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**OF THE MEADOWS CONDOMINIUM**

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**AMENDED AND RESTATED MASTER DEED OF  
THE MEADOWS CONDOMINIUM**

**(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)**

**LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 232**

This Amended and Restated Master Deed is executed on this 17<sup>th</sup> day of September, 2024 by The Meadows Condominium Homeowners Association, a Michigan nonprofit corporation (the "Association"). The Association's registered office is 10327 E. Grand River Avenue, Suite 403, Brighton, Michigan 48116, and the Association is represented by Mark Mynsberge, the President of the Association, who is authorized to act on the Association's behalf. ✓

The Meadows Condominium was established as a condominium project by the recording of the original Master Deed recorded at Liber 3107, Pages 994 through 1063, inclusive, known as Livingston County Condominium Subdivision Plan No. 232, and the original Master Deed was amended by the First Amendment to Master Deed, recorded at Instrument No. 2011R-014592, and the Second Amendment to Master Deed, recorded at Instrument No. 2020R-042328, Livingston County Records.

The Association now amends the Master Deed and Bylaws of The Meadows Condominium pursuant to MCL 559.190 and MCL 559.190a, Article IX of the Master Deed, and Article XI of the Condominium Bylaws. The Master Deed for The Meadows Condominium, which was recorded at Liber 3107, Pages 994 through 1063, inclusive, Livingston County Records, is superseded (except for the Condominium Subdivision Plan). The Condominium Subdivision Plan for The Meadows Condominium, recorded at Liber 3107, Pages 994 through 1063, inclusive, Livingston County Records, remains in effect and unchanged.

This amendment does not enlarge the Common Elements of the existing Condominium Project or alter the existing Percentages of Value in the project.

The Amended and Restated Master Deed of The Meadows Condominium is effective upon recording.

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March 16, 2023

**ARTICLE I  
TITLE AND NATURE**

**Section 1.     **Condominium Name and Subdivision Plan Number.****

The Condominium is known as The Meadows Condominium, Livingston County Condominium Subdivision Plan No. 232.

**Section 2.     **Voting.****

Co-owners have voting rights in The Meadows Condominium Homeowners Association as set forth in this Amended and Restated Master Deed, the Amended and Restated Bylaws, and the Association's Amended and Restated Articles of Incorporation.

**ARTICLE II  
LEGAL DESCRIPTION**

The legal description for the Condominium Project is as follows:

Beginning at the Northeast corner of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan, same being the Southeast Corner of Section 2, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 02°42'25" East 452.54 feet along the East line of said Section 11, also being the centerline of Pinckney Road (D-19) (50 foot wide ½ Right-of-Way); thence South 88°40'58" West 1374.41 feet; thence North 02°48'54" East 317.70 feet; thence North 30°20'38" West 155.00 feet; thence South 88°40'58" West 841.18 feet along the North line of said Section 11, also being the South line of said Section 2; thence North 01°22'00" West 730.60 feet along the East line of "Peavy Road Estates No.1" (Liber 13 of Plats, Pages 24 and 25, Livingston County Records); thence the following two courses along the South line of Outlot "D" of said "Peavy Road Estates No. 1": South 88°38'00" West 210.00 feet and Southwesterly 47.12 feet along the arc of a 30.00 foot radius curve to the left, through the central angle of 90°00'00" and which chord bears South 43°38'00" West 42.43 feet; thence North 01°22'00" West 126.00 feet along the West line of said Outlot "D", also being the East line of Peavy Road (100 foot wide Right-of-Way); thence the following two courses along the North line of said Outlot "D": Southeasterly 47.12 feet along the arc of a 30.00 foot radius curve to the left, through the central angle of 90°00'00" and which chord bears South 46°22'00" East 42.43 feet and North 88°38'00" East 210.00 feet; thence North 01°22'00" West 425.00 feet along said East line of "Peavy Road Estates No. 1"; thence North 88°40'58" East 984.10 feet; thence South 00°53'25" East 1221.63 feet; thence North 88°40'58" East 1282.99 feet along the South line of said Section 2 to the Place of Beginning. Being the Outlot "D" of "Peavy Road Estates No. 1" (Liber 13 of Plats, Pages 24 and 25, Livingston County Records) and also a part of the Southeast ¼ of Section 2 and part of the Northeast ¼ of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan. Containing 42.01 acres, more or less.

The Developer expressly excepts and reserves the oil, gas, and other mineral rights that may be produced from the property.

### **ARTICLE III DEFINITIONS**

The terms utilized in this Amended and Restated Master Deed and Exhibits "A" and "B" are also utilized in the other Condominium Documents and will have the same meaning. Wherever the terms set forth below are utilized in the Condominium Documents, they will have the following meanings:

A. "Additional Assessment" means the increase in Annual Assessment or other Assessments levied by the Board of Directors pursuant to the Condominium Documents, other than Special Assessments.

B. "Amended and Restated Bylaws" means the attached Exhibit "A," being both the Condominium Bylaws and the Association Bylaws.

C. "Amended and Restated Master Deed" means this document which, when recorded, will reaffirm the establishment of the Condominium, and to which the Amended and Restated Bylaws, attached as Exhibit "A," and the Condominium Subdivision Plan are attached or incorporated by reference as exhibits.

D. "Annual Assessment" means the annual amount of Assessments, calculated by the Board of Directors based upon the Annual Budget.

E. "Articles of Incorporation" means the Articles of Incorporation filed with the Michigan Department of Licensing and Regulatory Affairs on or about August 13, 2001 for The Meadows Condominium Homeowners Association, as amended.

F. "Assessment" means the share of Common Expenses and other charges levied against the Unit and Co-owner(s) that are payable as determined in accordance with the Amended and Restated Master Deed, the Amended and Restated Bylaws, the Association Bylaws, if any, and the Rules and Regulations, if any. Assessments include Annual Assessments, Additional Assessments, and Special Assessments, and the phrase "other charges" includes:

- i. The costs, expenses, and charges for repairs and replacements the Association makes that are the Co-owner's obligation or responsibility to make;
- ii. Any special charges made by the Association to the Co-owner for special services or facilities rendered to the Unit or Co-owner under MCL 559.169(2);
- iii. Any charges for special or extraordinary uses or consumptions attributable to such Unit or Co-owner;

- iv. Damages resulting from a failure to comply with the Condominium Documents;
- v. Fines;
- vi. Interest, late fees, and other administrative charges;
- vii. The costs (including court costs and reasonable attorneys' fees) that can be recovered by the Association under any applicable law or the Condominium Documents; and
- viii. Any other charges or Assessments permitted by the Condominium Documents to be made against the Co-owner or a Unit occupant.

G. "Association" means The Meadows Condominium Homeowners Association, a Michigan nonprofit corporation of which all Co-owners are members, which will administer, operate, manage, and maintain the Condominium.

H. "Board of Directors" or "Board" means the Board of Directors of the Association.

I. "Common Elements" means both the General Common Elements and Limited Common Elements.

J. "Common Expenses" means those expenses assessed against the Units in proportion to the Percentage of Value or other provisions as may be contained in the Condominium Documents for apportionment of the expenses of administration, operation, management, and maintenance of the Condominium, including:

- i. All sums the Association assesses against all Units in the Condominium;
- ii. Expenses associated with the maintenance, repair, renovation, restoration, or replacement of Common Elements, except to the extent such expenses may be allocable to a single Unit or to a group of Units which are less than all the Units in the Condominium; and
- iii. Expenses the Association determines from time to time to be Common Expenses.

K. "Condominium," "Condominium Project," or "Project" means The Meadows Condominium and includes 1) the Condominium land and the air space above, and all buildings, improvements, and structures; and 2) easements, rights, and appurtenances associated with the Condominium.

L. The "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, MCL 559.101, et seq., as amended.

M. "Condominium Documents" means this Amended and Restated Master Deed, the Amended and Restated Bylaws attached as Exhibit "A," the Condominium Subdivision Plan attached to the Master Deed as Exhibit "B," the Association's Articles of Incorporation, and the Association's Rules and Regulations, if any.

N. "Condominium Premises" means the land described in Article II.

O. "Condominium Subdivision Plan" or "Plan" means the drawings and information prepared pursuant to MCL 559.166 and attached to the Master Deed as Exhibit "B."

P. "Co-owner" means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination(s) thereof, who or which owns one (1) or more Units in the Condominium. The term "Owner" or "owner" is synonymous with the term "Co-owner." Both land contract vendees and vendors are considered a Co-owner and are jointly and severally liable for all obligations of a Co-owner.

Q. "Developer" refers to Mitch Harris Building Company, Inc. A "Successor Developer" as defined by MCL 559.235 is not a Developer.

R. "Electronic Transmission" means any process of communication that does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process.

S. "General Common Elements" means the Common Elements other than the Limited Common Elements.

T. "Improvements" means any and all temporary or permanent structures, installations, plantings, placements, displays, signs, alterations, modifications, additions, or other items or changes.

U. "Limited Common Elements" means a portion of the Common Elements reserved in this Amended and Restated Master Deed for the exclusive use of less than all the Co-owners.

V. "Master Deed" means that document which was recorded in Liber 3107, Pages 994 through 1063, inclusive, Livingston County Records, which included the original Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B," as amended.

W. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

X. "Percentage of Value" means the percentage assigned to each Unit in Article VI. Percentages of Value of all Units must total one hundred percent (100%). Percentages of Value are determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Act or in the Condominium Documents.

Y. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination thereof.

Z. "Private Roads" means the private roads known as Sedum Road, Yarrow Road, Spirea Road, and Hosta Road, as depicted on the Condominium Subdivision Plan.

AA. "Rules" or "Rules and Regulations" means those rules and regulations adopted by the Board of Directors in accordance with the Condominium Documents and MCL 559.165.

BB. "Sidewalks" means the sidewalks depicted on the Condominium Subdivision Plan.

CC. "Special Assessments" means those Assessments which may be levied by the Board of Directors other than Annual Assessments and Additional Assessments as set forth in the Amended and Restated Bylaws.

DD. "Township" means the Township of Marion, Michigan.

EE. "Unit" or "Condominium Unit" means a single Unit in The Meadows Condominium, as identified on the Condominium Subdivision Plan, whether such Unit is complete or incomplete.

If there are other terms utilized in the Condominium Documents that are not defined in this Article, then those terms will have the same meanings as provided in the Condominium Act. If reference is made to one gender, then the same includes a reference to any and all genders as appropriate. Similarly, if reference is made to the singular, then the reference includes the plural as appropriate.

#### **ARTICLE IV COMMON ELEMENTS**

##### **Section 1. Common Elements.**

The Common Elements of the Condominium are described in the Condominium Subdivision Plan and also described as follows:

##### **A. General Common Elements.**

The General Common Elements are:

- (1) **Land.** The land described in Article II, including drives and sidewalks;
- (2) **Easements.** All easements that are appurtenant to and that benefit the Condominium pursuant to recorded easement agreements, reciprocal or otherwise, including easement interests of the Condominium in the land provided to it for ingress and egress;

- (3) **Landscaping.** Lawns, yards, trees, shrubs, and other plantings;
- (4) **Exterior Garage Lighting.** The street community lighting system;
- (5) **Wiring Networks.** The electrical, telephone, and cable television wiring networks throughout the common areas of the Condominium, including those within common walls, floors, and ceilings;
- (6) **Plumbing and Gas Lines.** The plumbing and gas line networks throughout the common areas of the Condominium, including those within common walls, floors, and ceilings;
- (7) **Water and Sanitary Sewer Systems.** The water distribution system (excepting that part of the system owned by the Township), underground sprinkling system, sanitary sewer system (excepting that part of the system owned by the Township), and the storm drainage system serving the Condominium;
- (8) **Structural Elements.** The foundations, roofs, perimeter walls and other walls as shown on Exhibit "B," ceilings, floors, entrances, and exits of the Condominium (including doors and chimneys);
- (9) **Attic Spaces.** The common attic spaces;
- (10) **Garage and Parking Areas.** The portions of any garage or parking area not designated as a Limited Common Element on the Condominium Subdivision Plan; and
- (11) **Other.** All other elements of the Condominium not designated in this Article IV as General or Limited Common Elements, which are not enclosed within the boundaries of a Unit and are intended for common use or are necessary to the existence, upkeep, and safety of the Condominium.

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

**B. Limited Common Elements.**

Limited Common Elements are subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- (1) **Ventilation Equipment.** The ventilation ducts, wiring, and conduits located entirely within a Unit and servicing only that Unit;
- (2) **Decks, Patios, and Stoops.** The deck, patio, or stoop appurtenant to each Unit;

(3) **Driveways and Sidewalks.** The driveway leading to the garage and the sidewalk leading to the stoop, which shall be appurtenant to the Unit(s) serviced by these items;

(4) **Fireplaces, Furnaces, and Conditioners.** The fireplace combustion chamber and the separate furnace, water heater, air conditioner, and compressor either within or adjacent to a Unit and servicing only that Unit;

(5) **Garages.** The automatic garage opening mechanism, garage interior spaces, and the interior surfaces of garage walls, ceiling, and floor;

(6) **Windows.** The windows, sliders, and screens within or adjacent to any Unit's perimeter wall; and

(7) **Interior Surfaces.** The interior surfaces of perimeter walls, doors, ceilings, and floors within a Unit.

## Section 2.     **Responsibility for Unit and Common Elements.**

Subject to the Association's exclusive right to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements as described in Article VI of the Amended and Restated Bylaws, the responsibilities for the maintenance, decoration, repair, and replacement of the Units and Common Elements are as follows:

### **A.     Co-owner Responsibilities:**

(1) **Unit and Limited Common Elements.** Each Co-owner is responsible for the cost of decorating, maintaining, repairing, and replacing the following items:

(a) *Appliances and Equipment.* All appliances and equipment within or appurtenant to the Unit and supporting hardware and ductwork, including, but not limited to, furnace, air conditioner, compressor, ventilation equipment, humidifier, air cleaner, any personal alarm and security system, intercom, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans, washer, dryer, dryer venting, vent covers and filters, individual hot water heaters, fireplaces, flue dampers, and chimneys (except chimney cap, screens, and exterior surfaces);

(b) *Cabinets and Fixtures.* Cabinets and fixtures within the Unit, including counters, sinks, faucets, and toilet fixtures;

(c) *Ceilings.* All ceilings within a Unit, including drywall;

- (d) *Decks.* Cleaning, staining, and painting of the deck appurtenant to a Unit, including stairs and steps, and any additions, modifications, or alterations to the deck;
- (e) *Decorations.* All decorations, including, but not limited to, paint, wallpaper, window treatments, and trim, regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair, or replacement responsibilities;
- (f) *Doors.* All interior doors, closet doors, door walls, Unit entry doors, and Unit access doors, including doorbells, storm doors, sliding doors, screens, locks, hardware, frames, thresholds, sills, caulking (both interior and exterior), rollers, tracks, and weather stripping;
- (g) *Electrical Lines.* Electrical lines and wires from the point of entry into a Unit, attic space, or General Common Element wall (even though part of the system may be designated as a General Common Element) and outlets, switches, boxes, circuit breakers, and fixtures within a Unit;
- (h) *Floors and Flooring.* Basement flooring (but not the foundation), floor construction between Unit levels to which such floor is appurtenant, carpeting, wood flooring, floor coverings, floor tile, and wall tile, and all related hardware;
- (i) *Garages.* The interior space of the garage, including the ceiling, and garage door openers appurtenant or assigned to a Unit;
- (j) *Gas Lines.* The gas lines and pipes from the point of entry into a Unit, attic space, or General Common Element wall (even though part of the system may be designated as a General Common Element) and valves and fixtures within a Unit, but excluding any mains or lines running through the Unit to serve other Units or the Common Elements;
- (k) *Improvements.* All Improvements;
- (l) *Lights and Light Bulbs.* All indoor lighting and light bulbs and the light bulbs within the garage, porch light fixtures and light bulbs, and deck light bulbs;

- (m) *Sanitary Sewer.* Sanitary sewer and plumbing lines within a Unit, attic space, or General Common Element wall that service the Unit (even if they may be designated as General Common Elements);
- (n) *Storm Water Drainage.* Storm water drainage facilities within a Unit that service the Unit (even if they may be designated as General Common Elements);
- (o) *Sump Pumps and Sanitary Lift Pumps.* The sump pump and sanitary lift pumps, including the sump pit and all piping, wiring, or other material appurtenant thereto, within or that services a Unit. Damage to the Unit or Common Elements caused by the malfunction of a sump pump or sanitary lift pump is the responsibility of the Co-owner of the Unit containing such sump pump;
- (p) *Telecommunications Lines and Equipment.* All telecommunications, telephone, and cable television lines and equipment within a Unit, attic space, or General Common Element wall;
- (q) *Walls.* All wall insulation and all interior drywall (even though some of these elements may be designated as a General Common Element); however, any repairs, replacements, additions, alterations, or modifications to the perimeter/common walls shared between Units must receive the Association's prior written approval;
- (r) *Water Lines.* The water lines, drains, and traps within a Unit, attic space, or General Common Element wall that service the Unit (even if they may be designated as General Common Elements);
- (s) *Windows.* All windows, including glass, screens, locks, hardware, frames, casing, thresholds, sills, caulking (both interior and exterior), and weather stripping; and
- (t) *Other.* Except as may be specified in Section 2(B)(1) below, the Co-owner is responsible for the Unit, any appurtenant Limited Common Elements, all other items not specifically enumerated above but which are located within a Unit, and any personal property of the Co-owner within the Condominium.

(2) **Utility Charges.** All individually metered utility services, including electricity, gas, cable, water, and telephone, are the responsibility of the Co-owner of the Unit to which the services are furnished.

(3) **Co-owner Improvements.** Co-owner Improvements, even if approved by the Association, are the responsibility of the Co-owner. If the Association requires access to any elements of the Condominium which necessitates the moving or destruction of all or part of any Improvement, then all costs, damages, and expenses involved in providing access and restoring the Improvement will be the responsibility of the Co-owner.

(4) **Co-owner Fault.** Any costs for maintenance, decoration, repair, and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner or their family, guests, tenants, or invitees are the Co-owner's responsibility. The Association may incur such costs and charge and collect them from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Bylaws.

(5) **Responsibility to Notify.** Each Co-owner shall notify the Association or its agent of any defect or need for repairs for which the Association is responsible.

