of the Board shall be deemed a waiver of notice by him 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 be less than a quorum present, the majority of those 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 presence (except to object to the propriety of the meeting) of a Director at a meeting or a Director's signature to or approval of the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. **Fidelity Bonds.** The Board of Directors may be directed by vote of fifty (50%) percent of the Co-owners to require all officers and employees of the Association handling or responsible for Association funds to furnish reasonably adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 14. **Compensation.** A Board member shall serve without compensation unless a reasonable compensation is approved by a vote of fifty (50%) percent of the Co-owners.

#### ARTICLE XI OFFICERS

Section 1. **Officers.** The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all who shall be a member of the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Only one office may be held by one person.

(a) **President.** The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/she shall have all of the general powers and duties which are usually vested in the office of 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 he/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take place of the President and perform his 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 so do on an interim basis. The Vice President shall also perform such other duties



as shall from time to time be imposed upon him by the Board of Directors.

(c) **Secretary.** The Secretary shall keep or cause the keeping of the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Associations; he/she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association unless and to the extent such responsibility is vested in the Association's managing agent. He/she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

**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 which shall be held as early as the time immediately following an Association annual meeting but no later than ten (10) days after such annual meeting and shall hold office at the pleasure of the Board. If the election of officers is delayed for any reason, the officers then in place shall continue to serve until election is held. The Board shall not intentionally delay the election of officers.

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

**Section 4. 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 "corporate seal", and "Michigan".

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### 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. Such accounts and all other Association records shall be open for inspection by the Co-owners and their First Lienholders during reasonable working hours at the Association's office unless maintained with prior Board approval by the Association's managing agent. The Association shall prepare and distribute to each Co-owner a financial statement at the annual Association meeting, the contents of which shall be defined by the Association according to criteria established by the Act and the Michigan Nonprofit Corporation Act. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first lien on any Unit in the Condominium shall be entitled to receive a copy (for a reasonable fee commensurate with the cost of responding to the lienholder's request) of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. **Fiscal Year.** The fiscal year of the Association shall be a period commencing on such date as may be determined by the Directors. The ending date of a fiscal year shall be subject to change by the Directors for accounting reasons or other good cause. As of the date of the adoption of these Bylaws, the fiscal year shall be the calendar year.

Section 3. **Bank.** Money belonging to the Association shall be deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The money 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 or the Federal Savings and Loan Insurance Corporation; and/or may also be invested (in whole or in part) in interest-bearing obligations of the United States Government. Appropriate agency bank accounts may be established with outside service or management agents provided the

agent is adequately bonded or alternatively provides adequate surety.

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**ARTICLE XIV  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he/she may be a party or in which he/she may become involved by reason of the person 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 herein the Director or Officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his/her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) 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 to exclusive of all rights to which such Director or Officer may be entitled by statute and other law. 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 for informational purposes. Further, the Board of Directors is authorized to carry Directors' and Officers' liability insurance covering acts of the Officers and Directors of the Association in such amounts and under such terms as it shall deem appropriate providing it is available under commercially reasonable terms.

**ARTICLE XV  
AMENDMENTS**

Section 1. **Proposal.** Amendments to Article VIII through XXI, inclusive, of these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in the number of the Co-owners in number by instrument in writing signed by them. Articles I through VII, inclusive, of these Bylaws may be amended in the same manner as the amendment procedures and requirements prescribed for the amendment of the Master Deed.

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, but in no

event within less than thirty (30) days from the date of mailing of proposal and notice to the Co-owner.

Section 3. Voting. Articles VIII through XXI, inclusive, of these Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose where a quorum is presented by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners present in number and in value. No consent of First Lienholders shall be required to amend Articles VIII through XXI, inclusive, of these Bylaws unless such amendment would, in the opinion of legal counsel, materially alter or change the rights of such First Lienholders.

Section 4. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association and every registered First Lienholder 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 Project, irrespective of whether such persons actually receive a copy of the amendment.

#### ARTICLE XVI COMPLIANCE

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

#### ARTICLE XVII DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Act or in the Master Deed to which these Bylaws are attached as an Exhibit.

