

WAYNE COUNTY TREASURER  
5-16-13 - J. Falter

2013 MAY 16 PM 2:35

Bernard J. Youngblood  
Wayne County Register of Deeds

May 16, 2013 02:35 PM

Inst: 2013280795 MDA Pages: 3

Liber: 50787 Page: 1001



EXAMINED AND APPROVED  
DATE MAY 16 2013  
BY SJK NJC  
AMY L. MILLER-VANDAWAKER  
PLAT ENGINEER

**FIFTH AMENDMENT  
TO  
FIFTH AMENDED AND RESTATED MASTER DEED  
OF  
ASPEN PLACE CONDOMINIUM**

WHEREAS, Aspen Place was established as a residential condominium project in the City of Livonia, County of Wayne, State of Michigan, by the recording of a Master Deed on July 9, 1984, in Liber 22069, Page 731 through 778, First Restated Master Deed on December 11, 1984, in Liber 22226, Pages 646 through 695, Second Amended and Restated Master Deed on February 4, 1985, in Liber 22272, Page 897, Third Amended and Restated Master Deed on August 18, 1985, in Liber 22480, Page 216, Fourth Amended and Restated Master Deed on September 25, 1986, in Liber 22937, Pages 473 through 524, Fifth Amended and Restated Master Deed on May 30, 1990, in Liber 24668, Pages 360 through 410, First Amendment to Fifth Amended and Restated Master Deed recorded in Liber 29545, Page 964, and Second Amendment to Fifth Amended and Restated Master Deed recorded on August 6, 2004 in Liber 41061, Page 72 et seq., Third Amendment to the Fifth Amended and Restated Master Deed recorded on January 14, 2009 in Liber 47665 Pages 125-126, and Fourth Amendment to the Fifth Amended and Restated Master Deed recorded on April 6, 2009 in Liber 47820 Pages 670-671, Wayne County Records and was designated as Wayne County Condominium Subdivision Plan No. 192; and,

WHEREAS, Aspen Place is administered by Aspen Place Condominium Association, the Michigan non-profit corporation designated to administer the affairs of the project pursuant to said Master Deed; and,

WHEREAS, amendments to the Fifth Amended and Restated Master Deed were duly proposed, adopted and approved by the requisite majority of the co-owners and mortgagees, in accordance with MCL 559.190 and MCL 559.190a;

NOW, THEREFORE, Article IV, Section 2 is hereby amended to read as follows:

Section 2. Leasing And Rental.

(a) No Co-owner may lease his/her Unit except as provided in subsection (a) (1) below. No rooms in a Unit may be rented and no transient tenants accommodated. No unit shall be occupied as a "rental unit" (as that term is defined herein), except via written lease which has been approved in writing by the Board of Directors in advance of the tenant's occupancy. The Board of Directors shall only issue written approval in accordance with the following provisions:

1. In accordance with the applicable provisions of the Condominium Act as amended from time to time, the amendment to the Condominium Bylaws embodying these rental restrictions shall not apply to lessors or lessees under a written lease otherwise in compliance with the

Condominium Act which was executed prior to the effective date of this amendment to the Condominium Bylaws provided however, that said lease may not exceed a period of one year. The following Units are the subject of this exception: Unit 3 (37468 North Laurel Park Drive), Unit 14 (37480 North Laurel Park Drive), Unit 20 (37490 North Laurel Park Drive), Unit 25 (37442 North Laurel Park Drive), Unit 59 (37548 North Laurel Park Drive), and Unit 63 (37556 North Laurel Park Drive).

2. The Board of Directors shall not approve any proposed rental if:
  - a. The Lessor failed to provide the Board of Directors with an exact copy of the proposed lease at least ten calendar days in advance of the commencement date of the lease; and/or,
  - b. The proposed lease fails to prominently state that all occupants of the unit shall comply with all provisions of the condominium documents (Master Deed, Condominium Bylaws and Rules & Regulations).
3. A unit shall be deemed to be a "rental unit" for purposes of these restrictions if there is no owner of public record in occupancy except:
  - a. A unit owned by a trustee, in trust, which is occupied by the trustee or a beneficiary of the trust; or,
  - b. A unit owned by a limited liability company or partnership which is occupied by a member of the limited liability company or partner of the partnership;
4. A unit owned by any other form of legal entity shall be deemed to be a "rental unit".

(b) Violation of Condominium Documents by Tenants or Non-Co-owner Occupants. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceedings. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(c) Arrearage in Condominium Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.



Bernard J. Youngblood  
Wayne County Register of Deeds  
April 06, 2009 03:11 PM  
Liber 47820 Page 670-671  
#209125463 AMD FEE: \$18.00



**FOURTH AMENDMENT  
TO  
FIFTH AMENDED AND RESTATED MASTER DEED  
OF  
ASPEN PLACE CONDOMINIUM**

WHEREAS, Aspen Place was established as a residential condominium project in the City of Livonia, County of Wayne, State of Michigan, by the recording of a Master Deed on July 9, 1984, in Liber 22069, Page 731 through 778, First Restated Master Deed on December 11, 1984, in Liber 22226, Pages 646 through 695, Second Amended and Restated Master Deed on February 4, 1985, in Liber 22272, Page 897, Third Amended and Restated Master Deed on August 18, 1985, in Liber 22480, Page 216, Fourth Amended and Restated Master Deed on September 25, 1986, in Liber 22937, Pages 473 through 524, Fifth Amended and Restated Master Deed on May 30, 1990, in Liber 24668, Pages 360 through 410, First Amendment to Fifth Amended and Restated Master Deed recorded in Liber 29545, Page 964, and Second Amendment to Fifth Amended and Restated Master Deed recorded on August 6, 2004 in Liber 41061, Page 72 et seq., and Third Amendment to the Fifth Amended and Restated Master Deed recorded on January 14, 2009 in Liber 47665 Page 125-126, Wayne County Records and was designated as Wayne County Condominium Subdivision Plan No. 192; and,

WHEREAS, Aspen Place is administered by Aspen Place Condominium Association, the Michigan non-profit corporation designated to administer the affairs of the project pursuant to said Master Deed; and,

WHEREAS, amendments to the Fifth Amended and Restated Master Deed were duly proposed, adopted and approved by the requisite majority of the co-owners and mortgagees, in accordance with MCL 559.190 for the purpose of revising the Annual Meeting text of Condominium Bylaws, Article IX Section 2;

NOW, THEREFORE, Article IX Section 2 is hereby amended to read as follows:

Section 2. Annual Meeting; Agenda. Annual Meetings of members of the corporation shall be held during the month of September or at such date, time and place as the Board of Directors shall direct. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them. At the Annual Meeting of members, the order of business shall be as follows unless otherwise determined by the Board:

- (a) Calling the meeting to order.
- (b) Proof of notice of the meeting.
- (c) Determination of Quorum.
- (d) Reading of minutes of the last previous Annual Meeting.
- (e) Reports from officers.
- (f) Reports from committees.
- (g) Election of directors.
- (h) Miscellaneous business.

WAYNE COUNTY TREASURER  
*[Signature]*

EXAMINED AND APPROVED  
DATE APR 06 2009  
BY *abm* *N/C*  
NORMAN C. DUPLIE  
PLAT ENGINEER



Bernard J. Youngblood  
Wayne County Register of Deeds  
January 14, 2009 11:52 AM  
Liber 47665 Page 125-126

#209011394 MDA FEE: \$18.00



**THIRD AMENDMENT  
TO  
FIFTH AMENDED AND RESTATED MASTER DEED  
OF  
ASPEN PLACE CONDOMINIUM**

WHEREAS, Aspen Place was established as a residential condominium project in the City of Livonia, County of Wayne, State of Michigan, by the recording of a Master Deed on July 9, 1984, in Liber 22069, Page 731 through 778, First Restated Master Deed on December 11, 1984, in Liber 22226, Pages 646 through 695, Second Amended and Restated Master Deed on February 4, 1985, in Liber 22272, Page 897, Third Amended and Restated Master Deed on August 18, 1985, in Liber 22480, Page 216, Fourth Amended and Restated Master Deed on September 25, 1986, in Liber 22937, Pages 473 through 524, Fifth Amended and Restated Master Deed on May 30, 1990, in Liber 24668, Pages 360 through 410, First Amendment to Fifth Amended and Restated Master Deed recorded in Liber 29545, Page 964, and Second Amendment to Fifth Amended and Restated Master Deed recorded on August 6, 2004 in Liber 41061, Page 72 et seq., Wayne County Records and was designated as Wayne County Condominium Subdivision Plan No. 192; and,

WHEREAS, Aspen Place is administered by Aspen Place Condominium Association, the Michigan non-profit corporation designated to administer the affairs of the project pursuant to said Master Deed; and,

WHEREAS, amendments to the Fifth Amended and Restated Master Deed were duly proposed, adopted and approved by the requisite majority of the co-owners and mortgagees, in accordance with MCL 559.190 and MCL 559.190a for the purpose of revising certain duty allocations;

NOW, THEREFORE, Article IV Section C (3) is hereby amended to read as follows:

**(3) The exterior of all buildings (excluding patios and exterior decks) but including exterior trim and hardware and exterior unit entry doors, (excluding storm doors) and the periodic caulking and painting of the exterior window frames.**

WAYNE COUNTY TREASURER  
1/14/09 LN

EXAMINED AND APPROVED  
DATE JAN 14 2009  
BY N/C MPM  
NORMAN C. DUPUIE  
PLAT ENGINEER

In all other respects the Fifth Amended and Restated Master Deed, as previously amended, is hereby ratified and confirmed.

Executed on January 9<sup>th</sup>, 2009

ASPEN PLACE CONDOMINIUM ASSOCIATION

BY: Gregory Sebel  
Gregory Sebel, President

STATE OF MICHIGAN)

) ss.

COUNTY OF WAYNE)

The foregoing Third Amendment to Fifth Amended and Restated Master Deed of Aspen Place Condominium Association was acknowledged before me, a notary public on the 9<sup>th</sup> day of January, 2009, by Gregory Sebel, known to me to be the President of Aspen Place Condominium Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by affirmative vote of the co-owners of the Association and that he has executed this Third Amendment to Fifth Amended and Restated Master Deed as his own free act and deed on behalf of the Association.

Nicole Tetreau  
Nicole Tetreau, Notary Public  
State of Michigan, County of Wayne  
My commission expires: 03/04/2012  
Acting in the County of Wayne

DRAFTED BY AND WHEN RECORDED  
RETURN TO:  
D. DOUGLAS ALEXANDER (P29010)  
ALEXANDER, ZELMANSKI & LEE, PLLC  
44670 ANN ARBOR RD., STE. 170  
PLYMOUTH, MI 48170

**NICOLE TETREAU**  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires 03-04-2012  
Acting in the county of Wayne

10006700  
AUG 05 2004

\$92.00 DEED  
Receipt #270976  
RECORDED  
BERNARD J. YOUNG, REGISTER OF DEED

EXAMINED AND APPROVED  
DATE 05 AUG 2004  
BY DL N/c  
DANIEL P. LANE  
PLAT ENGINEER

\$6.00 REMONUMENTATION

LI-41061 Pa-72 204421343 08/04/2004 Bernard J. Youngblood NCRRD

SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED MASTER DEED  
OF  
ASPEN PLACE CONDOMINIUM

WHEREAS, Aspen Place was established as a residential condominium project in the City of Livonia, County of Wayne, State of Michigan, by the recording of a Master Deed on July 9, 1984, in Liber 22069, Page 731 through 778, First Restated Master Deed on December 11, 1984, in Liber 22226, Pages 646 through 695, Second Amended and Restated Master Deed on February 4, 1985, in Liber 22272, Page 897, Third Amended and Restated Master Deed on August 18, 1985, in Liber 22480, Page 216, Fourth Amended and Restated Master Deed on September 25, 1986, in Liber 22937, Pages 473 through 524, Fifth Amended and Restated Master Deed on May 30, 1990, in Liber 24668, Pages 360 through 410, First Amendment to Fifth Amended and Restated Master Deed recorded in Liber 29545, Page 964, Wayne County Records and was designated as Wayne County Condominium Subdivision Plan No. 192; and,

WHEREAS, Aspen Place is administered by Aspen Place Condominium Association, the Michigan non-profit corporation designated to administer the affairs of the project pursuant to said Master Deed; and,

WHEREAS, amendments to the Condominium Bylaws (Exhibit A to the Master Deed) were duly proposed, adopted and approved by the requisite majority of the co-owners on May 20, 2004, in accordance with Article VIII of the Amended and Restated Condominium Act for the purpose of generally updating same;

NOW, THEREFORE, the attached Amended and Restated Bylaws (Exhibit A to the Master Deed) supersede and replace the Condominium Bylaws that were attached as Exhibit A to the original Master Deed and any amendments to that document adopted prior to the date of this amendment.

ASPEN PLACE CONDOMINIUM ASSOCIATION

BY: Gregory Sebel  
Gregory Sebel, President

STATE OF MICHIGAN)  
) ss.  
COUNTY OF WAYNE)

The foregoing Second Amendment to Fifth Amended and Restated Master Deed of Aspen Place Condominium Association was acknowledged before me, a notary public on the 26th day of July, 2004, by Gregory Sebel, known to me to be the President of Aspen Place Condominium Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by

WAYNE COUNTY TREASURER  
Michael S-504

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affirmative vote of the co-owners of the Association and that he has executed this Second Amendment to Master Deed as his own free act and deed on behalf of the Association.

*Denise Ann Campbell*  
DENISE ANN CAMPBELL  
NOTARY PUBLIC WAYNE CO, MI  
MY COMMISSION EXPIRES Oct 13, 2008

\_\_\_\_\_, Notary Public

State of Michigan, County of Wayne

My commission expires: 10/13/08

Acting in the County of Wayne

DRAFTED BY AND WHEN RECORDED

RETURN TO:

D. DOUGLAS ALEXANDER (P29010)

ALEXANDER, ZELMANSKI & LEE, PLLC

44670 ANN ARBOR RD., STE. 170

PLYMOUTH, MI 48170



90086376

L124668PA360

FIFTH AMENDED AND RESTATED

MASTER DEED

ASPEN PLACE CONDOMINIUMS

(Act 59 of the Public Acts of 1978 as amended)

Aspen Place Condominium Association, a Michigan Nonprofit Corporation, organized to maintain, manage and administer Aspen Place Condominiums, a Condominium Project, pursuant to the Fourth Amended and Restated Master Deed thereof recorded in Liber 22937, Pages 473 through 524, inclusive, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan No. 192, hereby amends and restates the Master Deed of Aspen Place Condominiums, including amending and restating the Bylaws (Exhibit "A" to the Master Deed), pursuant to the authority reserved to the Association to so amend in Article X-B(2) of the Fourth Amended and Restated Master Deed and Article XI, Section 3 of the Bylaws (Exhibit "A" to the Master Deed).

NOW, THEREFORE, the Aspen Place Condominium Association does, upon the recording hereof, re-establish Aspen Place Condominiums as a Condominium Project under the Act and declare that Aspen Place Condominiums (hereinafter referred to as "The Condominium Project") shall after establishment 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, restrictions, conditions, uses, limitations and affirmative obligations set forth in this Master Deed together with Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden of and benefit to the Developer, its successors and assigns, and any person acquiring or owning an interest in said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the said "Condominium Project," it is hereby provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Aspen Place Condominiums, Wayne County Condominium Subdivision Plan No. 192. The architectural plans for the Project were approved in accordance with the requirements of the City of Livonia, Michigan. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

The Aspen Place Condominiums Project site is situated in the City of Livonia, Wayne County, Michigan and described as follows:

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MAY 11 1999  
LIVONIA MI  
COUNTY OF DEEDS  
PH 4: 19

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A part of the Southeast 1/4 of Section 7, T1S, R9E, City of Livonia, Wayne County, Michigan; more particularly described as commencing at the East 1/4 corner of said Section 7; thence S89°58'20"W, 90.00 feet along the east and west 1/4 line of said Section 7, to the West line of Newburgh Road and the point of beginning; thence S00°09'10" W, 627.39 feet, along the West line of said Newburgh Road, to the Northerly line of North Laurel Park Drive; thence S89°58'00"W, 150.00 feet, along the Northerly line of said North Laurel Park Drive; thence S78°39'24" W, 152.97 feet, along the Northerly line of said North Laurel Park Drive; thence S89°58'00"W, 281.60 feet along the Northerly line of said North Laurel Park Drive; thence N00°09'10" E 657.45 feet to the East and West 1/4 line of said Section 7; thence N89°58'20"E 581.50 feet along the East and West 1/4 line of said Section 7; to the point of beginning. All of the above containing 8.61 acres and is subject to easements, restrictions and right-of-ways of record.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as by way of example and not by way of limitation, the Articles of Incorporation and Corporation Bylaws and Rules and Regulations of the Aspen Place Condominium Association, a Michigan non-profit corporation, deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of or transfer of interest in Aspen Place Condominiums as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- A. The "Act" means Act 59 of the Public Acts of 1978, as amended and Act 538 of the Public Acts of 1982, as amended.
- B. "Association" or "Association of Co-owners" shall mean 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. Any actions required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan. The Association is the person designated in the Condominium Documents to administer the Condominium Project.
- C. "Condominium Bylaws" means Exhibit "A" attached hereto being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by the "Act" to be recorded as part of the Master Deed.
- D. "Corporation Bylaws" means the Corporate Bylaws of Aspen Place Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- E. "Unit" means the enclosed space constituting a single, complete, residential Unit in Aspen Place Condominiums as such space may be described in Exhibit "B" hereto and has the same meaning as the term "Condominium Unit" as defined by the Act.
- F. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Corporation Bylaws and Rules and Regulations, if any, of the Association.