**B. Association Responsibilities:**

Except as otherwise expressly provided in the Condominium Documents, the Association will, in the exercise of its business judgment, be responsible for maintenance, repair, and replacement of the following Common Elements:

(1) **Limited Common Elements.** The Association is responsible for the maintenance, repair, and replacement of the following Limited Common Elements:

- (a) *Decks.* Except as provided in Article IV, Section 2(A)(1)(d) above, the decks appurtenant to the Units, including deck railings. The Association also will be responsible for repairing and replacing stairs and steps appurtenant to a deck only if a Co-owner can provide the Association with documentary proof that the stairs and steps were installed by the Developer as part of the original construction;
- (b) *Driveways.* The driveways leading to the garages;
- (c) *Garages.* The garage doors, garage door hardware, and garage floors (insulated garage doors that were installed by the Developer);
- (d) *Lights and Light Bulbs.* The garage coach light fixtures, including light sensors and light bulbs, and deck light fixtures;
- (e) *Patios and Stoops.* Patios and stoops appurtenant to the Units; and
- (f) *Sidewalks.* Sidewalks leading to stoops.

(2) **General Common Elements.** The Association is responsible for the maintenance, decoration, repair, and replacement of all General Common Elements—except those assigned to the Co-owners under the various subsections of Section 2(A) above. The Association is

responsible for maintenance, repair, and replacement of the General Common Element utility lines set forth in Article IV, Section 2(A)(5), (6), and (8) located within a Unit to the extent such utility lines do not service the Unit on which they are located.

(3) **Community Entrance Lighting.** The cost of electricity for community entrance lighting is an expense of administration.

(4) **Reserve Studies.** Every five (5) years, or when recommended by a reserve specialist, reserve professional, or other qualified professional or as otherwise required by law, the Association will have a reserve study prepared that complies with the Community Associations Institute's National Reserve Study Standards or other similar industry standards. The reserve study will be conducted by a reserve specialist, reserve professional, or other qualified professional, as determined by the Board in its sole discretion.

(5) **Unauthorized Repair.** The Association is responsible only for payments to contractors for work authorized by the Board. The Association is not obligated to reimburse Co-owners for repairs contracted for or made by a Co-owner.

C. **Irrigation Equipment and Water Shutoff Valves.** A Co-owner whose Unit contains irrigation equipment or common water shutoff valves shall not restrict the Association, contractors, utility companies, or respective governmental agencies from entering a Unit to maintain, repair, or replace such equipment, if necessary. To ensure reasonable accessibility to such equipment, no Co-owner will convert the portion of the Unit containing such equipment to living area without the Association's prior written approval. The Association will not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls, or other Improvements or personal property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair, and replacement of such equipment or due to any failure of the equipment. The Association may reimburse Co-owners whose Units contain irrigation equipment for the increased electricity costs they may incur from the presence and operation of the irrigation equipment within their Unit.

D. **Liability of Association.**

(1) *Damage, Loss, or Injury from Common Elements.* The Association will not be liable for any damage, injury, or loss to Person or property arising from or related to any water, rain, snow, or ice which may leak or flow from any portion of the Common Elements or from any device, pipe, drain, conduit, appliance, or equipment which the Association is responsible to maintain, unless the following are established:

- (a) damages arose after written notice was provided to the Association of the water, rain, snow, ice, a specific leak, or specific water flow from any portion of the Common Elements or device, pipe, drain, conduit, appliance, or equipment for which the Association has a maintenance responsibility; and
- (b) the Association failed to exercise due care to correct the water, rain, snow, ice, a specific leak, or specific water flow within a reasonable time thereafter.

(2) *Security.* The Association may, but is not obligated to, take such action as it deems appropriate to address potential security concerns within the Condominium or at an Association activity. No representation or warranty is made that any security measures undertaken by the Association will prevent damage to Person or property caused by third parties. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees, and licensees, that they assume the risk that criminal acts of third parties may occur on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees, and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members, or officers for any damage, injury, or loss to Person or property arising from or related to the criminal acts of third parties, a failure to provide adequate security, or ineffectiveness of any security measures undertaken by the Association.

(3) *Cleaning and Sanitizing Common Elements.* The Association may, but is not obligated to, take such action as it deems appropriate to clean and sanitize the Common Elements. No representation or warranty is made that any cleaning or sanitization efforts undertaken by the Association will prevent any damage, injury, or loss to Person or property caused by any bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin, or virus, including, but not limited to, COVID-19. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees, and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that a bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin, or virus, including, but not limited to, COVID-19, that may cause bodily injury, sickness, or death may be present within or on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees, and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members, or officers for any damage, injury, or loss to Person or property arising from or related to a bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin, or virus, including, but not limited to, COVID-19.

(4) *Risk of Use of Common Elements.* Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees, and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that damage, injury, or loss to Person or property arising from or related to circumstances beyond the Association's reasonable control, including, but not limited to, asbestos, acts of god, acts of terrorism, civil or military disturbances, earthquakes, floods, governmental actions, labor disputes, lead contamination, loss or malfunctions of utilities, natural disasters, nuclear radiation, riots, or wars, may occur. Further, each Co-owner, for themselves and their tenants, occupants, invitees, and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members, or officers unless such damage, injury, or loss is covered and paid for by the Association's insurance.

**ARTICLE V  
USE OF PREMISES**

A Co-owner shall not use their Unit or the Common Elements in any manner inconsistent with the Condominium Documents, zoning and other municipal ordinances, and state and federal laws and regulations or in any manner which interferes with or impairs the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

**ARTICLE VI  
UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

**Section 1. Unit Description.**

The Condominium consists of 147 units labeled 1 through 147, inclusive. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan as prepared by Desine Inc. and attached as Exhibit "B" to the Master Deed. Each Unit shall include: (a) with respect to each Unit basement, all that space contained within the surfaces of the floor and wall and the uncovered underside of the first-floor joists, and (b) with respect to upper floors of Units, all that space contained within the interior walls and ceilings and from the plywood subfloor, all as shown on the floor plans and sections in Exhibit "B" and delineated with heavy outlines. The dimensions shown on the basement and foundation plans in Exhibit "B" have been physically measured by the Developer's engineer. If the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit "B," then the typical upper-floor plans for the Unit will be deemed to be automatically changed for the Unit in the same manner and to the same extent as the measured foundation plan.

**Section 2. Calculation of Percentage of Value.**

The Percentage of Value assigned to each Unit is equal. The determination that Percentages of Value are equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences. The Percentage of Value assigned to each Unit is determinative of each Co-owner's respective share of the Common Elements, each Co-owner's respective proportionate share in the proceeds and expenses of administration, and the value of the Co-owner's vote. The total value of the Project is one hundred percent (100%).

**ARTICLE VII  
EASEMENTS, RESTRICTIONS, AND AGREEMENTS**

**Section 1. Easements for Encroachment, Utilities, and Support.**

If any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any Improvement or by reason of the settling or shifting of any land or Improvement, then a valid easement for the encroachment will exist, except to the extent limited by MCL 559.140.

There will be easements to, through, and over the land, structures, buildings, and Improvements contained within the Condominium for the installation, maintenance, and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, and communications, including telephone and cable television lines.

**Section 2. Association's Right to Grant Easements.**

The Board may grant easements over or through any portion of any General Common Elements for utility, roadway, construction, or safety purposes. The Association has the right to dedicate all streets and all utilities and utility easements located in the Condominium Project to the public.

**Section 3. Association's Easement for Maintenance, Repair, and Replacement.**

The Association and all public or private utilities will have easements over, under, across, and through the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, replacement, or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium, as provided in Article VI, Section 12 of the Amended and Restated Bylaws. If a Co-owner fails to maintain any Unit or Common Element in good condition, the Association may, in its sole discretion, take whatever action it deems appropriate to maintain the Unit or Common Element. The Association will not be liable to a Co-owner or any other Person in trespass or any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grants such easements, rights of entry, or other means of access. All expenses, costs, and reasonable attorneys' fees incurred by the Association in performing any responsibility set forth in this Section will be assessed against the Co-owner in accordance with Article II of the Amended and Restated Bylaws.

**Section 4. Telecommunications Agreements.**

The Association may grant easements, licenses, and other rights of entry, use, and access, and enter into any contract, agreement, and, to the extent allowed by law, contract for sharing of any installation or periodic subscriber service fees to provide for telecommunications to the Condominium or any Unit. All sums paid under this Section are receipts of administration and must be paid to the Association.

**Section 5. Emergency and Public Service Vehicle Access Easement and Peavy Road Access.**

The Township of Marion and any emergency service agency or other governmental unit has an easement over all roads and driveways in the Condominium. This easement is for ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, both public and private school transportation, and other lawful governmental or private emergency services to the Condominium. The U.S. Postal Service has an easement over the Condominium

roads for its vehicles for delivery of mail. The granting of these easements is not to be construed as a dedication of any streets, roads, or driveways to the public.

That portion of the road depicted on the site plan providing access to Peavy Road and designated as “emergency access” on the site plan is reserved and must be used only for emergency ingress and egress from the Condominium.

**Section 6. Utility Easements Dedication.**

The Developer, by the recording of the Master Deed, dedicated an easement for the benefit of the Co-owners and the Township over and under the parts of the Condominium depicted on Exhibit “B” as “Easement for Public Utilities” for the installation, construction, and maintenance of all public utilities, including, but not limited to, electric, natural gas, telephone, telecommunication systems, sanitary sewer, and water supply systems. In the event the Township utilizes, taps, ties into, extends, or enlarges any utilities located within the Condominium, it must pay all of the expenses reasonably necessary to restore the Condominium Premises to their condition immediately prior to such utilization, tapping, tying-in, extension, or enlargement.

**Section 7. Utility Easements Retained by Developer.**

The Developer reserves for the benefit of itself, its successors and assigns, easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, natural gas, electricity, telephone, telecommunication systems, storm water drainage system, and sanitary sewer mains. In the event the Developer utilizes, taps, ties into, extends, or enlarges any utilities or storm water drainage system located on the Condominium Premises, it must pay all of the expenses reasonably necessary to restore the Condominium Premises to their condition immediately prior to such utilization, tapping, tying-in, extension, or enlargement.

**Section 8. Road Easements Retained by Developer.**

The Developer reserves for the benefit of itself, its successors and assigns, perpetual ingress and egress over the roads within the Condominium for the purpose of providing access to Highway D-19 for co-owners of units to be developed on land legally described as the following:

**SOUTH AREA**

Commencing at the Northeast Corner of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 88°40’58” West 1415.75 feet along the North line of said Section 11 to the Place of Beginning; thence South 30°20’38” East 155.00 feet; thence South 02°48’54” West 421.53 feet; thence South 88°34’19” West 1156.51 feet; thence North 03°19’07” West 348.55 feet along the East line of “Marion Heights Subdivision” (as recorded in Liber 19 of Plats, Page 23 and 24, Livingston County Records), also being the centerline of Peavy Road (33 foot wide 1/2 Right-of-Way), also being the North-South 1/4 line of said Section 11; thence North 88°40’58” East 700.00 feet; thence North 03°19’07” West 210.00 feet; thence

North 88°40'58" East 431.18 feet along said North line of Section 11 to the Place of Beginning. Being part of the Northeast 1/4 of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan. Containing 11.67 acres of land, more or less.

As it relates to the following legally-described land, on or about October 24, 2023, the Developer agreed with the Township's Planning Commission to not construct or use a general private or public roadway connection through the Condominium along Spirea Lane and, if a connection through Spirea Lane is required by the governing fire authority, the connection will be set up with a gate that is controlled by the fire authority and will not be open for the use of the general public:

#### NORTH AREA

Commencing at the Southeast Corner of Section 2, T2N-R4E, Marion Township, Livingston County, Michigan; thence North 01°01'19" West 763.82 feet along the East line of said Section 2 to the PLACE OF BEGINNING; thence South 88°41'02" West 1281.23 feet; thence North 00°53'25" West 457.78 feet; thence South 88°40'58" West 984.10 feet; thence North 01°22'00" West 1036.00 feet along the East line of "Peavy Road Estates No. 1" (Liber 13 of Plats, Pages 24 and 25, Livingston County Records); thence the following two courses along the South line of Outlot "C" of said "Peavy Road Estates No. 1"; South 88°38'00" West 210.00 feet, and Southwesterly 47.12 feet along the arc of a 30.00 foot radius curve to the left through a central angle of 90°00'00" and having a long chord bearing South 43°38'00" West 42.43 feet; thence North 01°22'00" West 126.00 feet along the West line of said Outlot "C", also being the East line of Peavy Road (100 foot wide Right-of-Way); thence the following two courses along the North line of said Outlot "C"; thence Southeasterly 47.12 feet along the arc of a 30.00 foot radius curve to the left through a central angle of 90°00'00" and having a long chord bearing of South 46°22'00" East 42.43 feet, and North 88°38'00" East 210.00 feet; thence North 01°22'00" West 297.70 feet along said East line of "Peavy Road Estates No. 1"; thence North 88°46'51" East 800.33 feet along the East-West 1/4 line of Section 2; thence North 01°27'29" West 807.94 feet; thence South 88°50'54" West 231.79 feet; thence North 01°30'29" West 949.94 feet; thence along the Southerly Right-of-Way of the I-96 Expressway off ramp (Limited Access Highway) the following six courses: (1) South 44°03'44" East 933.22 feet, (2) Southeasterly, non-tangentially 28.20 feet along the arc of a 3199.04 foot radius curve to the right through a central angle of 00°30'18" and having a long chord bearing South 41°23'28" East 28.20 feet, (3) Southeasterly 633.32 feet along the arc of a 1070.92 foot radius compound curve to the right through a central angle of 33°53'00" and having a long chord bearing South 24°11'49" East 624.13 feet, (4) South 07°15'19" East 190.06 feet, (5) Southeasterly 386.81 feet along the arc of a 361.48 foot radius curve to the left through a central angle of 61°18'40" and having a long chord bearing South 37°54'39" East 368.62 feet and (6) South 68°33'59" East 60.47 feet; thence the following two courses along the Westerly line of Pinckney Road (D-19) (103 foot wide 1/2 Right-of-Way Limited Access Highway): Southerly 610.55 feet

along the arc of a 819.20 foot radius curve to the left through a central angle of 42°42'10" and having a long chord bearing South 05°10'14" East 596.52 feet and South 26°31'19" East 271.55 feet; thence South 63°28'28" West 226.37 feet; thence South 10°44'08" West 112.36 feet; thence South 60°44'08" West 130.00 feet; thence South 17°07'52" East 88.00 feet; thence South 62°07'52" East 228.00 feet; thence South 74°15'52" East 260.00 feet; thence South 39°44'52" East 125.00 feet; thence South 89°37'52" East 38.19 feet; thence along said Westerly line of Pinckney Road (D-19) Southerly 137.45 feet along the arc of a 1042.92 foot radius curve to the right through a central angle of 07°33'04" and having a long chord bearing South 04°47'51" East 137.35 feet; thence North 88°58'41" East 103.00 feet; thence South 01°01'19" East 207.48 feet along said East line of Section 2, also being the centerline of said Pinckney Road (D-19) to the Place of Beginning. Being a part of the Northeast fractional 1/4 and a part of the Southeast 1/4 of Section 2, T2N-R4E, Marion Township and City of Howell, Livingston County, Michigan, and also Outlot "C" of "Peavy Road Estates No. 1" (Liber 13 of Plats, pages 24 and 25, Livingston County Records). Containing 90.92 acres of land, more or less.

#### Section 9.      **Private Roads.**

The private roads, namely Spirea, Hosta, Sedum, and Yarrow and related improvements as shown on the Condominium Subdivision Plan and/or installed by the Developer or the Association, will be regularly maintained (including, without limitation, snow plowing), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and perform preventative maintenance of the Condominium roads on a regular basis in order to maximize their useful life and minimize repair and replacement costs. The entire road system will be maintained by the Association to allow for unobstructed access throughout the Condominium. All repairs to the roadway surface, sub-base, potholes, subgrades, mountable curb, and gutter and storm drainage system will conform to the Township private road standards and specifications for construction in effect at the time of the repair. As an absolute minimum standard, road snow plowing by the Association will take place when accumulated snow measures four (4") inches in depth and snow will be plowed to allow for unobstructed access throughout the Condominium; provided, however, that this provision does not preclude the Board, in its discretion, from setting a more stringent standard for the plowing of snow.

The storage or stacking of plowed snow along the entrance to individual driveways and at the intersections of Sedum and D-19 may not impair the clear vision standards of the Livingston County Road Commission and the Township Zoning Ordinance regulations. Neither the Township nor the Board of County Road Commissioners have responsibility for the maintenance and upkeep of the road within the Condominium.

If the Association fails to maintain the road in a reasonable state of repair, then the Township, pursuant to its ordinances as made and provided, may take action to bring the road up to Livingston County Road Commission Standards and assess the Co-owners for the improvements and an administrative fee in the amount of twenty-five (25%) percent of the total cost.

Co-owners using the road shall refrain from prohibiting, restricting, limiting, or in any manner interfering with normal ingress and egress and use by any of the other Co-owners. Normal ingress and egress and use included use by family, guest, invitees, vendors, tradesman, delivery persons, and others traveling to or returning from any of the properties and having a need to use the road.

**Section 10. Dedication of Wastewater Disposal Mains and Water Supply System; Special Sanitary Sewer Assessment; Special Water Supply Assessment.**

**A. Dedication and Conveyance.** By execution and recording of the Master Deed, the Developer dedicated and conveyed to the Township the wastewater disposal mains and appurtenances and water supply system and appurtenances in the Condominium, as more fully described in the construction plans filed with the Township.

**B. Special Assessment Districts for Sanitary Sewer and Water.** The Condominium was comprised of two parcels prior to the recording of the Master Deed. The parcels were identified by the following tax parcel numbers: (1) 4710-02-400-001 and (2) 4710-11-200-004. Only a portion of parcel 4710-02-400-001 is included in the Condominium. There are a total of 147 residential equivalent units ("REU") in the Condominium. As of May 22, 2001 the following were the principal amounts remaining owed to the Township for one (1) REU for sewer service and one (1) REU for water supply. Each year the Township summer tax bill is sent out July 1st and the annual payments on the sewer, supplemental sewer, and phase 2 sewer is included on those tax bills. The annual payments are as follows: Sewer is \$250.00 per REU with interest at 6.067% per annum; Supplemental Sewer is \$24.95 per REU with interest at 5.994% per annum; and Phase 2 Sewer is \$274.95 per REU with interest at 5.993% per annum. The annual assessment for water supply is included in the annual winter tax bill due December 1st each year with interest at 7% per annum.