#### ARTICLE XVIII REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, arbitration, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners. Any legal action taken shall occur within the optional and mandatory constraints which the Arbitration provisions of the Act and the Dispute Resolutions provisions these Condominium Documents impose.

Section 2. **Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court.

Section 3. **Entry, Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agent the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove (including landscaping) and abate the improper event of activity; or repair and replace, at the expense of the Co-owner in violation, of and to any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents and the duly established standards of care and maintenance established thereunder. The Association shall have no liability to any Co-owner arising out of its proper exercise of its entry, removal and abatement power authorized herein, unless a Co-owner can establish and carry the burden of proof in a legal action which proves the Association or its agents to have acted in bad faith.

Section 4. **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association of monetary fines as set forth in Article XIX below.

Section 5. **Non-Waiver 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 6. **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor

shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or inequity.

**Section 7. 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.

**Section 8. Adoption of or Reconciliation with Mandatory Provisions of the Act.** Where those Bylaws fail to include provisions mandated by the Act; or where such provisions are improperly stated, the omitted provisions are deemed to be herein incorporated and the improperly stated provisions are deemed to be corrected to conform to the Act.

**Section 9. Amendments to the Act.** Should the Act be amended in any respect, the provisions of the Condominium Documents which violate new provisions contained in the Act, such amended parts of the Act are deemed to be incorporated in the Condominium Documents until a final written amendment to Condominium Documents is prepared and recorded. Further, reference to Act Section Numbers which are revised by an amendment to the Act shall be liberally interpreted to reconcile with any inconsistency created with respect to Act Section Numbers referenced in the Condominium Documents.

**ARTICLE XIX  
ASSESSMENT OF FINES**

**Section 1. General.** The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his/her personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

**Section 2. Procedures.** Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-

owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VII.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting including a special meeting scheduled for this purpose only, but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

**Section 3. Amounts.** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

- (a) **First Violation.** No fine shall be levied.
- (b) **Second Violation.** Twenty-Five Dollar (\$25.00) fine.
- (c) **Third Violation.** Fifty Dollar (\$50.00) fine.
- (d) **Fourth and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

The amount of fine shall be adjusted at every fifth anniversary following recording of these Bylaws by an amount (to the closest Five (\$5.00) Dollars determined by applying the Consumers Price Index [or equivalent national standard measuring increase in cost of living then in effect]) increase, if any, during each relevant five (5) year period. The levying of a fine shall not preclude the enforcement of any other legal remedy available to the Association.

**Section 4. Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium Assessment on the first or the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the

Condominium Document including, without limitations, those described in Articles II and XIX of the Bylaws.

**ARTICLE XX  
SEVERABILITY**

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

**ARTICLE XXI  
GENDER**

The pronouns and relative words herein used are written in the masculine and singular only. If reference is appropriately intended to include a female or a legal entity either individually or as a plurality, it shall be so applied.



FIRST AMENDMENT  
TO THE RESTATED AND SUPERSEDING WOODS MASTER DEED  
AND THE RESTATED WOODS CONDOMINIUM BYLAWS

93188669

This First Amendment to the Restated and Superseding Master Deed and the First Amendment to the Restated Condominium Bylaws for the Woods Subdivision is made this 16th day of July, 1993, with respect to the Woods Condominium Restated and Superseding Master Deed and Restated Condominium Bylaws, recorded on April 16, 1993, in Liber 26463, Page 181 through Page 243, inclusive, of Wayne County Records.

WHEREAS, more than two-thirds (2/3) of the co-owners and more than two-thirds (2/3) of the mortgagees approved the Restated and Superseding Master Deed and Restated Condominium Bylaws (the "Documents") according to the exact language stated in this First Amendment; and

WHEREAS, pursuant to MCLA 559.190 and the Documents as approved by two-thirds (2/3) of the co-owners contain a clause which permits the Association of Co-owners to amend the Master Deed and Condominium Bylaws where such amendments do not materially alter or change the rights of co-owners and mortgagees; and

WHEREAS, various evolving drafts of the amendments which ultimately were approved were developed by legal counsel pursuant to the consensus reached by the co-owners during the approval process; and

