

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT

for

MEADOW POINTE CONDOMINIUM ASSOCIATION

ID NUMBER: 753256

received by facsimile transmission on December 18, 2015 is hereby endorsed.

Filed on December 18, 2015 by the Administrator.

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



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of December, 2015.

Julia Dale

***Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau***

CSCL/CD-511 (Rev. 01/14)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU										
Date Received	(FOR BUREAU USE ONLY)									
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.									
<table border="1" style="width: 100%;"> <tr> <td colspan="3">Name Steve Sowell</td> </tr> <tr> <td colspan="3">Address 2 Crocker Blvd. Suite 301</td> </tr> <tr> <td style="width: 33%;">City Mount Clemens, MI</td> <td style="width: 33%;">State MI</td> <td style="width: 33%;">ZIP Code 48043</td> </tr> </table>		Name Steve Sowell			Address 2 Crocker Blvd. Suite 301			City Mount Clemens, MI	State MI	ZIP Code 48043
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Address 2 Crocker Blvd. Suite 301										
City Mount Clemens, MI	State MI	ZIP Code 48043								
EFFECTIVE DATE:										

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RESTATED ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

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

1.	The present name of the corporation is: <u>Meadow Pointe Condominium Association</u>
2.	The identification number assigned by the Bureau is: 753256
3.	All former names of the corporation are: n/a
4.	The date of filing the original Articles of Incorporation was: <u>October 28, 1997</u>

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

ARTICLE I

The name of the corporation is: Meadow Pointe Condominium Association
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ARTICLE II

The purpose or purposes for which the corporation is organized are: To administer and manage the affairs of Meadow Pointe Condominium, a Michigan condominium project located in the City of Fenton, Genesee County, Michigan, and designated as Genesee County Condominium Subdivision Plan No. 68. The corporation shall have those powers and duties specified by the Condominium Bylaws.

ARTICLE III

- 1. The corporation is organized on a Nonstock basis.
(stock or nonstock)
- 2. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is n/a. If the shares are, or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class are as follows:

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

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

(The valuation of the above assets was as of _____, _____)
The corporation is to be financed under the following general plan:
Assessment of members in accordance with the Condominium Bylaws

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

ARTICLE IV

- 1. The name of the resident agent is: Kay Bushey
- 2. The address of the registered office is:
6190 Taylor Drive, Flint, Michigan 48507
(Street Address) (City) (ZIP Code)
- 3. The mailing address of the registered office, if different than above:
6190 Taylor Drive, Flint, Michigan 48507
(Street Address or P.O. Box) (City) (ZIP Code)

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

See Exhibit A attached hereto.

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

a. These Restated Articles of Incorporation were duly adopted on the _____ day of _____, in accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and **integrate and do not further amend** the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

Signed this _____ day of _____,

By _____
(Signature of Authorized Officer or Agent)

(Type or Print Name)

b. These Restated Articles of Incorporation were duly adopted on the 2nd day of December, 2015, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and **do further amend** the provisions of the Articles of Incorporation, and:
(Check one of the following)

were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

were duly adopted by the written consent of **all** the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

were duly adopted by the written consent of **all** the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.

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

Signed this 11th day of DECEMBER, 2015

By Terry O. Taylor, Jr.
(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

TERRY OLIN TAYLOR, JR. PRESIDENT
(Type or Print Name) (Type or Print Title)

Exhibit A to Amended and Restated Articles of Incorporation for
Meadow Pointe Condominium Association

Article V

The term of the corporate existence is perpetual.

Article VI

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

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

(b) Membership in the corporation shall be established by the acquisition of title to a unit in the Condominium by deed or other interest establishing a change of title to such unit. Upon the furnishing of evidence of same satisfactory to the corporation, the new co-owner shall become a member of the corporation, and the membership of the prior co-owner shall be terminated. A land contract vendee of a unit shall be a member jointly with the land contract vendor, and both shall be jointly and severally liable for all obligations under the condominium documents.

(c) The share of members in the funds and assets of the corporation cannot be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance to the member's unit in the Condominium.

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

Article VII

A director of the corporation shall not be personally liable to the corporation or its members for monetary damages for money damages for any action taken or any failure to take any action as a director or volunteer officer. However, this Article shall not eliminate or limit the liability of a director for any of the following:

(a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled.

(b) Intentional infliction of harm on the corporation or its members.

(c) A violation of MCL §450.2551(1), as amended.

(d) An intentional criminal act.

(e) A liability imposed under MCLA §450.2497(a).

Any repeal or modification of this Article shall not adversely affect any right or protection of any director of the corporation existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification.

The corporation assumes the liability for all acts or omissions of a director, officer, or other volunteer occurring on or after the effective date of these Amended and Restated Articles of Incorporation if all of the following are met:

- (a) The person was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (b) The person was acting in good faith.
- (c) The person's conduct did not amount to gross negligence or willful and wanton misconduct.
- (d) The person's conduct was not an intentional tort.
- (e) The person's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided by MCL §500.3135.

Article VIII

When under the Condominium Act, the Nonprofit Corporation Act, these Articles of Incorporation, or the bylaws of this corporation the board or the corporation may take action after notice to any person or after a lapse of a prescribed period of time, the action may be taken without notice and without the lapse of time if, at any time before or after the action is completed the person entitled to notice or to participate in the action to be taken (or in the case of a member but not a board member, his attorney-in-fact), submits a signed waiver or a waiver by electronic transmission of the requirements.

Any action required or permitted by the Nonprofit Corporation Act or the Michigan Condominium Act to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action taken, are signed and dated by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

Prompt notice of taking of the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

If an action consented to would have required the filing of a certificate if the action had been voted on by members at a meeting of the members, the certificate filed shall state, in lieu of any statement concerning a vote of members, that both written consent and written notice have been given as provided by this Article.

Any action required or permitted by the Michigan Condominium Act or the Nonprofit Corporation act to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote, if all members entitled to vote on the action consent to the action in writing.

Rev Date: 12/18/15 10:15 AM



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 John J. Gleason T20160027974
 Genesee County Register MAIL

**Fourth Amendment to and Restatement of
 Master Deed for Meadow Pointe Condominium**

Meadow Pointe was established as a condominium project under the laws of the State of Michigan by the recording of a Master Deed in Liber 1551, Page 4384, Genesee County Records, and designated as Genesee County Condominium Subdivision Plan No. 68.

The Master Deed was amended by a First Amendment to Master Deed recorded in Liber 1551, Page 4919, Genesee County Records; by a Second Amendment to Master Deed recorded in Liber 1551, Page 5493, Genesee County Records, and by a Third Amendment to Master Deed recorded in Instrument No. 200706270053637, Genesee County Records.

At a meeting of the members of Meadow Pointe Condominium Association, the nonprofit corporation designated to administer the affairs of the condominium project and whose members consist of co-owners of units in the condominium project, the following Amended and Restated Master Deed and Amended and Restated Condominium Bylaws (combining the former Condominium Bylaws and Corporate Bylaws for the condominium project into one set of Condominium Bylaws) were approved by the requisite majority of co-owners/members as required by MCLA §559.190. Approval of the Amended and Restated Master Deed and the Amended and Restated Condominium Bylaws by the mortgagees of units in accordance with MCLA §559.190 and MCLA §559.190a was thereafter obtained by notice and ballot.

The former Master Deed and all amendments thereto, as well as the former Condominium Bylaws and Corporate Bylaws and all amendments thereto, for Meadow Pointe Condominium are replaced in their entirety and amended and restated as follows:

42

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Amended and Restated Master Deed

Table of Contents:

Article I. Title and Nature..... 2
Article II. Legal Description 3
Article III. Definitions..... 4
 Section 1. Act..... 4
 Section 2. Association. 4
 Section 3. Bylaws..... 4
 Section 4. Common Elements..... 4
 Section 5. Condominium Bylaws..... 4
 Section 6. Condominium Documents. 4
 Section 7. Condominium Premises..... 4
 Section 8. Condominium Project, Condominium or Project..... 4
 Section 9. Condominium Subdivision Plan..... 5
 Section 10. Co-owner or Owner. 5
 Section 11. Master Deed. 5
 Section 12. Person..... 5
 Section 13. Site Plan or Condominium Subdivision Plan. 5
 Section 14. Unit or Condominium Unit. 5
Article IV. Common Elements 5
 Section 1. General Common Elements..... 5
 Section 2. Limited Common Elements. 6
 Section 3. Responsibilities. 7
Article V. Use of Premises 8
Article VI. Unit Description and Percentage of Value..... 8
 Section 1. Number of Units..... 8
 Section 2. Percentage of Value. 8
 Section 3. Subdivision of Units. 9
Article VII. Easements 9
 Section 1. Easement for Maintenance of Encroachments, Utilities, and Support..... 9
 Section 2. Grant of Easements by Association. 9
 Section 3. Easements for Maintenance, Repair and Replacement..... 9
 Section 4. Easement to Perform Co-owner Maintenance and Repair..... 9
 Section 5. Utility Easements. 10
Article VIII. Amendment..... 10

Article I. Title and Nature

The Condominium Project has been designated as Genesee County Condominium Subdivision Plan No. 52. Architectural plans for the Condominium were approved and filed with the City of Fenton. The improvements contained in the condominium project, including the number, boundaries, dimensions, and area of each unit are set forth in the Condominium Subdivision Plan identified as Re-plat No. Two and attached to the Second Amendment to Master Deed recorded in Liber 1551, Page 5493, et. seq., Genesee County Records. This Fourth Amendment to and Restatement of Master Deed for Meadow Pointe Condominium does not amend the Condominium

Subdivision Plans as previously recorded, and the previously recorded plans are adopted in their entirety.