- G. "Condominium Project," "Condominium" or "Project" means Aspen Place Condominiums as a Condominium Project established in conformity with the provisions of the Act.
- H. "Condominium Subdivision Plan" means Exhibit "B" hereto.
- I. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who, or which owns one or more Units in the Condominium Project and shall include a land contract vendee. The term "Owner" wherever used will be synonymous with the term "Co-owner."
- J. "Condominium Premises" means and includes the land and buildings, all improvements and structures thereon and all easements, rights, and appurtenances belonging to Aspen Place Condominiums as described above.
- K. "Common Elements" where used without modification shall mean both the General and Limited Common Elements described in Article IV hereof.
- L. "Developer" shall mean "Tri-Mount Development Co., Inc., who has made and executed this Master Deed, its successors and assigns.
- M. Whenever any reference herein 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 shall also be included to the plural where the same would be appropriate.

#### ARTICLE IV

#### COMMON ELEMENTS

The Common Elements of the Project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

- A. The General Common Elements are:
  1. The land described in Article II hereof, including sidewalks and roadways but specifically excluding the approach and driveways leading from the main roadways into the garage area of each Condominium Unit.
  2. The electrical wiring network throughout the Project up to the point of connection with the wall panel of an individual Condominium Unit and excluding the electrical wiring in an individual Condominium Unit, circuit breaker, switches, outlets, light fixtures, air conditioning Units and other electrically operated appliances within any individual Condominium Unit.
  3. The gas line network throughout the Project up to the point where the gas line connects with the shutoff valve in the basement of an individual Condominium Unit which that gas line serves. Where applicable, a gas line (General Common Element) may pass through a Condominium Unit other than that served by the particular gas line.
  4. The telephone wiring network throughout the Project up to the point of connection where each Unit's telephone service intersects with the main telephone line within each building.

5. The water distribution system through the Project up to the point of connection where each Unit's water line connects to the divisional valve serving a particular Condominium Unit. Where applicable, the water line (General Common Element) may pass through a Condominium Unit other than that served by the particular water line.
6. The storm drainage systems throughout the Project including sump pumps in any individual Condominium Unit.
7. The sanitary sewer system throughout the Project up to the point of connection where each Unit's sanitary sewer connects with the sanitary sewer clean-out serving a particular Condominium Unit. Where applicable, the sanitary sewer line may pass through a Condominium Unit other than that served by the particular sanitary sewer line.
8. The foundations, supporting columns, Unit roofs, walls, as shown on Exhibit "B", ceilings, floor construction, chimneys, exterior unit entry door, unit garage door, and exterior window frames.
9. All elements of the Project designated as General Common Elements in Exhibit "B" to this Master Deed.
10. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit, which are not designated as Limited Common Elements in Exhibit "B" or in subsection B of this Article and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The Limited Common Elements are:

1. Interior surfaces of Unit perimeter walls, ceilings, and floors contained within such Units all of which shall be subject to the exclusive enjoyment and usage of the Co-owner of each such Unit.
2. All windows and doors.
3. Each individual furnace, air conditioner and compressor shall be limited in use to the Co-owner of the individual Unit which is served by each such described appliance including all duct work and transmission lines appurtenant thereto.
4. Porches and walkways leading to the porches shall be limited to the exclusive use and enjoyment of the Co-owners whose Units are served by such porch.
5. Cooling and heating duct work, electrical wiring, floors and ceilings of each Unit shall be limited in use to the Co-owner who is served by such cooling and heating duct work and electrical wiring.
6. The driveway approaches leading from the private roadways shall be limited in use to the Co-owners served by such driveway approaches.
7. The driveway area in front of each garage shall be limited in use to the Co-owner of the applicable individual Condominium Unit.

8. The individual water meters serving each Condominium Unit shall be limited to the exclusive use and enjoyment of the Co-owner whose Unit is served by such water meter.
- C. Costs of maintenance, repair and replacement of all General Common Elements described in subparagraph A of this Article shall be borne by the Association except as noted below.

(1) The common expenses associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element shall be specifically assessed against the Condominium Unit to which that Limited Common Element was assigned at the time the expenses are incurred. Any other unusual common expenses benefiting less than all of the Condominium Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with the reasonable provisions and as is set forth in Section 69 of the Act.

(2) The amount of all common expenses not specifically assessed in accordance with the foregoing shall be assessed against the Condominium Units in proportion to the number of votes in the Association of Co-owners appertaining to each Condominium Unit in the manner set forth in Section 69(3) of the Act.

(3) The Association shall have the specific responsibility to decorate, maintain, repair and replace the following items; the cost for these items shall be considered expenses of administration:

- a. All landscaped areas.
- b. All sidewalks and private roadways.
- c. The exterior of all buildings (excluding patios and exterior decks) but including exterior trim and hardware and exterior unit entry doors, (excluding storm doors) and the exterior window frames.
- d. Exterior entry door and garage door.
- e. Mailbox and mailbox stands, if any.
- f. Rubbish removal systems, if any.
- g. All common lighting.
- h. The underground water sprinkling system.
- i. All other items as set forth in Section A above and referred to as General Common Elements.

(4) Each Co-owner shall have the responsibility to decorate, maintain, repair and replace the following items:

- a. All appliances within a Unit and supporting hardware including, but not limited to, furnace, humidifier, air cleaner, air conditioning and compressor; garbage disposal, dishwasher, range and oven, vent fan, duct work, vent covers and filters and hot water heaters.
- b. All doors (including storm doors and screens) and related hardware within the individual Unit and all windows. Painting and decorating of the exterior of such Units shall be the responsibility of the Association in accordance with the provisions of Subparagraph C.3., hereinabove.

- c. All electrical fixtures or appliances within an individual Unit including, but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. Any modification to the existing electrical system must be approved by the Board of Directors in writing and completed by a licensed electrician.
- d. Any electrical outlets and fixtures connected to an individual Unit's electrical meter but located on the exterior of a Unit.
- e. All plumbing fixtures, including shutoff valves, wax rings and washer located on or within an individual Unit's perimeter walls.
- f. All cabinets, counters, interior doors, closet doors, sinks, tile (either floor or wall) and related hardware.
- g. All improvements or decorations including, but not limited to, paint, wallpaper, carpeting and trim.
- h. Individual Unit drain lines located within the Unit perimeter walls except sump pumps and sump drain lines located in individual Units.
- i. All Limited Common Elements assigned to an individual Condominium Unit, excluding driveway approaches, driveways, approach walks, exterior unit entry door and unit garage door.
- j. All other items not specifically enumerated above which may be located within an individual Unit's perimeter walls.
- k. The costs of decoration and maintenance of all surfaces referred to in Article IV B.1 shall be borne by the Co-owner of each Unit to which said Limited Common Elements are appurtenant.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project 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

- A. Each Unit in the Condominium Project is described in this Paragraph with reference to the Condominium Subdivision Plan of Aspen Place Condominiums as surveyed by Millettics and Associates and Smith/Schurman Associates, Inc. and attached hereto as Exhibit "B". Each Condominium Unit shall include all that space contained within the interior, finished, unpainted walls and ceilings and from the finished sub-floor or basement floor where applicable, all as is shown on the floor plans and sections in Exhibit "B" hereto. The dimensions shown on the perimeter plan in Exhibit "B" have been or will be physically measured. In the event that the dimensions on a measured perimeter plan of any specific Unit differ from the dimensions of the typical foundation plan for such Unit in Exhibit "B", then the typical upper-floor plan for such Unit shall be deemed to be automatically changed for such specific Unit in elevations.



B. The percentage of value assigned to each Condominium Unit is set forth in subparagraph C below. The percentages of value are computed on the basis of assigning an equal percentage of value for each Unit with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the common elements. The total value of the Project is 100%. The percentage of value allocated to each Condominium Unit may be changed only with the unanimous consent of all Co-owners expressed in an amendment to this Master Deed, duly approved and recorded, except that changes may be specifically made in the percentages of value by the Developer without the consent of any Co-owners for the purposes of enlarging the Condominium development in accordance with the provisions of Article VI so as to increase the number of Condominium Units and reallocate the percentage of value set forth below so that the total percentage of value computed in accordance with the foregoing formula and distributed over the entire Condominium development as enlarged shall not exceed and shall equal 100%.

C. Set forth below are:

1. Each Condominium Unit number as it appears on the Condominium Subdivision Plan.
2. The percentage of value assigned to each Condominium Unit:

<u>Condominium Unit Number</u>	<u>Percentage of Value Assigned</u>
1	.0147
2	.0147
3	.0147
4	.0147
5	.0147
6	.0147
7	.0147
8	.0147
9	.0147
10	.0147
11	.0147
12	.0147
13	.0147
14	.0147
15	.0147
16	.0147
17	.0147
18	.0147
19	.0147
20	.0147
21	.0147
22	.0147
23	.0147
24	.0147
25	.0147
26	.0147
27	.0147
28	.0147
29	.0147
30	.0147
31	.0147
32	.0147
33	.0147
34	.0147
35	.0147
36	.0147
37	.0147
38	.0147

39	.0147
40	.0147
41	.0147
42	.0147
43	.0147
44	.0147
45	.0147
46	.0147
47	.0147
48	.0147
49	.0147
50	.0147
51	.0147
52	.0147
53	.0147
54	.0147
55	.0147
56	.0147
57	.0147
58	.0147
59	.0147
60	.0147
61	.0147
62	.0147
63	.0147
64	.0147
65	.0148
66	.0148
67	.0148
68	.0148

Each Condominium Unit shall have an undivided interest in the common elements proportionate to its percentage of value as hereinabove set forth in the manner provided for in Section 37 of the Act.

- D. The dimensions of Units and/or limited common elements appurtenant to any Units described in Exhibit "B" may be modified in the Developer's sole discretion by enlargement or reduction in size by amendment affected solely by the Developer and its successors, without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or limited common element. Such modified Unit shall not be constructed without the prior amendment of the Master Deed. The Developer may, in connection with any such amendment, readjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit or limited common element modification based upon the method of original determination of percentage of value for the Project. All of the Co-owners and mortgagees of Units or other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendment to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocations of percentages of value of existing Units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

## ARTICLE VI

## EASEMENTS

- A. In the event that any portion of a Condominium Unit or Common Element encroaches upon another Condominium Unit or Common Element due to shifting, settling or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment so long as such encroachment exists and for the maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities of the Condominium. There shall exist easements of support with respect to any Unit's interior wall which supports a Common Element.
- B. The Association, acting through its lawfully constituted Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.
- C. The Association, acting through its lawfully constituted Board of Directors, shall be empowered to dedicate any portion of the Common Elements to the public, without the consent of any Co-owner or mortgagee of a Unit.
- D. The Association and all public or private utilities shall have such easements as may be necessary over 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 any common meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.
- E. The Association, acting through its lawfully constituted Board of Directors, shall have the power to grant such easements, licenses, and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video text, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic

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

## ARTICLE VII

### IMPROVEMENTS OR ALTERATIONS TO CONDOMINIUM UNITS

A Co-owner may make improvements or alterations within the interior of a Condominium Unit provided that said improvements or alterations do not impair the structural integrity of the structure or otherwise lessen the support of a portion of the Condominium Project. No Co-owner shall do anything which would change the exterior appearance of a Condominium Unit or any other portion of the Condominium Project except by the following procedure:

- A. Application for such alterations or changes shall be made in writing to the Board of Directors of the Association, together with sufficient plans, drawings, or renderings as may be necessary to enable the Association to understand and evaluate the proposed changes.
- B. The Board of Directors shall then appoint an architectural control committee for purposes of reviewing the proposal. The members of said committee need not be members of the Board of Directors but a Director shall not be disqualified from serving on such committee.
- C. The Committee may seek opinions from the Co-owners of the development and shall, within a reasonable time prescribed by the Directors, render a recommendation and report to the Board of Directors.
- D. The Board of Directors shall thereupon adopt a resolution either granting the permission for such alteration or denying same; provided, however, the Board of Directors shall approve only those modifications that do not impair the soundness, safety, utility or architectural harmony of the Condominium Project.
- E. In the event that such application for changes are approved by the Board of Directors, it shall be subject to a written undertaking by the Co-owner acknowledging that all of the improvements are to be at the Co-owner's sole expense. Further, that damage, if any, to the Common Elements, will be repaired promptly the Co-owner at his sole expense and that the improvements will be completed by a date to be determined and established by the Board of Directors.
- F. No Co-owner shall install any exterior storm doors or storm windows without the specific approval of the Board of Directors of the Association.
- G. Further provisions governing improvements or alterations by Co-owners are set forth in Article VI, Section 3 of the Condominium Bylaws (Exhibit "A" hereto).

All proceedings under this Article shall be specifically in accordance with Section 47 of the Act, as amended.

## AMENDMENT

- A. Administration of the Condominium Project shall be governed by Bylaws recorded as part of this Master Deed and designated as Exhibit "A" to this Master Deed. An Amendment to the Bylaws shall be governed by the provisions of those Bylaws, Exhibit "A" to this Master Deed, and by Section 54 of the Act. Any Amendment shall be inoperative until recorded.
- B. A change in the Condominium Project shall be reflected by an Amendment to the appropriate Condominium Documents. If a change involves a change in the boundaries of a Condominium Unit or the addition or elimination of Condominium Units, a replat of the Condominium Subdivision Plan shall be prepared and recorded assigning a Condominium Unit number to each Condominium Unit in the amended Project. The foregoing shall conform to the requirements of Section 57 of the Act.
- (1) The Condominium Documents may be amended by the Association without the consent of Co-owners or mortgagees if the Amendment does not materially alter or change the rights of a Co-owner or mortgagee.
  - (2) Except as provided in this Article, the Master Deed, Bylaws and Condominium Subdivision Plan may be amended, even if the Amendment will materially alter or change the rights of the Co-owners or mortgagees with the consent of not less than 2/3 of the votes of the Co-owners and mortgagees. Mortgagees shall have one vote for each mortgage held.
  - (3) An amendment of the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, requires the consent of each affected Co-owner and mortgagee. The Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the consent of the affected Co-owner.
  - (4) The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of the Co-owners and mortgagees and as otherwise allowed by law.
  - (5) Co-owners and mortgagees of record shall be notified of proposed Amendments under this Section not less than ten days before the Amendment is recorded.
  - (6) The person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the Amendment except for Amendments approved by a vote of 2/3 of Co-owners and mortgagees, the costs of which are expenses of administration.
  - (7) A Master Deed Amendment shall comply with the standards prescribed in Section 66 of the Act for preparation of an original Condominium Subdivision Plan for the Project.

- (8) An Amendment to the Master Deed or other recorded Condominium Documents shall not be effective until the Amendment is recorded.
- (9) A copy of the recorded Amendment shall be delivered to each Co-owner of the Project.

WITNESSES:

ASPEN PLACE CONDOMINIUM  
ASSOCIATION, a Michigan  
Nonprofit Corporation

Janice L. Tansel  
Janice L. Tansel

By: Joseph Moravek  
Joseph Moravek  
Its: President

Teresa L. Duddles  
Teresa L. Duddles

STATE OF MICHIGAN }  
COUNTY OF OAKLAND } SS.