WHEREAS, the below identified sections and subparagraphs contained within the below numbered Articles identified in the Documents were approved for amendment by the requisite percentage of co-owners according to the specific and approved language as set forth in this First Amendment but were erroneously printed and recorded due to an inadvertent and mistaken computer printout drawn from earlier but not finally approved drafts:

- Master Deed - Article VII, Section 2
- Condominium Bylaws - Article II, Section 4
- Condominium Bylaws - Article IV, Section 3
- Condominium Bylaws - Article VI, Section 3(a), (i), (ii), (iii), (iv), (v)
- Condominium Bylaws - Article VI, Sections 12(a) and 12(f)
- Condominium Bylaws - Article VIII, Section 6
- Condominium Bylaws - Article X, Section 5; and

WHEREAS, the above-referenced errors are rectified in this First Amendment, thus accurately reflecting the documents as approved by two-thirds of the co-owners and mortgagees; and

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LM-46\6-21-93\6

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EXAMINED AND APPROVED  
DATE AUG 02 1993  
BY [Signature]  
DANIEL P. LANE  
PLAT ENGINEER

N/C

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FOREST HILLS  
REGISTERED DEEDS  
WAYNE COUNTY, MI

WHEREAS, the following correctly printed paragraphs do not materially alter or change the rights of the co-owners or the mortgagees;

NOW, THEREFORE, pursuant to MCLA 559.190, the following substituted paragraphs shall become immediately operative, thereby superseding and replacing the current identically numbered paragraphs.

Master Deed, Article VII, Section 2 shall read as follows:

"Section 2. **Co-owner and Mortgagee Consent.** Whenever a proposed amendment will materially alter or change the rights of co-owners or first mortgagees, then such amendments shall require the approval of sixty-six and two-thirds (66 2/3%) percent of the co-owners and sixty-six and two-thirds (66 2/3%) percent of all first mortgagees of record, allocating one vote for each mortgage held as the numerator and the total of all first mortgages, then extant, as the denominator. Second or more junior mortgagees shall have no rights in regard to any amendments of the Condominium Documents unless the provisions of Section 90 of the Act are interpreted by a court of law to include mortgagees who are junior to the first mortgagee, in which event they shall be included as requisite consenting mortgagees to amendments within the meaning of said Section 90. If junior mortgagees are included for consent purpose hereunder, the collective mortgagees to a Unit shall, by majority vote inter-se, possess only one mortgagee vote per unit when determining the numerator portion of the fraction as defined in this subsection. In the event of a deadlock between mortgagees to a particular unit, the first mortgagee's vote shall be decisive. A first land contract vendor/seller shall, for purposes of this paragraph, not be deemed a mortgagee. Unless otherwise provided anywhere in this Article VII, the right to amend the Master Deed or the attached Condominium Bylaws is reserved to the Association of Co-owners acting through their duly elected Board of Directors to so amend without the consent of the co-owners or mortgagees provided that the amendment(s) does not materially alter or change the respective

rights of either the co-owners or mortgagees, said reservation being made pursuant to MCLA 559.190 (1)."

Condominium Bylaws, Article II, Section 4 shall read as follows:

**"Section 4. Apportionment of Assessments/Provisions Relating to Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied under this Article II shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in the Master Deed. Annual assessments due under Article II, Sections 3(a) and (b) above (unless the time for payment of a special assessment is specified otherwise in the notice to Co-owners) shall be charged and assessed to a unit and payable by the responsible Co-owner in twelve equal monthly installments. The payment of an assessment (regular and special) shall be in default if not fully paid to the Association on or before the specified due date. An assessment payment obligation in default for ten (10) or more days (including all ensuing unpaid assessment payment obligations) shall (after written notice of default is mailed to the defaulting Co-owner pursuant to Section 6(c) of this Article) bear interest retroactively from the initial due date of the assessment(s) at the rate of five (5%) percent per annum until the earlier date of when a defaulted assessment obligation is paid in full or when legal proceedings are instituted to collect and/or foreclose. The interest rate shall become the maximum permitted statutory judgment interest upon initiation of legal proceedings according to applicable statutes and court rules. The Association may (in addition to the interest due for defaulted assessment) pursuant to Article XIX(3) hereof, levy fines and collect legal and other collection costs. Each Co-owner (whether one (1) or more persons) shall be, and remain, personally (and jointly and severally in the instance of two (2) or more persons) liable for the payment of all assessments (including fines and collection costs) incurred while such Co-owner(s) owns a