**4710-02-400-001**

Sewer District 1 & 2 remaining principal per REU \$4,000.00  
Supplemental Sewer, remaining principal per REU \$449.10  
Sewer Phase 2 remaining principal per REU \$4,949.10  
Water District 1 remaining principal per REU \$2,170.00

**4710-11-200-004**

Sewer District 1 & 2 remaining principal per REU \$4,000.00  
Supplemental Sewer, remaining principal per REU \$449.10  
Sewer Phase 2 remaining principal per REU \$4,949.10  
Water District remaining principal per REU \$4,270.00

The Association hereby ratifies, confirms, and consents to the acts of the Township in establishing Special Assessment Districts 1 and 2, the Special Sewer Supplemental, and the Special Sewer Assessment Phase 2 for providing wastewater disposal (sanitary sewer) services to the Condominium.

Each of the Units will be assessed for one (1) REU that is the amount of sewage disposal capacity and water supply capacity calculated as being necessary to serve the usual needs of one (1) dwelling unit. The Co-owner of each Unit in the Condominium is responsible for the payment of the installments of principal and interest for each of the described special sewer and special water assessments assessed to their Units. In this respect, the Township acknowledges that upon the sale of a Unit in the Condominium, the full amount of the described special sewer assessments and special water assessment attributable to that Unit will not be called due. The purchaser may continue to pay the special sewer assessments and/or water assessment in annual installment payments, unless the purchaser prepays the special sewer assessments or water assessment when a Unit is sold. Annual installments of the special sewer assessments and water assessment will be pro-rated in accordance with the agreement made between the seller and purchaser in the purchase agreement for the Unit to be acquired.

**Section 11. Road Maintenance and Cost-Sharing with Meadows West Condominium.**

Developer and future Co-owners of Meadows West Condominium will have the perpetual right to the unrestricted use of Yarrow and Sedum Roads, only, in the Condominium for ingress and egress between Meadows West Condominium and Highway D-19 for the development, construction, and occupancy of Meadows West. As a condition for such use of the roads, upon and after the issuance of the first certificate of occupancy for a condominium unit in the Meadows West Condominium, Developer and/or the future Co-owners of Meadows West Condominium will collectively share in the cost of all maintenance, repairs, and/or replacement of the roads in the Project. The proportionate share of costs for which Developer and/or the future Co-owners of Meadows West Condominium will be responsible is based on: (1) the development of fifty-two (52) condominium units in Meadows West Condominium and the existence of 147 units in the Condominium, (2) Yarrow and Sedum Roads comprising thirty-two (32%) percent of the total linear feet of roads in the Condominium, and (3) the roads comprising forty (40%) percent and the private driveways and sidewalks comprising sixty (60%) percent of the total cost of snow removal in the Condominium. Based on these factors, the obligation of each unit in Meadows West Condominium to share in all costs of maintenance, repairs, and/or replacement of the roads in the Condominium will be calculated utilizing the following formulas:

A. Road maintenance, repair, and replacement:  $(\text{Total Cost} \times .32) \div 199 = \underline{\hspace{2cm}} / \text{unit}$  in Meadows West Condominium.

B. Snow removal:  $[(\text{Total Cost} \times .32) \times .40] \div 199 = \underline{\hspace{2cm}} / \text{unit}$  in Meadows West Condominium.

The Co-owners of the Condominium will be responsible for the payment of all expenses for the road maintenance, repair, replacement, and snow removal as a cost of administration by the Association, and the Association will be entitled to reimbursement from Developer and/or future Co-owners (individually and through their condominium owners association), as applicable, for their proportionate share of said expenses in accordance with the formulas set forth above. The Association will submit an invoice for payment of the proportionate share of all snow removal and road maintenance costs incurred in the Condominium to Developer and/or future Co-owners of Meadows West Condominium on a biannual basis. The Association will submit an invoice for

payment of the proportionate share of all road repairs or replacement costs incurred in the Condominium to Developer and/or future Co-owners of Meadows West Condominium upon payment of such expenses by the Association.

## **ARTICLE VIII AMENDMENTS**

This Amended and Restated Master Deed and its Exhibits may be amended as follows:

### **Section 1. Co-owner Approval.**

Except as otherwise provided in Section 2 below, the Association may make and record amendments to this Amended and Restated Master Deed, the Amended and Restated Bylaws, or the Condominium Subdivision Plan which materially alter or change the rights of a Co-owner or mortgagee upon the affirmative vote of two-thirds (2/3) of the Co-owners entitled to vote as of the record date for such vote, which will be the date that the acceptance of votes ends, unless otherwise established by the Board.

The Association reserves the right to amend this Amended and Restated Master Deed, the Amended and Restated Bylaws, or the Condominium Subdivision Plan without the consent of Co-owners or mortgagees so long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee as provided by MCL 559.190(1).

### **Section 2. Mortgagee Consent.**

If a proposed amendment will materially alter or change the rights of mortgagees as defined in MCL 559.190a(9), then the amendment will require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee will have one (1) vote for each mortgage held. Mortgagee approval will be solicited in accordance with MCL 559.190a.

### **Section 3. Modification of Units, Common Elements, and Percentage of Value.**

Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value of Units in the Condominium, as described in Article VI, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

### **Section 4. Termination, Vacation, Revocation, and Abandonment.**

The Condominium may be terminated only in accordance with MCL 559.151. The Condominium may be terminated, vacated, revoked, or abandoned with the written consent of eighty percent (80%) of the Co-owners and the vote of sixty-six and two-thirds percent (66 2/3%) of first mortgagees in accordance with MCL 559.190a(9)(a), and as otherwise allowed by law.

**Section 5.      Limitation on Co-owner Challenge.**

Any action by a Co-owner that disputes the validity of this Amended and Restated Master Deed or Amended and Restated Bylaws must be filed within one (1) year of the date this amendment is recorded with the Register of Deeds; otherwise, any such claim is barred.

**Section 6.      Mortgage Loan Financing.**

The Association may, without the consent of Co-owners and mortgagees, amend the Amended and Restated Master Deed or Amended and Restated Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority, or by any other institutional participant in the secondary mortgage market which purchases or insures such mortgages.

**Section 7.      Township Approval.**

Amendments to the Amended and Restated Master Deed, Amended and Restated Bylaws, and Condominium Subdivision Plan may not be made without the Township’s prior approval.

**ARTICLE IX  
CONFLICTING PROVISIONS**

If any provision of this Amended and Restated Master Deed or Exhibits “A” or “B” is found to conflict with any provision of the Condominium Act—or if any provision required by the Condominium Act is omitted—then the provisions of the Condominium Act are incorporated by reference and will supersede and cancel any conflicting provision. If any provision of this Amended and Restated Master Deed conflicts with any provision of the Amended and Restated Bylaws, the Condominium Subdivision Plan, the Articles of Incorporation, or any Rules and Regulations, then the following order of priority will control:

1. Amended and Restated Master Deed
2. Condominium Subdivision Plan
3. Amended and Restated Articles of Incorporation
4. Amended and Restated Bylaws
5. Rules and Regulations

If any provision of this Amended and Restated Master Deed is held in whole or in part to be unenforceable for any reason, then the remainder of that provision and the Amended and Restated Master Deed will be severable and remain in effect.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]


The Association has caused this Amended and Restated Master Deed to be executed the day and year first above written.

**The Meadows Condominium Homeowners Association**

By:   
Name: Mark Mynsberge  
Its: President

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF Oakland    )

On this 17<sup>th</sup> day of September, 2004 the foregoing Amended and Restated Master Deed was acknowledged before me by Mark Mynsberge, President of The Meadows Condominium Homeowners Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

  
Notary Public, Marsha Williams  
Oakland County, Michigan  
My Commission Expires: 9/10/2030  
Acting in Oakland County, Michigan

**Drafted by and when recorded, return to:**

Kayleigh B. Long  
Hirzel Law, PLC  
37085 Grand River Avenue, Suite 200  
Farmington, Michigan 48335  
(248) 478-1800

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**EXHIBIT A**  
**AMENDED AND RESTATED BYLAWS**  
**THE MEADOWS CONDOMINIUM**

**ARTICLE I**  
**ASSOCIATION OF CO-OWNERS**

**Section 1.     **The Association.****

The Meadows Condominium, a residential Condominium located in the Township of Marion, Livingston County, Michigan, is administered by an Association of Co-owners, a nonprofit corporation, The Meadows Condominium Homeowners Association (the "Association"). The Association is responsible for the management, maintenance, operation, and administration of the Condominium, subject to and in accordance with the Amended and Restated Master Deed, these Amended and Restated Bylaws, the Amended and Restated Articles of Incorporation, Rules and Regulations of the Association (collectively, the "Condominium Documents"), and the laws of the state of Michigan. All Co-owners and all Persons using or entering upon or acquiring any interest in any Unit or the Common Elements are subject to, and shall comply with, the Condominium Documents.

**Section 2.     **Purpose of Amended and Restated Bylaws.****

These Amended and Restated Bylaws are designated as both the Condominium Bylaws, as required by the Condominium Act, MCL 559.101, et seq., and the Corporate Bylaws, as required by the Michigan Nonprofit Corporation Act, MCL 450.2101, et seq. These Amended and Restated Bylaws supersede any prior Bylaws.

**ARTICLE II**  
**ASSESSMENTS**

The Association's levying of Assessments and collection of Assessments are governed by the following provisions:

**Section 1.     **Taxes and Assessments.****

The Association will be assessed as the Person in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners and personal property taxes based on that tangible property will be treated as expenses of administration. The levying of all property taxes and governmental special assessments will be assessed in accordance with MCL 559.231.

**Section 2. Expenses and Receipts of Administration.**

All costs incurred by the Association in satisfaction of any liability arising within, caused by, or in connection with the Common Elements or the administration of the Condominium are expenses of administration. All sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium are receipts of administration, within the meaning of MCL 559.154(4), except as modified by the specific assignment of responsibilities for costs contained in Article IV of the Amended and Restated Master Deed.

**Section 3. Determination of Assessments.**

Assessments will be determined as follows:

**A. Annual Budget and Annual Assessments.**

The Board will establish an annual budget that will project all expenses for the upcoming fiscal year. Any budget adopted must include an allocation to a reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with Subsection D below. Upon adoption of an annual budget by the Board, copies of the budget will be delivered to each Co-owner, either via mail or email, and the Annual Assessment for the year will be established based upon that budget. The failure to deliver a copy of the budget to each Co-owner, or otherwise send a bill, coupon, or invoice for an Assessment, will not waive a Co-owner's obligation to pay the Assessment. Failure or delay of the Board to prepare or adopt a budget for any fiscal year, or to send a bill, coupon, or invoice for Assessments, will not constitute a waiver or release in any manner of a Co-owner's obligation to pay Assessments. In the absence of any annual budget or adjusted budget, each Co-owner shall pay each Assessment at the rate established for the previous fiscal year until notified of any change in the installment payment, which will not be due until at least ten (10) days after a budget is adopted.

**B. Additional Assessments.**

The Board, in its sole discretion, may levy an Additional Assessment for the following purposes:

- (i) to meet deficits incurred or anticipated because current Assessments are insufficient to pay the costs of operation and maintenance;
- (ii) to assess any prior Annual, Additional, or Special Assessments that, in the Board's judgment, should have been imposed, or to correct mistakes or errors in the determination or imposition of Annual, Additional, or Special Assessments, even in circumstances where the Annual, Additional, or Special Assessments that should have been imposed or contained the mistakes or errors to be corrected were determined or imposed by a prior Board;

- (iii) to provide replacements of existing Common Elements;
- (iv) to purchase a Unit upon foreclosure; or
- (v) for any emergencies, as determined in the Board's sole discretion.

**C. Special Assessments.**

Special Assessments, in addition to those described in Subsection A and B above, may be levied by the Board as follows:

- (i) Except to the extent expressly stated otherwise in the Condominium Documents, common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a Limited Common Element must be specially assessed against the Unit to which that Limited Common Element was assigned at the time the expenses were incurred. If the Limited Common Element involved was assigned to more than one (1) Unit, then the expenses will be specially assessed equally against each of the Units to which such Limited Common Element was assigned so that the total of the special assessments equals the total of the expenses, except to the extent that the Condominium Documents provide otherwise.
- (ii) Any other unusual common expenses benefiting less than all the Units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project or by their licensees or invitees, must be specially assessed against the Unit(s) involved, including, but not limited to, any sums owed by a Co-owner under the Condominium Documents, any previously unpaid proportionate share of expenses, irrespective of whether such proportionate share of expenses could have been assessed under any prior version of the Condominium Documents, or any other contracts entered into between a Co-owner and the Association.
- (iii) Special Assessments for providing additions to the Common Elements. Special Assessments as provided for by this Subsection (iii) may not be levied without the prior approval of two-thirds (2/3) of all Co-owners entitled to vote.

The authority to levy Assessments pursuant to Article II, Section 3(B) and (C) of these Amended and Restated Bylaws is solely for the Association's benefit and is not enforceable by any of the Association's creditors, unless the Association voluntarily assigns the right to levy Assessments to any lender in connection with a voluntary loan transaction entered into by the Association.

**D. Reserve Fund.**

The Association shall maintain a reserve fund for major repairs and replacements of Common Elements, which, at a minimum, must be equal to the percentage of the Association's

current annual budget on a noncumulative basis that is required by the Michigan Administrative Rules, which, as of the effective date of these Amended and Restated Bylaws, is ten (10%) percent. The reserve must be funded at least annually from the proceeds of the Annual Assessments set forth in Subsection A of this Section, but may be supplemented by Additional or Special Assessments. The Board will annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such Rules and Regulations it deems desirable with respect to type and manner of investment, funding of the reserves, disposition of reserves, or any other matter concerning the reserve account(s). Association funds may only be invested in accounts or deposit certificates of a bank or savings association that are insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. Association funds also may be invested in interest-bearing obligations of the United States Government.

#### **E. Capital Contribution to Working Capital and Reserve Funds.**

Purchasers of a Unit are required to contribute to the Association an amount equal to two (2) months of the Annual Assessment and any Special Assessment related to the Limited Common Elements appurtenant to that Unit, if applicable, upon closing on the sale of the Unit, one (1) month of which will be deposited in the Association's working capital fund and the other month being deposited in the Association's reserve fund. The Association shall have any and all remedies with respect to the unpaid contribution that are provided in these Amended and Restated Bylaws for delinquent assessments.

#### **Section 4. Apportionment of Assessments.**

Unless otherwise provided in these Amended and Restated Bylaws or in the Amended and Restated Master Deed, all Assessments levied against the Units and Co-owners to cover expenses of management, administration, and operation of the Condominium must be apportioned equally among the Co-owners in accordance with the Percentage of Value assigned to each Unit in Article VI of the Amended and Restated Master Deed.

#### **Section 5. Payment of Assessments and Penalty for Default.**

Annual Assessments, as determined in accordance with Article II, Section 3(A) above, are payable by Co-owners in twelve (12) equal monthly installments, or in such installments as may be determined by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments are payable as stated in the notice announcing their levy. The Association, as the Board so determines, may establish one (1) or more required or preferred method(s) of payment, such as ACH payments, of Assessments and other charges due the Association. If the Board establishes a preferred method(s) of payment, then the Association may impose a surcharge or other fee for the use of non-preferred form(s) of payment, such as check, credit card, or cash.

The payment of an Assessment will be in default if such Assessment, or any part of the Assessment, is not paid to the Association in full on or before the due date for such payment, which

will be the first (1<sup>st</sup>) day of each calendar month or such other date as may be established by the Board. Assessments in default will bear interest at the highest rate allowed by law or seven (7%) percent per annum, whichever is lower, until paid in full. In addition, all Assessments, or installments, which remain unpaid as of ten (10) days after the due date, based on the postmark date or date of electronic transmission if sent electronically, may incur a uniform late fee of twenty-five (\$25.00) dollars to compensate the Association for administrative costs incurred as a result of the delinquency. The Board may revise the uniform late fees by adopting **Rules and Regulations** without the necessity of amending these Amended and Restated Bylaws. Once there is a delinquency in the payment of any installment of the Annual Assessments, then the remaining unpaid installments of the Annual Assessment for that fiscal year may be automatically accelerated so that such unpaid installments are immediately due and payable. Each Co-owner, whether one (1) or more Persons, is personally liable for the payment of all Assessments, including reasonable attorney's fees, costs, fines, late fees, and interest levied against their Unit while such Co-owner has an ownership interest in the Unit. Payments on account of installments of Assessments in default will be applied in the following order (from highest to least priority):

- a. to costs of collection, enforcement of payment, and enforcement of the Condominium Documents, including reasonable attorney's fees;
- b. fines;
- c. late fees;
- d. interest; and then
- e. to installments in default in order of their due dates.

A Co-owner transferring a Unit will not be entitled to any refund from the Association with respect to any reserve account or other asset of the Association.

#### **Section 6. Waiver of Use or Abandonment of Unit.**

No Co-owner is exempt from liability for contribution toward the expenses of management, maintenance, operation, or administration by: 1) waiver of the use or enjoyment of any of the Common Elements, 2) abandonment of the Co-owner's Unit, 3) incomplete repair(s), 4) failure of the Association to provide services or management to the Condominium or the Co-owner, or 5) for any other reason.

#### **Section 7. Enforcement.**

##### **A. Statutory Lien.**

Any sums assessed to a Co-owner that are unpaid, including reasonable attorney's fees, costs, fines, late fees, interest, or advances made by the Association for taxes or other liens to protect its lien, constitute a lien upon the Unit(s) owned by the Co-owner at the time of the Assessment before other liens to the extent provided by law. The lien upon each Unit owned by the Co-owner

will be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid Assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units. The Association may foreclose the lien by judicial action or advertisement.

#### **B. Remedies.**

In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent Assessments by a lawsuit for a money judgment, foreclosure of the statutory lien that secures payment of Assessments, or both. So long as the default continues, a Co-owner:

- i. may not withhold or escrow Assessments;
- ii. may not 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 services or management to a Co-owner in default;
- iii. will not be entitled to utilize any of the General Common Elements of the Condominium; and
- iv. will not be entitled to vote at any meeting of the Association so long as such default continues.