Each building in the Condominium Project contains individual units to be used for residential purposes, and each unit has been designed and intended for separate ownership and residential use, having a separate entrance from and exit to a common element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to occupy his unit and shall have undivided and inseparable rights to share with the other Co-owners the use and enjoyment of the Common Elements in accordance with this Master Deed and the Condominium Bylaws.

Each Unit in the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, as amended, and subject to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the other Condominium Documents, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning any interest in the real property, their grantees, successors, heirs, legal representatives, and assigns.

Article II. Legal Description

The real property on which the Project is situated and established is described as:

Part of the North ½ of the Northeast ¼ of Section 26, T5N-R6E, City of Fenton, Genesee County, Michigan, and more particularly described as follows: Commencing at the Southeast Corner of the North ½ of the Northeast ¼ of Section 26, T5N-R6E; thence South 86 degrees 24 minutes West along the South line of said north ½ of the Northeast ¼, 43.0 feet to the West right-of-way line of Fenton Road (N. Leroy Street) so-called; thence North 02 degrees 45 minutes West along said right-of-way line, 300.0 feet to the point of beginning; thence South 86 degrees 24 minutes West, parallel with the South line of the North ½ of the Northeast ¼, 1240.48 feet; thence North 38 degrees 06 minutes West 270.0 feet; thence North 48 degrees 16 minutes West 312.83 feet to a point on the South line of Trealout Subdivision, said point being North 86 degrees 34 minutes East 111.81 feet from the Southwest corner of Lot 5 of said Trealout Subdivision; thence North 86 degrees 34 minutes East along the South line, 739.53 feet; thence South 03 degrees 36 minutes East 208.87 feet; thence North 86 degrees 24 minutes East 62.0 feet; thence South 03 degrees 36 minutes East 40.0 feet; thence North 86 degrees 24 minutes East 527.68 feet; thence South 02 degrees 45 minutes East parallel with the West right-of-way line of Fenton Road (N. Leroy Street) so-called 164.0 feet; thence North 86 degrees 24 minutes East 287.0 feet to a point on said West right-of-way line; thence South 02 degrees 45 minutes East along said West right-of-way line; thence South 02 degrees 45 minutes East along said West right-of-way line 30.0 feet to the point of beginning. Also lot 5 of Trealout Subdivision, according to the recorded plat thereof, as recorded

in Liber 46 of Plat, on Pages 2 and 3, Genesee County Michigan Records.
Containing 11.54 gross acres of land.

Article III. Definitions

Certain terms are used not only in this Master Deed and its exhibit, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Meadow Pointe Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, Meadow Pointe Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means the Meadow Pointe Condominium Association, the nonprofit corporation organized under Michigan law to administer, operate, manage and maintain the Condominium, of which all Co-owners shall be members.

Section 3. Bylaws. "Bylaws" means Exhibit A attached here, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

Section 5. Condominium Bylaws. Formerly, Meadow Pointe had two sets of bylaws: the condominium bylaws and the corporate or association bylaws. The two documents have been combined into one set of bylaws, designated as the "Condominium Bylaws" attached hereto as Exhibit A.

Section 6. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits hereto, the Site Plan previously recorded as referenced above, the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 7. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures, and all easements, rights and appurtenances belonging to Meadow Pointe Condominium as described above.

Section 8. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" each mean Meadow Pointe Condominium as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B attached hereto.

Section 10. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which own one or more Units in the Condominium Project. Both a Land Contract Vendor and the Land Contract Vendee collectively shall be considered a Co-owner subject to the Condominium Documents, and jointly and severally liable for all obligations thereunder. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

Section 11. Master Deed. "Master Deed" means this Fourth Amendment to and Restatement of Master Deed, as amended from time to time.

Section 12. Person. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

Section 13. Site Plan or Condominium Subdivision Plan. "Site Plan" or "Condominium Subdivision Plan" means and includes the Condominium Subdivision Plan previously recorded for Meadow Pointe Condominium Association and referred to in Article I above.

Section 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in Meadow Pointe Condominium as described in Article V Section 1 of this Master Deed and in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" is defined in the Act.

Whenever a reference is made here to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa. Similarly, whenever a reference is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate. Terms not defined herein but defined in the Act shall have the meaning given in the Act unless the context herein clearly indicates to the contrary.

Article IV. Common Elements

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

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

A. Land. The land described in Article II hereof, including driveways and parking areas, and together with beneficial easements, all to the extent not designated as Condominium Units or Limited Common Elements on the Condominium Subdivision Plan.

B. Construction. Foundations, supporting columns, unit perimeter walls (but not including windows and doors therein), roofs, ceilings, floor construction between unit levels, and chimneys.

C. Electrical. The electrical transmission system throughout the Project, including that contained within Unit perimeter walls, up to the point of connection with, but not including, electrical fixtures, plugs, and switches within any Unit.

D. Exterior Roadway Wiring. The exterior roadway lighting system through the Project, including all electrical transmission lines, lighting fixtures, and related equipment.

E. Telephone. The telephone system throughout the Project up to the point of entry to each unit.

F. Telecommunications. The telecommunications network and/or transmission system throughout the Project up to the point that such system branches off to service, exclusively, any individual Unit within a building.

G. Gas. The gas distribution system throughout the Project including that contained within Unit perimeter walls, up to the point of connection with, but not including, fixtures within any Unit.

H. Water. The water distribution system throughout the Project including that contained within Unit perimeter walls, up to the point of connection with, but not including, fixtures within any Unit.

I. Sanitary Sewer. The sanitary sewer system throughout the Project including that contained within Unit perimeter walls, up to the point of connection with, but not including, fixtures within any Unit.

J. Storm Sewer. The storm sewer system throughout the Project.

K. Other. Such other elements of the Project not designated as Units or Limited Common Elements that are intended for common use of both Residential Units and Commercial Units or are necessary to the existence, upkeep and safety of the Project.

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

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

A. Patios. Each individual patio, if any, in the Project is restricted in use to the Co-owner of the Unit that opens into such patio as shown on the Site Plans.

B. Air Conditioner Compressor. Each air conditioner compressor and its pad is restricted in use to the Co-owner of the Unit serviced by such air conditioner compressor.

C. Windows, Doors, and Screens. Windows, doors, and screens shall be limited in use to the Owners of Units to which they are attached.

D. Garage Parking Spaces and Driveways. Each parking space within each parking garage and adjacent drive area are both appurtenant to a specific Unit as Limited Common Elements as such garage and drive areas are designated on the Site Plans.

E. Attics. Each attic is limited in use to the Co-owner of the Unit which opens into such attic.

F. Interior Surfaces. The interior surfaces of unit perimeter walls (including windows and doors therein), ceilings, and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

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

A. Patios. The costs of maintenance, decoration, repair, and replacement of each patio described in Article I. Section 1.A above, if any, shall be borne by the Co-owner of the Unit to which said Limited Common Element appertains.

B. Air Conditioner Compressor. The costs of maintenance, decoration, repair, and replacement of each patio described in Article I. Section 1.B above shall be borne by the Co-owner of the Unit which such compressor services.

C. Windows, Doors, and Screens. The costs of maintenance, decoration, repair, and replacement of all windows, doors, and screens referred to in Article I. Section 1.C above shall be borne by the Co-owner of the Unit to which such windows, doors, and screens are appurtenant.

D. Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article I. Section 1.F above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

E. Other. The costs of maintenance, repair, and replacement of all General and Limited Common Elements, other than as described above, shall be borne by the Association, subject to any provisions of the Condominium Bylaws expressly to the contrary.

F. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts, even if the repair is to Common Elements for which the Association would otherwise be responsible. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

G. Any other unusual common expenses benefiting less than all of the Condominium Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their

licensees or invitees, shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Act.

H. Utility companies and governmental units furnishing services such as water, sanitary sewer, storm sewer, electricity, gas, oil, and telecommunications shall have access to the Common Elements and the Units as may be reasonable for the installation, repair, or maintenance of such services. Any costs, including damage to any Common Element incurred in the installation, repair, or maintenance of the portion of utility systems designated as Limited Common Elements shall be the responsibility for the Co-owner(s) of the Unit(s) to which said Limited Common Elements are appurtenant.

Article V. Use of Premises

No Co-owner shall use his or her unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other co-owner in the use and enjoyment of his or her Unit or the Common Elements.

Article VI. Unit Description and Percentage of Value

Section 1. Number of Units. The Condominium consists of sixty (60) units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan previously recorded. Each condominium Unit shall include all that space contained within the interior side of the finished, unpainted, perimeter walls, and within the ceilings and finished sub-floor, all as shown on the Condominium Subdivision Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.

Section 2. Percentage of Value. The percentage of value assigned to each unit is set forth in this Article and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the undivided interest of the co-owner in the common elements. The total percentage value of the Condominium is one hundred (100%) percent. The method used to determine percentages of value was, with minor adjustments, to divide the square feet in each unit by the total square feet in all units. Individual Unit percentages of value are:

Unit No. According to Plan	Percentage of Value for Unit
Units 1, 4, 5, and 8	0.153
Units 2, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22, 23, 26, 27, 30, 31, 34, 35, 38, 39, 42, 43, 46, 47, 50, 51, 54, 55, 58, and 59	0.165
	0.169

Units 9, 12, 13, and 16	
Units 17, 20, 21, 24, 25, 28, 29, 35, 33, 36, 37, 40, 41, 44, 45, 48, 49, 52, 53, 56, 57, and 60	0.171
Total Value:	100

Section 3. Subdivision of Units. Units may not be subdivided, nor may boundaries be relocated between units.

Article VII. Easements

Section 1. Easement for Maintenance of Encroachments, Utilities, and Support. There shall be easements to, through and over the entire Project, including all of the land, structures, buildings and improvements, for the continuing installation, maintenance, servicing, repair and replacement of all utilities in the Condominium. In the event any improvements located on one Unit encroach upon another Unit or upon a Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction, or repair, easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for the maintenance, repair and replacement following damage or destruction, except to the extent limited by Section 40 of the Act. There shall be easements of support with respect to any Unit wall that supports a Common Element.

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

Section 3. Easements for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to common emergency or need of the Condominium. These easements include, without limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit.

Section 4. Easement to Perform Co-owner Maintenance and Repair. While it is intended that each Co-owner shall be solely and primarily responsible for the performance and costs of all maintenance, repair, replacement and decoration of his Unit and Unit Limited Common Elements, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain his Unit or any Unit Limited Common Elements appurtenant

thereto in a proper manner and in accordance with standards set forth in the Condominium Documents. Therefore, in the event a Co-owner fails, as required by the Condominium Documents to properly and adequately maintain, decorate, repair, replace, or otherwise keep his Unit (including any improvement or appurtenances located therein) or any Unit Limited Common Elements appurtenant thereto, the association shall have the right (but not the obligation) and all necessary easements in furtherance thereof, after ten (10) days prior written notice to the affected Co-owner (or without notice in cases of real and present danger to the health, safety, or welfare of the Co-owners or the Project), to take whatever action or actions it deems desirable to so maintain, decorate, repair, or replace the Unit or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-owner of any Unit or to any other person, either in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or other provision of the Condominium Documents which grant such easements, rights of entry, or other means of access. The failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take such action in the future. All costs incurred by the Association in performing any responsibilities which are required in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment payment next falling due, in accordance with Article II of the Condominium Bylaws; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by all means available to the association under the Condominium Documents or by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

Section 5. Utility Easements. Some or all of the utility lines, systems (including mains and service leads) and equipment described in Article IV above may service buildings containing more than one Condominium Unit. Accordingly, and where necessary or applicable, there shall be an easement for that common element through each Condominium Unit to enable the utility system to appropriately serve each of the Condominium Units in the building.

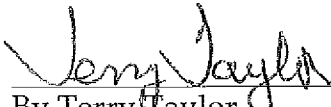
Article VIII. Amendment

This Master Deed and the Condominium Bylaw attached hereto may be amended in the manner provided by the Michigan Condominium Act, as amended from time to time.

[Signatures on next page]

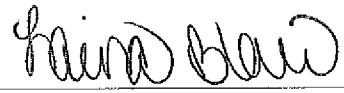
Dated: 5-6-16

Meadow Pointe Condominium Association


By Terry Taylor
Its President

State of Michigan
County of Genesee

This Fourth Amendment to and Restatement of Master Deed for Meadow Pointe Condominium was acknowledged before me on May 6 2016, by Terry Taylor, the President of Meadow Pointe Condominium Association.


Notary Public
LAINA BLAIR
Notary Public - State of Michigan
County of Genesee
My Commission Expires Sept. 12, 2019
Acting in the County of Genesee

Drafted by and when recorded return to:
Steve Sowell
2 Crocker Blvd., Suite 301
Mount Clemens, MI 48043

137.00

Rev Date: 1/18/16 4:29 PM

EXHIBIT A
AMENDED AND RESTATED CONDOMINIUM BYLAWS
MEADOW POINTE CONDOMINIUM

Article I. Association Of Co-Owners.....	3
A. The Association.....	3
B. Purpose of the Bylaws.....	4
Article II. Assessments	4
A. Taxes and Assessments.....	4
B. Expenses and Receipts of Administration.....	4
C. Determination of Assessments.....	4
D. Additional Assessments.....	5
E. Special Assessments.....	5
F. Reserve Funds.....	6
G. Payment of Assessments and Default.....	6
H. Waiver of Use or Abandonment.....	7
I. Enforcement and Collection of Assessments.....	7
J. Liability of Mortgagees.....	8
K. Assessments Due Upon Sale of Unit; Purchaser’s Statement.....	8
L. Taxes and Assessments.....	9
M. Construction Liens.....	9
Article III. Arbitration.....	9
A. Consent to Arbitration.....	9
B. Right to Judicial Action.....	9
C. Election to Arbitrate Binding.....	9
Article IV. Insurance.....	9
A. Association Coverage.....	9
B. Co-Owner Coverage.....	10
C. Waiver of Subrogation.....	10
D. Proceeds.....	10
E. Appointment of Association as attorney-in-fact.....	11
F. Determination of Primary Carrier.....	11
Article V. Reconstruction Or Repair.....	11
A. Determination Whether to Repair or Rebuild.....	11
B. Reconstruction and Repair to Prior Existing Condition.....	12
C. Co-owner Responsibility for Reconstruction or Repair.....	12
D. Association Responsibility for Reconstruction or Repair.....	12
E. Notice to Mortgagees.....	12
F. Priority of Distributions.....	12
G. Eminent Domain.....	13
Article VI. Restrictions	13
A. Residential Units.....	13
B. Leasing and Rental Restrictions.....	13
C. Rental Disclosure and Approval.....	13
D. Tenant Compliance and Remedies for Noncompliance.....	14
E. Notice to Pay Rent Directly to Association.....	14
F. Alterations.....	14
G. Modifications or improvements to accommodate the Disabled.....	15

H. Nuisances and Annoyances.....	15
I. Animals.....	15
J. Use of Common Elements.....	16
K. No Obstructions.....	16
L. Parking.....	16
M. Weapons.....	17
N. Signs.....	17
O. Rules and Regulations.....	17
P. Access to Units and Common Elements.....	17
Q. Landscaping.....	18
R. Window Treatments.....	18
S. Maintenance Responsibilities.....	18
T. Conditions and Standards.....	18
U. Application of Restrictions to Association.....	19
V. Costs of Enforcement.....	19
W. Revocability of Approvals.....	19
Article VII. Mortgages.....	19
A. Book of Mortgages.....	19
B. Notices.....	19
C. Request for Notice.....	19
Article VIII. Membership and Voting.....	20
A. Membership.....	20
B. Transfer of Co-owner's Share of Association Funds.....	20
A. Voting by Number.....	20
B. Proof of Ownership.....	20
C. Designation of Voter Representative.....	20
Article IX. Meetings.....	20
A. Location and Conduct of Meetings.....	20
B. Annual Meetings.....	20
C. Special Meetings.....	21
D. Notice of Meetings.....	21
E. Quorum.....	21
F. Minutes.....	21
G. Proxies and Written Ballots.....	21
H. Majority Rule.....	21
I. Action without a Meeting.....	22
J. Consent of Absentees.....	22
Article X. Board of Directors.....	22
A. Board of Directors.....	22
B. Election of Board Members.....	23
C. Powers and Duties of Board.....	23
D. Management Agent.....	24
E. Vacancies.....	24
F. Resignation and removal.....	24
G. First Meeting.....	24
H. Regular Meetings.....	25
I. Special Meetings.....	25
J. Waiver of notice.....	25
K. Quorum.....	25