Unit. A first mortgagee (and their successors and assigns) shall not be liable for unpaid assessments chargeable to the foreclosed Unit which accrued up to the date the mortgagee takes possession of the Unit. Upon taking possession all such past due assessment obligations shall forever cease to be a lien against the Unit or an obligation of the mortgagee. After said mortgagee comes into possession of the Unit, the assessments from that date forward shall begin again to accrue as an assessment obligation to said mortgagee and its successors subject to the lien provisions imposed for non-payment. Possession shall be imputed to said mortgagee at the earlier date of when: (i) the mortgagee receives title to the Unit resulting from a foreclosure proceeding including a deed in lieu of foreclosure; or (ii) when the equity of redemption period expires following the institution of a foreclosure action; or (iii) when the mortgagee takes actual possession of the premises and/or begins to derive any rental income from the Unit. The unpaid defaulted assessments are deemed to be administrative expenses collectible and assessable as any other administration expense from all of the Condominium Unit Owners including Unit Owners' successors and assigns. Payments received on account of assessment(s) in default shall be applied as follows: first, to costs of collection and enforcement of payment including reasonable attorney's fees; second, to any interest charges and fines for late payment on such obligation; and third, to the obligation(s) in default in order of their due dates beginning with the first defaulted obligation. Should the Act be amended to create lien status of higher priority (super lien) than currently permitted by law for the benefit of the Association for such assessments, the assessment lien shall ascend to the maximum priority provided by such amendment."

Master Deed, Article IV, Section 3 shall read as follows:

**"Section 3. Insurance Responsibilities of Co-owners.** Each Co-owner shall be obligated and responsible for:

- obtaining all risk liability insurance (generally in the form of an HO(6) policy, or such other specifications as the Association may prescribe or as may be commonly extant from time to time, and herein sometimes referred to as "Co-Owners Insurance") with respect to the improvements, decorations and any other person property in his Unit which have been added to the Standard Improvements defined (or to be defined) in this Article IV, Section 1(c), or another property contained within his Unit which is not covered by the Association's policy;
- providing insurance coverage for liability for injury to property and persons occurring in the Unit to the limits prescribed from time to time by the Board, but in amounts no less than One Hundred Thousand Dollars (\$100,000) to property and Three Hundred Thousand Dollars (\$300,000) for injury to persons on a per-occurrence basis;
- insuring his personal property located within the Unit or elsewhere on the Condominium Project.

All Co-owner property insurance shall be carried in an amount equal to the maximum insurable replacement value of said improvements. The Co-owner's failure to fully insure his contents shall be a risk which he solely carries. Each Co-owner shall, on or before annual anniversary dates of Co-owners' insurance, deliver certificates of such insurance to the Association. The Co-owners' policy of insurance shall also name the Association as an insured under the liability coverage. In the event of failure of a Co-owner to obtain such insurance (which may be assumed to be the case if the Co-owner fails to timely provide evidence thereof to the Association), the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor (if not reimbursed by the Co-owner on demand) shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. The Association shall, under no circumstances,

have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so. The Association may, on its own or through its paid agents, maintain a roster of Unit Owners' insurance setting forth such relevant data as it deems helpful and useful to monitor the implementation of this Section 3.

The Co-owner's policy hereunder shall contain a thirty (30) day non-cancelable clause with mandatory thirty (30) day notice of cancellation to be mailed to the Association."