However, this provision will not deprive any Co-owner of ingress or egress to and from their Unit. The Association may also discontinue the furnishing of any utilities or services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. In a judicial foreclosure action, a receiver may be appointed to collect reasonable rent for the Unit from the Co-owner or any Persons claiming under them, and if the Unit is not occupied by the Co-owner, to lease the Unit and collect and apply the rental income as provided in this Article. The Association may also assess fines for late payment or nonpayment of Assessments in accordance with the provisions of Article XVI of these Amended and Restated Bylaws. All remedies are cumulative and not alternative.

#### **C. Foreclosure of Lien and Foreclosure Proceedings.**

Each Co-owner, and every other Person who has any interest in the Condominium, is deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of Assessments, costs, and expenses either by judicial action or advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and advertisement and the provisions of MCL 559.208 are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other Person who has any interest in the Condominium is deemed to have authorized the Association to sell or cause to be sold the Unit and Improvements with respect to which Assessments 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 acknowledges that at the time of acquiring title to such Unit, they were notified of the provisions of this Section 7 either in these Amended and Restated Bylaws or in the original Bylaws and that they 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 may bid at the foreclosure sale and acquire, hold, lease, mortgage, or convey the Unit sold.

**D. Notice of Action.**

The Association may neither commence a judicial foreclosure action nor publish any notice of foreclosure by advertisement until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at their last known address, of a written notice that an Assessment levied against the pertinent Unit is delinquent and that the Association may invoke any of its remedies if the default is not cured within ten (10) days after the date of mailing. The written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's 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. Such affidavit will be recorded in the Livingston County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten (10) day period, then the Association may take such remedial action as may be available to it under the Condominium Documents or Michigan law.

**E. Expenses of Collection.**

All expenses incurred in collecting unpaid Assessments or enforcing the Condominium Documents are chargeable to the Co-owner in default and are secured by the lien on the Co-owner's Unit. Expenses include, but are not limited to:

- i. interest;
- ii. fines;
- iii. late fees;
- iv. costs;
- v. reasonable attorney's fees, not limited to statutory fees and including attorney's fees and costs incurred (a) pre-litigation, (b) incidental to any bankruptcy proceedings filed by the Co-owner (whether delinquent or not) or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and (c) incidental to any court action or other proceeding filed by the Co-owner; and
- vi. advances for taxes or other liens or costs paid by the Association to protect its lien.

In the event of a foreclosure sale by the Association, the Co-owner will be liable for Assessments chargeable to the foreclosed Unit that become due before the expiration of the redemption period.

**Section 8.     **Liability of Mortgagee.****

The holder (including its successors and assigns) of any first mortgage of record covering any Unit in the Condominium who obtains title to the Unit pursuant to the foreclosure remedies provided in a mortgage will take the property free of any claims for unpaid Assessments or charges against the mortgaged Unit which became due prior to the date of the foreclosure sale. This provision does not apply to past due claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

**Section 9.     **Unpaid Assessments Due on Sale of Unit.****

Upon the sale or conveyance of a Unit, any unpaid Assessments, including interest, late fees, fines, costs, and reasonable attorney's fees against a Unit, will be paid out of the net proceeds of the sale price or by the purchaser in preference over any other Assessments or charges of whatever nature except (a) amounts due to a federal taxing authority, the state of Michigan, or any subdivision of the state of Michigan for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid Assessments.

**Section 10.    **Written Statement of Unpaid Assessments.****

A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid Assessments, interest, late fees, fines, costs, and reasonable attorney's fees outstanding against the Unit. The purchaser is neither liable for any unpaid Assessments, interest, late fees, fines, costs, and reasonable attorney's fees in excess of the amount set forth in the written statement nor will the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association at least five (5) days before the conveyance is liable for any unpaid Assessments against the Unit, together with interest, late fees, fines, costs, and reasonable attorney's fees incurred in connection with the collection of the Assessments. The Association may charge a fee as determined by the Board in its sole discretion for preparation of the statement.

**Section 11.    **Construction Liens.****

Construction liens attaching to any portion of the Condominium are subject to MCL 559.208, MCL 559.232, and the following limitations:

A. Except as provided below, a construction lien for work performed upon a Unit or a Limited Common Element may attach only to the Unit upon which the work was performed.

B. A construction lien for work authorized by the Association 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 construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Association.

D. An Association's lien upon a Unit has priority over any construction lien in accordance with MCL 559.208.

### **ARTICLE III ALTERNATIVE DISPUTE RESOLUTION**

#### **Section 1.     **Arbitration.****

Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims, or grievances arising among or between Co-owners or between Co-owner(s) and the Association will, upon the election and written consent of the parties to any such disputes, claims, or grievances and written notice to the Association, if applicable, be submitted to arbitration under the procedures set forth in the Uniform Arbitration Act. The parties will accept the arbitrator's decision as binding. The Commercial Arbitration Rules of the American Arbitration Association will be applicable to any such arbitration.

#### **Section 2.     **Right to Judicial Action.****

In the absence of the election and written consent of the parties pursuant to Section 1 above, a Co-owner or the Association is not precluded from petitioning the courts to resolve any such disputes, claims, or grievances.

#### **Section 3.     **Effect of Election to Arbitrate.****

Election by the parties to submit any dispute, claim, or grievance to arbitration will preclude those parties from litigating the dispute, claim, or grievance in the courts.

#### **Section 4.     **Mediation.****

The Association may, but is not obligated to, take enforcement action when a dispute under the Condominium Documents is solely a dispute between Co-owners involving an alleged nuisance or offensive behavior, not involving damage to the Common Elements and not involving a violation of the Association's architectural or maintenance standards. In any dispute between Co-owners, the Co-owners must first work in good faith with each other to resolve their differences before the complaining Co-owner reports an alleged violation of the Condominium Documents to the Association. A Co-owner's complaint to the Association about another Co-owner must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining Co-owner; and (d) provide the name, address, phone number(s), and email address(es) of the complaining Co-owner. In instances involving a dispute between two (2) or more Co-owners that has been presented to the Association, the Association may compel the disputing Co-owners to first attempt to mediate the dispute before considering any other action. All compelled mediation will be conducted by qualified outside mediators at the expense of the disputing Co-owners. In all other instances, mediation will be totally voluntary and upon agreement of the disputing parties.

## **ARTICLE IV INSURANCE**

### **Section 1. Responsibilities of Association.**

All insurance purchased by the Association will be for the benefit of the Association, the Co-owners, and their mortgagees, as their interests may appear, and provision will be made for the issuance of certificates of mortgagee endorsements to the Co-owners' mortgagees.

#### **A. Property Insurance.**

The Association will obtain property insurance that, at a minimum, provides insurance coverage for losses against fire, vandalism, malicious mischief, and other perils covered by standard extended coverage, on all Common Elements. The property insurance will be an "all-in/standard improvements" insurance policy that provides minimum insurance coverage that is equal to 100% of the full insurable replacement cost on all buildings, improvements, and structures in the Condominium, excluding the amount of any deductible, as determined annually by the Board. For purposes of this Article IV, "standard improvements" will be defined as the interior walls within a Unit, the pipes, wires, conduits, and ducts within the interior walls of a Unit, and all appliances, fixtures, equipment, and trim within a Unit that were furnished as standard items in accordance with the plans and specifications for the Unit that are on file with the Association (or any replacements that do not exceed the costs of such standard items). If the Board desires to obtain an insurance policy that provides less coverage, it may only do so with the prior approval of two-thirds (2/3) of all the Co-owners entitled to vote.

The property insurance will include all the following endorsements, if available and if it is commercially reasonable for the Association to obtain:

- (i) An inflation guard endorsement; and
- (ii) A building ordinance or law endorsement, which provides coverage for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction.

The Board, in its sole discretion, may obtain additional insurance coverage on the Common Elements or a Unit which exceeds insurance coverage provided by an "all-in/standard improvements" insurance policy, if available.

#### **B. General Liability Insurance.**

The Association will obtain "occurrence based" general liability insurance that, at a minimum, provides insurance coverage for losses against personal injury, bodily injury, and property damage on all Common Elements that the Association is responsible for the repair and replacement of under the Amended and Restated Master Deed, or any other areas or activities that

are under the Association's control. The minimum coverage under the general liability insurance will not be less than \$1,000,000.00 per occurrence.

**C. Worker's Compensation Insurance.**

The Association will obtain worker's compensation insurance, if it is legally required to carry such insurance under the Michigan Workers' Disability Compensation Act, MCL 418.101, et seq. The Association may obtain worker's compensation insurance, in the sole discretion of the Board, even if it is not legally required to do so.

**D. Directors and Officers Insurance.**

The Association will obtain directors and officers insurance with minimum coverage of \$1,000,000.00 in the aggregate.

**E. Crime or Employee Dishonesty Insurance.**

The Association will obtain crime or employee dishonesty insurance that covers all directors, officers, employees, volunteers, agents, and all other Persons who handle or are responsible for handling Association funds, unless the Association's maximum estimated funds that it will hold in a fiscal year are \$5,000.00 or less. The crime or employee dishonesty insurance will, at a minimum, provide coverage in an amount that equals no less than the maximum amount of funds the Association has at any one time during a fiscal year. If the Association implements one of the minimum financial controls in the Fannie Mae and Freddie Mac lending guidelines, such as those described in Fannie Mae Form 1076, then the minimum coverage of the crime or employee dishonesty insurance may be reduced to three (3) months of aggregate Assessments on all Units, plus reserve funds on hand. The minimum financial controls, which are subject to change by Fannie Mae and Freddie Mac, may include requiring: (i) separate accounts for the operating account and reserve account, each with appropriate access controls and monthly statements sent directly to the Association; (ii) a management company to separate records and accounts for each association that it manages and without authority to draw checks on or transfer funds from the reserve account; or (iii) that two (2) Board members must sign any checks withdrawing funds from the reserve account.

If the management agent, its employees, or other Persons handling Association funds cannot be added to the Association's crime or employee dishonesty insurance, then the Association will require the management agent to obtain crime insurance, employee dishonesty insurance, or a fidelity bond before handling Association funds. The Association may also require a management agent or other Persons handling Association funds to obtain crime insurance, employee dishonesty insurance, or a fidelity bond.

**F. Cyber Liability Insurance.**

The Association, in the sole discretion of the Board, may obtain cyber liability insurance in an amount that the Board deems appropriate. The Association may also require a management agent to obtain cyber liability insurance.

#### **G. Other Insurance.**

The Association may purchase any other insurance in an amount that the Board, in its sole discretion, deems appropriate, including, but not limited to, flood and umbrella insurance.

#### **H. Terms of Insurance Policies.**

The Association will use commercially reasonable efforts to obtain insurance from a licensed insurance company that meets all the minimum rating requirements under Fannie Mae and Freddie Mac lending guidelines, if any, and that contains the following terms:

- (i) A waiver of the insurance company's right to obtain subrogation for any claims against directors, officers, volunteers, or Co-owners;
- (ii) A cross-liability endorsement to cover claims that may be asserted by parties that are both insured under the Association's insurance; and
- (iii) Requires the insurance company to notify the Association in writing at least ten (10) days prior to cancelling or substantially modifying the Association's insurance.

#### **I. Cost of Insurance.**

All premiums for insurance purchased by the Association will be expenses of administration.

#### **J. Proceeds of Association Insurance.**

Proceeds of all the Association's insurance will be received by the Association and distributed to the Association, the Co-owners, and their mortgagees as their interests may appear. Whenever repair or replacement of the Condominium is required as provided in Article V of these Amended and Restated Bylaws, then the proceeds from any insurance received by the Association as a result of any loss requiring repair or replacement will be applied for such repair or reconstruction.

#### **K. Association as Attorney-in-Fact.**

Each Co-owner appoints the Association as their attorney-in-fact to act in connection with all insurance carried by the Association, and the Board has exclusive authority to adjust losses under insurance policies obtained by the Association.

The Association has full authority to purchase and maintain such insurance, pay premiums, collect and distribute proceeds to the Association, the Co-owners, and their respective mortgagees, as their interests may appear, subject to the Condominium Documents, execute releases of liability,

execute all documents, and do all things on behalf of such Co-owner and the Condominium as necessary or convenient to accomplish the foregoing.

In addition, the Board has the sole and exclusive right and authority to file, authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's insurance policy, regardless of the Person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Condominium Documents and in the Association's best interests. A mortgagee having an interest in any loss, however, may participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Premises under the Association's insurance policy will not give rise to any claim against the Association, the Board, or its managing agent.

**Section 2. Responsibilities of Co-owners.**

**A. Co-owner Insurance.**

Co-owners must obtain their own personal insurance, as set forth below, in addition to any insurance purchased by the Association. Co-owners are advised to consult with their insurance advisors to determine the type and amount of insurance that best suits their individual needs and will comply with their minimum insurance obligations. Each Co-owner shall obtain insurance for personal liability and property damage for their personal property, Unit, and all Common Elements that they are responsible for repair or replacement under the Amended and Restated Master Deed, including, but not limited to, the following:

- (i) The Unit, including all Improvements, betterments, fixtures, equipment, and trim within a Unit;
- (ii) Common Elements that the Co-owner is responsible for the repair or replacement of under the Amended and Restated Master Deed, including instances in which the Co-owner has failed to maintain the Common Element(s);
- (iii) All personal property of the Co-owner located within a Unit or elsewhere in the Condominium; and
- (iv) All alternative living expenses in event of fire or other casualty.

The Co-owner's insurance will provide minimum coverage that is equal to 100% of the full insurable replacement cost, excluding the amount of any deductible, on the Unit and all Common Elements that the Co-owner is responsible for repairing or replacing under the Amended and Restated Master Deed, except for those items, if any, defined in this Article as standard improvements.

## **B. Evidence of Insurance.**

Each Co-owner shall deliver insurance certificates to the Association to evidence the continued existence of all insurance required to be maintained by them.

## **C. Co-owner Indemnification.**

Each Co-owner shall indemnify and hold harmless the Association and every other Co-owner for all damages and costs, including, without limitation, reasonable attorney's fees, which the Association or such other Co-owner(s) suffer as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or other area for which the Co-owner is assigned the responsibility to maintain, repair, and replace. Each Co-owner will carry insurance to secure this indemnity. This Section will not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

### **Section 3. Determination of Primary Carrier.**

If there is overlapping insurance coverage under any policies carried by the Association and a Co-owner, then the determination of the primary carrier will be as follows:

#### **A. Association's Insurance.**

The Association's insurance will be primary, and the Co-owner's insurance will be the secondary after the Association's insurance is exhausted, in the following circumstances:

- (i) Property damage to a Common Element, or the contents of the Common Elements, that the Association is assigned responsibility for repair and replacement in Article IV of the Amended and Restated Master Deed or which are defined in this Article as standard improvements; and
- (ii) Personal injury, death, or other occurrences that arise out of or relate to a Common Element that the Association is assigned responsibility for repair and replacement in Article IV of the Amended and Restated Master Deed.

#### **B. Co-owner Insurance.**

The Co-owner's insurance will be primary, and the Association's insurance will be the secondary after the Co-owner's insurance is exhausted, in the following circumstances:

- (i) Property damage to a Unit, its contents, or a Common Element that the Co-owner is assigned responsibility for repair and replacement in Article IV of the Amended and Restated Master Deed and that are not defined in this Article as standard improvements; and
- (ii) Personal injury, death, or other occurrences that arise out of or relate to a Unit, its contents, or a Common Element that the Co-owner is assigned

responsibility for repair and replacement in Article IV of the Amended and Restated Master Deed.

**C. Association's Liability.**

If the Association's insurance is not deemed primary and the Association's insurance contributes to payment of a loss, then the Association's liability to the Co-owner will be limited to the amount of the insurance proceeds paid by the Association's insurance. If the Co-owner's insurance is deemed primary, the Co-owner's insurer will have no right of subrogation against the Association or its insurer.

**ARTICLE V  
RECONSTRUCTION OR REPAIR IN CASE OF INSURED CASUALTY**

**Section 1. Determination of Repair or Replacement.**

This Article applies to damage caused by casualty or another insurable event. All other situations involving maintenance, repair, and replacement are governed by Article IV of the Amended and Restated Master Deed. If the damaged property is a Common Element or a Unit, the property will be rebuilt or repaired if any Unit is tenantable; however, the Condominium may be terminated if approved by the affirmative vote of eighty (80%) percent of the Co-owners in value that are entitled to vote and unaffiliated with the Developer, the Developer, and not less than sixty-six and two-thirds (66 2/3%) percent of the institutional holders of a first mortgage lien on any Unit in the Condominium, in accordance with MCL 559.190 and MCL 559.190a(9)(a).

**Section 2. Repair and Replacement to Condition Existing Prior to Damage.**

Any repair or replacement must be substantially in accordance with the Amended and Restated Master Deed and the plans and specifications for the Condominium, except where changes are necessary to comply with local, state, or federal law. The Association and each Co-owner, as applicable, will make every reasonable effort to mitigate and prevent further damage to any Units and the Common Elements while waiting to undertake any necessary repairs or replacements.

**Section 3. Co-owner Responsibility for Repair or Replacement.**

**A. Definition of Responsibility.**

Each Co-owner will promptly repair or replace damage to their Unit, personal property, or Common Element for which they are responsible for repair and replacement in Article IV of the Amended and Restated Master Deed regardless of the cause or nature of any damage, including, but not limited to, instances in which the damage is incidental to or caused by:

- (i) a Common Element for which the Association is responsible pursuant to Article IV of the Amended and Restated Master Deed;
- (ii) the maintenance, repair, or replacement of any Common Element;

- (iii) the Co-owner's, occupant(s)', or invitee(s)' actions or any failure of the Co-owner, occupant, or invitee to take appropriate preventive action; or
- (iv) the malfunction of any appliance, equipment, or fixture located within or serving the Unit;

Notwithstanding the foregoing, a Co-owner who desires to make a repair to a Common Element or a structural repair, replacement, or modification to their Unit shall first obtain written consent of the Association.

#### **B. Damage when Association Insurance Applicable.**

If any damage to the Common Elements is the responsibility of the Association's insurance pursuant to the provisions of Article IV, then the repair or replacement will be the responsibility of the Association in accordance with Section 4 below, although the responsibility for costs will be allocated in accordance with the provisions of this Section and Section 4.

If: (i) any interior portion of a Unit is covered by the Association's insurance, (ii) the Association's insurer is responsible for paying a claim or is the primary carrier under Article IV, Section 3, and (iii) there is no coverage under the Co-owner's insurance, then the Co-owner will be entitled to receive the proceeds of such insurance and use them solely for necessary repairs, but the Co-owner will be responsible for any deductible amount. If there is a mortgagee endorsement, then the proceeds will be payable to the Co-owner and the mortgagee jointly.

