WYNDHAM ESTATES
MASTER DEED

"This Master Deed is executed on this 7th day of Sept., 1995, by Wyndham Estates, LLC, a Michigan corporation("Developer"), P.O. Box 572, Fenton, Michigan 48430, pursuant to the provisions of the Michigan Condominium Act, 1978 P.A. 59, as amended, (the "Act").

RECITALS: By recording this Master Deed, and the attached Bylaws (Exhibit A) and Condominium Subdivision Plan (Exhibit B), the Developer intends to establish the real property described in Article II below, together with the improvements located and to be located on, and the appurtenances to, that real property as a residential site condominium project under the provisions of the Act. Therefore, the Developer establishes Wyndham Estates as a Condominium Project under the Act and declares that Wyndham Estates (the "Condominium", "Project", or the "Condominium Project") shall be held, conveyed, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided that:

ARTICLE I: TITLE AND NATURE. The Condominium Project shall be known as Wyndham Estates, Genesee County Condominium Subdivision Plan No. 142. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in Exhibit B. Each Unit is capable of individual use by having its own entrance from and exit to a Common Element of the Project. Each Co-owner in the Project has an exclusive right to his Unit, has undivided and inseparable rights to share with other Co-owners the Common Elements of the Project, and has the right to construct a single residential dwelling on his Unit, subject to the Condominium Documents and all applicable laws.

ARTICLE II: LEGAL DESCRIPTION. The land submitted to the Condominium Project is described as:

32-5-6

TOTAL SITE: Part of the SE1/4 of Section 32, T5N-R6E, Fenton Township, Genesee County, Michigan described as: Beginning at a point on the N&S1/4 line that is N00*00'39"E 353.72 feet from the S1/4 corner of said Section 32; thence continuing along said N&S1/4 line, N00*00'39"E 1193.30 feet; thence S89*32'07"E 1107.74 feet; thence S01*35'01"W 401.53 feet; thence S01*31'45"W 604.75 feet; thence N89*37'40"W 434.81 feet; thence S00*11'49"W 531.24 feet to the South line of said Section 32; thence S89*40'30"W 416.00 feet along said South line of Section 32; thence N00*11'49"E 351.60 feet; thence N89*48'11"W 229.30 feet to the N&S1/4 line of said Section 32 and the POINT OF BEGINNING. Containing 31.36 acres of land and reserving the part now used as Lobdell and Whitaker Roads so-called.

PHASE I: Part of the SE1/4 of Section 32, T5N-R6E, Fenton Township, Genesee County, Michigan described as: Beginning at a point on the N&S1/4 line that is N00*00'39"E 1104.24 feet from the S1/4 corner of said Section 32; thence continuing along said N&S1/4 line, N00*00'39"E 442.78 feet; thence S89*32'07"E 1107.74 feet; thence S01*35'01"W 401.53 feet; thence S01*31'45"W 24.55 feet;

65668

I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

William P. Bobeck 9/7/95

0632 400 020 per LD NC

thence N89*32'07"W 806.18 feet; thence S77*39'40"W 67.65 feet; thence N89*59'21"W 223.79 feet to the N&S1/4 line of said Section 32 and the POINT OF BEGINNING. Containing 10.86 acres of land and reserving that part now used as Whitaker Road so-called.

ARTICLE III: DEFINITIONS. Certain terms are utilized in this Master Deed and Exhibits A and B, and in various other instruments such as the Rules and Regulations of the Wyndham Development Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, the Project. Those terms are usually capitalized (for example, the "Project") and are defined in the Act. Wherever used in those documents or any other pertinent instruments, those terms shall have the meanings given to them in the Act. The following terms are not defined in the Act, and shall have these meanings:

Section 1. Homesite. "Homesite" shall mean each Condominium Unit, its appurtenant Limited Common Elements, and the General Common Element land area between the Unit and the paved portion of the adjacent roadway.

Section 2. Development Period. "Development Period", means the period commencing on the date this Master Deed is recorded and continuing as long as Developer owns any Unit in the Project.

ARTICLE IV: COMMON ELEMENTS. The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair and replacement are:

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

A. Roads. The roadways located within the boundaries of Wyndham Development, until they are dedicated to the public.

B. Land. Land within the Condominium Project not identified as either Units or Limited Common Elements shall be a General Common Element.

C. Electrical, Gas, Telephone and Cable Television. All underground electrical, gas, telephone and cable television mains and lines up to the point where they intersect the boundary of a Homesite and all common lighting for the Project, if any is installed.

D. Storm Water Drainage System. All storm water drainage facilities, if any, serving the Project.

E. Water and Sanitary Sewers. The water mains and sanitary sewer mains servicing the Project if and when they are installed.

F. Detention Area and Detention Area Easement. The storm water detention areas and easements, if any, designated on the Condominium Subdivision Plan as General Common Elements.

G. Landscaping, Exterior Lighting and Sprinkler Systems. All landscaping, exterior lighting and sprinkler systems installed by the Developer or the Association within the General Common Element land areas.

II. Other. Other elements of the Condominium not designated as General or Limited Common Elements and not located within a Unit that are intended for common use of all Co-owners or are necessary to the Project.

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

A. Land. Certain land may be shown on the Condominium Subdivision Plan as Limited Common Element, and is limited in use to the Unit to which it appertains, as shown on Exhibit B.

B. Utility Leads. All utility leads and lines lying within the Homesites and all septic tanks, septic fields, septic system pumps, water wells and all related potable water and on-site sewage disposal facilities servicing a Unit are limited in use to the Units serviced by them.

C. Driveways. Private driveways serving individual Units are Limited Common Elements, even if they are located partially on the General Common Element land area.

Section 3. Structures on Units. All structure and improvements located within the boundaries of a Homesite shall be owned in their entirety by the Co-owner of the Homesite on which the are located and shall not be Common Elements.

Section 4. Responsibilities. The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

A. Co-owner Responsibilities.

1. Homesites. The responsibility for and the costs of maintenance, decoration, repair, replacement and insurance (both property and liability) of each Homesite (including all easement areas located on the Homesite), all improvements on that Homesite (except actual physical improvements that are General Common Elements) and all Limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit in that Homesite or to which the Limited Common Element appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association.

2. Utility Services. The responsibility for and cost of maintenance, repair and replacement of all utility laterals and leads within a Homesite shall be borne by the Co-owner of the Unit in that Homesite, except to the extent that those expenses are borne by a utility company or a public authority.

B. Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements except the part of the General common Elements located within a homesite shall be borne by the Association, subject to any contrary provisions of the bylaws. The foregoing not withstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium.