Condominium Bylaws, Article VI, Section 3(a), (i), (ii), (iii), (iv), (v) shall read as follows:

"(a) The Board, on its own initiative, acting through a sub-committee of one or more persons appointed by the Board with the Board's approval, may elect to promulgate and enforce rules which deal with one or more of the following:

- (i) Posting of "For Sale" signs;
- (ii) The exterior appearance of window treatments;
- (iii) The display or placement of any plants, furniture, decorations or any other items on porches, patios, balconies or decks.
- (iv) The establishment and publication of Standard Specifications which are to be adhered to in the rebuilding, repair or renovation of the exteriors and interiors of each Unit and the Common Elements. The unit owner(s) may, at their cost, install interior improvements to their unit such as floor covering, wall covering, electrical and plumbing fixtures which exceed the standard specifications.
- (v) Any other rules and regulations permitted by the Act and the Condominium Documents which are reasonable and promulgated for the benefit of the community of Co-owners."

Condominium Bylaws, Article VI, Section 12(a) shall read as follows:

"(a) Only dogs and cats may be kept as four-legged pets. No more than two (2) such four-legged pets may be kept in any one unit. Provided, however, that unit owners, who have prior to date of the adoption of these bylaws registered more than two (2) four-legged pets with the Association, may continue to house and keep such pets; provided however that the keeping of such pets does not cause the violation of the other provisions of these bylaws and the City of Livonia Ordinances. Once a four-legged pet in excess of the maximum of the permitted number of two (2) dies or is permanently removed from the unit, it shall not be replaced."

Condominium Bylaws, Article VI, Section 12(f) shall read as follows:

"(f) The Association may, without liability to a Unit Co-owner, remove or cause to be removed any animal from the Unit which it determines to be in violation of the restrictions imposed by this Section. Provided, however, that (except in the case of an emergency, as defined in these bylaws) the Association shall provide reasonable notice of the violation(s) before removing such animal(s) so that unit owner may rectify the violation."

Condominium Bylaws, Article VIII, Section 6 shall read as follows:

"Section 6. **Majority.** A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a regular or special meeting of the members of the Association. In the event of a stand off or deadlock vote (including the President's vote), the vote of the President of the Association shall be the deciding vote."

Condominium Bylaws, Article X, Section 5 shall read as follows:

"Section 5. Management Agent. The Board of Directors may engage a professional management agent to manage the business affairs of the Association at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, providing such duties are specifically specified in a written contract. The contract term shall be limited to three (3) years; provided, however, that the same management agent may be reappointed by written contract for additional three (3) year term(s) in a manner consistent with this Section 5. The specified duties shall be consistent with the Act and the Condominium Documents; and approved by the Board of Directors."

All other provisions of the Woods Condominium Restated and Superseding Master Deed and Restated Condominium Bylaws as currently of record shall remain unchanged and in full force and effect as written.

IN WITNESS WHEREOF, this First Amendment to the Restated and Superseding Woods Mater Deed and the Restated Woods Condominium Bylaws by authority of The Woods Condominium Association, acting by authority of its Board of Directors is executed, on the date above first written.

WITNESS: THE WOODS CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation

Asher N. Tilchin  
ASHER N. TILCHIN

Lauren Morrish  
LAUREN MORRISH

Asher N. Tilchin  
ASHER N. TILCHIN

Lauren Morrish  
LAUREN MORRISH

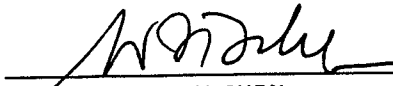
By: Dorothy H. Heleman  
Dorothy H. Heleman  
Its: President

By: Kay Smith  
Kay Smith  
Its: Secretary



STATE OF MICHIGAN)  
 :ss.  
 COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this 16th day of July, 1993 by Dorothy H. Hileman, President, and Kay Smith, Secretary, of The Woods Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

  
 \_\_\_\_\_  
 ASHER N. TILCHIN  
 Notary Public, Oakland County  
 State of Michigan  
 My Commission Expires: 11/24/96

**CERTIFICATION OF SECRETARY**

The undersigned Secretary of The Woods Condominium Association does hereby certify that by resolution adopted on June 21, 1993, the Board of Directors of The Woods Condominium Association approved the above First Amendment and authorized the President and Secretary of the Corporation to execute the above First Amendment on behalf of the Association of Co-Owners.