#### **Section 4. Association Responsibility for Repair or Replacement.**

Subject to the responsibility of the Co-owners in Section 3 and other provisions of the Condominium Documents, the Association is responsible for repairing and replacing damage to the Common Elements for which it is responsible for repair and replacement in Article IV of the Amended and Restated Master Deed. The Association is not responsible for incidental damage caused by a General Common Element to any Person, personal property, Limited Common Element, or Unit.

As soon as possible after a casualty causing damage to the Common Elements for which the Association has the responsibility of repair or replacement, the Association will obtain reliable and detailed estimates of the cost to repair or replace. If insurance proceeds are insufficient to defray the estimated costs of repair or replacement, then the Association will levy an Assessment in sufficient amounts to provide funds to pay the costs of repair or replacement against either: (i) those Co-owners who are responsible for the costs of repair or replacement of the damaged property as provided in the Condominium Documents; or (ii) all Co-owners, if there are no Co-owners otherwise responsible for the costs of repair and replacement.

**Section 5.     **Timing.****

If damage to Common Elements or a Unit adversely affects the appearance of the Condominium or deprives Co-owners from using the Common Elements, then the Association or Co-owner responsible for repair and replacement will proceed with the repair or replacement of the damaged property.

**Section 6.     **Eminent Domain.****

Section 133 of the Condominium Act, MCL 559.233, will control upon any taking by eminent domain.

**ARTICLE VI  
RESTRICTIONS**

**Section 1.     **Use of Unit.****

**A. Residential Use.**

Units must be used for residential purposes only. No Co-owner may carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, except that Co-owners are allowed to have home offices in their Units provided the home offices:

- (i) do not involve additional pedestrian or vehicular traffic by customers, users, or beneficiaries of the services being performed or congestion within the Condominium;
- (ii) do not utilize or involve the regular or full-time presence of any employees within the Unit other than the individual Co-owner(s) and their families; and
- (iii) do not interfere with the quiet enjoyment or comfort of any other Co-owner or Nonco-owner occupant.

**B. Occupancy Restrictions.**

All Units must be occupied in strict conformance with the restrictions and regulations of the International Property Maintenance Code or such other codes or ordinances that may apply. Timesharing and interval ownership is prohibited.

## Section 2.     **Leasing and Rental of Units.**

### **A. Right to Lease.**

Co-owners leasing their Units prior to the effective date of these Amended and Restated Bylaws may continue leasing their Units so long as the provisions of the Condominium Documents are followed and an approved lease is on file with the Association prior to the effective date of these Amended and Restated Bylaws. No Co-owner may lease or sublease any Unit without the Association's written approval after the effective date of these Amended and Restated Bylaws. The Association's approval will not be given if the leasing of a Unit would result in any one (1) Person or entity or their affiliates or commonly owned entities leasing more than one (1) Unit at any given time. The Association's approval will not be given if the leasing of such Unit would cause the number of leased Units in the Condominium to exceed twenty (20%) percent of the total number of Units in the Condominium. The Association's approval will not be given if the Co-owner seeking to lease their Unit has not resided within the Condominium for one (1) year. Proof of residency must be supported by documentation that is required by the Board through **Rules and Regulations**. If a leased Unit is transferred or if a leased Unit is vacant for more than six (6) months, then all rights to lease that Unit will terminate and no further leasing of the Unit will take place without full compliance with this Section. No Co-owner will lease less than the entire Unit in the Condominium, and all leases must:

- (i) be for an initial term of not less than six (6) months;
- (ii) require the lessee to comply with the Condominium Documents;
- (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease; and
- (iv) provide that the Board has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days' prior written notice to the Co-owner in the event of a default by the tenant in the performance of the lease, including for violation of any provisions of the Condominium Documents.

For purposes of these Amended and Restated Bylaws, "lease" means: (i) any occupancy agreement, whether or not in writing or for rent or other consideration, where the Unit is not occupied by the Co-owner or an immediate family member of the Co-owner; and (ii) any form of occupancy agreement or arrangement under which the Co-owner of a Unit permits another Person to occupy all or less than all of a Unit for consideration. The term "lease" includes, but is not limited to, an oral or written lease, an oral or written license, or an occupancy or possessory arrangement facilitated by AirBnb, Booking.com, Expedia, FlipKey, HomeAway, Homestay, Hotels.com, House Trip, Priceline.com, Roomorama, Tripping.com, Trivago, VRBO, VayStays, or any other similar format, website, or online platform. The listing or advertisement of a Unit on one (1) of the formats, websites, or online platforms referenced in the preceding sentence is prohibited if the occupancy arrangement resulting from such listing or advertisement would be a violation of these Amended and Restated Bylaws.

## **B. Corporate Ownership.**

Any Co-owner whose Unit is owned by a corporation, limited liability company, partnership, trust, or other entity must designate in writing one (1) individual or family that is entitled to occupy the Unit. The designated individual or family must be an employee of or have an ownership or legal interest in the entity owning the Unit, e.g., being a named beneficiary of the trust. In addition, the designated individual or family must occupy the Unit for the minimum lease term set forth in Subsection 2(A)(i) above. Only the designated individual or family and their caregivers, co-habitants, and guests may use the Unit, otherwise the occupancy arrangement will be considered a "lease." If a Co-owner owns more than one (1) Unit, then the occupancy arrangement for any Unit not occupied by the designated individual or family will be considered a "lease." The Board further may deny occupancy of any Unit by any individual or family if the Board, in its sole discretion, determines that the Co-owner of such Unit is intending to or seeking to circumvent the meaning or intent of this Subsection. The Association may enforce this Subsection by injunctive relief, including a mandatory injunction requiring the sale of a Unit.

## **C. Exception to Twenty (20%) Percent Leasing Limitation.**

Notwithstanding anything to the contrary in this Section, if extenuating circumstances exist, then a Co-owner may apply to the Board for permission to lease their Unit, providing a written explanation of the extenuating circumstances. So long as leasing of the Unit will not result in that Co-owner or any related Person or entity leasing more than one (1) Unit, then, in the Board's sole discretion, the Association may allow a Co-owner to lease their Unit even though twenty (20%) percent or more of the Units may already be leased under the following circumstances:

- (i) A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;
- (ii) A Co-owner must relocate for medical purposes (treatment, rehabilitation, or recuperation) for a period likely to exceed six (6) months;
- (iii) A Co-owner must relocate for employment purposes for a period likely to exceed six (6) months;
- (iv) A Co-owner or the estate of a Co-owner must rent a Unit due to an inability to sell the same without incurring a financial loss as a result of mortgage liens recorded against the Unit exceeding the fair market value of the Unit;
- (v) The Unit to be leased is encumbered by a mortgage guaranteed by the Department of Veterans Affairs (in such case the Board must approve the request); or
- (vi) Any other extenuating situation approved by the Board.

#### **D. Procedures for Leasing.**

The leasing of Units must conform to the following provisions:

- (i) A Co-owner desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and supply the Association with a copy of the exact lease form to review to ensure compliance with the Condominium Documents. The Association may approve or disapprove any such proposed lease transaction in accordance with the provisions of this Section. The Association may also require the use of a standard lease form. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupant(s), along with the amount and due dates of any rental or compensation payable to the Co-owner and the term of the proposed arrangement. Co-owners who do not live in the Unit they own shall keep the Association informed of their current correct address, phone number(s), and an emergency phone number.
- (ii) The terms of all leases, occupancy agreements, and occupancy arrangements must incorporate, or be deemed to incorporate, all the provisions of the Condominium Documents and all tenants and Nonco-owner occupants shall comply with all of the conditions of the Condominium Documents, and all leases, rental agreements, and occupancy agreements must so state.

#### **E. Tenant Failure to Comply with Condominium Documents.**

If the Association determines the tenant or Nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, then, in addition to any other remedy allowed by law, the Association may take the following actions:

- (i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or Nonco-owner occupant.
- (ii) The Co-owner has fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or Nonco-owner occupant or advise the Association that a violation has not occurred.
- (iii) If after fifteen (15) days the Association believes the alleged breach is not cured or may be repeated, then it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or Nonco-owner occupant for breach of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant or Nonco-owner occupant and the Co-owner liable for any damages caused by the Co-owner, tenant, or Nonco-owner occupant in connection with the Unit.

#### **F. Notice of Co-owner Arrearage to Tenant.**

If a Co-owner is in arrears to the Association for Assessments, then the Association may give written notice of the arrearage to a tenant or Nonco-owner occupant occupying the Co-owner's Unit. After receiving the notice, the tenant or Nonco-owner occupant 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 will not be a breach of the rental agreement or lease by the tenant or Nonco-owner occupant. If the tenant or Nonco-owner occupant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may (1) prohibit the tenant or Nonco-owner occupant from utilizing any of the General Common Elements, (2) issue a statutory Notice to Quit for non-payment of rent and enforce that notice by summary proceedings, and/or (3) initiate proceedings pursuant to MCL 559.212(4)(b).

#### **G. Partial Exemption for FNMA, FHA, VA, Institutional Lenders, and Association.**

When in possession of a Unit following a foreclosure or after acquisition of title by deed in lieu of foreclosure, Fannie Mae, the Federal Housing Administration, any institutional holder of a first mortgage upon a Unit, and the Association will not be subject to the limitations in this Section with respect to the following:

- (i) the number of Units that may be leased at any time;
- (ii) the minimum lease term; and
- (iii) any requirement concerning the form and content of any lease or the Association's prior review and approval of any lease.

In addition, with respect to any Department of Veterans Affairs financing, to the extent that any provision set forth in the Condominium Documents regarding leasing is inconsistent with the requirements of guaranteed or direct loan programs of the Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

- (i) encumbered by DVA Financing; or
- (ii) owned by the Secretary of Veterans Affairs, an Officer of the United States.

The exemptions contained in this Subsection do not apply to such Person's or entity's successor, transferee, assignee, or designee.

#### **H. Lease Administrative Fees and Service Charges.**

The Association may charge such reasonable administrative fees, including attorneys' fees, for reviewing, approving, and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any administrative fees will be assessed to and collected

from the leasing Co-owner in the same manner as the collection of Assessments under Article II above. This provision shall also apply to occupancy agreements.

If the Association, through a Board member, contractor, or management agent, is asked to provide emergency service to a tenant or Nonco-owner occupant due to the unavailability of the Co-owner, or Co-owner representative, of the Unit, then a reasonable administrative fee, as established by the Board in its discretion, will be levied to the Co-owner's account. Any Co-owner may file with the Association a written request not to respond to such requests by a tenant or Nonco-owner occupant of that Co-owner's Unit and in such cases the Association will not respond. The Association will have no liability for not responding and will be indemnified and held harmless by the Co-owner for any damages or liability resulting from the Association's failure to respond.

### **Section 3.      **Alterations and Modifications.****

#### **A. General.**

##### *1.      Written Approval Required.*

No Co-owner may make any Improvement, alterations in exterior appearance, structural modifications to any Unit, including interior walls through or in which there exist easements for support or utilities, or make changes in the appearance or use of any of the Common Elements, Limited or General, without the Board's express written approval. In the event a Co-owner makes an Improvement, alteration in exterior appearance, structural modification, or change in the appearance or use of any of the Common Elements without the Board's prior written approval, in addition to the remedies provided in Article XV of these Amended and Restated Bylaws, the Board, in its discretion, may require the Co-owner to return the Unit and/or Common Elements to their original condition at the Co-owner's sole expense.

##### *2.      Plans and Specifications Required.*

Plans and specifications must be submitted to and approved by the Board prior to the commencement of construction, maintenance, alteration, or addition to any structure or Improvement for which the Association's approval is required. Any plans and specifications must show the nature, kind, shape, height, materials, color scheme, location, and approximate cost of such structure or Improvement and the grading or landscaping plan of the area to be affected, as appropriate, and any approval by the Board must be in writing.

The Association has the right to refuse to approve any plans, specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon plans, specifications, or grading or landscaping plans, it has the right to take into consideration the suitability of the proposed structure, Improvement, or modification, the site upon which it is proposed to be constructed, and the degree of harmony with the Condominium as a whole. Due to the variety in the configuration, design, location, or layout of the Units, every request for Association approval is to be considered and decided separately on its own respective facts, circumstances, and merits; no previously approved Improvements, past course of dealings, or past practices binds or requires the Board to approve or deny any later Improvement or

approval request. The Board has the authority to promulgate specifications, standards, requirements, and **Rules and Regulations** with respect to the design, style, location, number, color, and other specifications for any Improvement. The Board further has discretion to determine what is acceptable and what is objectionable and not permitted based on the Board's interpretation and determination of the overall aesthetics of the community.

3. *Written Modification Agreement.*

Any approval will be in a written instrument executed by the Co-owner and Association acknowledging that installation, maintenance, and insuring of all the Improvements are to be at the Co-owner's sole expense which may be recorded in the Board's discretion.

4. *Failure to Maintain and Repairs by the Association.*

If a Co-owner fails to maintain or repair any modification or Improvement to the Association's satisfaction, then the Association may undertake to maintain or repair the same and assess the Co-owner the costs and collect the same from the Co-owner in the same manner as provided for the collection of Assessments in Article II above. The Association may require the Co-owner to maintain insurance on any modifications or Improvements. A Co-owner must not in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, then the Association may remove any coverings or attachments of any nature that restrict such access and will not be responsible for repairing, replacing, or reinstalling any materials, regardless of whether the installation has been approved, that are damaged in the course of gaining such access. The Association is not responsible for monetary damages arising out of actions taken to gain necessary access.

5. *Indemnification by Co-owner.*

The Co-owner, including any subsequent Co-owner of the same Unit, who installs, places, or uses any given Improvement or modification must indemnify and hold the Association, the Board, and any other Co-owner or Nonco-owner occupant harmless from and against any and all liabilities, claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, which may result from or are in connection with such Improvement or modification.

**B. Satellite Dishes and Antenna.**

A Co-owner or a tenant otherwise in compliance with the Condominium Documents may install and maintain in a Unit or on a Limited Common Element appurtenant or assigned to the Unit, in which they have a direct or indirect ownership or leasehold interest and which is within their exclusive use or control, an antenna and/or a mast that supports an antenna. The antenna and mast that supports the antenna must be of the type(s) and size(s) described in 47 CFR 1.4000(a) of the Federal Communication Commission's Over-the-Air Reception Devices Rule (the "FCC Rule"), and any installation must conform with the limitations and procedures of this Section and all

applicable **Rules and Regulations**, except to the extent they conflict with the Federal Telecommunications Act of 1996 or the FCC Rule.

If an antenna or dish installation may not proceed as a matter of right under the FCC Rule, then a Co-owner must complete and submit to the Association a modification request, as described in Section 3(A) above, before an antenna may be installed. Antenna installation on a General Common Element is prohibited unless approved in writing by the Board in its sole discretion.

### **C. Modifications or Improvements to Accommodate the Disabled.**

A Co-owner may make Improvements or modifications to their Unit, including Common Elements and the route from the public way to the door of the Co-owner's Unit, at their expense if the purpose of the Improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the Unit or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the Unit. Such Improvements or modifications are subject to the following provisions:

- (1) Before an Improvement or modification allowed by this Subsection is made, the Co-owner shall submit plans and specifications for such alteration to the Association for approval. If the proposed alteration substantially conforms to the requirements of this Subsection, then the Association may not deny the same without good cause. A denial must be in writing and delivered to the Co-owner, listing the changes needed for the proposed alteration to conform. Any requests for approval by the Association under this Subsection must be acted upon no later than sixty (60) days after the required plans and specifications are submitted. Failure of the Association to approve or deny a request within the sixty (60) day period will entitle the Co-owner to undertake the alteration without the Association's approval.
- (2) The Improvement or modification must not impair the structural integrity of a structure, lessen the support of a portion of the Condominium, or unreasonably prevent passage by other residents of the Condominium upon the Common Elements.
- (3) The Co-owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the Improvement or modification, and such Improvement or modification must comply with all applicable state and local building requirements, health and safety laws, and ordinances and must be made as closely as possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.
- (4) Responsibility for the cost of any maintenance, repair, or replacement of an exterior alteration allowed by this Section will be in accordance with the provisions of MCL 559.147a.
- (5) A Co-owner having made an Improvement or modification allowed by this Subsection shall notify the Association in writing of their intention to convey any

interest in or lease their Unit to another not less than thirty (30) days before the effective date of the conveyance or lease. Not more than thirty (30) days after receiving such a notice, the Association may require the Co-owner to remove the Improvement or modification and restore the premises at the Co-owner's expense. In the absence of the required notice of conveyance or lease, the Association may at any time remove or require the Co-owner to remove the Improvement or modification at the Co-owner's expense; however, the Association may not remove or require the removal of an Improvement or modification if the Co-owner intends to resume residing in the Unit within twelve (12) months or a Co-owner conveys or leases the Unit to a person with disabilities who needs the same type of Improvement or modification or who has an individual residing with them who requires the same type of Improvement or modification. As used in this Section, "person with disabilities" means that term as defined in MCL 125.1502a of the Stille-Derossett-Hale Single State Construction Code Act.

#### **D. Perimeter/Common Walls.**

A Co-owner shall not damage, attach anything to, or alter perimeter/common walls between Units so as to compromise sound conditioning or fire integrity. Any repairs, replacements, additions, alterations, or modifications to the perimeter/common walls between Units must receive the Association's prior written approval, in accordance with Section 3(A) above, and approval from the appropriate local governmental authorities. In the event a violation of this Subsection is found to have occurred, the Co-owner in violation shall reimburse the Association all costs associated with having to investigate and determine such violation, including the cost of any engineer's report.

#### **Section 4. Landscaping and Decoration of Common Elements.**

No Co-owner may perform any landscaping, plant any trees, flowers, or shrubs, or place any ornamental materials, including, but not limited to, statuary, bird feeders, exterior lighting, fountains, furniture, implements, rocks, boulders, fencing, or other decorative items upon the Common Elements, Limited or General, unless the same is approved by the Board in writing (upon the submission of a request under Section 3 above) and conforms with any applicable **Rules and Regulations**.

#### **Section 5. Co-owner Maintenance of Unit and Limited Common Elements.**

Each Co-owner shall maintain their Unit and any appurtenant Limited Common Elements for which they have maintenance responsibility in a safe, clean, and sanitary condition. All Units must have operational smoke and carbon monoxide detectors installed at all times. Thermostats and water heaters serving any Unit must be maintained at not lower than fifty (50°) degrees Fahrenheit and the Co-owner must implement such other reasonable precautionary maintenance and winterization measures with respect to any vacant Unit as the Board requires. Each Co-owner shall also use due care to avoid damaging any of the Common Elements. Co-owners shall report to the Association any Common Element which has been damaged or is otherwise in need of maintenance, repair, or replacement as soon as it is discovered.