The foregoing Fifth Amended and Restated Master Deed of Aspen Place Condominiums was acknowledged before me, a Notary Public, on this 4<sup>th</sup> day of May, 1990, by Joseph Moravek, President of Aspen Place Condominium Association, a Michigan Nonprofit Corporation, who acknowledged the within instrument, based upon the authority given to him pursuant to a vote of the members of Aspen Place Condominium Association tallied and inspected on March 30, 1989, at which time the within Amendment was approved by at least two-thirds (2/3) of the Co-owners in number and in value and pursuant to the consent of two-thirds (2/3) of the holders of mortgages of record against the respective units in the Condominium and that the within amendment is executed and signed as his free act and deed on behalf of the Association.

M. Katherine Michael  
M. Katherine Michael  
Notary Public  
Oakland County, MI  
My Commission Expires: 7/23/90

Dated: May 4, 1990

FIFTH AMENDED AND RESTATED MASTER DEED  
DRAFTED BY AND WHEN RECORDED RETURN TO:  
Robert M. Meisner, Esq.  
MEISNER AND HODGDON, P.C.  
30200 Telegraph Road, Ste. 467  
Birmingham, MI 48010

MKM/jtd-050390

ASPEN PLACE CONDOMINIUM  
AMENDED AND RESTATED CONDOMINIUM BYLAWS  
(EXHIBIT "A" TO THE MASTER DEED)

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Aspen Place Condominium, a residential Condominium located in the City of Livonia, County of Wayne, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, the duly adopted rules and regulations of the Association, and the laws of the State of Michigan.

These Bylaws shall constitute the Bylaws referred to in the Master Deed and required by Section 3 (8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Michigan Nonprofit Corporation Act.

Section 2. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

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

A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE IIASSESSMENTS

All expenses arising from the management, administration and operation of the Association pursuant to the Condominium Documents and the Act, shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

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

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

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

An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by additional or lump sum assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve fund should be used for major repairs and replacements of Common Elements.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments.

If the Board of Directors at any time determines, in its sole discretion that the assessments levied are or may prove to be insufficient:

(1) to pay the costs of operation, management, insurance, maintenance and repair of the Condominium;



- (2) to provide replacements of existing Common Elements;
- (3) to provide additions to the Common Elements not exceeding five Thousand Dollars (\$5,000.00), in the aggregate, annually, or
- (4) in the event of emergencies,

the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-owner approval as it shall deem to be necessary.

The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general and/or additional assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, other than additional assessments referenced in subsection (a) of this Section 3, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to:

- (1) assessments for additions to (and not repair or replacement of) the Common Elements of an aggregate cost exceeding Five Thousand Dollars (\$5,000.00) per year;
- (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof;
- (3) assessments for any other appropriate purpose not elsewhere herein described.

Special assessments referred to in this subsection (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in number and in value. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

Section 3. Apportionment Of Assessments: Default In Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit.

Annual assessments as determined in accordance with Article II, Section 2 (a) above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. The

payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge shall be assessed for any assessment in default paid more than fifteen (15) days after its due date. The late charge shall be in the amount of Twenty-five Dollars (\$25.00) or such other amount as may be determined by the Board of Directors from time to time. In the event the board establishes a new late charge amount, it shall give written notice to all members thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default over thirty (30) days shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, attorney fees, interest and costs and thereafter against assessments in order of oldest delinquency.

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

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

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

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

Notwithstanding the foregoing, a judicial foreclosure action shall not be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his/her or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional and/or a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by or in the form of a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The Affidavit may contain other information that the Association of Co-owners considers appropriate as per the Michigan Condominium Act including but not limited to the amount of any unpaid interest, costs, attorney fees, future assessments, court costs and/or unpaid monetary fines. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the Co-owner. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees), late charges, unpaid monetary fines and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default including late charges and unpaid monetary fines, if any, and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from the Co-owner's Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any person claiming under such Co-owner as provided by the Act.

Section 6. Liability Of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which acquires title to the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title by such holder, purchaser or assignee (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

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

Section 8. Personal Property Tax Assessment Of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 9. Construction Lien. A construction lien (mechanic's lien) otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to the limitations set forth in Section 132 of the Act, including the following:

(a) A mechanic's lien for work performed upon a Unit or upon a Limited Common Element may attach only to the Unit upon which the work was performed.

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

(c) A mechanic's lien may not arise or attach to a Unit for work performed on the Common Elements not contracted by the Association of Co-owners.

Section 10. Statement As To Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except tax liens on the Unit in favor of any state or federal taxing authority and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as it may from time to time determine.

### ARTICLE III

#### ARBITRATION

Section 1. Scope And Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of both of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

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

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

#### ARTICLE IV

#### INSURANCE

Section 1. Insurance Responsibility of the Association. The Association shall carry property insurance, general liability insurance, officers and directors liability insurance, workers compensation insurance, if applicable, and such other insurance as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the General and Limited Common Elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

(a) Insurance Responsibility of the Association and the Co-owners. It shall be each Co-owner's responsibility to determine by personal investigation the nature and extent of insurance coverage needed to protect his/her Unit, his/her personal property located within his/her Unit or elsewhere in the Condominium and for his/her personal liability for occurrences within his/her Unit or upon the Limited Common Elements appurtenant to his/her Unit and also for additional living expenses. Each Co-owner may obtain insurance coverage at his/her own expense upon the building items within his/her Unit which were furnished with the Unit by the Developer however it will be considered to be excess insurance since the Association's property insurance will be primary coverage as described below. The Association shall purchase insurance for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of Certificates of Insurance with mortgagee endorsements to the mortgagees of the Co-owners. Each Co-owner and the Association shall use their best efforts to obtain insurance whereby the insurers waive their rights of subrogation as to any claims against any Co-owner and the Association.

(b) Insurance of Common Elements. All Common Elements of the Condominium shall be insured against fire, perils covered by a standard extended coverage endorsement, vandalism, malicious mischief and any other cause of loss deemed advisable by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, including code reconstruction, if applicable, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all building items including fixtures, equipment and trim within a Unit which were furnished with the Unit by the Developer. Each Co-owner shall be solely responsible to insure all betterments, improvements, and additions to their Unit and its appurtenant Limited Common Elements. The property insurance coverage shall be written on a Blanket Amount basis including an Agreed Value clause for the entire Condominium with appropriate provisions in order that no coinsurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction and the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that the Co-owners shall be enabled to judge the adequacy of such coverage. Upon re-evaluation and effectuation of coverage, the Association shall notify all the Co-owners of the nature and extent of all changes in coverages.

(c) General Liability Insurance. General liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The general liability insurance shall cover: (1) the Association; (2) each Co-owner of the Condominium but only with respect to his/her liability arising out of the ownership, maintenance or repair of that portion of the premises which is their duty as such; and (3) any person or organization while acting as a managing agent for the association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

(d) Officers and Directors Liability Insurance. Officers and directors liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The liability insurance shall cover any persons who now are, or shall become duly elected or appointed directors or officers of the Association. The policy may also have to be endorsed to include "prior acts" coverage for persons who had been duly elected or appointed directors or officers of the Association if it is determined that previous expiring policies do not cover claims for wrongful acts reported after the expiration or termination date of those expiring policies.

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

(f) 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, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever Article V of these Bylaws requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Hazard insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the project unless all of the holders of mortgages on Units, and all Co-owners, in the Condominium have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as the true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium, the Unit and the Common Elements appurtenant thereto. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. Responsibility For Reconstruction Or Repair. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) One Or More Units Tenantable. In the event the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be

terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.

(b) No Unit Tenantable. In the event the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of all the Co-owners in number and in value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair In Accordance With Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless 66 2/3rds percent of the Co-owners in number and in value shall consent to do otherwise.

Section 3. Co-owner And Association Responsibilities. In the event the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association subject to the terms and conditions of the Master Deed.

Section 4. Co-owner Responsibility For Repair. Each Co-owner shall be responsible for the reconstruction, repair, maintenance, replacement and decoration of the interior of the Co-owner's Unit, including all finished flooring and floor coverings, all interior walls, wall coverings, interior trim and, including, without limitation the following items:

(a) All appliances within the Unit and supporting hardware, including, but not limited to, gas fireplaces, furnace, humidifier, air cleaner, air conditioner, garbage disposal, dishwasher, range, oven, microwave oven, vent fan, duct work, vent covers, filter, water softeners, water filters and water heaters, if any.

(b) Interior of entry door and its deadbolts, locking mechanism, handles and knobs on both sides of door, all interior doors and related hardware within the individual Unit and door from interior into garage. Storm door, closer and all related locks and hardware for storm door.

(c) All electrical fixtures and appliances within the individual Unit, including, but not limited to, doorbell and alarms systems (all components inside of Unit), lighting fixtures, switches, outlets, antenna outlets and circuit breakers, and all exterior photocells on garages and porches.

(d) All plumbing fixtures including commodes, tubs, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals and washers.

(e) All cabinets, counters, sinks, tile and wood, either floor or wall, and related hardware.

(f) All improvements and decorations including, but not limited to, paint, wallpaper, paneling, carpeting, linoleum and trim.

(g) Individual Unit drain lines located within the Unit perimeter walls (foundation); however, in the event a drain line services more than one Unit, then in that event, the Association will be responsible for its reconstruction, repair, maintenance and replacement.

(h) All other items not specifically enumerated above which may be located within the individual Unit's perimeter walls.

In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 of this Article V provided, however, that the portion of the expense incurred but not recovered by virtue of any insurance deductible shall be the Co-owner's obligation. Deductible expenses shall be pro-rated between the common element and non-common element portions of the loss in such events. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgage endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event damage to a Co-owner's Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. Association Responsibility For Repair. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements as provided in the Master Deed and any incidental damage (as that term is hereafter defined) to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. "Incidental damage" shall be defined as damage incurred to the drywall and/or floor of a Unit, but excludes any damage to the contents of a Unit, such as wallpaper, carpeting, paneling, furniture, and personal property. Notwithstanding anything hereinabove to the contrary, the responsibility of the Association for "incidental damage" to a Unit under the provisions of this Section 5 shall not exceed the sum of \$1,000.00 per occurrence. Any "incidental damage" to a Unit as described in this Section 5 in excess of \$1,000.00 shall be borne by the Co-owner of the Unit. In the event that the Co-owner shall have insurance which covers "incidental damage" as herein defined, the Association shall not be liable for any "incidental damage" and the insurance carrier of the Co-owner shall have no right of subrogation against the Association. This Article shall not be construed to require replacement of mature trees or vegetation with equivalent trees or vegetation.

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in the Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

Section 6. Timely Reconstruction And Repair. The Association or Co-owner responsible for the reconstruction, repair and/or maintenance shall proceed with and complete reconstruction, repair, maintenance or replacement of the damaged property without delay.

Section 7. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain.

(a) Taking of Entire Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his/her mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable



to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his/her mortgagee, as their interests may appear.

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

(c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be 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 to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. A Unit partially taken shall receive a reallocated percentage of value based pro rata on the percentage taken. 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, but only with the prior written notice to all holders of first mortgage liens on individual Units in the Condominium.

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

Section 8. Mortgages Held By FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$10,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 9. Priority Of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

Section 1. Residential Use. No Unit in the Condominium shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No Unit shall be used for any commercial, manufacturing, industrial or business purposes that create any nuisances or liability exposures, such as, but not limited to, customer/client/patient visits, noise, traffic or parking congestion, odors, vibrations or anything else that might detract from the peaceful and residential character of Aspen Place.

Section 2. Leasing And Rental.

(a) A Co-owner may lease his/her Unit for the same purposes set forth in Section 1 above provided the occupancy is only by the lessee. No rooms in a Unit may be rented and no transient tenants (those occupying less than sixty days) accommodated. An exact copy of the proposed lease shall be provided to the Association ten (10) days prior to presenting it to the tenant for execution and shall specifically state that the tenant acknowledges that he/she must abide by all of the terms and conditions of the Condominium Documents including the Association's rules and regulations.

(b) Violation of Condominium Documents by Tenants or Non-Co-owner Occupants. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceedings. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(c) Arrearage in Condominium Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions. Pursuant to the Michigan Condominium Act, if the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association of Co-owners, then the Association of Co-owners may do the following:

(1) issue a statutory notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) initiate proceedings pursuant to MCL 559.212(4)(b).

Section 3. Alterations And Modifications Of Units And Common Elements. No Co-owner shall make alterations in exterior appearance or make structural modifications to the Co-owner's Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the advance express written approval of the Board of Directors (which approval shall be in recordable form), including, but not by way of limitation, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning. Over the air reception devices including but not limited to satellite dish antennas shall not be attached or installed upon any general

common element without the advance written permission of the Board of Directors. Over the air reception devices such as satellite dish antennas may be installed within Units or Limited Common Elements in accordance with the rules and regulations of the Federal Communications Commission. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound.

The foregoing is subject to the applicable provisions of the Michigan Condominium Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Act at MCL 559.147a, as amended from time to time.

The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement.

No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pumps, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments, including, but not limited to, patios and finished basements of any nature that restrict such access and will have no responsibility for repairing or reinstalling any materials, (whether or not installation thereof has been approved hereunder), that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No unlawful or nuisance activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animals shall be kept or be brought on to the condominium premises by any person unless specifically approved in writing by the Association. No more than two cats or two dogs or one dog and one cat may be kept on the premises of the Condominium. No animal may be kept or bred for any commercial purpose. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and all animals shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals.

No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof.

Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. Small animals which are constantly caged, such as small birds or fish, shall not be subject to the foregoing restrictions.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall remain indoors at all times. Only 30 gallon or larger plastic trash bags are permitted at the curb the night before trash collection, as well as recycling bins and other trash objects too large to fit in a trash bag. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by a co-owner, either in any Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Notwithstanding anything herein to the contrary, each Co-owner may store personal property (including boats and campers) owned by that Co-owner or by those residing with that Co-owner in the Limited Common Element parking spaces within each garage appurtenant to that Co-owner's unit, provided that (i) storage of any items of personal property for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personal property which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and, (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provisions of Article VI Section 8 hereof. Washing of vehicles permitted by these Bylaws which are owned by a Co-owner or those residing with that Co-owner shall be permitted in the Limited Common Element driveways of the Unit of owned by that Co-owner, provided the Association shall have the right to establish reasonable rules and regulations for such washing, including the time and manner thereof.

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

Section 8. Vehicles. No mopeds, motorcycles, house-trailers, recreational vehicles, or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles, sport utility vehicles and pickup trucks may be parked or stored upon the premises of the Condominium, unless inside the garage with the door closed. Recreational vehicles may however be parked for no more than three (3) hours for loading and three (3) hours for unloading and thereafter must be promptly removed. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. Each Co-owner shall park his/her vehicles in the garage space provided therefore and shall park any additional vehicle(s) which he/she owns in the Limited Common Element space assigned to him/her immediately adjoining his/her garage space. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. Vehicles shall not be parked in the streets with the exception of vehicles owned by guests which may be parked on a temporary basis only. Garage doors shall be kept closed at all times except for times of egress or ingress from garages.

Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, the term "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business.

Non-operational vehicles, and vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Vehicles which detract from the appearance of the Condominium shall not be parked or stored on the Condominium Premises. Parking on any street in the Condominium is prohibited except vehicles owned by guests which may be parked on a temporary basis only. Each Co-owner shall first park his/her vehicles in the garage space provided and any additional vehicle which he/she owns in the Limited Common Element space assigned to the co-owner immediately adjoining the garage space. Non-emergency maintenance or repair of motor vehicles is limited to the interior of the garage, with no loud noises, odors or fluid spills permitted.

The Association may, without any liability to itself or its directors, officers, property managers, agents or attorneys, cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to have adhesive stickers affixed to their windshield and/or to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may make reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. Signs, Advertising. No signs shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time for any reason without the advance written permission of the Association. This prohibition includes, but is not limited to, "For Sale" signs, "Open" signs, "Garage Sale" signs and political signs. No advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time without the advance written permission of the Association.

Section 10. Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting

representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

Section 11. Right Of Access Of Association. The Association or its duly authorized agents shall have access to each 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 for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium.

It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to the Co-owner's Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. In the event that it is necessary for the Association to gain access to a Unit to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws, including all damages resulting from any Co-owner or their tenants, family, occupants, invitees or contractor's failure or delay in providing access to the Association. The Association shall have no liability for damages to Co-owner alterations, betterments, improvements or customizations resulting from the Association's efforts to gain access to any common element nor shall the Association be held liable for the expenses of the removal or replacements of any such obstructions.