Section 5. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment, and any telecommunications and cable television facilities, shall be Common Elements only to the extent of the Co-owners' interest in those items, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sanitary sewer, telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of utilities by laterals from the mains to any structures and fixtures located within the Units. Each Co-owner shall also be responsible for determining whether his Unit and appurtenant Limited Common Element shall be suitable for on-site sewage disposal utilizing subsurface absorption and for determining the location of all tanks, pumps and septic fields on the Unit and appurtenant Limited Common Element.

Section 6. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any way inconsistent with the purposes of the Project or in any way that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

Section 7. Special Provisions for Roads, Storm Water Detention Areas and Filtration Facilities. The Association shall have the responsibility for the maintenance repair, operation and replacement of the roads, storm water detention areas and storm water filtration facilities in the Project. The expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities and any reserve for the replacement thereof shall be expenses of administration of the Project and shall be assessed against all Co-owners of Units in the Project. Except in the case of Co-owner fault each of those Units shall be assessed one-sixty second (1/62) of the expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities, which may be assessed as part of the regular assessments and/or special assessments against those Units. The operation, maintenance, repair and replacement of the roads, storm water detention areas and storm water filtration facilities are further subject to the terms and provisions of the Bylaws of the Project. The roads, storm water detention areas and storm water filtration facilities shall be operated, maintained, repaired and replaced in accordance with the provisions of the Master Deed and Bylaws for the Project, all rules and regulations for the Project, and all applicable federal, state and local statutes, laws, ordinances and regulations. If the Association or its contractors or agents fails to comply with the roads, storm water detention areas and storm water filtration facilities, operation, maintenance, repair or replacement requirements set forth in the Master Deed, the Bylaws, and applicable laws then in addition to all other remedies available under applicable law, the Charter Township of Fenton, the Genesee County Road Commission, the Michigan Department of Natural Resources and their respective contractors and agents, may, at their option with or without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary maintenance, repair, replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities. In that event, the Association shall reimburse the Township, the County, and/or their contractors all costs incurred by it in performing the necessary maintenance, repair, replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities, plus an administrative fee of 15% if the Association does not reimburse the Township for those costs, then the Township, at its option, may assess the cost therefore against the co-owners of the Units in the Project to be collected as a special assessment on the next annual tax roll of the Township. At a minimum, the Association shall establish an annual inspection and maintenance program for the roads, storm water detention areas and storm water filtration facilities in the Project. This provision may not be modified, amended, or terminated without the consent of the Charter Township of Fenton.

ARTICLE V: UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE.

Section 1. Description of Units. Each unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Wyndham Development as prepared by ____________________ (Exhibit B). Each Unit consists of the volume within the Unit boundaries as delineated with heavy outlines on Exhibit B.

Section 2. Percentages of Value. All of the Units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentage of value assigned to each unit shall determine each Co-owner's share of the Common Elements, the proportionate share of each Co-owner in the proceeds and expenses of administration and the value of the Co-owner's vote at meetings of the Association.

ARTICLE VI: SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS. Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. The resulting changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Development Period, without the consent of any other Co-owner or any mortgagee of any Unit, to:

A. **Subdivide Units.** Subdivide or resubdivide any Units that it owns.

B. **Consolidated Contiguous Units.** Consolidate under single ownership two or more contiguous Units that it owns.

C. **Relocate Boundaries.** Relocated any boundaries between adjoining Units that it owns.

In connection with any subdivision, consolidation or relocation of boundaries of Units by the Developer, the Developer may modify, add to or remove Common Elements, and designate or redesignate them as General or Limited Common Elements and shall reallocate the percentages of value of the affected Units, as required by the Act. These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by and at the expense of the Developer.

Section 2. By Co-owners. Subject to approval by Fenton Township, and during the Development Period, the Developer, and subject to Article II, Section 38 of the Bylaws, one or more Co-owners may:

A. Subdivision of Units. Subdivide or resubdivide any Units that he owns upon written request to the Association.

B. Consolidation of Units; Relocation of Boundaries. Consolidate under single ownership two or more contiguous Units that they own to eliminate boundaries or relocate the boundaries between those Units upon written request to the Association.

These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by the Association. The Co-owner(s) requesting the changes shall bear all costs of preparation and recording of the amendment(s). The changes shall become effective upon recording of the amendment in the office of the Genesee County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VI.

Section 4. Construction of Improvements on Units. Subject to the restrictions contained in the Condominium Documents, including the Rules and Regulations of the Project, as amended, a Co-owner may construct on his unit one single-family residence. All construction shall be in accordance with and subject to the Rules and Regulations and all applicable codes, ordinances, statutes, laws, rules, regulations and private use restrictions.

ARTICLE VII: EASEMENTS.

Section 1. Easement for Utilities. There shall be easements to, through and over the land in the Condominium (including all Units and their adjoining Limited Common Element setback areas) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as amended from time to time. If any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors, construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of that encroachment for as long as that encroachment exists, and for its maintenance after rebuilding in the event of destruction.

Section 2. Easements Retained by Developer.

A. Roadway Easements.

(1) Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portions of the Project. Developer further reserves the right during the Development Period to install

temporary construction roadways and access ways over the General Common Elements in order to gain access to the Project from a public road.

(2) The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right subsequent to that period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the General Common Element roadways in Wyndham Development. That right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B, recorded in the Genesee County Records. The Developer retains the power to dedicate the roads within the Project to the Genesee County Road Commission. After said dedication and acceptance by the Genesee County Road Commission, the roads will not be part of the Condominium Project and the responsibility for maintenance, repair and replacement of the dedicated roads will be the responsibility of the Genesee County Road Commission. The Association may nonetheless decide to separately contract for certain services (such as snow removal) and the cost of such services will be borne by the Association. Upon approval by an affirmative vote of not less than fifty-one (51%) percent of all Co-Owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Project. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Project as a whole shall be borne equally by all Co-Owners.

(3) The Developer reserves the exclusive right until the lapse of the Development Period to maintain, repair, replace, decorate and landscape the Entranceways to the Project. The nature, extent and expense of maintenance, repair maintenance, replacement, decoration and landscaping shall be at the sole discretion of the Developer. All costs and expenses of initial installation of decorations and landscaping shall not be costs and expenses of administration and operation of the Condominium, but shall be borne by the Developer. All costs and expenses of maintenance, repair, maintenance, replacement, decoration and landscaping other than for the initial installation of those improvements shall be costs and expenses of operation and administration of the Condominium. As used in this Paragraph (3), the term "Entranceways" shall include but shall not be limited to the paved portions of the General Common Element roads and General Common Element land areas including but not limited to median strips and planting and green areas located within 300 feet of the respective centerlines of the public roads adjacent to the Project. After expiration of the Development Period or when Developer assigns to the Association or to another person the Developer's rights under this Paragraph A(3), the Association shall have the responsibility for maintenance, repair, replacement, decoration and landscaping of the entranceways to the extent those areas are General Common Elements for which the Association would otherwise have those responsibilities under the Master Deed and Bylaws for the Project.

B. Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium

Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

C. **Granting Utility Rights to Agencies.** The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B recorded in the Genesee County Records.

D. **Developer's Right of Use.** The Developer, its successors and assigns, agents and employees, may maintain facilities as necessary on the Condominium Premises to facilitate the construction, development and sale of the Units including offices, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project to permit the construction, development and sale of the Units.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant 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 that may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development Period has not expired.

Section 4. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such 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, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need or the Condominium.

Section 5. Telecommunications agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development Period, shall have the power to grant easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunication") to the Project or any Unit. However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the

Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Other Community Easements. The Developer (or the Association after the expiration of the Development Period) shall have the right to grant any other easements on the General Common Elements that are necessary or desirable for development, community usage, coordinated maintenance and operation of the Wyndham Development community and to confer responsibilities and jurisdiction for administration and maintenance of those easements upon the administrator of the Wyndham Development community.

Section 7. Easement for Maintenance of Roads, Storm Water Detention Areas and Filtration Facilities. The Association, the Genesee County Road Commission, the Michigan Department of Natural Resources, and Charter Township of Fenton and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements onto each Unit serviced by the roads, storm water detention areas and storm water filtration facilities, and onto the Limited Common Elements appurtenant for those Units for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water detention areas and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the Charter Township of Fenton.

ARTICLE VIII: AMENDMENT. This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except that:

Section 1. Modification of Units or Common Elements. A Unit's dimensions, and the nature, extent and the responsibility for maintenance, repair or replacement of its appurtenant Limited Common Elements may not be modified in any material way without the written consent of the Co-owner and mortgagee of that Unit.

Section 2. Mortgagee Consent. A proposed amendment that would materially alter or change the rights of mortgagees generally shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. By Developer. Prior to 1 year after expiration of the Development Period, the Developer may, without the consent of any Co-owner or any other person, amend the Condominium Documents to correct survey or other errors and make other amendments that do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner, the corresponding proportion of common expenses assessed against him and the percentage of value assigned to his Unit shall not be modified without his and his mortgagee's written consent of that Co-owner and his mortgagee's consent, except as otherwise provided in the Condominium Documents.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

Section 6. Developer Approval. During the Development Period, the Master Deed and Exhibits A and B shall not be amended or modified without the written consent of the Developer.

ARTICLE IX: ASSIGNMENT. The Developer may assign any or all of its rights or powers under the Condominium Documents or law, to another person or the Association by an appropriate written document duly recorded in the office of the Genesee County Register of Deeds."

RECORDED
REGISTER
SEP 7 12 10 PM '95
GENESEE COUNTY
REGISTER OF DEEDS

WITNESSES:

Diana C Kloss
Diana Kloss

Sarah M. Clemmer
Sarah M. Clemmer

Wyndham Estates, L.L.C.
a Michigan Company

By: Alfred K Kloss
Alfred Kloss, President

STATE OF MICHIGAN)
SS.
COUNTY OF GENESEE)

On September 7, 1995, the foregoing Master Deed was acknowledged before me by Alfred Kloss, President of Wyndham Estates L.L.C., a Michigan Company, on behalf of Said Company.

Sarah M. Clemmer
Sarah M. Clemmer
Notary Public, Genesee County, Michigan
My commission expires: 06/10/99

DRAFTED BY.

ALFRED R. KLOSS
615 W. BROAD,
LINDEN, MI 48451

87.00

EXHIBIT A TO MASTER DEED

BYLAWS OF WYNDHAM DEVELOPMENT

ARTICLE I: ASSOCIATION OF CO-OWNERS. Wyndham Estates, a residential site condominium Project located in Fenton Township, Genesee County, Michigan, shall be administered by an Association of Co-owners which shall be a Michigan non-profit corporation (the "Association") responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. All Co-owners in the Project and all persons using or entering upon or acquiring any interest in any Unit or Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No building of any kind shall be erected within a Unit except one private residence.

Section 2. Architectural Control. An architectural control process has been established to assure that Wyndham Estates is developed in the highest quality manner consistent with the design goals for the community as described in the Rules and Regulations. No building, structure, landscaping or other improvement shall be erected, constructed, installed or permitted to remain on any Unit or elsewhere in the Project unless it has been approved in accordance with the architectural approval process described in the Rules and Regulations and also complies with the restrictions and requirements of the Condominium Documents. No alteration, modification, substitution or other variance from the designs, plans, specifications and other materials that have been approved by the Developer shall be permitted without the Developer's written approval of that variance, regardless of the reason for the variance. The Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval to any other person, including the Association.

Section 3. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations, modifications or changes on any of the Units or Common Elements without the express written approval of the Developer. No Co-owner shall restrict access to any utility line or any other element that must be accessible to service the Common Elements or that affects an Association responsibility in any way. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit, except that holiday decorations shall be permitted subject to the Rules and Regulations of the Association as they may from time to time be amended, unless approved in writing by the Developer.

Section 4. Activities. No improper, unlawful, noxious or offensive activity or an activity that is or may become an annoyance or a nuisance to the Co-owners shall be carried on in any Unit or upon the Common Elements. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. Disputes among Co-owners arising as a result of this provision that cannot be amicably resolved shall be arbitrated by the Association. 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. A 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 on his Unit, if approved. Activities deemed offensive and expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices, burning of trash or leaves, installation or operation of electronic insect killers or operation of flood or other bright lights which are an annoyance to an adjacent resident.

Section 5. Pets. No animals, other than household pets, shall be maintained by any Co-owner. Those pets shall be cared for and restrained so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be kept or bred for any commercial purpose. All animals shall be properly licensed. No animal may be permitted to run loose at any time upon the Common Elements. All animals shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of that animal on the premises, whether or not the Association has given its permission. Each Co-owner shall be responsible for collection an disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V of these Bylaws if the Association determines that assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the Owner, remove or cause to be removed from the Condominium any animal that it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt additional reasonable rules and regulations with respect to animals as it deems proper. The Board of Directors of the Association may assess fines for violations of this Section in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations of the Association.