L. Action by written consent.....	25
M. Closed Meetings.....	25
N. Fidelity Bond.....	25
Article XI. Officers.....	26
A. Designation and Terms.....	26
B. The President.....	26
C. Vice President.....	26
D. The Secretary.....	26
E. The Treasurer.....	26
F. Vacancies.....	26
G. Resignation and removal.....	26
Article XII. Finances.....	27
A. Detailed Books.....	27
B. Annual Financial Statement.....	27
C. Copies to Mortgagees upon Request.....	27
D. Current Copies of the Condominium Documents.....	27
Article XIII. Indemnification.....	27
A. Obligation to Indemnify.....	27
B. Liability Insurance; Waiver.....	28
Article XIV. Compliance.....	28
Article XV. Remedies For Default.....	28
A. Relief.....	28
B. Failure to Enforce not a Waiver.....	29
C. Rights Cumulative.....	29
Article XVI. Fines.....	29
A. Authority to Assess Fines.....	29
B. Commencement of Proceedings.....	29
C. Board Review.....	30
D. Notice.....	30
E. Hearing.....	30
F. Determination.....	30
G. Multiple Violations.....	31
H. Payment of Fine.....	31
I. Fines Committee.....	31
J. Schedule of Fines.....	31
K. Fines not a Waiver or Election.....	31
Article XVII. Amendments.....	31
Article XVIII. Conflicts and Severability.....	31
A. Conflicts.....	31
B. Severability.....	31

Article I. Association Of Co-Owners

A. The Association. Meadow Pointe Condominium, a Condominium Project located in the City of Fenton, Genesee County, Michigan, shall be administered by Meadow Pointe Condominium Association, a non-profit Corporation, hereinafter referred to as the "Association," organized under the applicable laws of the State of

Michigan, which shall be responsible for the management, maintenance, operation, and administration of the Common Elements, property, easements, and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and any duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using, entering upon, or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

B. Purpose of the Bylaws. These bylaws are designated as both the Condominium Bylaws required by Act No. 59 of the Public Acts of Michigan of 1978, as amended, and the Association or Corporate Bylaws required by Act No. 162 of the Public Acts of 1982, as amended.

Article II. Assessments

A. Taxes and Assessments. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration. Real property special assessments and property taxes shall be assessed against the individual Condominium Units identified as Units on the Condominium Subdivision Plan and not on the total property of the project or any part thereof. Special assessments and property taxes in any year in which the property existed as an established Condominium Project on the tax day shall be assessed against the individual Condominium Unit, notwithstanding any subsequent vacation of the Condominium Project. The levying of all property taxes and special assessments shall comply with Section 131 of the Act.

B. Expenses and Receipts of Administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration of the Condominium shall be expenses of administration ("Common Expenses"), and all sums received as the proceeds of, or pursuant to, a policy of insurance carried by the Association securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project within the meaning of Section 54(4) of the Act.

C. Determination of Assessments. Assessments shall be determined in accordance with the following provisions. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The amounts budgeted for the operation, management and maintenance of the General Common Elements shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in the Master Deed.

Upon adoption of the annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the non-delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Any Co-owner who has not received a copy of the budget or notice of the annual assessment as determined below shall be obligated to contact the management company or the Board of Directors to request the same.

D. Additional Assessments. The Board of Directors shall have the authority to increase the assessment, or to levy such additional assessment or assessments as it shall deem necessary in the Board's discretion, without consent of Co-owners only for the following:

1. To meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and/or maintenance provided for by the Budget;
2. To provide repairs or replacements of existing common elements not provided for by the Budget;
3. To provide for additions to General Common Elements not to exceed 10% of the annual budget in any fiscal year;
4. As specifically reserved elsewhere to the Board of Directors by the Master Deed or Condominium Bylaws; or
5. For any emergencies.

The discretionary authority of the Board of Directors to levy assessments pursuant to this section shall rest solely with the Board of Directors solely for the benefit of the Association and its members, and shall not be enforceable by any creditor of the Association or its members.

E. Special Assessments. Special assessments, in addition to those described in Article II.D above, may be made by the Board of Directors from time to time as approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to:

1. Assessments for additions to General Common Elements whose total cost exceeds 10% of the budget in any fiscal year;
2. Assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; or
3. Assessments for any other appropriate purpose not elsewhere described.

Special Assessments as provided for by this paragraph shall not be levied without the prior approval of a majority of all Co-owners in number. To the extent that a special assessment for an addition to common elements or a special assessment for any other purpose shall benefit only a portion of the Units in the Condominium Project, only

those Units which will receive the benefit of the special assessment, shall be entitled to vote on the special assessment. The assessment shall be levied if approved by a majority of those Co-owners qualified to vote on the special assessment. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of the Association or its members.

F. Reserve Funds. The Board of Directors shall establish and maintain reserve funds for major repairs and replacements of the Common Elements. The reserve fund shall be in the amount of not less than ten (10%) percent of the Association's annual combined budget on a non-cumulative basis. The Association may increase or decrease the reserve funds, but may not reduce them below ten (10%) percent of the relevant annual budget of the Association. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium and the component parts of each budget to determine if a greater amount should be set aside in the reserves or if additional reserve funds should be established for any other purposes. All reserve funds shall be placed in accounts and obligations which are insured and/or backed by the full faith and credit of the United States Government, and shall at all times be under the direct control of the Board of Directors and not a brokerage company.

G. Payment of Assessments and Default. All assessments levied for expenses includable in the Budget, regardless of whether the same are annual, additional, or special, shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed. Subject to the provisions of the Master Deed and Section 69 of the Act, any unusual limited common expenses which benefit less than all of the Condominium Units may be specially assessed against the Condominium Unit or Units so benefited on an equal pro rata basis. Annual Assessments as determined in accordance with Article II.C above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to, or a land contract purchaser's interest in, a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any portion thereof, is not paid to the Association in full on or before the fifteenth of the month. Assessments in default shall bear interest at the highest rate allowed by law until paid in full. In addition, all assessments that remain unpaid as of 15th day after the due date shall incur a late charge to be determined by the Board of Directors. Such late charge shall not be deemed to be a penalty or interest on the funds due to the Association but is intended to be a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. In the event of any delinquency, the Board shall have the right to accelerate all of the remaining unpaid installments of the annual assessment for that fiscal year and declare them to be immediately due and payable. Each Co-owner (whether one or more persons) shall be jointly and severally personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment) levied against his Unit while such Co-owner has a legal, equitable, or possessory ownership interest therein. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney fees; second, to any interest charges, fines, and late fees on such installments; and third

to installments of assessments in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

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

I. Enforcement and Collection of Assessments. The Association shall have the following remedies in default of payment of sums due to the Association. All remedies shall be cumulative and not alternative, and are in addition to any other remedies provided by law.

1. Lien. Sums unpaid, together with interest on such sums, collection and late charges, advances made by the Association to pay taxes or other liens to protect its lien, attorney fees, and fines constitute a lien upon the Unit or Units owned by the Co-owner at the time of the Assessment before all other liens except as provided by the Act. The lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Condominium Units.

2. Acceleration and other remedies. Upon default in the payment of any installment of the annual assessment levied against a Unit, or in the event of default in the payment of any other portion or installment of any additional or special assessment levied against a Unit, or any other obligation of a Co-owner which, according to these Bylaws or the Master Deed may be assessed and collected from the Co-owner in the manner provided by this Article II above, the Association shall have the right to declare all unpaid installments for the pertinent fiscal year (and any subsequent fiscal year in which such default continues) immediately due and payable. The Association may also discontinue the furnishing of other services to a Co-owner in default. A Co-owner in default shall not be entitled to use any of the General Common Elements of the project, shall not be qualified to run for or function as an officer or Director of the Association, and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, that this provision shall not operate to deprive any Co-owner of ingress or egress to his Unit.

3. Legal Remedies. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments.

4. Foreclosure. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the

alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold, and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently, and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any person claiming under him.