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

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract purchasers, 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 full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the

Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement and any other circumstances which if not promptly reported and attended to, could result in loss or damage to any Common Element. All damages resulting from the failure of the Co-owner to report any of the foregoing items may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each Co-owner shall have these responsibilities and liabilities regardless of whether they occupy the Unit or the Unit is occupied by their tenant, guest, etc.

Section 14. Unsightly Conditions. No unsightly condition shall be maintained upon any deck, atrium, courtyard or porch and only furniture and equipment consistent with ordinary deck, atrium, courtyard or porch use shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored on decks, atriums, courtyards or porches during seasons when such areas are not reasonably in use.

Section 15. Assessment Of Costs Of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations made by the Board of Directors of the Association under Article VI, Section 10 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 16. Association Exempt. The association shall be exempt from the duty to comply with any restriction in Article VI when acting in furtherance of its powers, purposes and duties.

Section 17. Each Condominium Unit has a fire protection sprinkler system installed in the basement. The Association shall inspect each basement fire protection sprinkler system annually in accordance with the requirements of NFPA Standard 13D and the BOCA Basic Fire Prevention Code 1981 Sections F-403.1 and F-403.8 and shall maintain records of the inspections in accordance with the applicable ordinance of the City of Livonia.

## ARTICLE VII

### MORTGAGES

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

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

Section 3. Notification Of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

## ARTICLE VIII

### VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Unit owned when voting by number and one (1) vote the value of which shall equal the total of the percentages allocated to the Units owned by such Co-owner as set forth in Paragraph 6 of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. Eligibility To Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. Land contract vendees shall be recognized as owners unless the vendor provides the Association with a copy of the land contract expressly reserving voting privileges to the vendor. 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. No Co-owner who is in default of a duty to pay any sum to the Association shall be entitled to vote until such default is cured.

Section 3. Designation Of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, partnership, association, trust, or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Voting. Votes may be cast in person or by proxy or by a written ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. No person may be appointed as proxy for more than five (5) designated voting representatives at any given meeting. Proxies and any ballots must be filed with the Secretary of the Association, or such other person as the Association shall designate no later than twenty four (24) hours before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 5. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage in both number and value of all Co-owners.

## ARTICLE IX

### MEETINGS

Section 1. Location; procedure. Meetings of the Association shall be held at such suitable place convenient to the Co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the laws of the State of Michigan.



Section 2. Annual Meeting; Agenda. Annual Meetings of members of the corporation shall be held during the month of May at such date, time and place as the Board of Directors shall direct. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them. At the Annual Meeting of members, the order of business shall be as follows unless otherwise determined by the Board:

- (a) Calling the meeting to order.
- (b) Proof of notice of the meeting.
- (c) Determination of Quorum.
- (d) Reading of minutes of the last previous Annual Meeting.
- (e) Reports from officers.
- (f) Reports from committees.
- (g) Election of directors.
- (h) Miscellaneous business.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of a majority of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Membership Meeting Notices. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) calendar days but not more than sixty (60) calendar days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

**Section 5. Quorum.** The presence in person or by proxy of 35% in number and value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

Section 6. Adjournment for Want of Quorum. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE XBOARD OF DIRECTORS

Section 1. Eligibility, Compensation. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation or the legal spouse of a member except that officers, partners, trustees, employees or agents of members that are legal entities and not individual persons may be designated by such entities to serve as directors, if elected, of the corporation. Directors shall serve without compensation. No candidate for election or appointment to the Board of Directors shall be eligible if delinquent in the payment of any sum of money owed to the Association. Only one person per Unit shall be eligible as a candidate notwithstanding the fact that the Unit is jointly owned by two or more persons and/or entities. If a member is a partnership then only a partner thereof shall be qualified and eligible to serve as a director. If a member is a corporation, then only a shareholder or a director thereof shall be qualified and eligible to serve as a director. Any Co-owner landlord who is neither a partnership nor a corporation shall be qualified and eligible to serve as a director only in his or her individual capacity and the tenant or agent of such landlord shall not be qualified or eligible to serve as a director. Directors may be compensated but only upon affirmative vote of at least sixty percent (60%) of the Co-owners in number and in value.

Section 2. Size, Terms of Office. The Board of Directors shall be composed of five (5) persons who shall manage the affairs of the corporation. Directors shall serve without compensation. Directors shall serve until their successors take office. The term of office for each Director shall be three (3) years.

Section 3. Powers, Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(a) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.

(b) To 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 improvements after casualty.

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

(f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any apartment in the condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by

affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 10 of the Condominium Bylaws.

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

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

(k) The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed above, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 4. 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 Association.

Section 5. Recall. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by affirmative vote of at least fifty-one (51%) percent of the entire membership and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 6. First Meetings of Boards. The first meeting of a newly elected Board of Directors shall be held within fifteen (15) calendar days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no other notice shall be necessary to the newly elected Directors to constitute a duly called meeting.

Section 7. Regular Board Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the 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, fax, telephone or email, at least ten (10) days prior to the date named for such meeting.

Section 8. Special Board Meetings. Special meetings of the Board of Directors may be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone or email, 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 one Director.

Section 9. 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 10. 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 from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 11. Fidelity Bonds. The Board of Directors shall require that all directors, officers, agents and employees of the Association handling or responsible for Association funds shall be covered by adequate fidelity bonds purchased by the Association. The premiums on such bonds shall be expenses of administration. Such bonds shall not be less than the estimated maximum of funds, including reserve funds and in no event less than a sum equal to three month's aggregate assessments on all units plus reserve funds.

Section 12. Executive Sessions. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes which reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

## ARTICLE XI

### OFFICERS

Section 1. Officers, Compensation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be members of the Association and members 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. Any two offices except that of President and Vice President may be held by one person. Officers may be compensated but only upon affirmative vote of at least sixty percent (60%) of the Co-owners in number and in value.

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

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. 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 the President of an association, including, but not limited to the power to appoint committees from among the members of the Association from time to time as he/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his/her 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/her by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of the meetings of the members of the Association; he/she shall have charge of the corporate seal 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.

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. 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 8. Miscellaneous. 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

### 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 non-privileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be reviewed or audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does there need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such review or audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The funds of the Association shall be initially deposited in such credit unions, banks or with insured securities brokers or invested in federally insured securities 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 funds may be invested from time to time in accounts or deposit certificates of such banks or credit unions as are insured by an agency of the federal government and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

### ARTICLE XIII

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

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

Section 2. Directors' And Officers' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

### ARTICLE XIV

#### AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two thirds (66 2/3%) percent of all Co-owners in number and in value. Notwithstanding any provision of the Condominium Documents to the contrary, mortgagees are entitled to vote only on amendments which are material to their interests as defined in the Michigan Condominium Act as amended from time to time.

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the County Register of Deeds.

Section 5. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

#### ARTICLE XV

#### COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, and the mere acquisition, occupancy or rental of any 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 XVI

#### DEFINITIONS

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

#### ARTICLE XVII

#### REMEDIES FOR DEFAULT

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

(a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, 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.

(b) Recovery Of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or non-Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non-Co-owner resident or guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. 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 fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

(c) Removal And Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) Assessment Of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 10 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding a violation has occurred after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate, and as is set forth in the rules and regulations establishing the fine procedure.

Section 2. Nonwaiver Of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. 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 in equity.

## ARTICLE XVIII

### SEVERABILITY

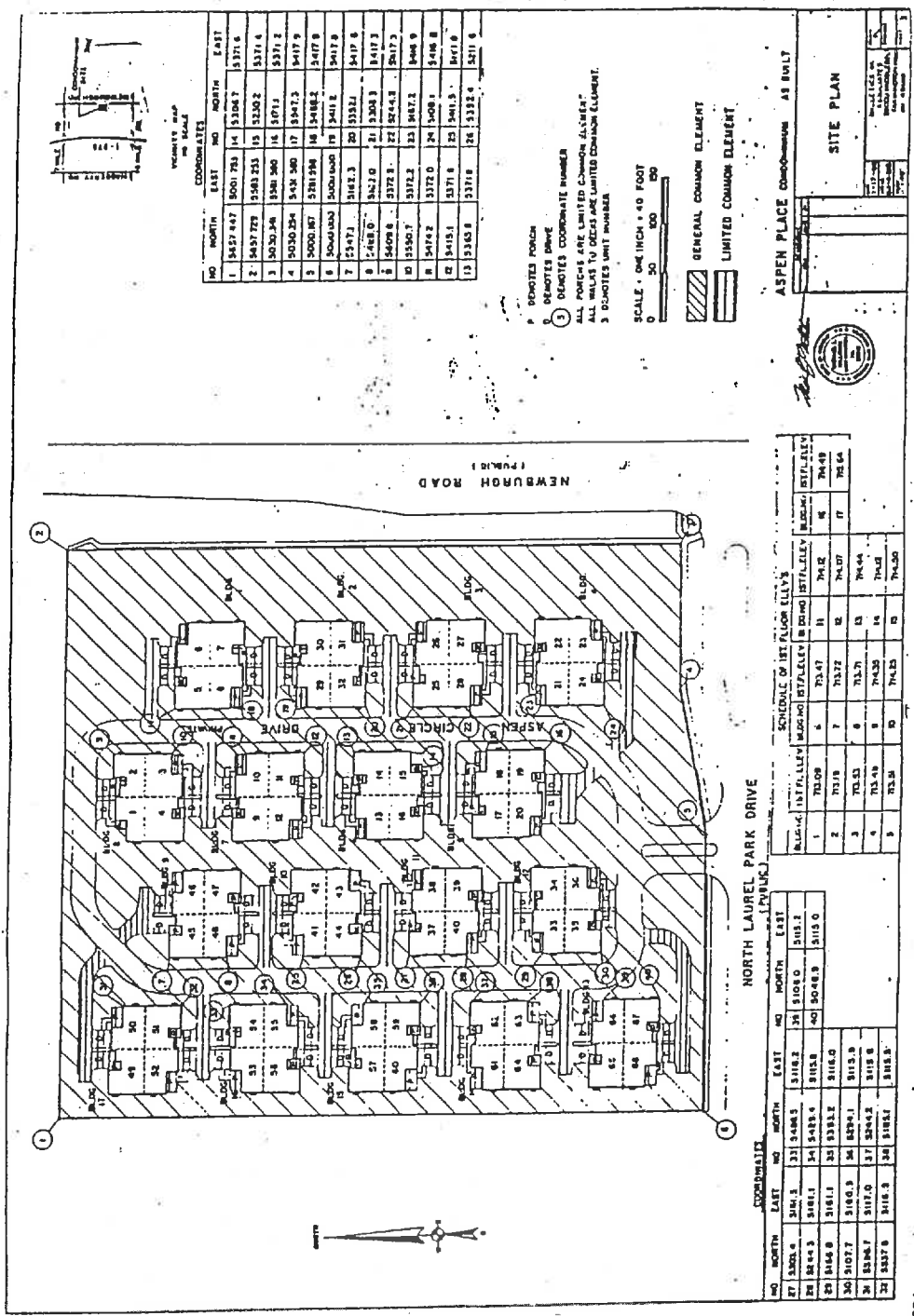
In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions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







L124668PA395  
 L122937M509



NO	NORTH	EAST	NORTH	EAST
1	5457.427	5001.783	14	5308.7
2	5437.779	5383.253	15	5320.2
3	5030.346	5280.580	16	5071.3
4	5030.284	5438.500	17	5347.3
5	5000.867	5281.998	18	5488.2
6	5000.860	5400.600	19	5411.8
7	5347.3	5182.3	20	5332.1
8	5488.2	5222.0	21	5308.3
9	5409.8	5372.3	22	5244.8
10	5350.7	5372.3	23	5072.2
11	5418.1	5371.8	24	5008.1
12	5418.1	5371.8	25	5418.1
13	5332.1	5371.8	26	5332.1

P DENOTES PORCH  
 Q DENOTES DRIVE  
 R DENOTES COORDINATE NUMBER  
 ALL PORCHES ARE LIMITED COMMON ELEMENT  
 ALL DRIVE TO DRIVE ARE LIMITED COMMON ELEMENT  
 S DENOTES UNIT NUMBER

SCALE - ONE INCH = 40 FOOT  
 0 50 100 200

GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

NO	NORTH	EAST	NORTH	EAST
27	5302.6	5141.3	31	5484.3
28	5344.3	5141.3	32	5484.3
29	5184.8	5181.0	33	5381.1
30	5107.7	5181.0	34	5381.1
31	5284.7	5171.0	35	5284.2
32	5317.6	5161.0	36	5284.2

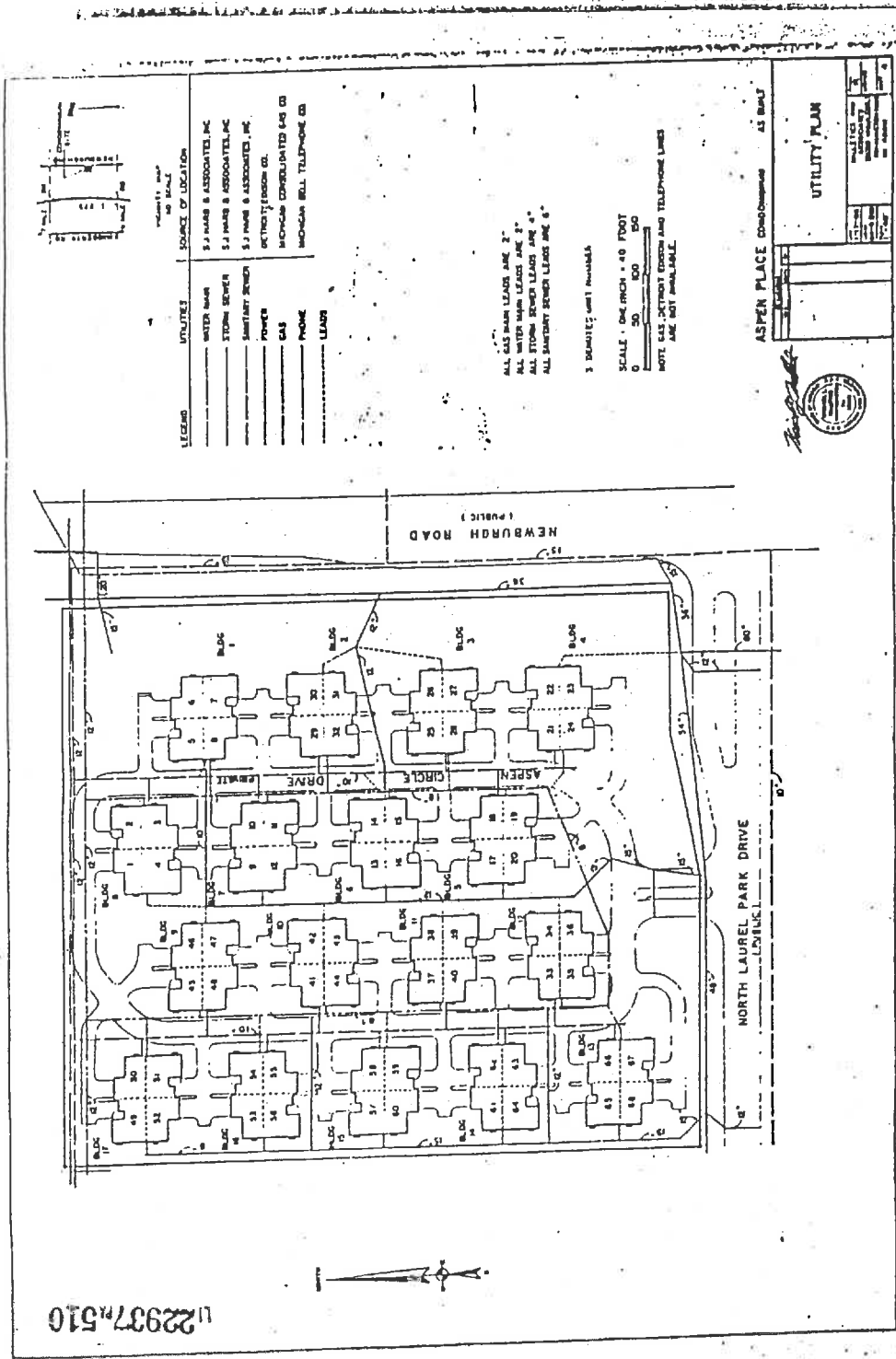
NO	NORTH	EAST	NORTH	EAST	
1	782.09	6	73.47	11	74.12
2	73.18	7	73.27	12	74.07
3	73.53	8	73.71	13	74.44
4	73.43	9	74.30	14	74.12
5	73.21	10	74.23	15	74.20