Section 6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations of the Association. No flagpole exterior radio, television aerial, antenna, satellite dish or other reception or transmission device shall be placed, constructed, altered or maintained on any Unit or Common Element without the prior written consent of the Developer, which the Developer may withhold in its sole discretion. Trash shall be stored out of sight in standard receptacles specified by the Developer, and placed at the curb for trash pickup no sooner than the evening before the collection day. If the Township of Fenton does not provide for trash collection, then Co-owners shall contract with a single company selected by the Association in order to obtain a better rate and limit trash collection to a single day per week. Trash receptacles shall be removed as soon as possible after trash collection. If trash containers are stored outside, the storage location must be visually screened and approved by the Developer in writing. No refuse pile, compost heap or other unsightly or objectionable materials shall be allowed to remain on any Homesite. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in a manner that is not offensive or viable to any other Co-owners in the Condominium. The Common Elements and Units shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any dwelling shall be made of or lined with material which is white or off-white in color or blends with the exterior of the residence. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, that is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located on his Unit. In connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.

Section 7. Vehicles. No house trailers, trucks, pick-up trucks, commercial vehicles, boat trailers, aircraft, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, passenger vans, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked upon the premises of the Condominium unless in garages. No inoperable vehicles of any type may be stored outdoors under any circumstances. Commercial vehicles and trucks shall not be parked in or about the Condominium except during deliveries or pickups in the course of business. The Association may require Co-owners to register with the Association all cars maintained on the Condominium Premises. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Condominium or on its roads.

Section 8. Advertising. No signs or other advertising devices of any kind that are visible from the exterior of a Unit or on the Common Elements, including any "For Sale" signs other than standard size "For Sale" signs customarily employed by real estate brokers and builders in Fenton Township shall be displayed without written permission from the Association and, during the Development Period, from the Developer. The Developer may withhold that permission in its sole discretion. The size, location, color and content of any sign permitted by the Developer shall be as specified by the Developer.

Section 9. Rules and Regulations. The Board of Directors of the Association may make Rules and Regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all rules, regulations and amendments shall be furnished to all Co-owners.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and its appurtenant Limited Common Elements, during reasonable working hours, upon notice to the Co-owner, as necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and appurtenant Limited Common Elements as necessary to respond to emergencies. The Association may gain access in any manner reasonable under the circumstances and shall not be liable to a Co-owner for any resulting damage to his Unit and appurtenant Limited Common Elements. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

Section 11. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed and shall not be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on the Common Elements.

Section 12. Co-owner Maintenance. Each Co-owner shall maintain his Homesite and any Common Elements 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 or other utility conduits and systems. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invites, except to the extent those damages or costs are covered and reimbursed by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article V.

Section 13. Reserved Rights of Developer.

A. Prior Approval by Developer. During the Development Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, and no addition to, or change or alteration to any structure shall be made (including in color or design), except interior alterations that do not affect structural elements of any Unit, and no hedges, trees or substantial planting or landscaping modifications shall be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of the structure or improvement and the grading of landscaping plan of the area to be affected shall have been submitted to the approved in writing by the Developer, its successors or assigns, and a copy of the plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any plan or specifications, or grading of landscaping plans that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon the plans, specifications, grading or landscaping, it shall have t he right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed, and the degree of harmony with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development. This Section shall be binding upon the Association and all Co-owners.

B. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article II shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes. Despite any contrary provision, the Developer shall have the right to maintain a permanent, temporary or mobile sales office, model units, advertising display signs, storage areas, related parking rights, and access throughout the Project that it deems reasonable for the sale and development of the entire Project by the Developer.

C. Enforcement of Bylaws. The Developer and the Association shall have the responsibility and the obligation to enforce the provisions contained in these Bylaws including the restrictions set forth in Article II. The Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons having an interest in the condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of those high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and replace any Common Elements and to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 14. Leasing and Rental.

A. Right to Lease. A Co-ownerr may lease or sell his Unit for the same purposes set forth in Section 1 of this Article II subject to the provisions of subsection (B) below. No Co-owner shall lease less than an entire Unit in the Condominium. No tenant shall be permitted to occupy except under a lease having an initial term of at least six months unless approved in writing by the Association. 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. The Developer may lease any number of Units in the Condominium in its discretion.

B. Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents at least 10 days before presenting a lease form to a potential tenant. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, then:

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

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

(c) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-ownerrs on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously money damages in the same action against the Co -owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's unit under a lease or rental agreement and the

tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 15. Notification of Sale. A Co-owner intending to make a sale of his Unit shall notify the Association in writing at least 21 days before the closing date of the sale and shall furnish the name and address of the intended purchaser and other information reasonably required by the Association. The purpose of this Section is to enable the Association to be aware at all times of the identities of all persons owning or occupying a Unit and to facilitate communication with them regarding the rights, obligations and responsibilities under the Condominium Documents. Under no circumstances shall this provision be used for purposes of discrimination against any owner, occupant or prospective owner on the basis of race, color, creed, national origin, sex or other basis prohibited by law.

Section 16. Incorporation of Rules and Regulations. The Rules and Regulations adopted by the Association and, during the Development Period, the Developer, as amended from time to time, are hereby made a part of these Bylaws as if fully set forth in these Bylaws, and may be enforced by the Developer and the Association as if a part of the Bylaws.

ARTICLE III: RECONSTRUCTION AND REPAIR.

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during or after completion of the reconstruction or repair, the funds for the payment of the cost are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 2. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 3. Co-owner's Responsibility. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Homesite and appurtenant Limited Common Elements.

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

A. Taking of Unit or Improvements Thereon. If all or any portion of a Unit or any improvements on a Unit are taken by eminent domain, then the award for that taking shall be paid to the Co-owner and mortgagee of the Unit as their interests may appear, despite any contrary provision of the Act. If a Co-owner's entire Unit is taken by eminent domain, then that Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

B. Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds from that taking shall be paid to the Co-owner's and their mortgagees in proportion to their interests in the Common Elements and the affirmative vote of more than 50% of Co-owner's in number and in value shall determine whether to rebuild, repair or replace the portion taken or to take any other action they deem appropriate.

C. Continuation of Condominium After Taking. If the Project continues after taking by eminent domain, then the remaining portion of the Project shall be re-surveyed and the Master Deed amended accordingly. If any Unit has been taken, then Article V of the Master Deed shall also be amended to reflect that taking and to readjust the percentages of value of the remaining Co-owners proportionately, based upon a continuing value of 100% for the Condominium. That amendment may be made by an officer of the Association authorized by the Board of Directors without execution or approval by an Co-owner.

D. Notification of Mortgagees. If all or a part of a Unit or Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Association shall promptly notify each institutional holder of a first mortgage on any Unit in the Condominium.

E. Applicability of the Act. To the extent not inconsistent with these Bylaws, Section 133 of the Act shall control upon any taking by eminent domain.

Section 5. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units or Common Elements.

ARTICLE IV: INSURANCE.