5. Notice of Lien. Notwithstanding the foregoing, neither a judicial foreclosure action shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing a written notice of lien that complies with the requirements of the Act is mailed to the Co-owner's last known address. Such notice shall be recorded in the office of the Register of Deeds in the County in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he may request a judicial hearing by bringing suit against the Association.

6. Expenses and Costs. The expenses incurred in collection of unpaid assessments, including interest, costs, actual, reasonable, attorney fees, (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. A court of competent jurisdiction may also determine what is owed and such determination would supersede the liability for the total unpaid annual assessment.

J. Liability of Mortgagees. Notwithstanding if the mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, that mortgagee or purchaser and his or her successors and assigns are not liable for the assessments chargeable to the Unit that became due prior to the acquisition of title to the Unit by that mortgagee or purchaser and his or her successors and assigns, except for claims evidenced by a Notice of Lien recorded as provided in Article II.I.5 above recorded prior to the recordation of the first mortgage. Acquisition of title shall be deemed to occur on the date of the sheriff's deed.

K. Assessments Due Upon Sale of Unit; Purchaser's Statement. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement from the Association as to the outstanding amount of any unpaid Association assessments and other charges for that Unit whether regular or special. Upon written

request to the Association accompanied by a copy of the executed Purchase Agreement, pursuant to which the purchaser holds right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and other charges as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same, fully enforceable against the seller, such purchaser, and the Unit itself, to the extent provided by the Act.

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

M. Construction Liens. Any lien arising pursuant to the laws of the State of Michigan shall be subject to Section 132 of the Act.

Article III. Arbitration

A. Consent to Arbitration. Arbitration of disputes, claims, and grievances arising out of or relating to the interpretation of the application of the Condominium Document or arising out of disputes among or between Co-owners shall be submitted to arbitration and the parties to the dispute, claim, or grievance shall accept the arbitrator's decision as final and binding, only upon the election and written consent of all the parties to the disputes, claims, or grievances, and upon written notice to the Association. The commercial arbitration rules of the American Arbitration Association are applicable to any such arbitration.

B. Right to Judicial Action. In the absence of the election and written consent of the parties under Section 1 above, neither a Co-owner nor the Association is prohibited from petitioning a court of competent jurisdiction to resolve any dispute, claim, or grievance.

C. Election to Arbitrate Binding. The election by the parties to submit any dispute, claim, or grievance to arbitration prohibits the parties from petitioning the courts regarding that dispute, claim, or grievance, except to enforce the arbitrator's decision.

Article IV. Insurance

A. Association Coverage. The Association shall carry fire, extended coverage, vandalism and malicious mischief, liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use, and maintenance of the Common Elements of the Condominium Project; Fidelity Bond coverage for the members of the Board and any management agent who has access to and authority over any monies received by or payable to the Association; Directors and Officers Liability

coverage, and any such other insurance as the Board of Directors deems advisable. The Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within Units and the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment and trim within Units which were furnished with the Unit as standard items in accordance with the plans and specifications thereof as are on file with The Association (or such replacements thereof as do not exceed the costs of such standard items). In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items with a Unit is covered by insurance held by the Association, the reconstruction or repair shall be the responsibility of the Association; provided however, that the portion of the expense incurred but not recovered by virtue of any insurance deductible shall be the Co-owner's obligation. All premiums purchased by the Association shall be expenses of administration to be borne by all Co-owners in accordance with the budget adopted pursuant to Article II above. The Association for the benefit of the Association, Co-owners, and their mortgagees as their interests may appear, shall purchase insurance, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners upon request.

B. Co-Owner Coverage. Each Co-owner must obtain insurance coverage at his own expense upon his Unit, its contents, any betterments and improvements within the Unit, and its appurtenant Unit Limited Common Elements for which the Co-owner is assigned responsibility in Article IV of the Master Deed at the Co-owner's own expense in addition to the coverage carried by the Association, together with any betterments or improvements thereto. It also shall be each Co-owner's responsibility to obtain insurance coverage for all items for which he has responsibility for maintenance, repair or replacement as provided by the Condominium Documents, for personal property located within his Unit or elsewhere on the Condominium, for any improvements or betterments he may install, for his personal liability for occurrences within his Unit or upon the Common Elements, and for alternative living expense in event of fire or other casualty. The Association shall have absolutely no responsibility for obtaining such coverages or paying for such losses, whether or not the Co-owner is able to obtain such coverage.

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

D. Proceeds. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V below of these Condominium Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall

hazard insurance proceeds be used for any purpose other than for repair or reconstruction.

E. Appointment of Association as attorney-in-fact. Each Co-owner, by virtue of ownership of an Apartment in the Condominium Projects, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism, malicious mischief, liability insurance, and workman's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit, and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners, and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability, and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

F. Determination of Primary Carrier. In the event an occurrence or casualty is covered by both a Co-owner's insurance and by insurance held by the Association, the Co-owner's insurance shall be deemed primarily responsible for the occurrence or casualty.

Article V. Reconstruction Or Repair

A. Determination Whether to Repair or Rebuild. If any part of the Condominium Premises shall be damaged by casualty, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefore, shall be made in the following manner:

1. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a vote of at least sixty-six and two-thirds percent (66 2/3%) of all of the Co-owners in the Condominium that the Condominium shall be terminated and sixty-six and two-thirds percent (66 2/3%) of the holders of a first mortgage lien on any Units in the Condominium, allocating one vote for each mortgage held, have given their prior written approval of such termination.

2. If the Condominium is so damaged that no Unit is tenantable, and if sixty-six and two-thirds percent (66 2/3%) of the holders of a first mortgage lien on any Units in the Condominium, allocating one vote for each mortgage held, have given their prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated unless sixty-six and two-thirds percent (66 2/3%) or more of the Co-owners in value and in number agree to reconstruction by vote in writing within ninety (90) days after the destruction.

B. Reconstruction and Repair to Prior Existing Condition. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium and to a condition as comparable as possible to its original condition.

C. Co-owner Responsibility for Reconstruction or Repair. If the damage is only to a part of a Unit or contents that is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with B above. Each Co-owner shall be responsible for the reconstruction, repair, and maintenance of the interior of his Unit and any Limited Common Elements for which the Co-owner is assigned sole responsibility pursuant to any provision of the Condominium Documents, including, but not limited to, paint, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), fixtures, interior trim, furniture, countertops, light fixtures, all appliances (whether free-standing or built-in), furnace, water heater, air conditioner, and plumbing fixtures, and all other contents of the Unit, if any. In the event of damage to elements that are the responsibility of the Association and are in fact covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with D below. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each holder of a first mortgage lien on any of the affected Units in the Condominium.

D. Association Responsibility for Reconstruction or Repair. Subject to the responsibility of Co-owners as provided in the Condominium Documents, the Association shall be responsible for reconstruction, repair, and maintenance of the General Common Elements and any Limited Common Elements for which the Association has been assigned responsibility in accordance with the Master Deed. Regardless of the cause, fault, or nature of any damage, deterioration, or casualty, the Association shall not be responsible for damage to a Unit, the contents of a Unit, or for any personal property of an Co-owner, or for any item that is the responsibility of the Co-owner to insure, or for incidental or consequential damages resulting from casualty to or failure of any Common Element or the repair, replacement or maintenance of a Common Element by the Association.

E. Notice to Mortgagees. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation, hereinafter referred to as "FHLMC," then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand and 00/100 Dollars (\$10,000.00) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand and 00/100 Dollars (\$1,000.00)

F. Priority of Distributions. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any

rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds for condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

G. Eminent Domain. MCL §559.233 shall control upon any taking by eminent domain. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Condominium.

Article VI. Restrictions

A. Residential Units. No Unit in the Condominium or its appurtenant Limited Common Elements shall be used for other than single-family residence purposes. No commercial uses shall be allowed, except that a Co-owner of a Unit shall be allowed to have a personal office, provided that the same: (1), does not constitute a violation of any ordinances or regulations of Fenton; (2), does not involve additional pedestrian or vehicular traffic; (3), does not involve additional expense to the Association (including increased insurance premiums); and (4), does not violate any other provision or restriction contained in the Condominium Documents.

B. Leasing and Rental Restrictions. A Co-owner may lease his Unit for the same purposes set forth in A above provided that the initial term thereof is at least 12 months and provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association and approved by the Association in the manner as specified below. No more than twenty (20%) of all Units in the Condominium be under lease, rented, or occupied by non-Co-owner occupants at any given time. The Association may promulgate rules and regulations from time to time to provide procedures for the equitable approval of allowable leases. The Board of Directors may implement an annual fee for rental Units to cover the additional expense incurred by the Association in policing and monitoring rentals. Such annual fee shall be an assessment against the Unit or Units rented and may be collected in the same manner as other assessments under Article II.1 above. No Residential Co-owner shall lease less than an entire Unit in the Condominium or lease the Unit to multiple occupants except under one lease. No transient tenants shall be accommodated.