  
 \_\_\_\_\_  
 Kay Smith, Secretary

Dated: July 16, 1993

**AFFIDAVIT OF LEGAL COUNSEL**

The undersigned, ASHER N. TILCHIN, legal counsel for THE WOODS CONDOMINIUM ASSOCIATION, being first duly sworn, deposes and says that the reference to the misprints in the Restated and Superseding Woods Master Deed and the Restated Woods Condominium Bylaws were in fact misprints and unreflective of the exact language approved by two-thirds (2/3) of the Co-owners; and that the corrected provisions as set forth in this First Amendment, are correct and

the co-owner approved provisions; and that the correct provisions as herein set forth do not in his opinion materially alter or change the rights of either the co-owners or the mortgagees.

WITNESS:

Lauren Morrish  
LAUREN MORRISH  
Steven E. Hall  
STEVEN E. HALL

Asher N. Tilchin  
ASHER N. TILCHIN

STATE OF MICHIGAN)  
COUNTY OF OAKLAND :ss.

The foregoing instrument was acknowledged before me this 16 day of July, 1993 by Asher N. Tilchin, legal counsel for The Woods Condominium Association.

Steven E. Hall  
STEVEN E. HALL  
Notary Public, Oakland County  
State of Michigan  
My Commission Expires: 5/16/94

Document Drafted by and  
When Recorded Return To:  
  
Asher N. Tilchin  
Tilchin & Hall, P.C.  
31731 Northwestern Highway  
Suite 106  
Farmington Hills, MI 48334

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SECOND AMENDMENT  
TO THE RESTATED AND SUPERSEDING MASTER DEED  
AND THE RESTATED CONDOMINIUM BYLAWS

This Second Amendment (the "Second Amendment") to the Restated and Superseding Master Deed and the Restated Condominium Bylaws of the Woods Condominium, being Wayne County\*Subdivision Plan No. 133, is made this 7 day of JULY, 1994, with respect to the Woods Condominium Restated and Superseding Master Deed and Restated Condominium Bylaws (the "Documents"), recorded on April 16, 1993, in Liber 26463, Page 181 through Page 243, Wayne County Records, as amended by the First Amendment to the Restated and Superseding Master Deed and the Restated Condominium Bylaws, recorded on August 6, 1993, in Liber 26719 Page 395 through 404, Wayne County Records,

W I T N E S S E T H:

\*CONDOMINIUM

WHEREAS, pursuant to MCLA 559.190(1) and the Documents, as amended, the Association of Co-owners acting through their duly elected Board of Directors is permitted to amend the Documents where such amendments do not materially alter or change the rights of Co-owners and mortgagees;

WHEREAS, the Board of Directors of the Association have determined that it is in the best interest of the Association to amend the Documents according to the terms and conditions set forth in this Second Amendment; and

WHEREAS, the Board of Directors, upon advice of their legal counsel, have determined that this Second Amendment does not materially alter or change the rights of the Co-owners or the mortgagees.

NOW, THEREFORE, in consideration of the premises, this Second Amendment shall become effective upon its filing in the Office of the Wayne County Register of Deeds:

1. Restated Condominium Bylaws, Article IV, Section 3 shall be amended and restated to read as follows:

Section 3. Insurance Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for:

obtaining all risk liability insurance (generally in the form of an HO(6) policy, or such other specifications as the Association may prescribe or as may be commonly extant from time to time, and herein sometimes referred to as "Co-Owners Insurance") with respect to the improvements, decorations and any other person property in his Unit which have been added to the Standard Improvements

EXAMINED AND APPROVED  
DATE JUL 28 1994

BY DCL  
DANIEL P. LAKE  
PLAT ENGINEER

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FORESTER YOUNGBLOOD  
REGISTER OF DEEDS  
WAYNE COUNTY, MI

defined (or to be defined) in this Article IV, Section 1(c), or another property contained within his Unit which is not covered by the Association's policy;

- providing insurance coverage for liability for injury to property and persons occurring in the Unit to the limits prescribed from time to time by the Board, but in amounts no less than One Hundred Thousand Dollars (\$100,000) to property and Three Hundred Thousand Dollars (\$300,000) for injury to persons on a per-occurrence basis;
- insuring his personal property located within the Unit or elsewhere on the Condominium Project.