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all risk insurance coverage, liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than $1,000,000 per occurrence), officers' and directors' liability insurance, workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the General Common Elements. That insurance shall be carried and administered in accordance with the following provisions:

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

B. **Insurance of Common Elements.** All General Common Elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the board of directors of the Association. The Association shall not be responsible for maintaining insurance with respect to Limited Common Elements, Units, and structures on and improvements and appurtenances to Units, Limited Common Elements and Homesites.

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

D. **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article III of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for that repair or reconstruction.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Project, 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 and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Project and the General Common Elements, with all insurers that provide insurance for the Project, including the full power and authority to purchase and maintain insurance, to collect and remit premiums, to collect and distribute the proceeds to the Association, the Co-owners and 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 the Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the provisions of this Article.

Section 3. Responsibilities of Co-owners. Each Co-owner Shall be responsible for obtaining all risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of Co-owner's Unit and for his personal property located on that Unit or elsewhere on the Project. There is no responsibility on the part of the Association to insure any of those improvements whatsoever. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Homesite and appurtenant Limited Common Elements (naming the Association and the Developer as additional insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner. If a Co-owner fails to obtain or provide evidence of that insurance, then the Association may, but is not required to, obtain that insurance on behalf of the Co-owner, and the premiums for that insurance shall constitute a lien against the Co-owner's Unit and may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article V. Each Co-owner shall also be obligated to obtain insurance from an insurer identified by the Association in the event the Association elects to make that designation.

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

Section 5. **Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which the other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within that individual Co-owner's Homesite or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if required by the Association (or the Developer during the Development Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

ARTICLE V: ASSESSMENTS. All expenses arising from the management, administration and operation of the Association in carrying out its authority and duties as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners in accordance with the following provisions.

Section 1. **Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Project shall be receipts affecting the administration of the Project, within the meaning of Section 54(4) of the Act. If snow removal is not performed by a governmental body, the Association reserves the right to contract for the removal of snow from paved areas located within General Common Elements areas and roadways dedicated to the public except the approaches of individual driveways servicing the Units. The cost of snow removal shall be an expense of administration of the Project.

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

A. **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year. The budget shall project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for reserves and contingencies. An adequate reserve fund for maintenance, repairs and replacements of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than be special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a non cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for the year shall be established based upon the budget. The failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. If the Board of Directors decides, in its sole discretion, that the assessments levied are or may be insufficient to pay the costs of operation and management of the Condominium, then it shall have the authority to increase the general assessment or to levy additional assessments that it deems necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its members, and shall not be enforceable by any creditors of or members of the Association.

B. **Special Assessments.** Special assessments, in addition to those required in subparagraph A. above, may be made by the Board of Directors from time to time and approved by the Co-wners as provided below to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $2,0000.00 for the entire project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5, or (3) assessments for any other appropriate purpose not described elsewhere in these Bylaws. Special assessments referred to in this subparagraph B. (but not including those assessments referred to in subparagraph A. above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number. 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 or members of the Association.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed. Payment of an assessment shall be on a monthly, quarterly, semiannual or annual basis, as determined by the Association. The payment of an assessment shall be in default if all or any part of that assessment is not paid to the Association in full on or before its due date. The Association may assess reasonable automatic late charges or may, under Article XIX, Section 4, levy fines for late payment. Each Co-owner (whether 1 or more persons) shall be and remain personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit that are levied while he is the owner. However, a land contract purchaser from any Co-owner including Developer shall be so personally liable and a land contract seller shall not be personally liable for all assessments levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

A. Remedies. In addition to any other remedies available to the Association, 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. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable.

B. Foreclosure Proceedings. Each Co-owner, and every other person who has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan lay pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are made a part of these Bylaws for the purposes of establishing the alter native procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to those actions. Further, each Co-owner and every other person who 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 that 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 his Unit, he was notified of the provisions of this subparagraph 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.

C. Notice of Action. Neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, cost, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The affidavit shall be recorded in the office of the Genesee County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the 10-day period, the Association may take any remedial action available to it under these Bylaws or Michigan law. If the Association elects to foreclose the lien by advertisement, then the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

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

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by the Developer. The Developer's proportionate share of those expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. The only expenses presently contemplated that the Developer might be expected to pay are a pro rata share of snow removal and other road maintenance and a pro rata share of any liability insurance. Any assessments levied by the Association against the Developer for other purposes shall be void without the Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing that litigation or claim or any similar or related costs. A "complicated residential dwelling" shall mean a residential dwelling with respect to which a final certificate of occupancy has been issued by Fenton Township.

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement under which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of the unpaid assessments that exist or a statement that none exist. That statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to that Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of the unit shall render any unpaid assessments and the lien securing them fully enforceable against the purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale prior to all claims except real property taxes and first mortgages of record.

Section 9. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and those personal property taxes shall be treated as expenses of administration.

Section 11. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE VI: ARBITRATION.

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to those disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to the arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association then in effect shall be applicable to any arbitration.

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

Section 3. Election of Remedies. The election and written consent by Co-owners or the Association to submit a dispute, claim or grievance to arbitration shall preclude them from litigating the dispute, claim or grievance in the courts.

ARTICLE VII: MORTGAGES.

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

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

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

ARTICLE VIII: VOTING.

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative named by the Co-owner in the notice required in Section 3 of this Article VIII or by a proxy given by that representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during that period even though the Developer may own no Units at some time during that period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit that it owns.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association naming an individual representative to vote at meeting of the Association and receive all notices and other communications from the Association on behalf of the Co-owner. The notice shall state the name and address of the representative, the number(s) of the Condominium Unit(s) owned by the Co-owner, and the name and address of each person or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner.

The named representative may be changed by the Co-owner at any time by filing a new notice in the same manner.

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which that person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by writing duly signed by the named voting representative not present at a given meeting in person or by proxy. Proxies and any 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.

Section 6. Majority. A majority, except where otherwise provided, shall consist of more than 50% in value of those qualified to vote, present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. If expressly provided in these Bylaws, a majority may be required to exceed a simple majority.

ARTICLE IX: MEETINGS.

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at another suitable, convenient place designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units within Wyndham Development have been sold and the purchasers qualified as members of the Association, but no later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit, whichever occurs first. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting. Those meetings shall not be construed as the First Annual Meeting of members. The date, time and place of that meeting shall be set by the Board of Directors, and at least 10 days' written notice shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of August each succeeding year after the year in which the First Annual is held, at a time and place determined by the Board of Directors. At those meetings the Co-owners shall elect by ballot a Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact other business of the Association that properly comes before them.

Section 4. Special Meetings. The President shall call a special meeting of the Co-owners if directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time, place and purposes of the meeting. Only the business stated in the notice shall be transacted at a special meeting.