Co-owners shall report the presence of mold and insect and rodent infestations (including the presence of bed bugs) within their Unit to the Board or the Association's management company, if any, within twenty-four (24) hours. The Co-owner shall also prepare the plan for remediation and/or extermination, which must be approved by the Board in writing. The Association may conduct an inspection of the Unit following remediation and/or extermination. If the Board considers the Co-owner's plan for remediation and/or extermination to be insufficient or untimely, or if the Co-owner refuses to undertake any remediation and/or extermination efforts, then the Association may conduct its own remediation and/or extermination, including, but not limited to, within the Unit or any other Units affected by the infestation. The Co-owner of the Unit originally infested shall be responsible for the cost of remediation and/or extermination and any costs incurred by the Association.

Each Co-owner will be responsible for damages or costs to the Association and all other Co-owners resulting from damage to or misuse of any of the Common Elements by them or their family, guests, agents, or invitees, and from casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair, and replace. The responsible Co-owner will indemnify the Association for damages and costs incurred. If the Association files a claim under primary insurance carried by it for such damages and costs and the damages and costs are covered by such primary insurance, then the liability of the Co-owner will be limited to the amount of any non-covered damages and costs and the amount of the deductible.

#### **Section 6. Activities and Conduct upon the Condominium Premises.**

No illegal or offensive activity may be carried on in any Units or on the Common Elements, Limited or General, nor may anything be done which may be or become an annoyance or a nuisance to the Co-owners. No unreasonably noisy activity may be carried upon the Common Elements or in any Unit nor will speeding or other vehicular infractions be permitted which violate any Rules and Regulations, municipal ordinances, or state laws. Any use or activity that is in any way noxious, noisy, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the reasonable enjoyment of other Units in the Condominium is prohibited. The Board will be the final arbiter of whether a use or an activity is in violation of the foregoing restrictions. Disputes among Co-owners that cannot be otherwise amicably resolved must be mediated by the disputing Co-owners. No Co-owner may do, permit anything to be done, keep, or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the Association's written approval and each Co-owner shall pay the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

#### **Section 7. Aesthetics, Storage, Trash, and Use of Common Elements.**

The Common Elements, Limited or General, may not be used for storage of supplies, materials, personal property, trash, compost, recycling, or refuse of any kind, except as provided in the Amended and Restated Master Deed or **Rules and Regulations**. Co-owners may not store any supplies, materials, personal property, trash, compost, recycling, or refuse of any kind under their decks. The Common Elements may not be used in any way for the drying or airing of clothing or other fabrics. A Co-owner may place and maintain outdoor furniture and decorative foliage on their

Limited Common Element patio, deck, porch, or stoop. In general, no activity may be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, that is detrimental to the appearance of the Condominium.

All rubbish, trash, garbage, recycling, and other waste must be regularly removed from each Unit and is not allowed to accumulate inside. Trash receptacles must be stored in a Co-owner's garage and are not permitted on the Common Elements except for short periods of time as may be reasonably necessary to permit periodic collection of trash. Trash will be stored and handled in accordance with applicable Rules and Regulations and the ordinances of the Township. Co-owners are responsible for the collection and proper disposal of trash (or the costs of the Association collecting and disposing of such trash) dispersed about the Common Elements. If the Township by ordinance has a mandatory rubbish removal and recycling program, then each Co-owner will participate in such program and the Association will be billed by the Township for such services, which will be deemed to be an expense of administration. If the Township does not have a mandatory rubbish removal and recycling program, then the Association will be responsible for contracting for rubbish removal and recycling and the cost will be deemed to be an expense of administration.

**Section 8.      Obstruction of Common Elements.**

The Common Elements, including, without limitation, sidewalks, landscaped areas, driveways, roads, entry ways, porches, and patios, may not be obstructed in any way nor may they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches, toys, baby carriages, obstructions, or other personal property may be left unattended on the Common Elements.

**Section 9.      Exterior Lighting.**

All exterior lighting must be low-impact mounted fixtures. Lights must be directed toward and confined to the ground areas of lawns, driveways, walkways, porches, and stoops. Ballard lights may illuminate driveways, walkways, and sidewalks. All exterior garage lights must be regulated with timers so that they are energized after sunset and provide lighting for the Condominium.

**Section 10.     Basketball.**

No basketball rims or backboards may be installed on or attached to a Unit. Portable basketball poles, rims, and backboards must be stored in a Co-owner's garage at night. No basketball shooting, dribbling, or games may be played after sunset. Portable basketball poles, rims, and backboards must be positioned so that play is restricted to the Co-owner's driveway. Portable basketball poles, rims, and backboards may not be placed on any Condominium roads without the Board's prior written approval.

**Section 11.     Garage Doors.**

Garage doors must be kept closed at all times except as reasonably necessary to gain access to and from the garage.

**Section 12. Association's Rights of Access to Units and Limited Common Elements.**

The Association or its authorized agents may access each Unit and any appurtenant Limited Common Element during reasonable working hours upon reasonable notice to and a reasonable attempt to contact the Co-owner as may be necessary for the maintenance, repair, or replacement of any of the Common Elements or to access the Unit to inspect for violations of these Amended and Restated Bylaws. The Association or its agents may access each Unit and any appurtenant Limited Common Element at all times without notice to make emergency repairs or to prevent damage to the Common Elements or to another Unit. It is the Co-owner's responsibility to provide the Association with both the name and phone number of at least one (1) individual to contact in the event of an emergency and means of access to their Unit and any appurtenant Limited Common Element during all periods of absence and, in the event of the failure of such Co-owner to provide such emergency contact information or means of access, the Association may gain access in such manner as may be reasonable under the circumstances. The Association is not liable to such Co-owner for any necessary damage to their Unit and any appurtenant Limited Common Element or for repair or replacement of any doors or windows damaged in gaining such access. If it is necessary for the Association to gain access to a Unit or appurtenant Limited Common Element to make repairs to prevent damage to the Common Elements or another Unit or to protect the health, safety, and welfare of the residents in the Condominium, then any costs, expenses, damages, and attorney's fees incurred by the Association will be assessed to the responsible Co-owner and collected in the same manner as provided in Article II above.

**Section 13. Animals and Pets upon the Condominium Premises.**

No more than two (2) animals, including household pets, may be kept or allowed on the Condominium Premises without the Board's written approval. The written approval, if any, will only be given in the Board's sole discretion. Any such approval may be revocable at any time by the Association for failure of such animals or their owners to abide by the provisions of this Section and Rules and Regulations pertaining to the keeping of animals.

**A. Restrictions Applicable to Animals in the Condominium.**

All animals maintained on the Condominium Premises must be registered with the Association. No animals may be kept or bred for any commercial purpose. No animal may be permitted to be housed outside of a Unit nor may animals be tied or restrained outside or allowed to be loose upon the Common Elements. All animals must be leashed when outdoors with the leash being held and controlled at all times by an individual capable of controlling the animal. Each Co-owner and Nonco-owner occupant is responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner or Nonco-owner occupant. Except for the customary use of bird-feeders, Co-owners shall not feed wild animals on the Condominium Premises. No savage or dangerous animal of any type may be kept and any Co-owner who causes any animal to be brought, maintained, or kept on the Condominium Premises for any length of time shall indemnify and hold harmless the Association for any loss, damage, or liability, including attorney's fees and costs, which the Association may sustain as a result of the presence of such animal on the Condominium Premises. The Association may assess and collect from the responsible Co-owner such losses and damages in the manner provided in Article II above.

No animal that creates unreasonable noise and can be heard on any frequent or continuing basis may be kept in any Unit or on the Common Elements. The Association may charge Co-owners maintaining animals a reasonable Additional Assessment to be collected in the manner provided in Article II of these Amended and Restated Bylaws if it determines such Assessment is necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. All animals kept in accordance with this Section will be licensed by the municipal agency having jurisdiction and proof of the animal's shots will be provided to the Association upon request. The term "animal," as used in this Section, does not include small domesticated animals, such as small birds or fish, that are constantly caged.

The Board retains authority to approve the maintenance of animals that would otherwise violate this Subsection to the extent such approval is a reasonable accommodation under applicable state and federal laws protecting individuals with disabilities.

#### **B. Association Remedies.**

The Association may adopt **Rules and Regulations** with respect to animals as it deems proper. The Association may, after notice and hearing and without liability to the owner, remove or cause to be removed any animal from the Condominium that it determines to be in violation of the restrictions imposed by this Section or any applicable Rules and Regulations. The Association may also assess fines for any such violation(s).

#### **Section 14. Vehicles upon the Condominium Premises.**

##### **A. Prohibited Vehicles.**

The following vehicles may not be parked or stored upon the Condominium Premises except within a Co-owner's garage or otherwise in accordance with the provisions of this Section: commercial vehicles (as defined below), house trailers, boat trailers, camping vehicles/trailers, buses, watercraft, boats, motor homes, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles, unlicensed vehicles, and all-terrain vehicles. In addition, no Co-owner may use or permit the use by an occupant, agent, employee, invitee, guest, or member of their family of any casual motorized transportation anywhere within the Condominium, including, but not limited to, hoverboards, motorized scooters, motorized bicycles, mopeds, go-carts, golf carts, or dirt bikes. This provision is not intended to restrict the use of mobility scooters or power or electric wheelchairs within the Condominium.

Notwithstanding the foregoing, the following vehicles are permitted: currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation), and non-commercial pickup trucks, SUVs, and passenger vans (not exceeding twenty-three (23') feet in overall length) used as an occupant's primary means of transportation (and not for any commercial purposes). Motorcycles may only be operated on the private roads within the Condominium.

## **B. Temporary Presence.**

The Board has discretion to issue **Rules and Regulations** that provide for the temporary presence of the above enumerated recreational/leisure vehicles upon the Condominium Premises for proper purposes, such as loading, unloading, and storage of such vehicles. The Association is not responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for such purposes.

## **C. Commercial Vehicles.**

Except as provided above, commercial vehicles and trucks may not be parked in or about the Condominium unless parked in an area specifically designated by the Association or while making deliveries or pickups or providing services in the normal course of business.

For purposes of this Section, commercial vehicles means:

(i) any vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of twenty-three (23') feet, or more than two (2) axles; or

(ii) any vehicles or trucks either modified or equipped with attachments, equipment, or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment, or similar items.

For purposes of this Section, passenger vans, SUVs, and pickup trucks used as an occupant's primary means of transportation and for no commercial purpose whatsoever will not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle. The Association is not responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for such purposes.

## **D. Nonoperational Vehicles; Vehicles with Expired License Plates.**

Nonoperational vehicles or vehicles with expired license plates may not be parked on the Condominium Premises outside of a Co-owner's garage without the Board's written permission. If any vehicle parked upon the Condominium roads or General Common Element parking areas has not been moved for more than fourteen (14) consecutive days without the Association's prior written permission, then the Association may place a notice upon such vehicle indicating that it must be moved within seventy-two (72) hours of the notice being placed on the vehicle and, if the owner of the vehicle does not move the vehicle within this seventy-two (72) hour time period, then the Association may have the vehicle towed in accordance with Subsection F below at the owner's expense. Only nonemergency maintenance or minor repair of motor vehicles within a Co-owner's driveway is permitted on the Condominium Premises.

#### **E. Parking Restrictions.**

Each driveway leading into a garage may only be used by the Co-owner entitled to use the garage and may only have two (2) vehicles parked in the driveway at any given time. A Co-owner may not maintain more than four (4) vehicles upon the Condominium Premises, which must be accommodated in the Unit garage or driveway assigned to the Unit, unless the Board approves in writing otherwise. No parking of any vehicles whatsoever is allowed in designated fire lanes, in areas that encroach on or block the sidewalks or roads, or in violation of any Rules and Regulations, and no overnight parking on the roads is permitted. The Guest Parking Areas are to be used only for short-term parking by guests and invitees of Co-owners and in accordance with any applicable **Rules and Regulations**.

#### **F. Association's Rights to Sticker or Tow Vehicles.**

Subject to the notice location and content requirements of MCL 257.252k of the Michigan Vehicle Code, the Association may cause vehicles parked or stored in violation of this Section or any applicable **Rules and Regulations** to be stickered, removed, or towed from the Condominium Premises. 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 above. In such cases, the Co-owner will be responsible for the costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium.

#### **Section 15. Rules and Regulations Consistent with the Condominium Act.**

Rules and Regulations consistent with the Condominium Act, the Amended and Restated Master Deed, and these Amended and Restated Bylaws concerning the use of the Common Elements, the rights and responsibilities of the Co-owners and the Association with respect to the Condominium, or the manner of operation of the Association and the Condominium may be made and amended by the Board. Copies of all such **Rules and Regulations**, including any amendments, will be furnished to all Co-owners and become effective ten (10) days after they have been furnished to the Co-owners, or at such time as stated in the Rules and Regulations. Any Rules and Regulations or amendments may be revoked at any time by the affirmative vote of a majority of the Co-owners entitled to vote.

#### **Section 16. Prohibition of Dangerous Items upon the Condominium Premises.**

No Co-owner or Nonco-owner occupant may use or permit the use or discharge of any firearms, fireworks, air rifles, pellet guns, BB guns, bows and arrows, slingshots, or other similar dangerous weapons, projectiles, or devices anywhere on or about the Condominium Premises nor may any Co-owner or Nonco-owner occupant use or permit to be brought into the buildings in the Condominium any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property without in each case obtaining the Board's written consent.

No devices or items with an open flame, such as wood-burning grills, charcoal grills, or wood-burning or charcoal fire pits (whether open or enclosed), may be used at any time on the

General Common Elements or decks. Only gas and electric grills and gas and electric fire pits may be used in the Condominium and only on Limited Common Elements appurtenant to a Co-owner's Unit and while attended by a responsible individual.

**Section 17. Signs, Flags, and Holiday Decorations upon the Condominium Premises.**

*Signs, Flags, and Pennants.* No signs, notices, advertisements, pennants, or flags (other than a flag of the United States of America no larger than 3' x 5' permitted by the Freedom to Display the American Flag Act of 2005, 4 U.S.C. § 5, or MCL 559.156a, official State of Michigan flag, or official U.S. military service flags, but no more than two (2) of any at any given time) may be displayed that are visible from the exterior of a Unit without the Board's written permission. One "For Sale" and "Open House" sign is permitted, provided it is approved in writing by the Board. Attachments or installations to decks require the Board's written approval pursuant to Article VI, Section 3 above.

*Holiday Decorations.* Holiday decorations are permitted so long as they comply with any applicable Rules and Regulations.

The Board may implement **Rules and Regulations** regarding reasonable time, place, and manner restrictions relating to signs, flags, or holiday decorations.

**Section 18. Distribution of Materials to Co-owners in Condominium.**

No Co-owner will distribute written materials by attaching the same on another Co-owner's door or the outside of another Co-owner's Unit or by placing the same inside the Co-owner's Unit, inside another Co-owner's mailbox, or on the Common Elements. The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may make changes regarding the distribution of written or electronic materials through Rules and Regulations.

**Section 19. Garage and Estate Sales.**

Only periodic, Condominium-wide garage sales, as authorized by the Board, are permitted anywhere within the Condominium Premises. An estate sale may occur only with the Board's prior written approval.

**Section 20. Window Bars.**

Co-owners shall not install any bars or other similar visible security protection devices in the interior or exterior of any window.

**Section 21. Drones, Unmanned Aerial Vehicles, and the Air Space Above the Condominium.**

Drones, remote control airplanes, remote control helicopters, remote control vehicles, robots, and other unmanned vehicles of any type may not be utilized in or on the Common Elements

or in the airspace above the Condominium unless the use of the same is approved by the Board in writing and conforms with the **Rules and Regulations**. Additionally, any use of a drone, remote control airplane, remote control helicopter, remote control vehicle, robot, or other unmanned vehicle in or on the Common Elements or in the airspace above the Condominium must comply with any and all applicable federal law, Michigan law, or any rules and regulations imposed by the Federal Aviation Administration.

**Section 22. Electric Vehicles and Electric Vehicle Charging Stations.**

Co-owners may install electric vehicle charging stations if all the following requirements are met: 1) the Co-owner submits a written request to the Board seeking a modification to allow for the installation of an electric vehicle charging station in their garage; 2) the Co-owner agrees to be responsible for all costs, liability, insurance, and any other requirements as determined by the Board for the repair, maintenance, and upkeep of the electric charging station, including all electricity costs associated with same; 3) the Co-owner agrees to indemnify the Association for any liability relating to the electric vehicle charging station; 4) the Board, in its discretion, authorizes the modification in writing; 5) a written modification agreement is drafted and recorded in the Register of Deeds at the Co-owner's expense; and 6) a licensed electrician installs the electric vehicle charging station in accordance with the manufacturer's specifications or any other requirements imposed by the Board.

The storage and use of an electric vehicle or electric personal mobility device that contains a lithium-ion battery is prohibited absent certification by an accredited testing laboratory that the battery meets the laboratory's applicable standards for fire safety. Lithium-ion batteries must be stored and charged in accordance with manufacturer specifications. The assembly or reconditioning of a lithium-ion battery on the Condominium using cells removed from used storage batteries is prohibited.

The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may make such changes regarding the use of electric vehicles and electric vehicle charging stations through **Rules and Regulations**.

**Section 23. Alternative Energy Sources.**

Co-owners may install alternative energy sources, including, but not limited to, solar panels and permanently-mounted generators, if all the following requirements are met: 1) the Co-owner submits a written request to the Board seeking a modification to allow for the installation; 2) the Co-owner agrees to be responsible for all costs, liability, insurance, and any other requirements as determined by the Board for the repair, maintenance, and upkeep of the alternative energy source; 3) the Co-owner agrees to indemnify the Association for any liability relating to the alternative energy source; 4) the Board, in its discretion, authorizes the modification in writing; 5) a written modification agreement is drafted and recorded in the Register of Deeds at the Co-owner's expense; and 6) the Co-owner installs or causes to be installed the alternative energy source in accordance with the manufacturer's specifications or any other requirements imposed by the Board. The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may make such

changes regarding the use and installation of alternative energy sources through **Rules and Regulations**.