NO	NORTH	EAST	NORTH	EAST
37	5302.6	5141.3	31	5484.3
38	5344.3	5141.3	32	5484.3
39	5184.8	5181.0	33	5381.1
40	5107.7	5181.0	34	5381.1
41	5284.7	5171.0	35	5284.2
42	5317.6	5161.0	36	5284.2

ASPHEN PLACE CONDOMINIUM AS BUILT  
 SITE PLAN  
 NORTH LAUREL PARK DRIVE  
 NEWBURGH ROAD

U24668PA396

U22937PA510





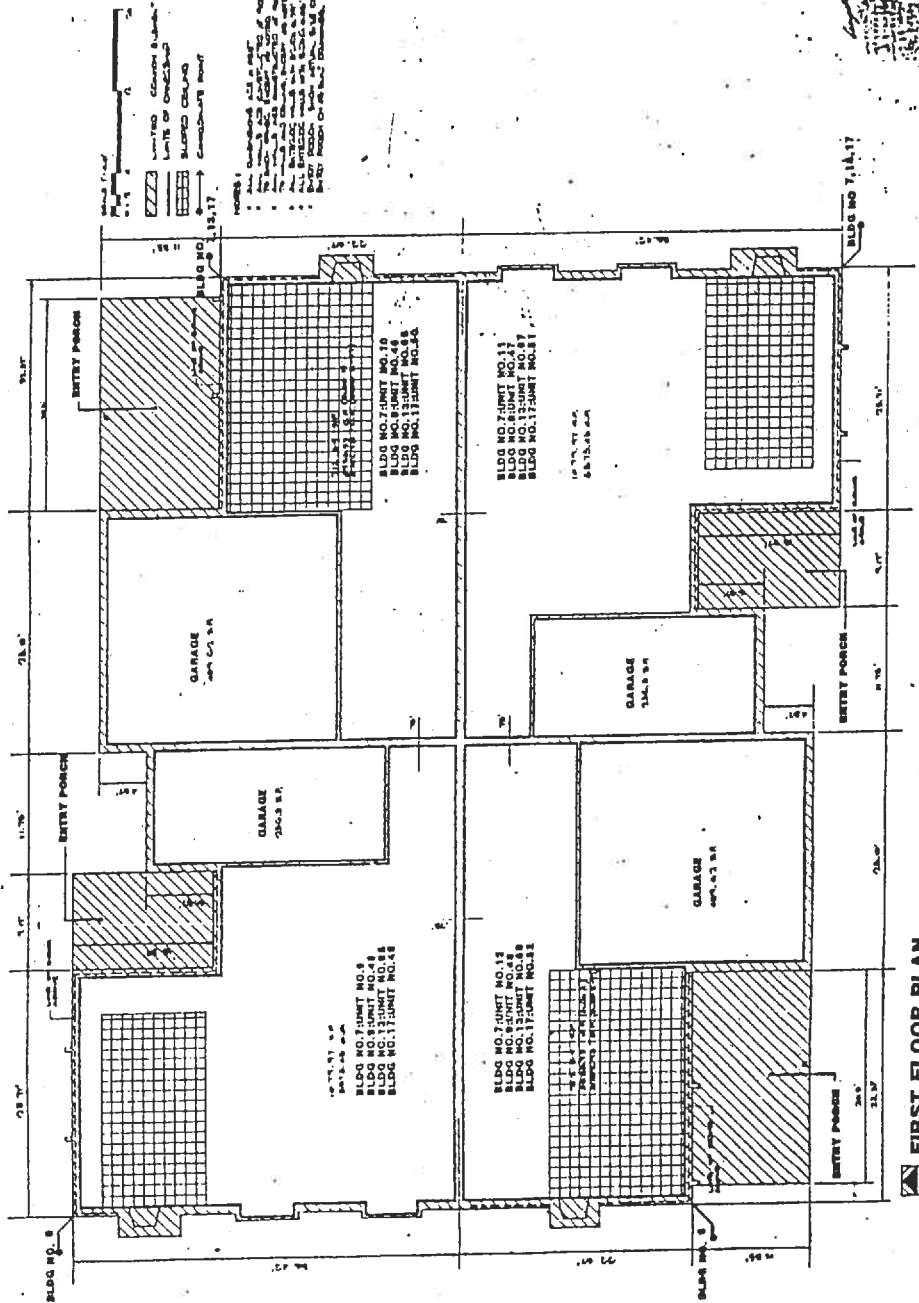




U24668M400

U22937M514

FIRST FLOOR PLAN



ASPEN PLACE - AS BUILT FIRST FLOOR PLAN

ASPH	Asphalt
CON	Concrete
GR	Gravel
GL	Grass
ST	Stucco
BR	Brick
CMU	Concrete Masonry Unit
CM	Concrete Masonry
CMG	Concrete Masonry Grid
CMH	Concrete Masonry Header
CMV	Concrete Masonry Vertical
CMW	Concrete Masonry Wall
CMX	Concrete Masonry
CMY	Concrete Masonry
CMZ	Concrete Masonry
CM1	Concrete Masonry
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CM99	Concrete Masonry
CM100	Concrete Masonry



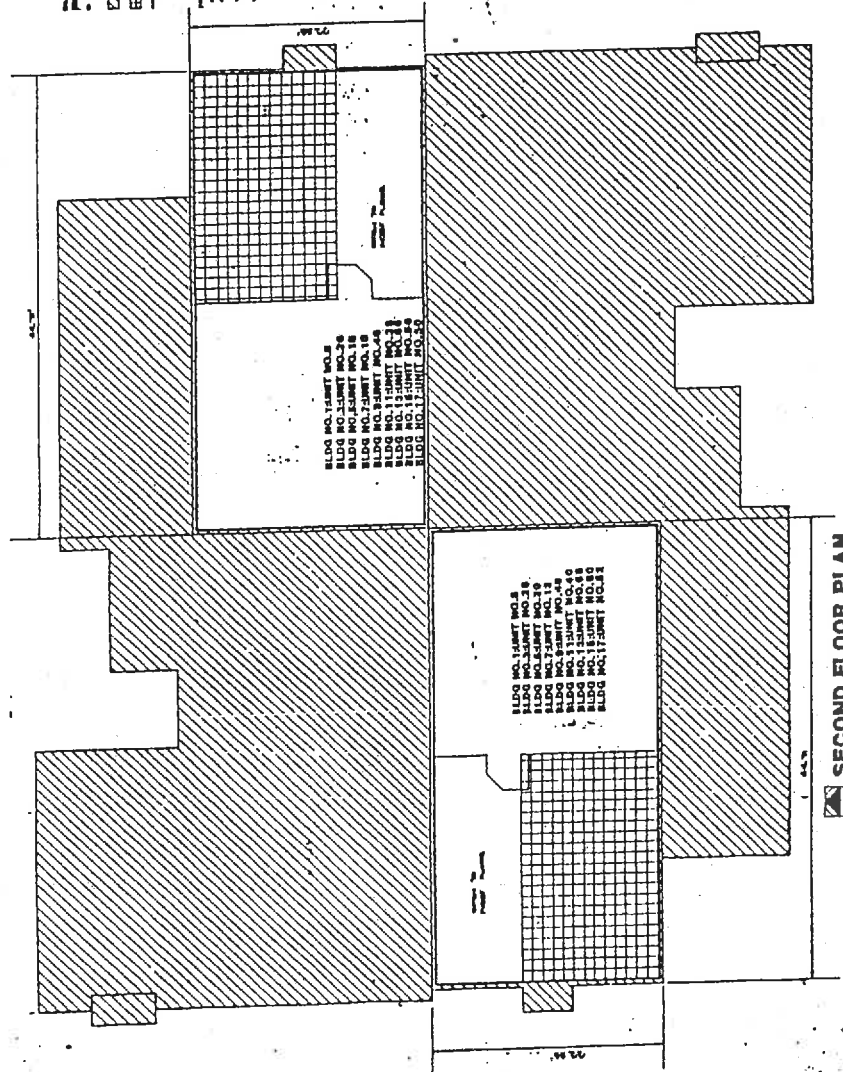
NOTES:  
 1. All dimensions are in feet and inches.  
 2. All areas are in square feet.  
 3. All areas are to be finished as shown.  
 4. All areas are to be finished as shown.  
 5. All areas are to be finished as shown.  
 6. All areas are to be finished as shown.  
 7. All areas are to be finished as shown.  
 8. All areas are to be finished as shown.  
 9. All areas are to be finished as shown.  
 10. All areas are to be finished as shown.



U24668M401

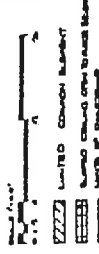
U22937M515

SECOND FLOOR PLAN



BLDG NO. 15BMT NO. 18  
 BLDG NO. 15BMT NO. 19  
 BLDG NO. 15BMT NO. 20  
 BLDG NO. 15BMT NO. 21  
 BLDG NO. 15BMT NO. 22  
 BLDG NO. 15BMT NO. 23  
 BLDG NO. 15BMT NO. 24  
 BLDG NO. 15BMT NO. 25

BLDG NO. 15BMT NO. 18  
 BLDG NO. 15BMT NO. 19  
 BLDG NO. 15BMT NO. 20  
 BLDG NO. 15BMT NO. 21  
 BLDG NO. 15BMT NO. 22  
 BLDG NO. 15BMT NO. 23  
 BLDG NO. 15BMT NO. 24  
 BLDG NO. 15BMT NO. 25



ASPEN PLACE - AS BUILT - SECOND FLOOR PLAN  
 (SCALE: NO. 2, 1/8" = 1'-0")

DATE	NO.	DESCRIPTION









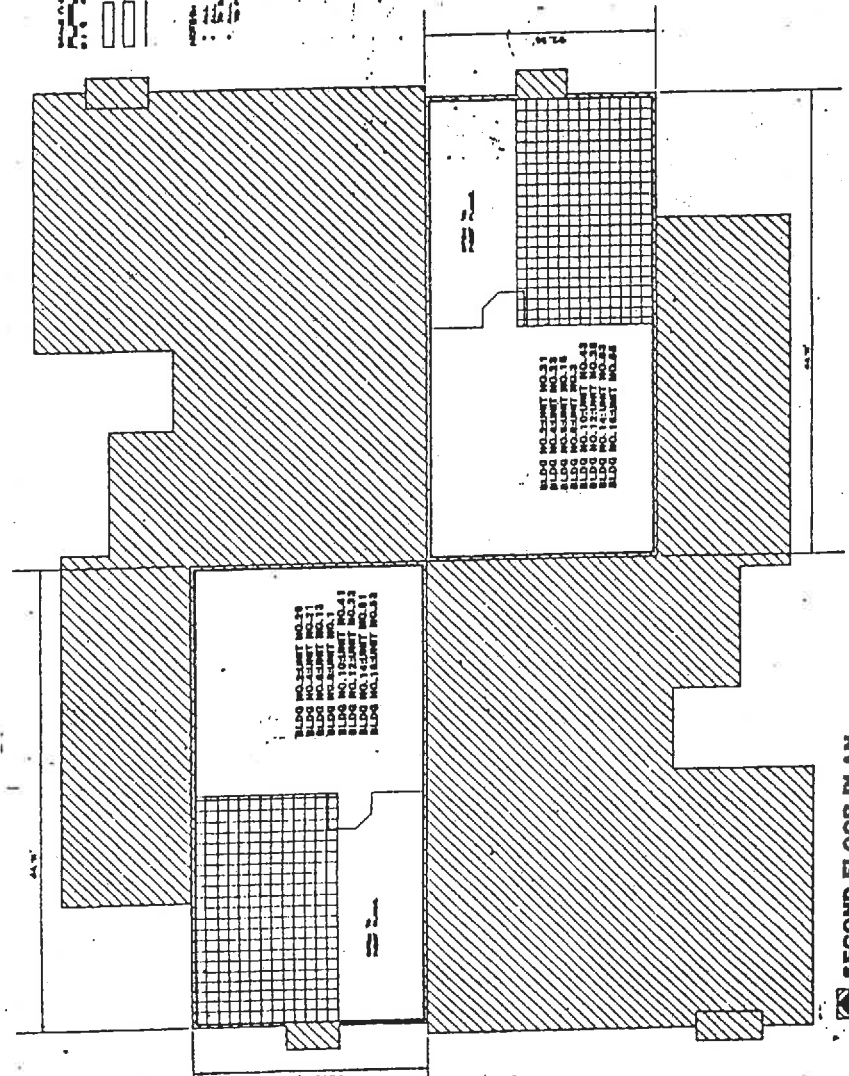


1122937#521  
 1129668#307

1122937#521  
 1129668#307

1122937#521  
 1129668#307

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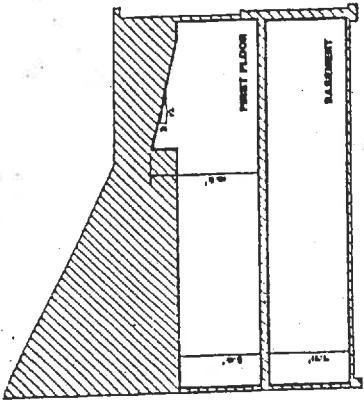


SECOND FLOOR PLAN

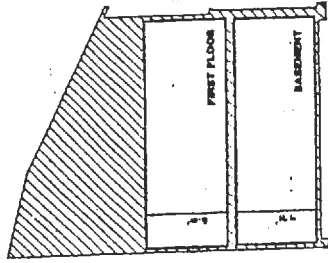
ASPHEN PLACE - AS BUILT  
BASINENT, FIRST FLOOR PLANS/SECTION  
DATE: 07/20/01, 08/01/01, 08/07/01

ASPHEN PLACE - AS BUILT  
BASINENT, FIRST FLOOR PLANS/SECTION  
DATE: 07/20/01, 08/01/01, 08/07/01

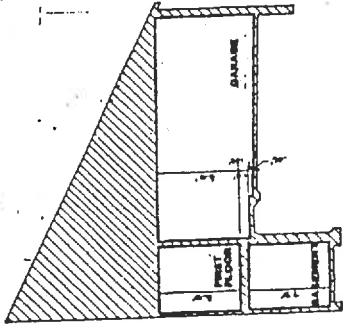
10



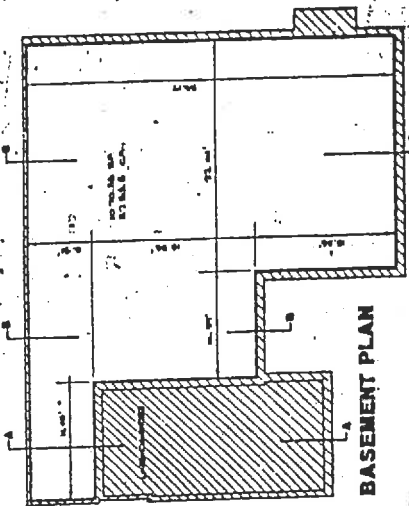
SECTION C-C



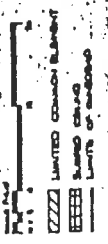
SECTION B-B



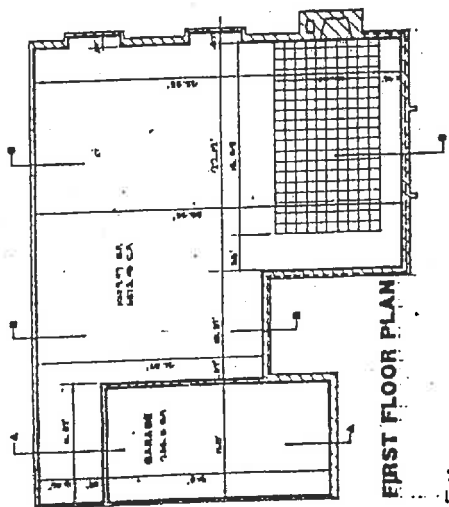
SECTION A-A



BASEMENT PLAN



- 1. ALL WORK SHALL BE CONSTRUCTED AT 10'
- 2. ALL WALLS SHALL BE CONSTRUCTED AT 10'
- 3. ALL WALLS SHALL BE CONSTRUCTED AT 10'
- 4. ALL WALLS SHALL BE CONSTRUCTED AT 10'
- 5. ALL WALLS SHALL BE CONSTRUCTED AT 10'
- 6. ALL WALLS SHALL BE CONSTRUCTED AT 10'
- 7. ALL WALLS SHALL BE CONSTRUCTED AT 10'
- 8. ALL WALLS SHALL BE CONSTRUCTED AT 10'
- 9. ALL WALLS SHALL BE CONSTRUCTED AT 10'
- 10. ALL WALLS SHALL BE CONSTRUCTED AT 10'