Section 5. Notice of Meetings. The Secretary shall (or the Association officer in the Secretary's absence) serve a notice of each annual or special meeting, stating the purpose, time and place of the meeting upon each Co-owner of record at least 10 days but not more than 60 days prior to the meeting. The mailing of a notice to each named representative at his address shown in the notice required by Article VIII, Section 3, shall be deemed notice served. Any member may waive notice in writing. The waiver, when filed in the records of the Association, shall be deemed due notice.

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

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

Section 8. Action Without Meeting. Any action that may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in that manner. Approval by written ballot shall be constituted by receipt, within the specified time period of (i) a number of ballots that equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. 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 that meeting, or an approval of the minutes. All waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

ARTICLE X: ADVISORY COMMITTEE. The Developer shall establish a Co-owners advisory committee as required by, and to be governed by, Section 52 of the Act.

ARTICLE XI: BOARD OF DIRECTORS.

Section 1. Number and Qualification of Directors. The board of Directors shall consist of 3 members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in Section 52 of the Act. At the First Annual Meeting 2 Directors shall be elected for a term of 2 years and 1 Director shall be elected for a term of 1 year. At that meeting all nominees shall stand for election as 1 slate and the 2 persons receiving the highest number of votes shall be elected for a term of 2 years and the person receiving the next highest number of votes shall be elected for a term of 1 year. At each subsequent annual meeting, either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting. Once the Co-owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things not prohibited by the Condominium Documents or required to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the duties imposed by these Bylaws or any further duties imposed by resolution of the member of the Association, the Association shall be responsible specifically for the following:

A. To enforce the provisions of all Condominium Documents.

B. To manage and administer the affairs of and to maintain the Project and the Common Elements.

C. To levy and collect assessments from the members of the Association and to use the proceeds for the purposes of the Association.

D. To carry insurance and collect and allocate the insurance proceeds.

E. To rebuild Common Element improvements after casualty.

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

G. To acquire, maintain and improve, buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in carrying out the purposes of the Association.

H. To borrow money and issue evidences of indebtedness in carrying out the purposes of the Association, and to secure them by mortgage, pledge, or other lien on property owned by the Association, but only if those actions are approved by affirmative vote of 75% of all of the members of the Association in number and in value.

I. To make rules and regulations in accordance with these Bylaws.

J. To establish and appoint members to any committees it deems necessary, convenient or desirable for the purpose of implementing the enforcement and administration of the Condominium and to delegate to those committees any functions or responsibilities that are not required by law or the Condominium Documents to be performed by the Board.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or its affiliates) at reasonable compensation established by the Board to perform the duties and services that the Board authorizes, including, but not limited to, the duties listed in Sections 3 and 4 of this Article. The Board may delegate to the management agent any other duties or powers that are not required by law or by the Condominium Documents to be performed by or have the approval of the Board of Directors or the members of the Association. All service and management contracts shall comply with Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors that occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each Director elected shall serve until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors that occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(B) of the Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of removal action proposed to be taken, any one or more of the Director may be removed with or without cause by the affirmative vote of more than 50% in number of all of the Co-owners and a successor may then and there be elected to fill the resulting vacancy. The quorum requirement for the purpose of filling that vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may e removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at the place designated by the Directors at the meeting at which they were elected; no notice to those Directors shall be necessary in order to hold that meeting if a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at the times and places determined by a majority of the Directors. At least two regular meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone or telegraph, of the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in the same manner on the written request of a Director.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of the meeting. That waiver shall be equivalent to the giving of notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directs. If, at any meeting of the Board of Directors, a quorum is not present , then the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing an concurring in the minutes, shall constitute the presence of that Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or its successors selected or elected before the Transitional Control Date shall be binding upon the Association as long as its actions are within the scope of the powers and duties that may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on the bonds shall be expenses of administration.

ARTICLE XII: OFFICERS.

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary-Treasurer.

A. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association.

B. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis.

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

D. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in the depositories designated by the Board of Directors.

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

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

Section 4. Duties. The officers shall have those other duties, powers and responsibilities authorized by the Board of Directors.

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

ARTICLE XIV: FINANCE.

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, a specification of 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. All Association records shall be open for inspection by the Co-owners and their mortgagees during ordinary working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors. The auditors need not be certified public accountants and the audit need not be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the annual audited financial statement within 90 days following the end of the Association's fiscal year upon request. Audit and accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in a bank or savings association designated by the Board of Directors and shall be withdrawn only upon the check or order of the officers, employees or agents designated by resolution of the Board of Directors. The funds may be invested in accounts or deposit certificates of a bank or savings association insured by the Federal Deposit Insurance Corporation or in interest-bearing obligations of the United States Government.

ARTICLE XV: INDEMNIFICATION OF OFFICERS AND DIRECTORS. Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time the expenses are incurred, except as otherwise prohibited by law. In the event of any claim for reimbursement abstaining) approves the 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 a director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the

Association shall notify all Co-owners of the payment. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in amounts it deems appropriate.

ARTICLE XVI: AMENDMENTS.

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

Section 2. Meeting. A meeting for consideration of a proposed amendment shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special-meeting called for that purpose by an affirmative vote of not less than two-thirds of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless the amendment would materially alter or change the rights of mortgagees, in which event the approval of two-thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the end of the Development Period, these Bylaws may be amended by the Developer without approval from any other person, as long as, the amendment does not materially diminish the right of a Co-owner or mortgagee.

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

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption. Amendments to these Bylaws adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project regardless of whether they actually receive a copy of the amendment.

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

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

ARTICLE XIX: REMEDIES FOR DEFAULT. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, including an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination. Relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. If any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorney's fees (not limited to statutory fees) as determined by the court. No Co-owner committing the default shall be entitled to recover attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right to enter upon the Common Elements or upon any Unit (but not inside any residence), 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 exercise of its removal and abatement power.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for violations. No fine may be assessed unless in accordance with the provisions of Article XX.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition that may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any Co-owner to enforce that right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative. The exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the exercise of other and additional rights, remedies or privileges available to a party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. The Developer or a Co-owner may maintain an action against the Association and its officers and Directors to compel them to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief and/or damages for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX: ASSESSMENT OF FINES.

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted Rules and Regulations shall be grounds for assessment by the Association of monetary fines against the involved Co-owner. That Co-owner shall be deemed responsible for the violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through him to the Condominium Premises.

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

A. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with enough specificity to place the Co-owner on notice of the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of the Bylaws.

B. Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but the Co-owner shall not be required to appear less than 10 days from the date of the Notice.

C. Default. Failure to respond to the Notice of Violation constitutes a default.

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

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

A. First Violation. No fine shall be levied.

B. Second Violation. Twenty-Five Dollars ($25.00) fine.

C. Third Violation. Fifty Dollars ($50.00) fine.

D. Fourth Violation and Subsequent Violations. One Hundred Dollars ($100.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article V and Article XIX of the Bylaws.