**Section 24. Exterior Cameras and Recording Devices.**

Exterior-mounted cameras or recording devices may only be installed with the Board's prior written approval. Any such camera or recording device must be mounted so as to avoid recording the interior of any Unit. Notwithstanding the foregoing, and unless specifically prohibited by Rules and Regulations, a Co-owner may install a "doorbell-style" camera to replace an existing doorbell without having to obtain express written permission of the Board. The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may make changes regarding the installation and use of exterior cameras and recording devices through **Rules and Regulations**.

**Section 25. Internet Use and Security.**

No Co-owner may access another Co-owner's Wi-Fi, internet, cable, or other telecommunications signals, lines, or transmissions without the express written consent provided by the other Co-owner. The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may promulgate **Rules and Regulations** regarding the use of Wi-Fi, internet, cable, or other telecommunications signals, lines, or transmissions, including, but not limited to, hacking, illegal activities, obscenities, physical threats, sending viruses, or spamming.

**Section 26. Smart Phones, Cameras, Audio Recording Devices, and Video Recording Devices.**

In order to foster the free exchange of ideas and promote frank discussions at meetings of the Co-owners and meetings of the Board, the usage of recording devices on smart phones, cameras, audio recording devices, or other video recording devices is prohibited unless specifically authorized by a resolution of the Board at such a meeting. Any Person(s) found to violate this provision shall immediately delete or remove any such recording(s) and cause any copies of such recording to be deleted or removed and the Board may issue a fine(s) in accordance with Article XVI below. The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may make such changes regarding the use of smart phones, cameras, audio recording devices, and video recording devices through **Rules and Regulations**.

**Section 27. Social Media and Webpage Use.**

The Association, through its Board, may create or utilize various social media accounts, hotlines, or webpages to promote, advertise, or inform the general public or the Co-owners regarding the Condominium. The Board may regulate the information provided and shared to the general public or Co-owners.

Except as authorized by the Board in writing, no Co-owner or Nonco-owner occupant may use the name of The Meadows Condominium Homeowners Association, or any derivative thereof, in any website domain name, web address, URL, or social media address, including Facebook. No Co-owner or Nonco-owner occupant may use the name The Meadows Condominium Homeowners

Association, or any derivative thereof, in any printed, electronic, or promotional material without the Board's prior written consent. Co-owners and Nonco-owner occupants, however, may use the name The Meadows Condominium Homeowners Association in printed, electronic, and promotional material where such words are used solely to specify where their respective Unit is located within The Meadows Condominium.

**Section 28.    Smoking.**

The legal use of tobacco products is permitted within a Unit and outdoors so long as it does not violate any provision of these Amended and Restated Bylaws, create a nuisance as determined by the Board in its sole discretion, or otherwise interfere with the use and enjoyment of another Unit or the Common Elements by another Co-owner or a Nonco-owner occupant. A Co-owner who permits smoking inside a Unit may be required to use an air purification system that has been approved by the Board. If a Co-owner, Nonco-owner occupant, tenant, guest, or invitee fails to comply with this Section, then the Association may send written notice of such non-compliance to the Co-owner of the Unit, who then has fifteen (15) days from the date of such written notice to investigate and remediate, if necessary, any violation. If after fifteen (15) days the Association believes the alleged violation has not been cured or may be repeated, then, in addition to any other remedy allowed by these Amended and Restated Bylaws, the Board may, after providing written notice and an opportunity to respond to the Co-owner, vote to ban smoking within the Unit.

**Section 29.    Conveyance of Unit.**

A Co-owner intending to sell or lease a Unit, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and furnish the name and address of the intended purchaser or lessee and such other information as the Association may require. The Co-owner shall provide to the proposed tenant or purchaser all Condominium Documents.

Any Co-owner who acquires a Unit from a Co-owner then in violation of the Condominium Documents will also be in violation of the Condominium Documents to the same extent as the Co-owner from whom the Unit was acquired, to the extent such liability is permitted by the Condominium Act.

**Section 30.    Association Approvals Revocable.**

All Association approvals given in accordance with these Amended and Restated Bylaws are a revocable license that can be withdrawn upon thirty (30) days written notice in the event of noncompliance with the conditions of such approval.

**Section 31.    Application of Restrictions to the Association.**

None of the restrictions contained in this Article VI or elsewhere in these Amended and Restated Bylaws or the Amended and Restated Master Deed apply to the activities of the Association in furtherance of its powers and purposes set forth in the Amended and Restated Master

Deed, these Amended and Restated Bylaws, and the Amended and Restated Articles of Incorporation, including any amendments.

## **ARTICLE VII MORTGAGES**

### **Section 1. Notification of Mortgage to Association.**

Any Co-owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee within thirty (30) days of the execution of the mortgage by the Co-owner. The Association shall maintain such information in a book entitled "Mortgages of Units."

### **Section 2. Notification to Mortgagee of Insurance Company.**

The Association shall provide a mortgagee with complete information on the insurance carried by the Association if so requested by the mortgagee.

### **Section 3. Notification to Mortgagee of Meetings.**

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

### **Section 4. Notification to Mortgagees and Guarantors.**

The Association shall give the holder of any mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of the following:

- (i) any proposed action that requires the consent of a specified percentage of mortgagees, whether contained in the Amended and Restated Master Deed or these Amended and Restated Bylaws;
- (ii) any delinquency in the payment of Assessments or other charges by a Co-owner that is not cured within sixty (60) days;
- (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (iv) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

### **Section 5. Co-owner Consent to Contact Mortgagees and other Interested Parties.**

The Association may, at the written request of a mortgagee of any such Unit, report any unpaid Assessments due from the Co-owner of such Unit. Each Co-owner expressly authorizes the Association and its agents and attorneys to disclose the fact, nature, and extent of any delinquency

in the payment of Assessments to any individuals or entities in relation to the Association's efforts to collect Assessments or enforce its lien, including the Register of Deeds, the Sheriff's Department, any newspaper or publication, and all those who may learn of the delinquency by reviewing the Register of Deeds or the publication or posting of any foreclosure notice. Each Co-owner authorizes the Association and its agents and attorneys to disclose the fact, nature, and extent of any delinquency in the payment of Assessments to any mortgagee or lien holder against any Unit owned by the delinquent Co-owner.

**Section 6. Rights of First Mortgagees.**

Nothing contained in the Condominium Documents will 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 Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

**ARTICLE VIII  
MEMBERSHIP AND VOTING**

**Section 1. Designation of Members.**

Each Co-owner is a member of the Association and no other Person or entity is entitled to membership.

**Section 2. Co-owner's Share of the Funds.**

The share of a Co-owner in the Association's funds and assets cannot be assigned, pledged, or transferred by a Co-owner except as appurtenant to the transfer of a Unit.

**Section 3. Co-owner Voting Designation.**

Except as limited in these Amended and Restated Bylaws, each Co-owner is entitled to one (1) vote for each Unit owned provided that the Co-owner is in good standing and not in default of any provision of the Condominium Documents. If a Unit is jointly owned by more than one (1) Co-owner, then the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

**Section 4. Evidence of Ownership for Voting Purposes.**

No Co-owner may vote at any meeting of the Association until they have presented written evidence of ownership of a Unit in the Condominium to the Association, unless the Board opts to waive this requirement. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required within these Amended and Restated Bylaws or by a proxy given by such individual representative.

**Section 5. Designation of Voting Representative.**

Each Co-owner shall file a written notice with the Association designating the individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. The notice must state the name and address of the individual representative designated, the number(s) of the Unit(s) owned by the Co-owner, and the name and address of each individual, firm, corporation, partnership, limited liability company, association, trust, or other entity that is the Co-owner. Such notice must be signed and dated by each Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new written notice as set forth in this Subsection. At any meeting, the filing of such written notice as a prerequisite to voting may be waived by the chairperson of the meeting.

**Section 6. Quorum: Meetings of Members.**

The presence in person or by proxy of twenty-five (25%) percent in value of the Co-owners qualified to vote constitutes a quorum for holding a meeting of the members of the Association. A Co-owner may submit a written ballot or proxy prior to or at any meeting in lieu of attending the meeting in person, or by such date that is established for voting where no physical meeting is held, and any such vote will be counted in determining quorum. Any member who participates by remote communication in a meeting of members of the Association, as provided in Article IX, Section 5 below, will also be counted in determining the necessary quorum.

**Section 7. Voting.**

Votes may be cast in person, in a writing signed by the designated voting representative, by voting at a designated polling location, or by any other means allowed by the voting procedures adopted by the Board for a given vote, provided the same are not in violation of the provisions of these Amended and Restated Bylaws or Michigan law. Any written or electronic votes cast by any permitted means must be filed with the agent designated by the Board to receive such votes at or before the appointed time of each meeting of the members of the Association or voting deadline if no meeting is held. Votes may be cast by mail, fax, delivery, Electronic Transmission, or any other method approved by the Association in advance of the vote. Cumulative voting will not be permitted.

**Section 8. Majority.**

Unless otherwise provided by law or the Condominium Documents, the approval of a majority of the members will be construed to mean a majority (or other stated percentage) in value of the votes cast by those qualified to vote at a meeting of the Co-owners.

**Section 9. Action without Meeting.**

Any action that may be taken at a meeting of the members may be taken without a meeting by written vote of the members. Written votes must be solicited in the same manner as provided in these Amended and Restated Bylaws for the giving of notice of meetings of members. Such

solicitations must specify (a) the value of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action, and (c) the time by which written votes must be received in order to be counted. The form of written vote must afford an opportunity to specify a choice between approval and disapproval of each matter and provide that where the member specifies a choice, the vote will be cast in accordance with that choice. Approval by written vote will be constituted by receipt, within the time period specified in the solicitation, of (i) a value of written votes which equals or exceeds the quorum that would be required if the action were taken at a meeting and (ii) a value of approvals that equals or exceeds the value of votes that would be required for approval if the action were taken at a meeting at which the total value of votes cast was the same as the total value of written votes cast.

## **ARTICLE IX MEETINGS**

### **Section 1. Place of Meetings.**

Meetings of the Association members will be held at the Marion Township Hall or another location designated by the Board. Meetings of the Association members will be conducted in accordance with Robert's Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Amended and Restated Articles of Incorporation, the Amended and Restated Master Deed, or Michigan law. Only Association members in good standing, and their legal representatives, may speak, address the Board, or address the members at meetings of the Association. Any Person in violation of this provision or the rules of order governing the meeting, as determined by the Board, may be removed from such meeting without any liability to the Association or its Board.

### **Section 2. Annual Meetings.**

The annual meeting of members of the Association will be held at such time as determined by the Board. The Board may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one (1) such meeting is held in each calendar year.

### **Section 3. Special Meetings.**

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

### **Section 4. Notice of Meetings.**

The Secretary (or other Association officer in the Secretary's absence) shall serve a notice of each annual or special meeting, stating the time, place, and purpose of the meeting, upon each Co-owner entitled to vote 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 pursuant to Article VIII, Section 5 of these Amended and Restated Bylaws or to the address of the Unit owned by the Co-owner will be deemed notice served. Notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address or the Co-owner is a resident of the Unit. Notice may also be given via Electronic Transmission if authorized by the Person entitled to receive it. 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 will be deemed due notice.

**Section 5.      Participation by Remote Communication.**

A member may participate in a meeting of the members via telephone or other means of remote communication if all persons participating in the meeting may communicate with each other. All participants will receive notice of the means of remote communication in use and the names of the participants in the meeting will be divulged to all members. Members participating in a meeting via remote communication are considered present in person and may vote at such meeting if all the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting via remote communication is a member or proxy holder; (b) the Association implements reasonable measures to provide each member and proxy holder a reasonable opportunity to participate in the meeting and vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any member or proxy holder votes or takes other action at the meeting via remote communication, a record of the vote or other action is maintained by the Association. The Association may hold a meeting of the members conducted solely via remote communication.

**Section 6.      Adjournment for Lack of Quorum.**

If any meeting of Co-owners cannot be held because quorum is not met, then 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. The quorum for each subsequent adjournment of a meeting will be reduced by one-half (1/2) from the quorum requirement of the previously scheduled meeting.

**Section 7.      Consent of Absentees.**

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

**Section 8.      Minutes; Presumption of Notice.**

Minutes or a similar record of the proceedings of all meetings of members and the Board must be kept by the Association and, when signed by the President or Secretary, are presumed

accurate. A recitation in the minutes of any such meeting that notice of the meeting was properly given is prima facie evidence that such notice was given.

**Section 9.      Conduct of Meetings.**

The order of business at all meetings of the members will be determined by the Board. Meetings of members may be chaired by the most senior officer of the Association present at such meeting unless the Board appoints a different chairperson for the meeting. For purposes of this Section, the order of seniority of officers is President, Vice President, Secretary, and Treasurer.

**ARTICLE X  
BOARD**

**Section 1.      Qualifications and Number of Directors.**

The affairs of the Association will be governed by a Board, all of whom must be Co-owners in good standing. Good standing is deemed to be a Co-owner who is not in default of any of the provisions of the Condominium Documents. A Co-owner who is in default of the Condominium Documents is not qualified to be elected or appointed as a director. Any director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the director is not permitted to vote on any delinquency matter of another Co-owner, including matters that may affect the director's own Unit. If the director does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 7 of this Article, the director will be automatically removed from the Board for the remainder of their term and the vacancy will be filled in accordance with Section 6 of this Article. The Board will consist of five (5) members. No two (2) occupants of the same Unit may serve on the Board at the same time. Directors will serve without compensation.

**Section 2.      Term of Directors.**

For each year after the adoption of these Amended and Restated Bylaws, either three (3) directors or two (2) directors may be elected for two (2) year-terms, depending on how many directorships expire that year. All directors will hold office until their successors have been elected.

**Section 3.      General Powers and Duties.**

The Board has all powers and duties necessary for the administration of the Association's affairs and may do all acts and things not prohibited by the Condominium Documents or otherwise required to be exercised and done by the Co-owners. In addition to the foregoing general powers and duties imposed by these Amended and Restated Bylaws or any further powers and duties which may be imposed by law or the Amended and Restated Articles of Incorporation, the Board is responsible for the following:

**A. Management and Administration.** To manage and administer the affairs of and maintenance of the Condominium and the Common Elements.

**B. Collecting Assessments.** To levy and collect Assessments and to use the proceeds for the Association's purposes.

**C. Insurance.** To carry insurance and collect and allocate the proceeds of insurance.

**D. Rebuild Improvements.** To reconstruct or repair the Condominium after casualty.

**E. Contract and Employ Persons.** To contract for and employ Persons, firms, corporations, or other agents to assist in the Condominium's administration.

**F. Real or Personal Property.** To acquire, own, maintain, improve, buy, operate, manage, sell, convey, assign, mortgage, or lease any real or personal property, including any Unit, and any easements, rights-of-way, and licenses, either contiguous or not to the Condominium, on behalf of the Association.

**G. Easements and Telecommunications.** To grant easements, licenses, and rights of entry and enter into any contract or agreement, including wiring, utility, right of way, access, and multi-Unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna, and similar services (collectively, "Telecommunications") to the Condominium or any Unit. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees for the privilege of installing same or sharing periodic subscriber service fees, are receipts affecting the administration of the Condominium within the meaning of the Condominium Act and must be paid over to and will be the Association's property.

**H. Borrow Money.** To borrow money and issue evidence of indebtedness and secure the same by mortgage, pledge, or lien with the prior approval from two-thirds (2/3) of Co-owners entitled to vote.

**I. Rules and Regulations.** To make and enforce Rules and Regulations in accordance with Article VI, Section 15 of these Amended and Restated Bylaws.

**J. Committees.** To establish executive or non-executive committees and delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

**K. Enforce Documents.** To enforce the provisions of the Condominium Documents.

**L. In General.** To engage in any activity, make and perform any contract, and exercise all powers necessary or convenient for the Condominium's administration, management, maintenance, repair, replacement, and operation.

**Section 4.      **Emergency Powers.****

If a State of Emergency is declared by a municipal, county, state, or federal authority, then the Board will have the following emergency powers that it may exercise, in its sole discretion, to protect the health, safety, and welfare of the Co-owners throughout the pendency of the State of Emergency and up to thirty (30) days after the expiration of the State of Emergency:

A. To take any action necessary to implement any order or guidance of a governmental entity (“Emergency Order”). If the Condominium Documents conflict with any Emergency Order, then the terms of the Emergency Order will control.

B. To determine that any portion of the Condominium is unavailable for entry, occupancy, or use or is limited in occupancy or use based upon any information contained within an Emergency Order, a government official’s directive, or a licensed professional’s opinion.

C. To temporarily delay or suspend the enforcement of any provision of the Condominium Documents.

D. To adjourn any Association meeting to a later date to the extent permitted by law, even if such meeting is required to be held under the Condominium Documents.

**Section 5.      **Professional Management Agent.****

The Board may employ a professional management agent to perform such duties and services as the Board may authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers to the extent permitted by law. In no event is the Board authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years.

**Section 6.      **Vacancies.****

Vacancies on the Board caused by any reason other than the removal of a director by a vote of the members of the Association will be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person appointed will be a director until the end of the term of the director who was replaced.

**Section 7.      **Removal of Directors by Co-owners.****

At any regular or special meeting of the Association, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all Co-owners and a successor may then and there be elected to fill the vacancy thus created. The quorum requirement for the purpose of filling any vacancy will be the normal twenty-five (25%) percent requirement set forth in Article VIII, Section 6.

**Section 8. Regular Meetings.**

Regular meetings of the Board may be held at such times and places as determined by a majority of the directors. At least six (6) such meetings must be held during each fiscal year. Notice of regular meetings of the Board must be given to each director personally or by mail, facsimile, electronically, or telephone at least five (5) days prior to the date of the meeting, unless waived by said director. Electronic Transmission of such notice may also be given in any such manner authorized by the director entitled to receive the notice.

**Section 9. Special Meetings.**

Special meetings of the Board may be called by the President upon three (3) days' notice to each director, given personally or by mail, facsimile, telephone, or electronically, which notice must state the time, place, and purpose of the meeting. Electronic Transmission of such notice may also be given in any such manner authorized by the director entitled to receive the notice. Special meetings of the Board will be called by the President or Secretary in like manner and on like notice on the written request of three (3) directors.

**Section 10. Waiver of Notice.**

Before or at any meeting of the Board, any director may, in writing or orally, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board will be deemed a waiver of notice of that meeting by that director. If all the directors are present at any meeting of the Board, no notice is required and any business may be transacted at such meeting.