The terms of all Leases, Occupancy Agreements, and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

C. Rental Disclosure and Approval. A Co-owner desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least twenty-one (21) days before leasing the Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. 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, renter, or other occupant(s), along with the amount and due dates of any rental or the terms of any other compensation payable to the Co-owner, and the term of the proposed arrangement.

D. Tenant Compliance and Remedies for Noncompliance.

1. Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all Leases and Rental Agreements shall so state.

2. If the Association determines that the tenant or nonCo-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.

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

(c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for eviction and money damages against the tenant, Co-owner, or nonCo-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding.

(d) The Association may hold the tenant, Co-owner, or nonCo-owner occupant liable for any damages caused by the tenant, Co-owner, or nonCo-owner occupant in connection with the Condominium Unit.

E. Notice to Pay Rent Directly to Association. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner Condominium Unit under a Lease or Rental Agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the Rental Agreement or Lease by the tenant.

F. Alterations. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of lights, awnings, doors, shutters or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to Common Element walls between Units which in any way impairs sound-conditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. The Board of Directors may condition approval on the recording of consent in the unit's chain of title. The installation of antennas, dishes, or other over-the-air-reception devices shall be in

accordance with duly promulgated rules and regulations of the Association, which shall at all times be construed so as not to violate FCC regulations applicable thereto.

1. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light, shock, or humanly audible sound.

2. No Co-owner or occupant shall in any way restrict access to any utility line or any other element that must be accessible to service the Common Elements.

3. Co-owners shall be responsible for maintenance and repair of any approved modification or improvement to the satisfaction of the Association. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may (but is not required to) undertake to maintain and/or repair same and assess the Co-owner the costs thereof 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 shall also have the right, but not the obligation, to remove or cause to be removed any modification or improvement not maintained and/or repaired to the satisfaction of the Association and to dispose of same without liability to the Co-owner.

G. Modifications or improvements to accommodate the Disabled. A Co-owner may make improvements or modifications to the Condominium Unit, including Common Elements and the route from the public way to the door of the Co-owner's Condominium Unit at the Co-owner's expense in the manner and on such terms and conditions as are provided in Section 47a of the Michigan Condominium Act, which may require removal of the modification or improvement at the time of sale of the unit. Nothing in the Condominium Documents shall be construed to alter or supersede any provision of Federal or State law or regulation pertaining to the rights of the disabled.

H. Nuisances and Annoyances. No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do, or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements, anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. In default of payment, the amounts may be collected in the manner provided in Article II above.

I. Animals. No animals of any kind shall be maintained by any Co-owner unless specifically approved in writing by the Association, which approval may be revoked by the Association for cause, including violation of the additional restrictions below. "Animal" is meant in the broadest possible sense and includes bugs, insects, reptiles, amphibians, mammals, fish, or fowl of any kind. No animal may be kept or bred for any commercial purpose and all shall have such care and restraint so as not to

be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be "staked out" or permitted to run loose at any time upon the Common Elements, and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as the result of the presence of such animal on the Premises, whether or not the Association has given its permission therefore. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II above in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed, any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or the Rules and Regulations of the Association, and to dispose of the animal. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. Nothing herein shall be construed to prohibit the maintenance of a service animal as defined by Section 36.304 of regulations issued under Title III of the Americans with Disabilities Act.

J. Use of Common Elements. The Common Elements Limited or General, shall not be used for storage of supplies, materials, personal property, trash, or refuse of any kind, except as provided in the duly adopted Rules and Regulations of the Association. Trash receptacles shall not be permitted to remain on the Common Elements except for such short periods of time established by the Board of Directors as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner either in this Unit or upon the Common Elements, which spoils the appearance of the Condominium. The Common Elements shall not be used for vehicle repair.

K. No Obstructions. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, patios, decks, balconies, courtyards, and porches, if any, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements. Permanent and portable basketball hoops are not permitted except with the express written permission of the Board of Directors.

L. Parking. Parking spaces are limited in the Condominium. The Board of Directors shall have the discretion to issue rules and regulations concerning parking, including the right to permanently or temporarily ban parking anywhere on the condominium premises. No trailers, house trailers, commercial vehicles, construction equipment, boat trailers, boats, camping vehicles, camping trailers, motor homes, snowmobiles, snowmobile trailers, or similar vehicles or trailers may be parked or stored upon the Condominium Premises. Inoperable and/or unlicensed (including

expired license) vehicles shall not be maintained on the Condominium Premises. Commercial vehicles and trucks shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business. The Board of Directors shall have the discretion to determine what constitutes a commercial vehicle, either on a case-by-case basis or by rules promulgated under O below. The Association may allocate or assign parking spaces from time to time on an equitable basis. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. No portable storage or shipping containers are allowed on general or limited common elements without the express written approval of the Board of Directors.

M. Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest, or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar weapons, projectiles, or devices (including but not limited to devices defined by City ordinance) anywhere on or about the Condominium Premises.

N. Signs. No signs, notices, pennants, or advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or the Common Elements except in accordance with duly adopted rules and regulations or with the written permission of the Association.

O. Rules and Regulations. Reasonable rules and regulations consistent with the Act, the Master Deed, and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of Co-owners or operation of the Association and the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such rules and regulations, and amendments thereto, shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in number.

P. Access to Units and Common Elements. The Association, or its duly authorized agents, shall have access to each Unit and any Limited Common Elements appurtenant thereto, from time to time, during reasonable working hours and upon notice to the Co-owner thereof as may be necessary for the inspection, maintenance, repair, or replacement of any of the Common Elements therein or accessible therefrom. The Association, or its agents, shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association a means of access to his Unit and any Limited Common Elements appurtenant thereto during any period of absence. In the event of the failure of such Co-owner to provide a means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors, windows, or other items damaged in gaining such access.

Q. Landscaping. No Co-owner shall perform any landscaping; plant any trees, shrubs, flowers; or place any ornamental materials (including but not limited to statuary, lighting, furniture, implements, rocks, fencing, or other decorative or utilitarian items) upon the Common Elements unless approved by the Association in writing. Any such items installed with permission of the Association shall be the responsibility of the Co-owner to maintain, unless the Association assumes responsibility to maintain in writing. In the event that a Co-owner fails to adequately maintain such items to the satisfaction of the Board of Directors, the Association shall have the right to either remove and dispose of same, or to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II above. Should access to any Common Elements be required, or should any materials allowed by this Section interfere with maintenance or services provided by the Association, the Association may remove and dispose of any obstructions of any nature that restrict such access or services and will have no responsibility for repairing, replacing, or reinstalling such materials that are damaged in the course of gaining the access or performing the services, nor shall the Association be responsible for monetary damages of any sort arising out of such actions.

R. Window Treatments. All window treatments visible from the street shall be white or off-white in color when viewed from the street.

S. Maintenance Responsibilities. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean, and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical, telecommunications, other utility conduits and systems, and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to (whether due to neglect or otherwise) or misuse of any of the Common Elements by him, or his family, guests, agents, or invitees unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II above. All Co-owners have an affirmative duty to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair, or replacement.

T. Conditions and Standards. No unsightly condition shall be maintained upon any Unit or common element and only furniture and equipment consistent with ordinary patio, porch, balcony, deck, or courtyard use shall be permitted to remain there during seasons when patios, porches, balconies, decks, or courtyards are reasonably in use and no furniture or equipment of any kind shall be stored on patios, porches, balconies, decks, or courtyards during seasons when patios, porches, balconies, decks, or courtyards are not reasonably in use. Meadow Pointe Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, peaceful, serene, private, residential community for the benefit of the Co-owners and all

persons interested in the Condominium. No hot tubs are allowed on patios, decks, or General or Limited Common Elements.

U. Application of Restrictions to Association. None of the restrictions contained in this Article VI shall apply to the activities of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time.

V. Costs of Enforcement. Any and all costs, damages, fines, expenses, and actual, reasonable attorney fees incurred or levied by the Association in enforcing any of the restrictions contained in the Condominium Documents, or in enforcing rules and regulations promulgated by the Board of Directors, and any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to, secured by the statutory lien on the Unit, and collected from the responsible Co-owner or Co-owners in the manner provided by Article II above. This includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations (whether or not court action results) and in responding to and defending actions relating to violations in small claims court or any other court of competent jurisdiction.