ARTICLE XI: RIGHTS RESERVED TO DEVELOPER. Any or all of the rights and powers granted or reserved to the Developer in the condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of the powers reserved or granted to the Developer or its successors (except the architectural review rights set forth in Article II, Section 2 and any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere, including, but not limited to, access easements, utility easements and all other easements created and reserved, which shall not be terminable in any manner under these Bylaws and which shall be governed only in accordance with the terms of their creation or reservation and not by these Bylaws), shall terminate, if not sooner assigned to the Association, at the conclusion of the Development Period.

<u>ARTICLE XXII: SEVERABILITY.</u> If any of the terms, provisions or covenants of the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason, then that holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants of those accruements or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

CONDOMINIUM LIBER 1552 PAGE 922A

GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN No. 142

ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYORS CERTIFICATE ON SHEET 2.

EXHIBIT "B" TO THE MASTER DEED OF

WYNDHAM ESTATES

FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN

DEVELOPER:
WYNDHAM ESTATES L.L.C.
16500 DUSKLIGHT DRIVE
FENTON, MICHIGAN 48430

SURVEYOR:
JOSEPH A. WIZYNAJTYS P.S.
212 SILVER LAKE ROAD
FENTON MICHIGAN 48430

SHEET INDEX:

1. COVER SHEET
2. SURVEY & UTILITY PLAN
3. SITE PLAN FOR UNITS 1 THRU 4 & 15 THRU 19
4. SITE PLAN FOR UNITS 5 THRU 14

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 32, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE N&S 1/4 LINE OF SAID SECTION 32, WHICH IS N00°00'39"E 1140.38 FEET FROM THE S 1/4 CORNER OF SAID SECTION; THENCE CONTINUING ALONG SAID 1/4 LINE N00°00'39"E 406.63 FEET; THENCE S89°32'07"E 1107.74 FEET; THENCE S01°35'01"W 401.53 FEET; THENCE S01°31'45"W 10.24 FEET; THENCE N88°28'15"W 355.98 FEET; THENCE N38°04'14"W 51.89 FEET; THENCE N89°59'21"W 300.00 FEET; THENCE S00°00'39"W 38.01 FEET; THENCE N89°56'02"W 410.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 9.98 ACRES OF LAND AND BEING SUBJECT TO WHITAKER ROAD SO-CALLED.

PROPOSED FUTURE DEVELOPMENT LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 32, T5N-R6E, FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE S 1/4 CORNER OF SAID SECTION; THENCE N00°00'39"E 1140.38 FEET ALONG THE N&S 1/4 LINE; THENCE N89°56'02"E 410.00 FEET; THENCE N00°00'39"E 38.01 FEET; THENCE S89°59'21"E 300.00 FEET; THENCE S38°04'14"E 51.89 FEET; THENCE S88°28'15"E 355.92 FEET; THENCE S01°31'45"W 894.51 FEET; THENCE N89°37'40"W 434.81 FEET; THENCE S00°11'49"W 531.29 FEET; THENCE S89°40'30"W ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 644.14 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 23.23 ACRES OF LAND AND BEING SUBJECT TO WHITAKER AND LOBDELL ROADS.

7/18/95
DATE

JOSEPH A. WIZYNAJTYS P.S.
LICENSED PROFESSIONAL SURVEYOR NO. 21565
STATE OF MICHIGAN

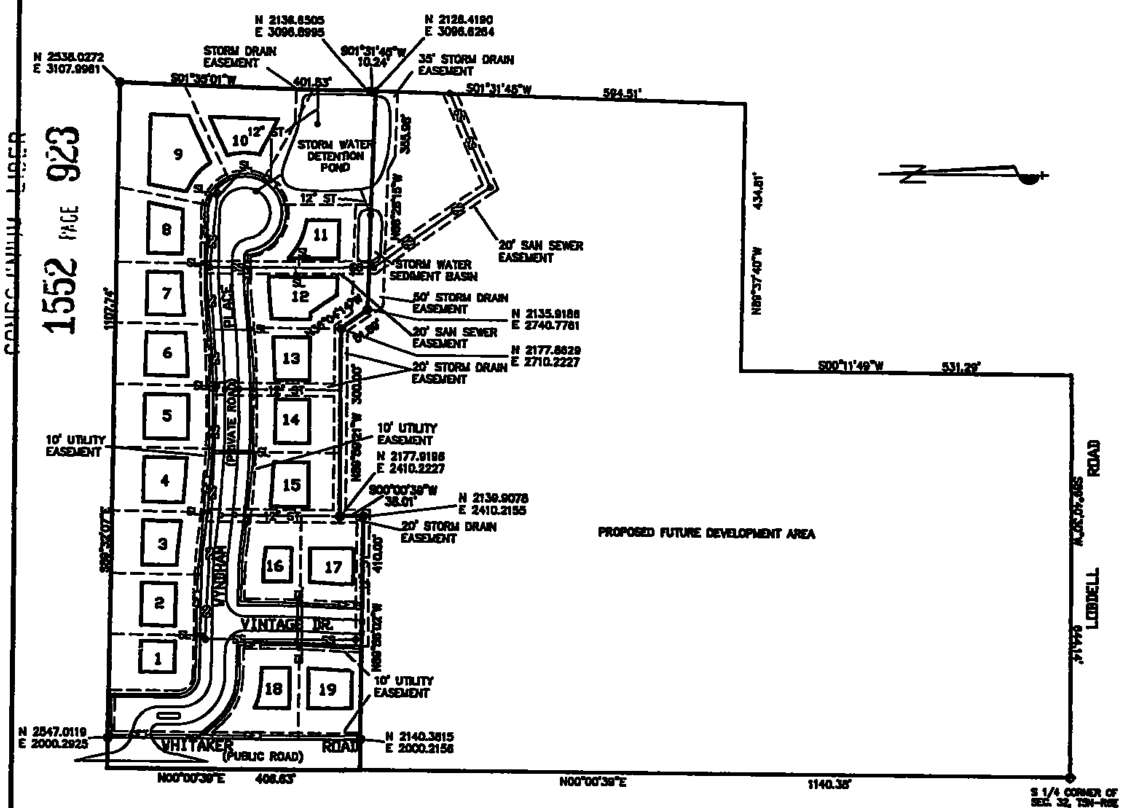
"PROPOSED" 7-12-95

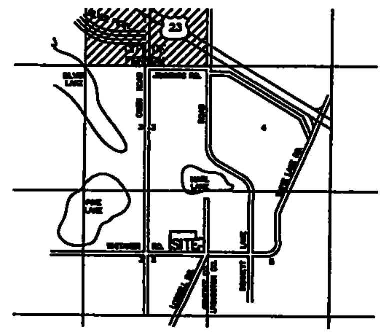
CORNERSTONE
SURVEYING AND ENGINEERING INC.