FIRST FLOOR PLAN

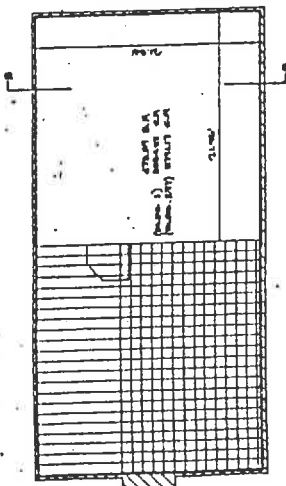


11-22937M-523  
 11-24668M-409

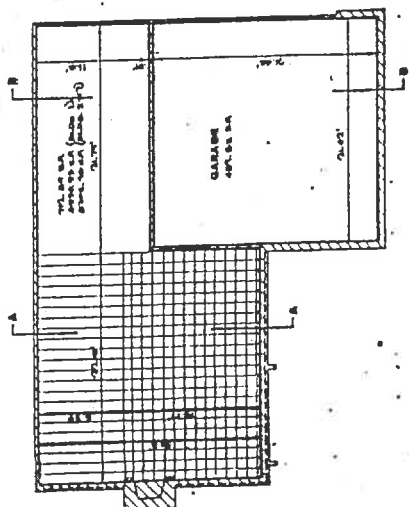
**ASPEN PLACE - AS BUILT**  
 BASKETBALL COURT, FIRST FLOOR & SECOND FLOOR PLAN  
 11-22937M-523, 11-24668M-409

17  
 11-22937M-523, 11-24668M-409

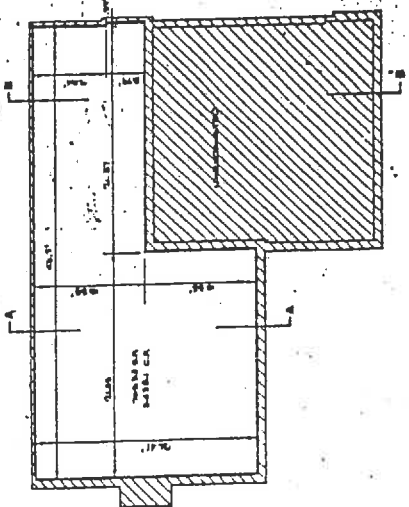
**NOTES:**  
 1. CONSTRUCTION AND FINISHES ARE AS SHOWN.  
 2. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL HEALTH, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION.  
 3. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL HEALTH.  
 4. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL HEALTH.  
 5. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL HEALTH.  
 6. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL HEALTH.  
 7. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL HEALTH.  
 8. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL HEALTH.  
 9. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL HEALTH.  
 10. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL HEALTH.



SECOND FLOOR PLAN



FIRST FLOOR PLAN



BASEMENT PLAN



Approved and effective  
March 30, 1989

AMENDED AND RESTATED

ASPEN PLACE CONDOMINIUM ASSOCIATION

CORPORATE BYLAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of Aspen Place Condominiums (hereinafter referred to as the "Condominium Bylaws"), as amended (Exhibit "A" to the Master Deed of Aspen Place Condominiums, as amended), are hereby incorporated by reference and adopted in their entirety as part of the Bylaws of this Association. The Bylaws hereafter set forth shall be known as the Corporate Bylaws.

ARTICLE II

MEETINGS

Section 1. 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 as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Association, the Condominium Master Deed or the laws of the State of Michigan.

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

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

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting of members, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) of the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 5. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer.

Section 7. 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 above for the giving of notice of meetings of members. Such solicitation shall specify: (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. 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 constituted by receipt within the time period specified in the solicitation of: (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 8. The transactions of any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

### ARTICLE III

#### BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association.

Section 2. The Board of Directors shall be composed of five (5) persons. Those persons serving as directors of the Association as of the effective date of these amended Corporate Bylaws shall continue to serve as directors through the balance of their respective terms of office. The term of office of each director shall be three (3) years and the terms of office of the directors have previously been staggered prior to the effective date of these amended Corporate Bylaws. At each Annual Meeting of the Association, either two (2) directors or one (1) director shall be elected, depending upon the number of directors whose terms expire. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 4. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall serve until the next annual meeting of members, at which the Co-owners shall elect a director to serve the balance of the term of such directorship.

Section 5. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by a majority of the Co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 6. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time-to-time by a majority of the Board of Directors, but at least one (1) such meeting shall be held quarterly. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

Section 8. Special meetings of the Board of Directors may be called by the President upon three (3) days notice to each director, given personally, by mail, telephone 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 (2) directors.

Section 9. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by 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 10. 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 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 persons may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

Section 11. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 12. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 13. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

#### ARTICLE IV

##### OFFICERS

Section 1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice-President, a Secretary and a Treasurer. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice-President may be held by one (1) person.

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

Section 3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The

President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time-to-time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

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

Section 7. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time-to-time, be designated by the Board of Directors.

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

#### ARTICLE V

##### SEAL

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

#### ARTICLE VI

##### FINANCE

Section 1. The finances of the Association shall be handled in accordance with the Condominium Bylaws.

Section 2. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. The funds of the Association shall be initially 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 funds may be invested from time-to-time in accounts or deposit certificates of such banks or

savings associations as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other accounts or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

## ARTICLE VII

### AMENDMENTS

Section 1. These Bylaws may be amended by the Association at a duly constituted meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners.

Section 2. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall forthwith be duly called in accordance with the provisions of Article II of these Bylaws.

Section 4. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with this Article VII without recording in the Office of the Register of Deeds.

Section 5. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium Project irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE VIII

### COMPLIANCE

Section 1. These Bylaws are set forth to comply with Michigan law and with the duly recorded Master Deed of the Condominium Project and Exhibits "A" and "B" attached thereto, as amended, and with the Articles of Incorporation of the Association. If any of these Bylaws conflict with the provisions of said laws or with provisions of said Master Deed or the Exhibits thereto, or with said Articles of Incorporation, the provisions of the laws and said Master Deed, Exhibits and Articles shall be controlling.

---

The above Amended and Restated Corporate Bylaws were approved by an affirmative vote of at least two-thirds of the co-owners in value, voting in person or by proxy, at the annual meeting of members of Aspen Place Condominiums held on March 30, 1989.

Dated: March 30, 1989



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

Date Received

(FOR BUREAU USE ONLY)

**FILED**

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

**AUG 25 2004**

Tran Info: 9699286-1 08/13/04  
Chk#: 4754 Amt: \$10.00  
ID: 713646

Name

Alexander, Zelmanski &amp; Lee, PLLC

Administrator

BUREAU OF COMMERCIAL SERVICES

Address

44670 Ann Arbor Road, Suite 170

City

Plymouth

State

MI

Zip Code

48170

EFFECTIVE DATE:

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

## RESTATED ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the 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: Aspen Place Condominium Association

2. The identification number assigned by the Bureau is:

713646

3. All former names of the corporation are:

4. The date of filing the original Articles of Incorporation was: 9-5-84

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: Aspen Place Condominium Association

### ARTICLE II

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

See Attachment

ARTICLE III

1. The corporation is organized on a nonstock basis.  
(stock or nonstock)

2. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is \_\_\_\_\_ . If the shares are, or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class are as follows:

3. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

None

and the description and value of its personal property assets are: (if none, insert "none")

\$156,000.00 cash

(The valuation of the above assets was as of July 22, 2004 )

The corporation is to be financed under the following general plan:

assessment of members

The corporation is organized on a membership basis.  
(membership or directorship)

ARTICLE IV

1. The address of the registered office is:

41486 Wilcox Plymouth, Michigan 48170  
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent is: Herriman & Associates, Inc.

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

See Attachment

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 \_\_\_\_\_, \_\_\_\_\_, 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

\_\_\_\_\_  
(Type or Print Name)

- b.  These Restated Articles of Incorporation were duly adopted on the 20<sup>th</sup> day of MAY, 2004 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 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 FIFTH day of AUGUST, 2004

By Gregory Sebel  
(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

Gregory Sebel

President

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Title)

AMENDED AND RESTATED  
NON-PROFIT  
ARTICLES OF INCORPORATION

ARTICLE II  
PURPOSES

The purpose for which the Corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain ASPEN PLACE CONDOMINIUM ASSOCIATION, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Corporation;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, for any purpose of providing benefit to the members of the Corporation and in furtherance of any of the purposes of the Corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this Corporation as may hereinafter be adopted;
- (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 Public Act of 1978, as amended; and
- (k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

**ARTICLE V  
EXISTENCE**

The term of corporate existence is perpetual.

**ARTICLE VI  
MEMBERSHIP AND VOTING**

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

- (a) Each Co-owner of a Unit in the Condominium 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 acquisition of fee simple title or the interest of a land contract vendee as per MCL 559.106(1) to a Unit in the Condominium and by recording with the Register of Deeds of Wayne County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the Corporation the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

**ARTICLE VII**

A volunteer Officer or Director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for a breach of fiduciary duty as an Officer or Director, except for liability:

- (a) for any breach of an Officer's or Director's duty of loyalty to the Corporation or its members;
- (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (c) resulting from a violation of MCLA 450.2551(1);
- (d) for any transaction from which the Officer or Director derived an improper personal benefit;
- (e) an act or omission occurring before the effective date if the provision grants limited liability.

(f) for any act or omission that is grossly negligent.

The Corporation assumes liability for all acts or omissions of volunteer Officers and Directors occurring on or after the date of these Restated Articles of Incorporation if all of the following are met:

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

(ii) The volunteer was acting in good faith.

(iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.

(iv) The volunteer's conduct was not an intentional tort.

(v) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

If the Michigan Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of Officers or Directors, then the liability of the Officers and Directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of the Officers and Directors of the Corporation existing at the time of such repeal, modification or adoption.

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received

MAY 04 1987

FILED

MAY 7 1987

Administrator  
MICHIGAN DEPARTMENT OF COMMERCE  
Corporation & Securities Bureau

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT  
For use by Domestic and Foreign Corporations

(Please read Instructions and Paperwork Reduction Act notice on reverse side)

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

1. The name of the corporation is: ASPEN PLACE CONDOMINIUM ASSOCIATION  
2. The corporation identification number (CID) assigned by the Bureau is: 713-646

3. a. The address of the registered office as currently on file with the Bureau is:  
41115 Jo Drive Novi, Michigan 48050  
b. The mailing address of the registered office if different than above is:  
N/A  
c. The name of the resident agent as currently on file with the Bureau is:  
John Vincenti

4. (Complete if the address of the registered office is changed)  
The address of the registered office is changed to:  
21650 W. Eleven Mile Road, Ste. 104, Southfield, Michigan 48076  
The mailing address of the registered office if different than above is:  
N/A

5. (Complete if the resident agent is changed)  
The name of the successor resident agent is: John Clemente

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.  
7. The above changes were authorized by resolution duly adopted by its board of directors or trustees.

Signed this 10 day of April, 1987

By Charles R. Ritter

CHARLES R. RITTER, PRESIDENT

102

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

Robert M. Meisner  
30200 Telegraph Road, Suite 467  
Birmingham, MI 48010

Name of person or organization remitting fees

Aspen Place Condominium

Association

Preparer's name and business telephone number

Robert M. Meisner, P.C.

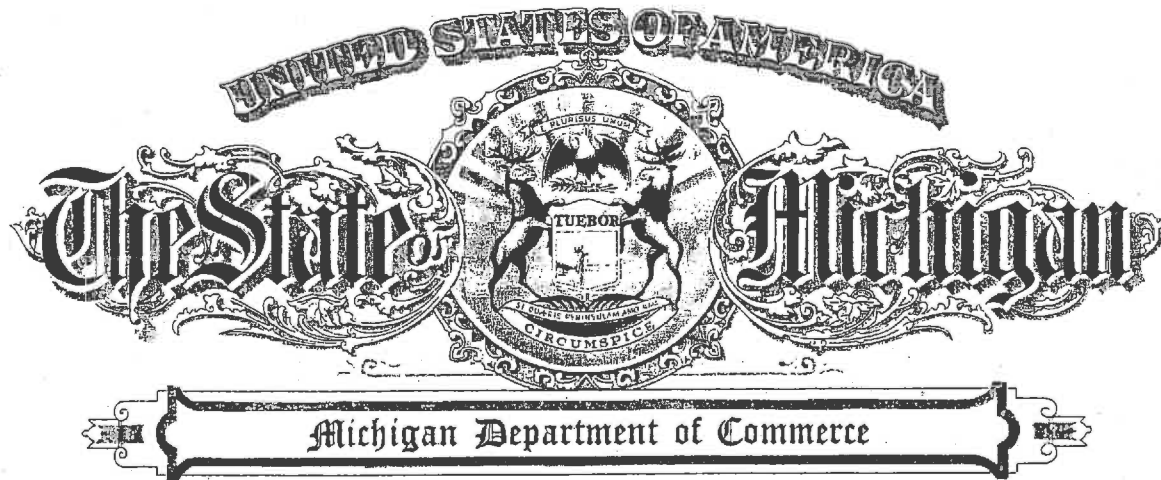
(313) 644-4433

INFORMATION AND INSTRUCTIONS

- 1 This form is issued under the authority of Act 284, P.A. of 1972, as amended, and Act 182, P.A. of 1982. The certificate of change of registered office and/or change of resident agent cannot be filed 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 section 242 of the Act by domestic and foreign, profit and nonprofit, corporations for the purpose of changing their registered office or resident agent or both.
- 4 Item 2 -- Enter the identification number previously assigned by the Bureau. If the number is unknown, leave it blank.
- 5 Item 3 -- The address of the registered office and the name of the resident agent are designated in the articles of incorporation or subsequent change filed with the Bureau.
- 6 Item 4 -- A post office box may not be designated as the address of the registered office unless the address may differ from the address of the registered office only if a post office box is in the same city as the registered office is designated as the mailing address.
- 7 This certificate must be signed in ink by the president, vice-president, chairperson, secretary or assistant secretary of the corporation.
- 8 FEES: Filing fee (Make remittance payable to State of Michigan) \$5.00
- 9 Mail form and fee to:

Michigan Department of Commerce  
Corporation and Securities Bureau  
Corporation Division  
P.O. Box 30054  
Lansing, Michigan 48009  
Telephone: (517)373-0493





Lansing, Michigan

*This is to Certify That Articles of Incorporation of*

ASPEN PLACE CONDOMINIUM ASSOCIATION

*were duly filed in this office on the 5TH day of SEPTEMBER, 1984,*  
*in conformity with Act 162, Public Acts of 1982.*

*In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 5TH day  
of SEPTEMBER, 1984.*

*Reep J. Mason Director*

(Please do not write in spaces below—for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

**FILED**

Date Received

SEP 5 - 1984

JUL 31 1984

Administrator  
MICHIGAN DEPARTMENT OF COMMERCE  
Corporation & Securities Bureau

AUG 28 1984

Corporation Number

713-6416

(SEE INSTRUCTIONS ON REVERSE SIDE)

(Non-Profit Domestic Corporations)

## ARTICLES OF INCORPORATION

These Articles of Incorporation are signed by the incorporators for the purpose of forming a non-profit corporation pursuant to the provisions of Act 227, Public Acts of 1931, as amended, and Act 284, Public Acts of 1972, as amended, as follows:  
10a 1980

### ARTICLE I.

The name of the corporation is ASPEN PLACE CONDOMINIUM ASSOCIATION ✓

### ARTICLE II.

The purpose or purposes for which the corporation is organized are as follows:  
(See Part 2 of Instructions)

SEE ATTACHED RIDER

ARTICLE III.

Said corporation is organized upon a non-stock basis.  
(Stock-share or non-stock)

(a)

(If upon a stock-share basis fill in the following)

The total number of shares of stock which the corporation shall have authority to issue is \_\_\_\_\_  
of the par value of \$ \_\_\_\_\_ per share.