All Co-owner property insurance shall be carried in an amount equal to the maximum insurable replacement value of said improvements. The Co-owner's failure to fully insure his contents shall be a risk which he solely carries. Each Co-owner shall, on or before annual anniversary dates of Co-owners' insurance, deliver certificates of such insurance to the Association. The Co-owners' policy of insurance shall, if available and obtainable from the Co-owners' insurance carrier without additional premium, also name the Association as an additional insured under the liability coverage; provided, however, that the failure of a Co-owner to name the Association as an additional insured under the liability coverage shall not be deemed a default entitling the Association or any other Co-owner or Co-owners to pursue the remedies set forth in Article XVIII. The failure of a Co-owner to name the Association as an additional insured under the liability coverage will permit, but shall not obligate, the Association to obtain such additional liability insurance coverage for any gap in coverage created thereby. The Association shall, under no circumstances, have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so. The Association may, on its own or through its paid agents, maintain a roster of Unit Owners' insurance setting forth such relevant data as

it deems helpful and useful to monitor the implementation of this Section 3.

The Co-owner's policy hereunder shall contain a thirty (30) day non-cancelable clause with mandatory thirty (30) day notice of cancellation to be mailed to the Association.

2. Except as amended by this Second Amendment, all other provisions of the Woods Condominium Restated and Superseding Master Deed and Restated Condominium Bylaws as currently of record shall remain unchanged and in full force and effect as written.

IN WITNESS WHEREOF, this Second Amendment is executed by the authorized officers of The Woods Condominium Association, acting with authority granted to them by its duly elected Board of Directors, on the date above first written.

WITNESS:

THE WOODS CONDOMINIUM ASSOCIATION,  
a Michigan non-profit corporation

Russell M. Van Ness  
Name: Russell M. Van Ness

By: Dorothy H. Hileman  
Dorothy H. Hileman  
Its: President

Dorothy H. Van Ness  
Name: Dorothy H. Van Ness

Art Howell  
Name: Art Howell

By: Kay Smith  
Kay Smith  
Its: Secretary

Nancy A. Berger  
Name: Nancy A. Berger

STATE OF MICHIGAN)  
: ss.  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of July, 1994 by Dorothy H. Hileman, President, and Kay Smith, Secretary, of The Woods Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

[Signature]  
Notary Public  
County, State of Michigan  
My Commission Expires:

~~HELEN M. KAVANAUGH~~  
Notary Public, Wayne County, MI  
My Commission Expires Sept. 23, 1996

CERTIFICATION OF SECRETARY

The undersigned Secretary of The Woods Condominium Association does hereby certify that by resolution adopted on June 24, 1994 the Board of Directors of The Woods Condominium Association approved the above Second Amendment and authorized the President and Secretary of the Corporation to execute the above Second Amendment on behalf of the Association of Co-Owners.

Kay Smith  
Kay Smith, Secretary

Dated: JULY 7, 1994

AFFIDAVIT OF LEGAL COUNSEL

The undersigned, ASHER N. TILCHIN, legal counsel for THE WOODS CONDOMINIUM ASSOCIATION, being first duly sworn, deposes and says that this Second Amendment does not in his opinion materially alter or change the rights of either the co-owners or their mortgagees.

WITNESS:

Margaret R. Candela  
Name: Margaret R. Candela

[Signature]  
ASHER N. TILCHIN

Julie R. Hellings  
Name: Julie R. Hellings

STATE OF MICHIGAN)  
:ss.  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 7th  
day of July, 1994 by Asher N. Tilchin, legal counsel  
for The Woods Condominium Association.

Margaret R. Candela  
Notary Public  
County, State of Michigan  
My Commission Expires: \_\_\_\_\_

MARGARET R. CANDELA  
Notary Public, Oakland County, MI  
My Commission Expires Dec. 21, 1998

Document Drafted by and  
When Recorded Return To:

Asher N. Tilchin  
Tilchin & Hall, P.C.  
31731 Northwestern Highway  
Suite 106  
Farmington Hills, MI 48334

A:\RSD\WOODSSEC.AMT\pak  
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