W. Revocability of Approvals. Any approval given by the Association in accordance with any provision of the Condominium Documents shall be considered in the nature of a license and shall be revocable upon thirty (30) days written notice for good cause.

Article VII. Mortgages

A. Book of Mortgages. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units." Co-owners shall also promptly notify the Association of any assignment of such mortgage or change in servicing of such mortgage. 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. The Association shall upon request give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

B. Notices. The Association shall, if requested to do so, notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such coverage.

C. Request for Notice. Upon written request submitted to the Association, any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Article VIII. Membership and Voting

A. **Membership.** Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. Membership arises upon acquisition of a Unit by any means and terminates upon divestiture of the Unit by any means.

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

A. **Voting by Number.** Each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned. Voting shall be by number. Co-owners not qualified to vote (as provided elsewhere in these Bylaws) shall not be issued ballots.

B. **Proof of Ownership.** No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may only be cast by the representative designated by such Co-owner in the notice required in C below or by a proxy signed by such individual representative.

C. **Designation of Voter Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and stating the address at which the Co-owner shall receive all notices and other communications from the Association. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of every person, firm, Corporation, Partnership, Association, Trust, or other entity who is (or is jointly) the Co-owner. Such notice shall be signed and dated by the Co-owner. The Co-owner may change the individual representative or the address designated at any time by filing a new notice.

Article IX. Meetings

A. **Location and Conduct of Meetings.** Meetings of the Association members shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Voting shall be as provided in these Bylaws. Meetings of the Association members shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Condominium Documents.

B. **Annual Meetings.** There shall be an annual meeting of the members of the Association on such date and time as shall be determined yearly by the Board of Directors; provided, that in no event shall more than 14 months elapse between annual meetings. At the annual meeting, there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of these Bylaws. The Co-

owners may also transact at annual meetings such other business of the Association as may properly come before them.

C. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one third (1/3) of the designated voter representatives and presented to the Secretary of the Association. This provision shall in no way be construed to validate any action taken at such special meeting if the action was beyond or outside the authority of the persons purporting to take such action. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

D. Notice of Meetings. It shall be the duty of the Secretary of the Association to give notice of time, place, and subject matter of all meetings to each Co-owner by mailing the same to each individual representative at the address designated by the Co-owner as required by Article VIII.C above at least ten (10) days, but not more than sixty (60) days, prior to the date of the 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 pursuant to Article VIII.C above, shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver when filed in the records of the Association shall be deemed due notice.

E. Quorum. The presence, in person or by proxy, of twenty-five (25%) in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of quorum with respect to the question upon which the vote is cast. If a meeting cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time of the original meeting by announcement of the date, time and location at such meeting. At any such meeting so adjourned, the quorum requirement automatically shall be reduced to twenty per cent (20%) in number of the Co-owners qualified to vote.

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

G. Proxies and Written Ballots. Votes may be cast in person, by proxy, or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

H. Majority Rule. The affairs of the Association shall be decided by majority vote. A majority, except where otherwise provided herein, shall consist of more than

fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically in the Condominium Documents or the Act, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

I. Action without a Meeting. Any action which may be taken at a meeting of the members (except for the election and removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of meetings of members. Such solicitations shall specify:

1. the number of responses need to meet the quorum requirements;
2. the percentage of approvals necessary to approve the action and
3. the time by which ballots must be received in order to be counted.

The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots received.

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

Article X. Board of Directors

A. Board of Directors. A Board of Directors, all of whom shall serve without compensation and who must be members of the Association, shall govern the affairs of the Association. If a Co-owner is a partnership, corporation, or limited liability company, then any partner, officer or director, or member (as the case may be) shall be qualified to serve as a Director. If the Co-owner is a trust, then a trustee shall be qualified to serve as a Director, provided that a copy of the trust, or a certificate of trust existence and authority, is presented to the Association. No more than one person owning or residing in a Unit may serve on the Board at any time.

B. Election of Board Members. The Board shall be composed of five (5) members. Anything to the contrary herein notwithstanding, at least one member shall own an attached Unit, and at least one member shall own a detached Unit. At the first annual meeting following adoption of these bylaws, the three candidates for the Board of Directors receiving the highest number of votes shall be elected to two year terms, and the two candidates receiving the next highest number of votes shall be elected to one year terms. Thereafter, either two or three board members shall be elected as the length of their term expires; subsequent terms shall all be two years in length.

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

1. Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.
2. Collecting assessments from the members of the Association and using the proceeds thereof for the purposes of the Association.
3. Carrying insurance and collecting and allocating the proceeds thereof.
4. Rebuilding improvements after casualty.
5. Contracting for and employing persons, firms, Corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium Project.
6. Acquiring, maintaining, improving, buying, operating, managing, selling, conveying, assigning, mortgaging, or leasing any real or personal property (including any Unit in the Condominium and easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
7. Borrowing money and issuing evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and securing the same by mortgage, pledge, or other lien on property owned by the Association.
8. Making rules and regulations in accordance with Article VI.O above.
9. Establishing such committees as it deems necessary, convenient, or desirable and appointing persons thereto for the purpose of implementing the administration of the Condominium and delegating to such committees any functions

or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

10. Making rules and regulations and/or entering into agreements with institutional lenders, the purposes of which are to obtain mortgage financing for Unit Co-owners which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the Federal Government or the State of Michigan.

11. Enforcing the provisions of the Condominium Documents.

12. Such other duties which are within the scope of these Condominium Documents and neither prohibited by law nor reserved to the Co-owners.

D. Management Agent. The Board of Directors may employ for the Association a management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Article X.C above, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a management agent in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

E. Vacancies. Vacancies on the Board caused by any reason other than removal of a Director by a vote of the members of the Association shall be filled by the affirmative vote of a majority of the remaining Directors, even if there remains less than a quorum of the Board. Each person elected to fill a vacancy shall remain a Director until a successor has been elected and qualified. The term of the newly elected Director shall equal that remaining for the Director whose death, disability or resignation created the vacancy.

F. Resignation and removal. A Director may resign at any time, and such a resignation shall take effect when the Association receives written notice or at a later time as stated in the notice of resignation. Any or all of the Directors may be removed, with or without cause, by a vote of a majority of the Co-owners, in number, at any annual meeting or a special meeting called for that purpose. Any Director whose removal has been proposed by the Co-owners shall be given the opportunity to be heard at the meeting prior to the vote.

G. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such time and place as shall be fixed by the Directors at the meeting at which such Directors were elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such first meeting.

H. Regular Meetings. Regular meetings of the Board of Directors may be held at such reasonable times and places as shall be determined from time to time by a majority of the Directors. At least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director at least three (3) days prior to the date of the meeting, unless notice is waived by the Director.

I. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, which notice shall state the time, place, location, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and like notice on the written request of one Director.

J. Waiver of notice. Before or at any meeting of the Board of Directors, any Director may, in writing or orally, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by that Director of the time and place thereof unless the Director shall place his objection to the notice at the beginning of the meeting. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

K. Quorum. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. The joinder of a Director in the action taken at a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

L. Action by written consent. If all the Directors consent in writing to any action to be taken by the Association, either before or after the action, the action shall be a valid corporate action as if it had been authorized at a meeting of the Board.

M. Closed Meetings. The Board of Directors, in its discretion, may close a portion of or all of any meeting of the Board of Directors to members of the Association or may permit members of the Association to attend a portion of or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board and counsel for the Association, or any other matter to which a privilege against disclosure pertains under state or federal statute, common law, rule of evidence, or court rule.

N. Fidelity Bond. The Board of Directors shall require that adequate fidelity bonds shall cover all officers and employees of the Association handling or responsible for Association funds. The premiums for such bonds shall be expenses of administration.

Article XI. Officers

A. Designation and Terms. The principal officers of the Association shall be a president, a vice-president, a secretary, and a treasurer. The Directors may also elect one or more vice presidents, assistant secretaries, and assistant treasurers as the needs of business require. The President and the Vice President may not be the same person. Each officer shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board. No officer shall receive any compensation from the Association for acting as an officer unless expressly provided for in resolutions adopted by at least sixty percent (60%) of all Co-owners in number.

B. The President. The President shall be the Chief Executive Officer of the Association. The President shall preside over all meetings of the members and of the Board and shall be an *ex officio* member of all standing committees. Only the President must be a member of the Board of Directors.

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

D. The Secretary. The Secretary shall attend all meetings of the members and of the Board, and shall preserve, in records of the Association, true minutes of the proceedings of all such meetings. The Secretary shall safely keep the seal of the Association and shall have the authority to affix the seal to all documents on which its use is required. The Secretary shall give all notices required by statute, these bylaws, or resolutions and shall perform other duties that the Board or the executive committee delegates to the Secretary.