A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or  
restrictions thereof is as follows: \_\_\_\_\_

(b)

(If upon a non-stock basis strike out paragraph (a) above and fill in the following)

The amount of assets which said corporation possesses is:

\*Real Property: (Give description and value. If none, insert "none".) none

\*Personal Property: (Give description and value. If none, insert "none".) none

Said corporation is to be financed under the following general plan:

Assessment of members, dues, admission fees, assessments of non-members

\* The corporation is organized upon a membership basis.

directorship or membership

ARTICLE IV.

(1) The address of the initial registered office is (See part 3 of Instructions)

41115 Jo Drive Novi Michigan 48050  
(No. and Street) (Town or City) (Zip Code)

(2) The mailing address of the initial registered office is (need not be completed unless different from the above address—See part 2  
of Instructions)

\_\_\_\_\_ Michigan \_\_\_\_\_  
(No. and Street) (Town or City) (Zip Code)

(3) The name of the initial resident agent at the registered office is

John Vincenti

ARTICLE V.

The names and addresses of the incorporators are as follows:

(At least 3 incorporators are required; See Part 4 of Instructions)

Names	Residence or Business Address
<u>Denise A. Derderian</u>	<u>30600 Telegraph Rd., #3190, Birmingham, MI</u>
<u>Anna M. Charboneau</u>	<u>30600 Telegraph Rd., #3190, Birmingham, MI</u>
<u>Susan Hock</u>	<u>30600 Telegraph Rd., #3190, Birmingham, MI</u>
_____	_____
_____	_____
_____	_____

ARTICLE VI.

The names and addresses of the first board of directors (or trustees) are as follows:  
(At least 3 directors or trustees are required; See Part 4 of Instructions)

Names	Residence or Business Address
John Vincenti	41115 Jo Drive, Novi, MI 48050
Stanley Moffit	41115 Jo Drive, Novi, MI 48050
Mark Dembs	41115 Jo Drive, Novi, MI 48050

ARTICLE VII.

(Here insert any desired additional provisions authorized by the Acts)

Bylaws may be made, adopted, altered, amended or repealed by the herein above named first Board of Directors prior to the first annual meeting of the co-owners as members, except that the Board of Directors shall not make or alter any Bylaws fixing their numbers, qualifications, classifications or terms of office. After the first said annual meeting of the co-owners, the Bylaws may only be made, adopted, altered, amended or repealed by a vote of such members in the manner prescribed in the Bylaws.

These Articles of Incorporation are hereby signed by the incorporators on this 27th day of July, 1984.

<u>Denise A. Perdevian</u>	_____
<u>Anna M. Charboneau</u>	_____
<u>Susan Hock</u>	_____
_____	_____
_____	_____

Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed, and redeclared.

WITNESSES:

ASPEN PLACE CONDOMINIUM ASSOCIATION,  
a Michigan non-profit corporation

E. Francis Yarnevich  
E. FRANCIS YARNEVICH  
Robert L. Barrett  
ROBERT L. BARRETT

By: Lenore E. Strobel  
Lenore Strobel, President

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF WAYNE     )

The foregoing First Amendment to the Fifth Amended and Restated Master Deed of Aspen Place Condominiums was acknowledged before me, a notary public, on this 27<sup>th</sup> day of SEPTEMBER, 1996, by Lenore Strobel, President of Aspen Place Condominium Association, a Michigan non-profit corporation, who acknowledged the within instrument, based upon the authority given to her pursuant to a vote of the members of Aspen Place Condominium Association tallied and inspected on August 20, 1996, at which time the within Amendment was approved by at least 2/3 of the Co-owners in number and in value and that the within Amendment is executed and signed as her free act and deed on behalf of the Association.

Dated: Sept 27, 1996

Dorothy Robertson  
DOROTHY ROBERTSON  
Notary Public  
OAKLAND County, State of Michigan  
My Commission Expires: May 20, 1997

First Amendment to Fifth Amended and Restated Master Deed  
Drafted By and When Recorded Return to:

Samuel K. Hodgdon, Esq.  
Harnisch & Hohauser, P.C.  
30700 Telegraph Road, Suite 3475  
Bingham Farms, MI 48025-4527  
(810) 644-8600

RIDER TO ARTICLES OF INCORPORATION OF  
ASPEN PLACE CONDOMINIUM ASSOCIATION

ARTICLE II.

The purposes of the corporation are as follows:

To maintain, manage and administer the affairs, the real estate and other property of the Aspen Place Condominiums.

To levy and collect assessments from the members and to use the proceeds thereof for the purposes of the condominium.

To carry insurance on all of the real estate comprising the Aspen Place Condominiums, as well as any personalty of the corporation exclusive of any coverage for contents and personal effects belonging to any of the members; to collect all premiums and charges for same from the members; and to use, reimburse or expend the proceeds for the rebuilding, repair, renovation, rehabilitation and/or replacement of any loss or damage to any of the above property as provided in the Bylaws.

To contract for and employ persons, firms or corporations to assist in the management, operation, maintenance and administration of the said condominium;

To make and enforce reasonable regulations concerning the use and enjoyment of the said condominium.

To own, maintain and improve and to buy, sell, convey, assign, mortgage or lease real and personal property.

To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien; to do all things necessary or convenient to assist and enable members to obtain contracts or mortgages; to do anything required of or permitted to it as administrator of the said condominium by the Condominium Bylaws or by Act No. 59 of the Public Acts of 1978 as from time to time amended;

In general to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said condominium and to the accomplishment of any of the purposes thereof and without limiting the generality of the foregoing; to allow any persons other than an owner or co-owner of a condominium unit access to or utilization of any real estate and facilities of the condominium association upon such terms and conditions and upon payment of such dues, admission fees or assessments as will further the interest of the condominium association and to subscribe to and own shares of stock or interest in any corporation or entity which may own any facility to be utilized by the members and to pay charges and make and collect assessments with respect to such facility.

ARTICLE VIII.

Section 1. Qualifications of members, the manner of their admission to the corporation and the voting of such members shall be as follows:

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

- b) The Developer shall be entitled to membership in the condominium and shall be entitled to vote only so long as it is the owner of a unit in the condominium.
- c) The incorporators shall be members of the condominium and they shall constitute the Board of Directors until six (6) months following closing of the sale of fifty-one (51%) percent of the total number of units in the condominium development.
- d) Membership in the condominium shall be established by recording with the Register of Deeds, Oakland County, Michigan, a Deed or other instrument establishing record title to a unit in the condominium in the name of such co-owner and the delivery to the corporation of a certified copy of such instrument. Upon transferring of a condominium unit by a co-owner, the new co-owner qualified for membership immediately upon completion of the above procedures. The former co-owner thereupon ceases to be a member and is no longer entitled to any rights or privileges in the condominium whatsoever.
- e) The shares of a co-owner in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his condominium unit in the condominium development.
- f) Voting by members shall be in accordance with the provisions of the Bylaws and the rules of this corporation.

Section 2. The first Board of Directors shall consist of the incorporators who shall serve as the Board of Directors and the Developer shall fill vacancies in the Board of Directors until six (6) months following the closing on fifty-one (51%) percent of the total units in the condominium development but not later than the date specified in the Bylaws for holding of the first annual meeting of the co-owners of the Association.

Section 3. The second Board of Directors and all successive boards shall be elected by the co-owner members of the condominium, each of whom must be a member of the condominium. Said Directors shall be elected in the manner provided for in the Bylaws of the corporation.

Section 4. The Board of Directors may from time to time with the approval of a majority of the members in value and in number at any regular meeting of the Association make and adopt rules for the conduct of business of the Condominium.

Section 5. Officers of the corporation shall be elected as provided for in the Bylaws of the corporation.

# Aspen Place Condominiums

This document consists of a current listing of the Association Rules and Regulations and a brief condensation of the Condominium Bylaws, Article VI, and the Master Deed, Article 7.

This listing of the rules and regulations and summary of restrictions is for the benefit of everyone living at Aspen Place. It provides information that will enable us to live pleasantly together.

Since this is a condensation of the original documents, it is for information purposes only and does not constitute a legal interpretation. Owners should refer to the complete condominium documents or contact the Board of Directors if there is any question regarding the implementation of the restrictions or regulations as set forth here.

Remember, the only official record is that which is State certified and developer published, amended, if appropriate, by the Association.



# **RULES**

## **ASSOCIATION FEES**

The Managing Agent will send out a series of letters to those co-owners who are in arrears on their monthly association fee. The first notice of arrears will go out on the 10th of the month a 'second notice' letter on the 20th and a letter on the 30th of the month outlining the legal ramifications of not paying their Association Assessments. The account will be turned over to the Association Attorney on the 40th day if it is still in arrears.

## **CAR HORNS**

Car horns are to be used only for emergencies (i.e. to avoid an accident) within the development.

## **CHRISTMAS DECORATIONS**

Christmas decorations may be placed outside of individual units. However, no holes in the siding, trim or other common elements may be made. All exterior decoration lighting (i.e. Christmas lights) are prohibited.

## **FINES**

The Board of Directors has established a fine for co-owners who violate rules and Association By-Laws and who fail to comply with written requests for corrective action. Said fine is to be determined on an individual case basis at the next regularly scheduled Board of Directors meeting.

## **FLOWERS**

Co-owners shall plant only flowers. Their placement shall be limited to the deck area and the cultivated land area directly adjacent to the front wall of the ranch unit and in the cultivated land area directly adjacent to the deck of the townhouse. All flowers shall be no more than 24" high.

## FOR SALE/OPEN HOUSE

Co-owners who wish to hold an Open House for the sale of their Aspen Place Condominium unit must obtain prior approval from the managing agent. The managing agent is hereby authorized to approve co-owners' requests for holding a For Sale Open House between the hours of 1:00 p.m. and 5:00 p.m. on Saturdays and Sundays only. Limited to not more than three units holding Open House on any one day, on a first-come-first-serve basis. The selling co-owner will show only one For Sale sign which will be displayed at the selling co-owner's driveway. Only one For Sale sign will be displayed at the condominium entrance regardless of the number of open houses being held that day.

There will be no For Sale signs in the windows or doorwall of the condominium unit.

## GARAGE DOORS

Garage doors shall remain closed at all times except when the garage is in use.

## KEY/EMERGENCY COMMITTEE

The Key/Emergency Committee will establish procedures to enable co-owners to comply with requirements. Each co-owner shall comply with the committee's request for completing an emergency information sheet. Article 6 Paragraph D of the Master Deed.

## PARKING

There will be no parking, at any time, allowed on the inner perimeter of Aspen Circle Drive, by order of the Livonia Fire Marshall, City of Livonia Fire Department. Parking on Aspen Circle Drive is prohibited during the hours of 2:00 a.m. and 6:00 a.m.

There is no parking allowed on any shared driveway extension at anytime.

## PETS

The managing agent is hereby authorized to approve a co-owners application for the maintenance of a household pet on condition that the application is on the prescribed form available from the managing agent and that the application indicates no violation of the terms of the Condominium By-law Article VI Section 5.

Maximum number of pets is limited to two each unit.

## TRASH

Trash for disposal must be in non-reusable bags of good quality which can be lifted by the top without breaking and must be tied to secure the contents. Trash must be placed in one location in each court no earlier than light-up time of the exterior lamp posts on the evening prior to trash pickup day. Co-owners are responsible for picking up and disposing of any loose trash which escaped from their container or which is loose in their unit area.

The recycling containers supplied by the City of Livonia must be placed in the same location with the trash and must be removed by 10:00 p.m. of the same day.

The City of Livonia rules regarding refuse collection apply otherwise.

# RESTRICTIONS

## MASTER DEED ARTICLE VII

No co-owner shall do anything which could change the exterior appearance of a condominium unit or any other portion of the condominium project.

## CONDOMINIUM BY-LAWS ARTICLE VI

### SECTION 2 PAGE 13

No co-owner can lease or rent a unit unless approved by the Board of Directors.

### REFER ALSO TO SECTION 13 PAGE 17

No co-owner may dispose of a unit in the condominium, or any interest therein, by a sale or lease without complying with the terms or conditions outlined in Article 6 Section 13, Page 17.

### SECTION 4 PAGE 14

No activity which is unreasonably noisy or an annoyance or nuisance to a co-owner is permitted.

### SECTION 4 PAGE 14

Use of firearms, air rifles, pellet guns, b-b guns, sling shots, bow & arrows or other similar dangerous weapons, projectiles or devices is not permitted.

### SECTION 5 PAGE 15

Any animal shall at all times be leashed and attended to by a responsible person. The co-owner is responsible for all fecal matter deposited by his pet. No dog which barks and can be heard on a continuing basis will be tolerated.

**SECTION 6 PAGE 15**

Only furniture and equipment consistent with the normal season use is permitted on the deck. Off season storage of this equipment on the deck is not permitted.

There is no carpeting on the wood decks.

**SECTION 8 PAGE 16**

Except for Vans used for personal transportation by a co-owner, no house trailers, pick up trucks, recreational vehicles, vans or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, motorcycles, mopeds, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the condominium unless specifically approved by the Association.

Non-operational vehicles or vehicles with expired license plates shall not be parked or stored on the condominium premises.

Maintenance or repair of motor vehicles shall not be permitted on the condominium premises.

**SECTION 9 PAGE 16**

No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, including "For Sale" signs and "Open Signs" without written permission from the Board of Directors.

**SECTION 12 PAGE 17**

No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements unless approved by the Board of Directors in writing.

**SECTION 17 PAGE 18**

No co-owner shall install a security system that uses an exterior audible alarm as part of a warning device.

SECTION 21 PAGE 18

Any and all costs, damages, expenses and/or attorneys fees incurred by the association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association, under Article VI Section 10 of the By-Laws, and any costs or expenses that are attributable to the conduct of less than all of the co-owners may be assessed to and collected from the responsible co-owner or co-owners in the manner provided in Article II hereof.

# ASPEN PLACE CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS- ASSESSMENT COLLECTION BYLAW ENFORCEMENT

Adopted : November 20, 1995

Effective : January 1, 1996

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Pursuant to Article VI, Section 10 of the Condominium Bylaws (Exhibit "A" to the Fifth Amended and Restated Master Deed), the Board of Directors of Aspen Place Condominium Association adopts the following Rules and Regulations governing the collection of Condominium assessments and the enforcement of the restrictions in the Condominium Documents.

### I. ASSESSMENT COLLECTION PROCEDURE

#### A. ASSESSMENTS

All annual, additional and special assessments are to be apportioned among and paid by the co-owners as is provided in Article II, Section 4 of the Condominium Bylaws. The annual assessment shall be due and payable by the co-owners in twelve (12) equal monthly installments. Each monthly installment is due and payable on the first day of each respective month. Any additional and/or special assessments levied by the Board of Directors will be due and payable on the due date(s) respectively established. Any other sums owing to the Association by the co-owners which may be collected by the Association in accordance with Article II of the Condominium Bylaws, may also be collected as provided hereunder.

#### B. DELINQUENCY PROCEDURE

1. Any assessment payment not received by the Association, or its designated agent, on or before the due date shall be deemed delinquent and in default.
2. Delinquent assessments will cause a late charge in the amount of \$10.00, or such other amount as may be determined by the Board of Directors, to be automatically levied for each month the delinquent assessment is not fully paid, if full payment is not received by the tenth day of the pertinent month.

Rules and Regulations

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3. Notice of the delinquency, the late charge levied and any other costs charged to the co-owner's account shall be sent to the delinquent co-owner by the Association, or its designated agent, by the fifteenth day of the first month the delinquency occurs.

4. If full payment of the delinquent assessment(s), late charge(s) and any costs is not received by the tenth day of the second month, unless other satisfactory arrangements have been made with the Board of Directors, and/or its designated agent, the following steps will be taken:

- (a) all unpaid installments of the annual and any additional assessments for the pertinent fiscal year will be immediately deemed due and payable if any installments of an annual or additional assessment remain fully or partially unpaid;
- (b) all unpaid installments and/or portion of any special assessment levied against the unit will be immediately due and payable if any installments and/or portion of a special assessment remain fully or partially unpaid;
- (c) the matter will be turned over to the Association's attorney for handling, a lien will be filed, and notice of same will be sent to the delinquent co-owner; and
- (d) the Condominium unit mortgage lender will be notified of the delinquency, if applicable.

5. The expenses incurred in collecting the delinquency, including, without limitation, late charges, interest, costs of collection and enforcement, including actual attorney's fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on the co-owner's unit. A land contract seller shall be so personally liable and the land contract purchaser shall also be personally liable for all such assessments and expenses incurred in collecting the delinquency levied and incurred up to and including the date upon which such land contract seller actually takes possession of the unit following extinguishment of all rights of the land contract purchaser in the unit.