**Section 11. Quorum: Meetings of the Board.**

At all meetings of the Board, a majority of the directors constitutes a quorum for the transaction of business. The acts of the majority of the directors present at a meeting at which a quorum is present are the acts of the Board. A director is considered present and may vote on matters before the Board by proxy, teleconference, electronically, or any other method giving the remainder of the Board sufficient notice of the absent director's vote and position on any given matter; provided, however, that any vote not in writing is confirmed in writing not later than the next meeting of the Board. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business that may 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 constitutes the presence of such director for purposes of determining a quorum.

**Section 12. Action without Meeting.**

Any action required or permitted to be taken under authorization at a meeting of the Board or a committee of the Board may be taken without meeting if, before or after the action, all members of the Board then in office or of the committee consent to the action in writing or by Electronic

Transmission. The written consents will be filed with the minutes of the proceedings of the Board or committee. The consent has the same effect as a vote of the Board or committee for all purposes.

**Section 13. Closing of Board Meetings to Members.**

The Board, in its discretion, may close a portion of any meeting of the Board to the members of the Association. Only Association members in good standing, and their legal representatives, may speak, address the Board, or address the members at any meeting of the Board and only during the portion of the meeting set aside for comments and questions by Association members. Any Person in violation of this provision or the rules of order governing the meeting, as determined by the Board, may be removed from such meeting without any liability to the Association or its Board. Executive sessions of any Board meeting will only be open to members of the Board and any Association members who may be involved in the topic(s) of discussion during the executive session; otherwise, executive sessions of Board meetings are closed to all Association members.

**Section 14. Participation by Remote Communication.**

Members of the Board may participate in any meeting via conference telephone or other means of remote communication through which all individuals participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting. The Board may hold a meeting conducted solely via remote communication.

**Section 15. Fidelity Bonds.**

The Board will require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, which will be in an amount at least equal to three (3) months of aggregate Assessments on all Units plus the reserve fund. The premiums for such bonds are expenses of administration.

**ARTICLE XI  
OFFICERS**

**Section 1. Designation of Officers.**

The principal officers of the Association are the President, Vice President, Secretary, and Treasurer. The directors may appoint such other officers as in their judgment may be necessary. Any two (2) officers, except that of President and Vice President, may be held by one (1) individual. The President and the Vice President must be a member of the Board. All other officers need not be members of the Board but must be Co-owners. A Co-owner must be in good standing to serve as an officer. Good standing is deemed to include a Co-owner who is not in default of the Condominium Documents. A Co-owner who is in default of the Condominium Documents is not qualified to be elected or appointed as an officer. Any officer who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. If the officer does not comply with the delinquency cure time period,

and notwithstanding the provisions of Section 3 of this Article, the officer will be deemed removed from their position and the vacancy will be filled in accordance with Section 2 of this Article.

**A. President.**

The President is the chief executive officer of the Association and will preside at all meetings of the Association and the Board. The President has all 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 in the President's discretion as may be deemed appropriate to assist in the conduct of the Association's affairs.

**B. Vice President.**

The Vice President will take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, then the Board will appoint some other member of the Board to do so on an interim basis. The Vice President will also perform such other duties as imposed by the Board.

**C. Secretary.**

The Secretary will keep the minutes of all Board and Association meetings, have charge of the corporate minute book and such books and papers as the Board may direct, and will, in general, perform all duties incident to the office of the Secretary.

**D. Treasurer.**

The Treasurer or management agent is responsible for all Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer or management agent is responsible for the deposit of all monies and other valuable papers of the Association in the name of and to the credit of the Association in such depositories as may be designated by the Board. All actions of the Treasurer must receive prior Board approval.

**Section 2. Election.**

The officers of the Association will be elected by the Board and hold office at the pleasure of the Board. Any vacancy in any officer position may be filled at any meeting of the Board.

**Section 3. Removal.**

Upon the affirmative vote of a majority of the members of the Board, any officer may be removed by the Board with or without cause and the successor to the removed officer may be elected at any regular or special meeting of the Board called for such purpose.

**Section 4. Duties.**

The officers may have such other duties, powers, and responsibilities as authorized by the Board.

**ARTICLE XII  
INDEMNIFICATION OF OFFICERS AND DIRECTORS;  
DIRECTORS' AND OFFICERS' INSURANCE**

Every director and officer of the Association will be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees and amounts paid in settlement, incurred by or imposed upon them 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 they may be or may become a party by reason of their being or having been a director or officer of the Association, whether or not they are a director or officer at the time such expenses are incurred, except in such cases wherein they are adjudged guilty of willful or wanton misconduct or gross negligence in the performance of their duties or as otherwise prohibited by law. If any claim for reimbursement or indemnification is based upon a settlement by the director or officer seeking such reimbursement or indemnification, then the indemnification herein will apply only if the Board, with the director seeking reimbursement abstaining, approves such settlement and reimbursement as being in the Association's best interest. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled. The Board shall notify all Co-owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article will be at all times construed to (i) be consistent with those contained in the Amended and Restated Articles of Incorporation and (ii) apply to volunteers of the Association, including volunteer nondirectors and volunteer committee members, to the extent acting in the scope of authority granted by the Board.

**ARTICLE XIII  
FINANCES AND INSPECTIONS**

**Section 1. Fiscal Year.**

The fiscal year of the Association is an annual period commencing on such date as may be determined by the Board. Absent such determination by the Board, the fiscal year of the Association is the calendar year. The commencement date of the fiscal year of the Association is subject to change by the Board for accounting reasons or other good cause.

**Section 2. Banking.**

Association funds will be deposited in a bank or other depository as may be designated by the Board and may be withdrawn only upon the check or order of such officers, employees, or agents as are designated by resolution of the Board. Association funds may only be deposited in accounts or deposit certificates of a bank or savings association that are insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

**Section 3. Investment of Funds.**

Association funds may be invested in accounts or deposit certificates of a bank or savings association that 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. Association funds may only be invested in accounts or deposit certificates of a bank or savings association that are insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. Association funds also may be invested in interest-bearing obligations of the United States Government.

**Section 4. Records and Books of the Association.**

The Association shall keep detailed books of account showing all expenditures and receipts of administration and will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The non-privileged accounts, books, records, contracts, and financial statements concerning the administration and operation of the Condominium may be inspected by the Co-owners, the Co-owners' mortgagees, prospective purchasers, and prospective mortgagees during reasonable working hours as permitted by law. Notwithstanding the foregoing, a member does not have the right to inspect books and records under the following circumstances:

(a) Opening the stock ledger, lists of members, lists of donors or donations, or its other books and records for inspection would impair the rights of privacy or free association of the members.

(b) Opening the stock ledger, lists of members, lists of donors or donations, or its other books and records for inspection would impair the lawful purposes of the Association. For the purposes of this section, an inspection is deemed to impair the lawful purposes of the Association if it seeks any records that include any privileged information or any other matter that is not permitted to be disclosed by law.

The Association shall prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which the Association will define. The financial statement may be distributed by Electronic Transmission given in any such manner authorized by the Person entitled to receive the financial statement, or by making the report available for Electronic Transmission, provided that any member may receive a written report upon request for a reasonable reproduction fee as determined by Board or its professional management agent

**Section 5. Audit or Review.**

If the annual revenue of the Association exceeds \$20,000.00, then the Association shall have its books, records, and financial statements independently audited or reviewed by a certified public accountant, as defined in MCL 339.720 of the Occupational Code. The Association may opt out of the requirements imposed by the preceding sentence on an annual basis by an affirmative vote of a majority of its members. Any institutional holder of a first mortgage lien on any Unit in the

Condominium is entitled to receive a copy of such annual audited financial statement, if prepared, within ninety (90) days following the end of the Association's fiscal year upon written request. The audit or review must be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants.

**Section 6. Maintenance of Condominium Documents.**

The Association shall maintain on file current copies of the Amended and Restated Master Deed and all other Condominium Documents, including any amendments, and will permit all Co-owners, prospective purchasers, and prospective mortgagees interested in the Condominium to inspect the same during reasonable business hours.

**ARTICLE XIV  
COMPLIANCE AND AMENDMENTS**

**Section 1. Compliance with the Documents.**

The Association and all present or future Co-owners, tenants, future tenants, 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 provisions of the Condominium Act, the Amended and Restated Master Deed, these Amended and Restated Bylaws, the Amended and Restated Articles of Incorporation, and the Rules and Regulations. If any provision of these Amended and Restated Bylaws conflicts with the Condominium Act, then the Condominium Act will control. If any provision of these Amended and Restated Bylaws conflicts with the Amended and Restated Master Deed, the Condominium Subdivision Plan, the Amended and Restated Articles of Incorporation, or any Rules and Regulations, then the order of priority in Article IX of the Amended and Restated Master Deed controls.

**Section 2. Amendments.**

These Amended and Restated Bylaws may be amended in accordance with the Condominium Act and the provisions of Article VIII of the Amended and Restated Master Deed.

**A. Effective Date.**

Any amendment to these Amended and Restated Bylaws is effective upon recording of such amendment in the Register of Deeds.

**B. Binding.**

A copy of each amendment to these Amended and Restated Bylaws must be furnished to every member of the Association after adoption; however, any amendment to these Amended and Restated Bylaws that is adopted in accordance with this Article is binding upon all Persons who have an interest in the Condominium regardless of whether they actually receive a copy of the amendment(s).

**ARTICLE XV**  
**REMEDIES FOR DEFAULT / COSTS OF ENFORCING DOCUMENTS**

**Section 1.     **Default by a Co-owner.****

In the event of a default by a Co-owner, lessee, tenant, Nonco-owner occupant, or guest in their compliance with any terms of the Condominium Documents, the Association or Co-owner(s), where appropriate, is entitled to the following relief:

**A. Remedies for Default by a Co-owner to Comply with the Documents.**

Failure to comply with any terms or provisions of the Condominium Documents is grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of Assessment), or any such combination. Such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner(s). In addition, the Association may discontinue the furnishing of any utilities or services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so.

**B. Costs Recoverable from Co-owner.**

Failure of a Co-owner, Nonco-owner occupant, or guest to comply with the Condominium Documents will entitle the Association to recover from such Co-owner, Nonco-owner occupant, or guest any reasonable pre-litigation attorney's fees and costs incurred in investigating and seeking legal advice concerning alleged or actual violations or obtaining their compliance with the Condominium Documents.

In any proceeding arising because of an alleged default by any Co-owner or in cases where the Association must defend an action or administrative proceeding brought by any Co-owner(s), Nonco-owner occupant(s), or guest(s),—regardless if the claim is original or brought as a defense, counterclaim, cross claim, or otherwise—the Association, if successful, is entitled to recover from such Co-owner, Nonco-owner occupant, or guest:

- (a) interest, fines, late fees, pre-litigation costs, and the costs of the proceeding;
- (b) reasonable attorney's fees, not limited to statutory fees and including attorney's fees and costs incurred (i) pre-litigation, (ii) incidental to any bankruptcy proceedings filed by the Co-owner (whether delinquent or not) or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and (iii) incidental to any court action or other proceeding filed by the Co-owner; and
- (c) any and all advances for taxes or other liens or costs paid by the Association to protect its lien incurred in defense of any claim or obtaining compliance or relief.

Any such amounts incurred by the Association may be assessed to the Unit and Co-owner as provided in Article II of these Amended and Restated Bylaws. In no event may a Co-owner recover attorney's fees or costs against the Association.

**C. Association's Right to Abate.**

A violation of the Condominium Documents by any Co-owner, tenant, guest, or Nonco-owner occupant will permit the Association or its authorized agents the right, in addition to those set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and 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. The Association will not be liable to any Co-owner, tenant, occupant, or guest arising out of its exercise of its removal and abatement power. Any such amounts incurred by the Association may be assessed to the Unit and Co-owner as provided in Article II of these Amended and Restated Bylaws.

**D. Assessment of Fines.**

A violation of the Condominium Documents by any Co-owner, tenant, occupant, or guest is grounds for assessment by the Association, acting through the Board, of monetary fines for such violations in accordance with Article XVI of these Amended and Restated Bylaws. Any such amounts may be assessed to the Unit and Co-owner as provided in Article II of these Amended and Restated Bylaws.

**Section 2. Nonwaiver; Failure to Enforce Rights.**

The failure of the Association or any Co-owner to enforce any right, provision, covenant, or condition that may be granted by the Condominium Documents does not constitute a waiver of the right of the Association or any such Co-owner to enforce such right, provisions, covenant, or condition in the future.

**Section 3. Involuntary Sale.**

If any Co-owner (either by their own conduct or by the conduct of any occupant(s), tenant(s), guest(s), or employee(s) of their Unit) violates any of the provisions of the Condominium Documents and such violation continues for sixty (60) days or occurs repeatedly during any twelve (12) month period after written notice from the Association to cure such violation, then the Board has the power, upon ten (10) days prior written notice, to terminate the rights of the defaulting Co-owner or occupant to continue as a Co-owner or occupant and to continue to occupy, use, or control their Unit. Prior to issuing such notice, however, the Board shall call a special meeting of the members of the Association and the members shall vote whether to rescind the Board's decision to terminate. If quorum is not obtained or less than a majority of votes cast vote in favor of rescinding the termination, then the termination shall stand and the Board shall be authorized to issue the notice. At any time after issuance of such notice, the Association may file an action against the defaulting Co-owner for a decree of mandatory injunction against the Co-owner or occupant subject to the prior consent in writing of any mortgagee on the books of the Association having an interest in the ownership of the defaulting Co-owner's Unit, which consent will not be unreasonably

withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Co-owner's right to occupy, use, or control the Unit owned by them and ordering that all right, title, and interest of the Co-owner be sold (subject to liens or encumbrances thereon) at a judicial sale upon such notice and terms as the court may establish, provided that the court will enjoin and restrain the defaulting Co-owner from reacquiring directly or indirectly their interest at such judicial sale. The proceeds of any such judicial sale will be distributed first to pay the costs of said sale, then mortgages of record according to their priority, liens of record according to their priority, reasonable attorneys' fees of the Association, real estate taxes, Assessments, and all other expenses of the proceedings, and all such items will be charged against the defaulting Co-owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid Assessments hereunder or any liens, will be paid to the Co-owner. Upon the confirmation of such sale, the purchaser is entitled to such instrument of conveyance as may be provided by court order and immediate possession of the Unit sold and may apply to the court for an order of eviction for the purpose of acquiring possession. It will be a condition of any such sale and the decree will provide that the purchaser takes the interest in the Unit subject to the Condominium Documents.

**Section 4. Cumulative Rights.**

All rights and remedies granted to the Association pursuant to the Condominium Documents are deemed to be cumulative and the exercise of any one (1) or more rights or remedies will not be deemed to constitute an election of remedies nor will it preclude the Association from exercising any other and additional rights or remedies as may be available at law or in equity.

**Section 5. Rights of Co-owners.**

A Co-owner may maintain an action against the Association to compel enforcement of the provisions of the Condominium Documents and an action for injunctive relief or damages against any other Co-owner for noncompliance with the Condominium Documents. Even if successful, Co-owners may not recover attorney's fees from the Association but may recover such fees from another Co-owner if successful in obtaining compliance with the Condominium Documents or the Condominium Act.

**ARTICLE XVI  
FINES**

**Section 1. General.**

The violation by any Co-owner, occupant, or guest of the Condominium Documents, including any Rules and Regulations, is grounds for assessment by the Association, acting through its Board, of monetary fines against the involved Unit and Co-owner. Such Co-owner is deemed responsible for such violations, whether they occur as a result of their personal actions or the actions of their family, guests, tenants, or any other Person admitted through such Co-owner to the Condominium Premises.

**Section 2.     **Procedures.****

Upon any such violation being alleged by the Board, the following procedures will be followed:

**A. Notice.**

Notice of the violation, including the provision(s) violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, must be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 5 of these Amended and Restated Bylaws or, if no such notice has been filed, to the Unit address or by Electronic Transmission if authorized by the Co-owner.

**B. Hearing.**

The offending Co-owner must be provided a scheduled hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation. The hearing before the Board will be at its next scheduled meeting, or as otherwise scheduled by the Board, but in no event may the Co-owner be required to appear less than seven (7) days from the date of the notice.

**C. Hearing and Decision.**

Upon appearance by the Co-owner before the Board and presentation of evidence or a defense or in the event the Co-owner fails to appear at the scheduled hearing, the Board may, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

**Section 3.     **Fines.****

Upon violation of the Condominium Documents and the decision of the Board as described in Section 2 above, the following fines may be levied:

First Violation	No Fine Will Be Levied
Second Violation	\$50.00 Fine
Third Violation	\$100.00 Fine
Fourth and All Subsequent Violations	\$250.00 Fine

The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, through **Rules and Regulations**. For purposes of this Section, the number of the violation (i.e., First, Second, etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents as long as that Co-owner is an owner of a Unit or occupant of the Condominium and is not based upon time or violations of different provisions. In the case of continuing violations, a new violation is deemed to occur each

successive week during which a violation continues. No further hearings other than the first hearing is required for successive violations once a violation has been found to exist. Nothing in this Article will be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents or the Condominium Act for such violations or from combining a fine with any other remedy or requirement to redress any violation.

**Section 4.     **Collection.****

The fines levied pursuant to Section 3 above will be assessed against the Unit and Co-owner and will be immediately due and payable. 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 XV of these Amended and Restated Bylaws.

**ARTICLE XVII  
DEFINITIONS**

All terms used in these Amended and Restated Bylaws have the same meaning as set forth in the Amended and Restated Master Deed to which these Amended and Restated Bylaws are attached as an Exhibit or as set forth in the Condominium Act. Whenever any reference is made to one (1) gender, the same includes a reference to any and all genders where the same would be appropriate. Whenever a reference is made to the singular, a reference is also included to the plural where the same would be appropriate.

**ARTICLE XVIII  
SEVERABILITY**

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

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]


The Association has caused this Amended and Restated Bylaws to be executed the day and year first above written.

**The Meadows Condominium Homeowners Association**

By:   
Name: Mark Mynsberge  
Its: President

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF Oakland    )

On this 17th day of September, 2024, the foregoing Amended and Restated Bylaws were acknowledged before me by Mark Mynsberge, President of The Meadows Condominium Homeowners Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

  
Notary Public, Marsha Williams  
Oakland County, Michigan  
My Commission Expires: 9/20/2030  
Acting in Oakland County, Michigan

**Drafted by and when recorded, return to:**

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