E. The Treasurer. The Treasurer or designee shall have custody of all corporate funds and securities and shall keep, in records of the Association, full and accurate accounts of all receipts and disbursements. The Treasurer or designee shall deposit all monies, securities, and other valuable property of the Association in such depositories the Board designates. The Treasurer or designee shall disburse the funds of the Association as the Board orders, taking proper vouchers for such disbursements, and shall render to the President and Directors at regular meetings of the Board or upon reasonable request an account of all the Treasurer's transactions and of the financial condition of the Association.

F. Vacancies. Vacancies in any office may be filled by the affirmative vote of a majority of the members of the Board of Directors. Each person appointed to fill a vacancy shall hold office at the pleasure of the Board.

G. Resignation and removal. An officer may resign at any time, and such a resignation shall take effect when the Association receives written notice or at a later time as stated in the notice of resignation, unless removed earlier by the Board of

Directors. Any or all of the officers may be removed, with or without cause, by the vote of a majority of the Board of Directors.

Article XII. Finances

A. Detailed Books. The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements, and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours.

B. Annual Financial Statement. Unless the Association opts out on an annual basis by an affirmative vote of a majority of co-owners, the Association shall have its books, records, and financial statements independently audited or reviewed by a certified public accountant, as defined in Section 720 of the Michigan Occupational Code, 1980 PA 299, as amended. The audit or review shall 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. The Association shall prepare and distribute to each Co-owner at least annually a copy of the review or audit. The costs of any review or audit and any other accounting expenses shall be expenses of administration.

C. Copies to Mortgagees upon Request. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore.

D. Current Copies of the Condominium Documents. The Association also shall maintain on file current copies of the Master Deed for the Project, any Amendments thereto, and all other Condominium Documents and shall permit all Co-owners, prospective purchasers, and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Article XIII. Indemnification

A. Obligation to Indemnify. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, any claim for reimbursement or indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of

indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

B. **Liability Insurance; Waiver.** The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such Director's or officer's personal benefit.

Article XIV. Compliance

The Association of Co-owners, present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, Master Deed, Bylaws, Articles of Incorporation of the Association, Rules and Regulations adopted by the Association, and the mere acquisition, occupancy, or rental of any Unit, or an interest therein, or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified.

Article XV. Remedies For Default

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

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

2. Failure of a Co-owner, non-Co-owner resident, or guest to comply with the Condominium Document shall entitle the Association to recover from such Co-owner, non-Co-owner resident, or guest the pre-litigation costs and actual reasonable attorney fees incurred in obtaining his compliance with the Condominium Documents. In addition, in any proceeding arising because of an alleged default by any Co-owner, or in case where the Association must defend an action brought by or on behalf of any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and actual reasonable attorney fees (not limited to statutory fees) incurred in obtaining compliance or relief, but in no event shall any Co-owner, non-Co-owner resident or guest be entitled to recover such attorney fees or costs against the Association. The Association, if successful, shall also be entitled to recoup the costs and attorney fees incurred in defending any claim, counterclaim, cross-claim, third party claim, or other matter (collectively, "claim") from a Co-owner, non-Co-owner resident or guest asserting the claim. "Proceeding" includes administrative hearings and

arbitration hearings as well as court actions. Proceedings include bankruptcy proceedings and expenses of the Association incurred in such proceedings include, but are not limited to, the expense of filing a proof of claim, defending against a challenge to a claim, filing a motion for relief from the stay, providing notice of increase or decrease in assessments or notice of additional or special assessments, or taking any other action in such proceedings to protect the Association's interests.

3. The violation of any of the provisions of the Condominium Documents shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements Limited or General, or into any Unit where reasonably necessary and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing, or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the removal and abatement.

4. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association of monetary fines for such violations in accordance with Article XVI below.

B. Failure to Enforce not a Waiver. The failure of the Association or of any Co-owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant, or condition in the future.

C. Rights Cumulative. All rights, remedies, and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

Article XVI. Fines

A. Authority to Assess Fines. The violation by any Co-owner, occupant, or guest of any of the provisions of the Condominium Documents, including any rules and regulations adopted by the Board of Directors pursuant to Article VI.O above, shall be grounds for assessment by the Association of monetary fines against the involved Co-owner. Such Co-owner shall be responsible for violations whether they occur as a result of his personal actions or through the actions or omissions of his family, guests, tenants, occupants, invitees; or any other person admitted through such Co-owner to the Condominium.

B. Commencement of Proceedings. A proceeding for imposition of a fine shall be commenced by the filing with any member of the Board of Directors (or the managing agent, if one has been retained) of a written complaint, on a form to be

designated by the Board of Directors and signed by the person complaining, alleging the date and time of the violation, the name of the Co-owner allegedly responsible, the address at which the violation took place, and a description of the alleged violation sufficient to demonstrate a likelihood that a violation of the Condominium Documents has actually occurred. Any member of the Association or any Board Member or officer of the Association may file such written complaint.

C. Board Review. Upon receipt of the complaint and at the next meeting of the Board, the Board of Directors shall review same to determine if sufficient facts are alleged in the complaint to demonstrate a likelihood that a violation of the Condominium Documents has occurred. If the Board of Directors believes that the complaint is not sufficient to demonstrate a likelihood that a violation has occurred, the Board shall so notify the person making the complaint and take no further action.

D. Notice. If the Board of Directors believes that the complaint demonstrates a likelihood that a violation has occurred, the Board shall send written notice to the complainant and the Co-owner allegedly responsible at the address designated pursuant to Article VIII.C above. Such notice shall contain:

1. A copy of the written complaint,
2. Notice of a date, time, and place for a hearing at which the Board of Directors shall consider the alleged violation. The hearing date shall be not less than 7 days from the date of the notice.
3. Notice that the existence of a violation and the appropriateness of the imposition of a fine will be considered at the hearing, regardless of the participation or non-participation of the allegedly responsible Co-owner in such hearing.

E. Hearing. At such date, time, and place, the Board of Directors shall consider the complaint, any evidence submitted in its support, the response, and any evidence presented in its support, and determine whether or not to impose a fine. The decision of the Board of Directors is final. No person has a right to an attorney at the hearing, or to an appeal. The state and/or federal rules of evidence do not apply to the hearing. No transcript need be kept of the hearing; however, the decision whether to impose or not impose a fine shall be noted in the minutes of the meeting. In the absence of the allegedly responsible Co-owner, the Board of Directors may, if appropriate, determine that a violation has occurred based upon the information contained in the written complaint without the necessity of additional evidence or testimony in support. A Co-owner who does appear has the right to be heard.

F. Determination. If the Board of Directors determines that no violation occurred, notice of that determination shall be given to the allegedly responsible Co-owner and to the person making the complaint. If the Board of Directors determines that a violation of the Condominium Documents has occurred it shall determine the appropriate fine to be imposed. Notice of the imposition of the fine and its amount shall be mailed to the Co-owner found to be responsible at the address designated pursuant to Article VIII.C above. The decision of the Board is final.

G. Multiple Violations. Each 24-hour period that a condition persists in violation of the Condominium Documents may be considered a separate violation; provided, however, that each such violation must be the subject of a separate complaint, notice, and hearing as provided above. A notice may encompass more than one complaint against a Co-owner, and a hearing may resolve more than one complaint.

H. Payment of Fine. The Co-owner found responsible shall remit the amount of the fine within 10 days of the mailing of the notice provided by D above. Any fine remaining unpaid after that time shall be subject to collection as provided by Article II above.

I. Fines Committee. The Board of Directors may appoint a fines committee for the purpose of exercising the duties and responsibilities ascribed to the Board in this fines procedure. One member of such committee must be a Board member.

J. Schedule of Fines. The Board of Directors shall determine from time to time a schedule of amounts to be imposed as fines. The schedule may include a sliding scale of amounts depending upon the severity or frequency (or both) of a violation, but the fines shall be imposed uniformly.

K. Fines not a Waiver or Election. The imposition of a fine shall not prohibit the Association from taking other action as permitted by law or the Condominium Documents for a violation of a provision of the Condominium Documents, either separately or concurrently.

Article XVII. Amendments

Amendments to these Bylaws may be adopted in the manner provided in the Master Deed.

Article XVIII. Conflicts and Severability

A. Conflicts. In the event that any term, condition, or restriction contained in these Condominium Bylaw conflicts with, contradicts, or imposes any greater burden or requirement than any provision of the Act, the Nonprofit Corporation Act, or other provision of federal, state, or local law, the provisions of federal, state, or local law shall control.

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

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