6. If any amounts owing as defined in the previous subparagraph 5, continue to be owing past the tenth day of the third month, the Association may institute a lawsuit for foreclosure of the lien and/or money damages for unpaid assessments and/or seek such other relief as the Association may be entitled.



7. Payments, whether partial or in full, on the delinquent account shall be applied first to late charges, attorney's fees, interest and costs and thereafter against assessment installments in default in order of their due dates, earliest to latest. The Association need not accept the tender of partial payment.

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

### C. RESTRICTIONS ON DELINQUENT CO-OWNERS

1. A co-owner in default shall not be entitled to vote at any meeting of the Association and shall not be entitled to serve as a director of the Association so long as the default continues.

2. The Association may discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days written notice to such co-owner of its intention to do so.

3. A co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project except for ingress or egress to and from his or her Condominium unit.

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## II. BYLAW ENFORCEMENT PROCEDURE

### A. COMPLAINT PROCEDURE

1. Any co-owner having a complaint concerning any violation of the Fifth Amended and Restated Master Deed, the Condominium Bylaws, or other Condominium Documents of Aspen Place Condominium should:

- (a) Note the incident date(s), time(s), name (if known), and address of the person allegedly violating the Condominium Documents and write out a detailed description of the alleged violation; and

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

## **B. VIOLATION PROCEDURE**

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

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

- (a) An explanation of the alleged violation along with information pertaining to the section(s) of the Condominium Documents that the co-owner, nonco-owner occupant or guest is thought to be violating; and
- (b) A date by which compliance must occur; and
- (c) If a fine is to be considered as a remedy, the following statements shall also be included in the written notice:
  - (1) An opportunity for the alleged offending co-owner to submit a written request to appear before the Board of Directors, with witnesses if so desired, at the next scheduled meeting of the Board of Directors, no less than seven (7) days from the date of the notice, and offer evidence in defense of the alleged violation before a fine is levied and the Board of Directors and the alleged offending co-owner shall have an opportunity to cross-examine any witnesses at such a hearing;

- (2) A statement that the request for hearing must be in writing; and
- (3) A statement that a hearing before the Board of Directors, if properly requested, will be scheduled by the Board at the next scheduled meeting of the Board of Directors, no less than seven (7) days from the date of the notice.

3. Upon expiration of the date given for compliance, or such other reasonable time as the Board may determine, if the offending individual has not complied with the Board of Directors' or its designated agent's demand, nor provided any satisfactory response, unless a hearing is pending, the Board of Directors or its designated agent will refer the matter to the Association's legal counsel.

4. In the event of an emergency, or such other extraordinary circumstances, the Board, in its sole discretion, shall attempt to notify the offending co-owner, and nonco-owner occupant or guest, if applicable, in writing or otherwise, but may immediately seek any and all legal remedies available whether or not such notice is provided. An emergency shall be defined as a complaint which, if not corrected immediately, will adversely affect the safety, appearance and/or operation of the Condominium or jeopardize the health, safety or peaceful enjoyment of the Condominium by its residents.

### C. LEGAL PROCEDURE

1. If the violation continues past the date by which compliance is demanded, the attorney for the Association will be directed to send a letter to the offending co-owner and nonco-owner occupant or guest, if applicable, which will include the following:

- (a) A statement of the alleged violation;
- (b) A demand for compliance within the period of time deemed appropriate by the Board of Directors, or its designated agent;
- (c) A statement that the offending co-owner will be responsible for reimbursing the Association for all costs and attorney's fees incurred in seeking the co-owner's compliance with the Condominium Documents, including both pre-litigation and post-commencement of litigation costs and attorney's fees;
- (d) A statement of the potential additional ramifications of noncompliance, for example, without limitation, instituting a lawsuit for injunctive relief,

eviction of a tenant, money damages and/or any other remedies deemed appropriate, and charging the offending co-owner with the actual costs and attorney's fees incurred; and

- (e) Such other statement as the Association shall so designate.

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

3. If noncompliance continues after the specified period of time, the Board of Directors, or its designated agent, may authorize the attorney to commence a lawsuit or take such other appropriate action against the offending co-owner and nonco-owner occupant or guest, if applicable, seeking injunctive relief, money damages and/or any other remedies that the Association may deem appropriate, including the recovery of the Association's costs and attorney's fees pursuant to Article XI, Section 1 of the Condominium Bylaws.

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### III. FINE PROCEDURE

#### A. NOTICE OF VIOLATION

1. Upon the violation of the Condominium Documents (Fifth Amended and Restated Master Deed, Condominium Bylaws, Rules and Regulations, etc.), monetary fines may be assessed upon written notice to the offending co-owner and providing the offending co-owner with an opportunity to appear before the Board, no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation.

2. The written notice shall contain those statements as described above in Part II-B VIOLATION PROCEDURE.

**B. HEARING**

1. The offending co-owner shall have the right to attend a hearing and offer evidence in defense of the alleged violation, in accordance with Section A.1. above.
2. A co-owner may bring witness(es) to the hearing upon advance notice to the Board that said witness(es) will be in attendance.
3. The Association may produce witness(es) in regard to the alleged violation.
4. After all evidences are submitted in regard to the alleged violation, the Board of Directors shall confer and render a decision in regard to whether or not a violation occurred, if the violation was substantially the fault of the co-owner in question and whether a fine should be levied. If a decision has been reached that a fine shall be levied, it shall be levied in accordance with Part C. of this FINE PROCEDURE set forth below.

**C. LEVYING AND ASSESSMENT OF FINES**

1. No fine shall be levied for the first violation. No fine shall exceed twenty-five (\$25.00) dollars for the second violation, fifty (\$50.00) dollars for the third violation, or one hundred (\$100.00) dollars for any subsequent violations.
  2. The fines levied pursuant to the above provision shall be assessed against the co-owner and shall be due and payable together with the regular Condominium assessment on the due date for the next monthly installment of the annual assessment. Failure to pay the fine will subject the co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XI of the Condominium Bylaws.
  3. The levy of fines shall be without prejudice to any other rights of the Association to obtain compliance with the Fifth Amended and Restated Master Deed, Condominium Bylaws, Rules and Regulations or any other Condominium Documents, including, without limitation, the right to institute a lawsuit.
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#### IV. SEVERABILITY

In the event that any of the terms or provisions of these Rules and Regulations 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 or provisions of such Rules and Regulations or Condominium Documents or the remaining provisions of same if any terms or provisions held to be partially invalid or unenforceable.

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These Rules and Regulations have been adopted by the Board of Directors of Aspen Place Condominium Association on November 20, 1995.

BOARD OF DIRECTORS OF  
ASPEN PLACE CONDOMINIUM  
ASSOCIATION

By: 

Lenore Strobel

Its President

By: Phillip Aasgaard

Its: Vice President

Acting on behalf of the President

ATTEST:

BOARD OF DIRECTORS OF ASPEN PLACE  
CONDOMINIUM ASSOCIATION

By: 

Robert Barrett

Its Secretary

## ASPEN PLACE CONDOMINIUM ASSOCIATION SATELLITE DISH POLICY

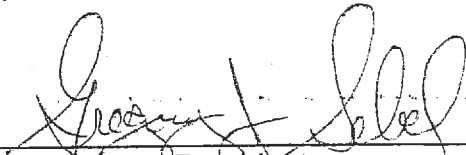
The Board of Directors is empowered to create policies for the safety, health and welfare of all members residing at Aspen Place Condominium Association. A policy is required to install satellite dish antennas; therefore, the Board of Directors of Aspen Place Condominium Association hereby adopts the following Rules and Regulations governing the installation of satellite dish antennas:

1. One satellite dish antenna per unit may be installed which is no larger than 18 inches in diameter. Dishes shall be neutral in color or painted to match the building color.
2. Prior to any installation, the co-owner shall first obtain written approval from the Board of Directors. The co-owner shall fill out the Request for Modification approval form and give the form to the management agent or a director.
3. The dish antenna will be installed in a location specified by the Board of Directors.
4. All installations must be performed by a licensed installation company and have full liability insurance.
5. All materials and brackets to mount the dish shall be approved by the Board of Directors, along with any wire routing into the unit.
6. The co-owner is responsible for any damage caused by the installation and/or removal of the satellite dish. If the dish is removed, all exterior surfaces shall be restored to their original condition by the co-owner at the co-owner's expense.
7. Co-owners shall be responsible for satellite dish maintenance, repair and replacement, and the correction of any safety hazard with ten (10) calendar days after notification of the need to repair. An insured installer shall perform all maintenance and repair, and the Association shall be told of any maintenance work to be done in advance, or during the repair if a safety hazard exists.
8. If the satellite dish detaches, co-owner's shall remove the satellite dish or repair such detachment within 72-hours of the detachment. If the detachment threatens safety, the Association may remove the satellite dish at the expense of the co-owner.
9. The Board of Directors may remove any satellite dish, which is installed in violation of these rules, at the co-owner's expense, and the Association shall not be liable for any damage caused by such removal.

10. The satellite dish responsibility transfers to all future co-owner(s) who subsequently purchases the unit for whom the satellite dish was installed.

This Satellite Dish Antenna Policy was duly adopted by the Board of Directors of Aspen Place Condominium Association this 2nd day of April, 2003.

Date: APRIL 2, 2003

  
\_\_\_\_\_  
President

Effective Date: April 2, 2003

.....  
My signature below signifies that I fully understand this two page satellite dish policy and will comply with all above regulations.

\_\_\_\_\_  
Signature of Co-Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Co-Owner

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Address of Co-Owner



# ASPEN PLACE CONDOMINIUM ASSOCIATION

## PARKING POLICY

The rights and restrictions of all residents of Aspen Place Condominium Association are fully described in the condominium documents and rules and regulations in an attempt to maintain community standards, promote harmonious living conditions, and provide fair and equitable treatment of all members, residents and guests.

The Board of Directors creates policies to better clarify issues that are not listed in the rules and regulations or are of unusual nature or occur occasionally. This policy falls within these parameters.

### RECREATIONAL VEHICLES (RV)

The Board of Directors has created a policy on parking of recreational vehicles that all residents of Aspen Place Condominium Association shall abide by.

- When a resident wishes to bring their recreational vehicle into the community of Aspen Place Condominium Association, they must first advise the management agent or contact a board member of the date and time of arrival and departure.
- There is a three-hour time frame to unload the RV and then it must be removed from the community. There is also a three-hour time frame to load the RV and then it must be removed from the community.
- Parking is only allowed on the outer circle of the main (asphalt) roadway. The RV must permit normal traffic to pass, and the vehicle must be parked near the co-owner's residence.

### MAIN ROAD PARKING

When necessary, over night parking and daytime parking is allowed on the outer circle of the main (asphalt) roadway of Aspen Place Condominium Association. This is temporary parking intended for co-owner guests.

### DRIVEWAY EXTENSION PARKING

Parking in the driveway extension area is allowed if both unit co-owners adjacent to the turnaround agree. If there isn't an agreement between these co-owners, no parking is allowed in the extension. This area was set up to allow the ability for drivers to back out of the garage or driveway, and back into the turn-around area before driving forward.

This policy was adopted by the Board of Directors on October 27, 2003



# Herriman & Associates, Inc.

COMMUNITY ASSOCIATION MANAGERS

41486 Wilcox Road • Plymouth, MI 48170-3104

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www.herriman.net

February 26, 2008

**APPROVED**  
02 OF 3/24/08

To: Board of Directors  
Aspen Place Condominium Association

From: Sarah Tocalino, CMCA, AMS  
Community Association Manager  
Herriman & Associates, Inc.

Re: Draft Policy For Display of For Sale / Open House Signs

Please find attached a draft copy of a proposed policy to allow the display of For Sale and Open House signs on the community.

The Board had some discussion regarding such a policy at their meeting held on February 25<sup>th</sup>. Management has drafted this policy based upon some concerns for control that were noted at that meeting. We would ask that each Director review the draft policy, and the Board should convene as a group either before the March 24<sup>th</sup> meeting or at the meeting with any additions, deletions, or changes.

This policy can be approved at the March meeting with any amendments brought forward by the Board. Should you have any questions please feel free to contact me.

Thank you.



# ASPEN PLACE CONDOMINIUM ASSOCIATION

## POLICY REGARDING THE DISPLAY OF SIGNS/ADVERTISING

Article VI, Section 9 of the Condominium Bylaws prohibits the display of "...signs...visible from the exterior of a unit or on the common elements at any time...without the advance written permission of the Association." As well as, a written Association rule that allows the display of a For Sale / Open House sign on Saturdays and Sundays between 1:00 pm and 5:00 pm.

Whereas, Article III, section (f) of the Articles of Incorporation affords the Board of Directors the power and duty necessary to make and enforces reasonable rules and regulations in accordance with Article VI, Section 10 of the Condominium Bylaws, which states..."reasonable regulations consistent with the Act, the Master Deed and Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors..."

Therefore, the Board of Directors has developed the following regulations regarding the co-owner's right to display "For Sale" or "Open House" signs within the community. The following restrictions do apply:

1. One "For Sale" sign is allowed in one window of the unit marketed for sale. A sign may be displayed for a period not to exceed 90 days. If a co-owner wishes to request an extension to display the sign past 90 days, such request must be in writing to the Board and the sign may not be displayed until written approval is received.
2. Signs must be professionally printed, no hand written signs are allowed. The size of the sign may not exceed 18 X 24 inches.
3. One temporary "Open House" sign may be displayed in the front entrance on Saturdays and Sundays *ONLY* between the hours of 1:00 p.m. and 5:00 p.m. Limited to not more than three units holding Open House on any one day.
  - a. Only one sign will be allowed at the entrance regardless of the number of open houses to be held on any given Saturday or Sunday.
  - b. No balloons or other decorative objects are permitted on the "Open House" sign or at the unit(s) hosting the open house.
  - c. One temporary "Open House" sign may be placed in the driveway of the selling co-owner's unit during the allotted times noted.
  - d. No sign that penetrates the lawn is permitted; only self-standing signs are allowed.
4. No other signs, including "Sold" signs, or other advertising devices, such as brochure boxes, shall be displayed which are visible from the exterior of the Unit or on the Common Elements, without the written express permission of the Board of Directors.
5. Requests to display "Open House" or "For Sale" signs must be in writing 10 days prior to hosting the Open House. Requests must state the date intended for the open house and the hours of operation. Written approval of the Board of Directors will be sent to the Unit Owner. The owner of the unit for sale is solely responsible to notify their own realtor of these regulations.

In accordance with Article VI, Section 10 of the Condominium Bylaws, copies of all regulations shall be furnished to all co-owners and shall become effective thirty days after mailing or delivery thereof to each co-owner. This policy was adopted by the Board of Directors as of March 24, 2008 and is effective as of April 24, 2008. Also stated by Article VI, Section 10, any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent of all co-owners in number and in value.

**DRAFT**

**Aspen Place Condominium Association  
Board Policy Statement**

**Deck Policy**

Whereas, the Board of Directors of Aspen Place Condominium Association is empowered to govern the affairs of the Association (Condominium Bylaws, Article VI, Section 3), and

Whereas, the Association is responsible for maintaining uniformity and high standards regarding decks, the maintenance and construction of a deck is the responsibility of the individual co-owner and must be maintained in a professional manner, approved by the Association.

Furthermore, be it resolved that the Association may cause inspections of decks to be performed on an annual basis and the decks must be installed and maintained in a professional manner, approved by the Association. The Association may, at any time, with 14 days advance notice to the co-owner, perform maintenance to their respective deck if the deck is not maintained in an appropriate way, to be determined by the Board of Directors. All costs will be invoiced to the respective co-owner, after they have been provided 14 days advance notice of such maintenance work on the deck.

Furthermore, be it further resolved that each co-owner will be responsible to maintain their respective deck by staining it. Deck stains are to be similar to TWP Cedar Tone Sealer. The stain used does not have to be TWP, but must be Cedar in tone. If you have a deck that has been painted and you would prefer not to sand and stain it, you may choose to paint your deck. The approved paint is Behr premium wood coating, Redwood Naturaltone SC-122, diluted 50%. The co-owner bears the cost of the maintenance for their individual deck. If the co-owner's deck is not maintained to the standard set forth by the Board of Directors, the Association will cause such maintenance to be performed and all related expenses will be charged to that co-owner.

Policy approved by the Board: 6/24/2014

Policy mailed to co-owners: 07/02/2014

Policy effective: 08/02/2014