SHEET 1 OF 4 SHEETS

WYNDHAM ESTATES

CONDOMINIUM LIBER 1552 PAGE 923





LOCATION MAP NTS

SURVEYOR'S CERTIFICATE

I, GILBERT G. BONNO, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WYNDHAM ESTATES, GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 122 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION,

THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED,

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978,

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978,

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

7/16/95 Gilbert G. Bonno

DATE GILBERT G. BONNO P.S.
LICENSED PROFESSIONAL SURVEYOR NO.
STATE OF MICHIGAN

CORNERSTONE SURVEYING AND ENGINEERING, INC.
212 SILVER LAKE ROAD
FENTON, MICHIGAN 48430

LEGEND

- CONDOMINIUM LIMITS
- UNIT LINES
- LIMITED COMMON ELEMENT LINES
- EASEMENT LINES
- SET MONUMENT
- SAN SEWER LINE — SS —
- STORM DRAIN LINE — ST —
- GAS, ELECTRIC, TELEPHONE SAME TRENCH — GET —

SURVEY & UTILITY PLAN

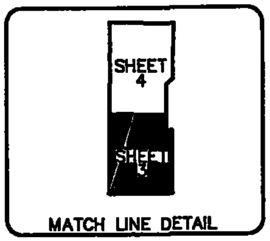
80 0 40 80 160 320
1" = 80'

"PROPOSED" 7-12-95

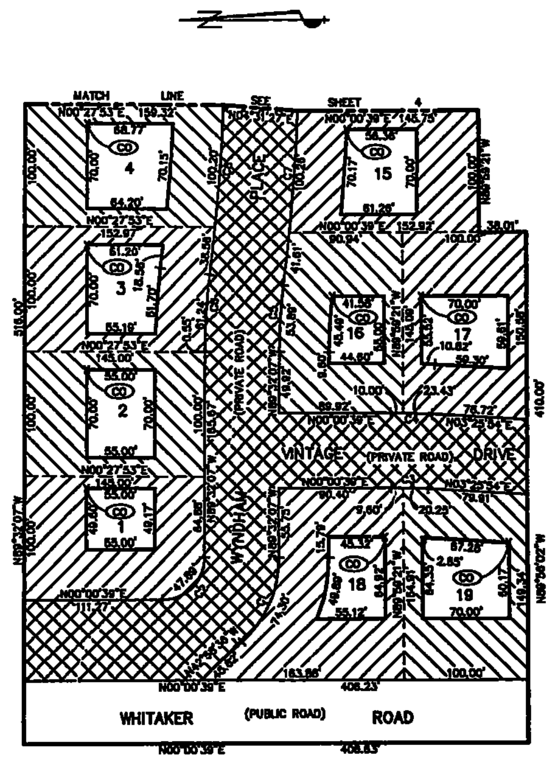
CORNERSTONE
SURVEYING AND ENGINEERING INC.

SHEET 2 OF 4 SHEETS

WYNDHAM ESTATES

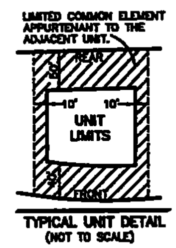


MATCH LINE DETAIL

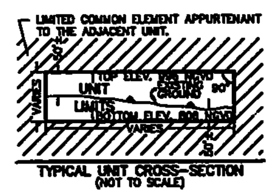


NOTES

1. ALL UNITS "MUST BE BUILT".
2. ALL ROADS "MUST BE BUILT".
3. ALL UTILITIES "MUST BE BUILT".
4. SEE SHEET 2 FOR BENCH MARK INFORMATION.



TYPICAL UNIT DETAIL
(NOT TO SCALE)



TYPICAL UNIT CROSS-SECTION
(NOT TO SCALE)

UNIT DATA TABLE

UNIT	UNIT AREA	LIMITED COMMON ELEMENT AREA	TOTAL AREA	CO ORDINATE POINTS	
1	2716 S.F.	11454 S.F.	14170 S.F.	N 2495.34	E 2205.88
2	3850 S.F.	10650 S.F.	14500 S.F.	N 2494.57	E 2300.88
3	4033 S.F.	10771 S.F.	14804 S.F.	N 2493.76	E 2400.88
4	4873 S.F.	10998 S.F.	15871 S.F.	N 2492.95	E 2500.87
15	4099 S.F.	10781 S.F.	14880 S.F.	N 2284.27	E 2493.24
16	2402 S.F.	11711 S.F.	14113 S.F.	N 2288.50	E 2380.25
17	4004 S.F.	10759 S.F.	14763 S.F.	N 2224.92	E 2380.23
18	3109 S.F.	14539 S.F.	17648 S.F.	N 2255.35	E 2185.10
19	4358 S.F.	10872 S.F.	15230 S.F.	N 2155.35	E 2180.38

CURVE DATA TABLE

CURVE	RADIUS	CHORD	BEARING	CENTRAL ANGLE
C1	94.00'	74.30'	N68°15'22"W	46°33'31"
C2	34.00'	47.89'	N44°45'44"W	89°32'46"
C3	500.00'	29.85'	N01°43'16"E	03°25'15"
C4	560.00'	33.43'	N01°43'16"E	03°25'15"
C5	440.00'	53.69'	N86°01'28"W	07°01'18"
C6	500.00'	61.24'	N86°01'28"W	07°01'18"
C7	1560.00'	141.83'	N85°07'09"W	05°12'40"
C8	1500.00'	138.73'	N85°09'51"W	05°18'04"

CONDOMINIUM LIBER 1552 PAGE 924

LEGEND

- LIMITED COMMON ELEMENT AREA
- GENERAL COMMON ELEMENT AREA
- CONDOMINIUM BOUNDARY LINES
- UNIT LINES
- LIMITED COMMON ELEMENT LINES
- ROAD RIGHT-OF-WAY LINES
- MATCH LINES
- CURVE LABELS C2

SITE PLAN FOR UNITS 1 THRU 4 AND 15 THRU 19

40 0 20 40 80 160
1" = 40'

7/18/95
DATE

JOSEPH A. MIZYNATYS P.S.
LICENSED PROFESSIONAL SURVEYOR NO. 21585
STATE OF MICHIGAN

"PROPOSED" 7-12-95
CORNERSTONE
SURVEYING AND ENGINEERING INC.
SHEET 3 OF 4 SHEETS

WYNDHAM ESTATES

CONDOMINIUM LIBER 1552 PAGE 925

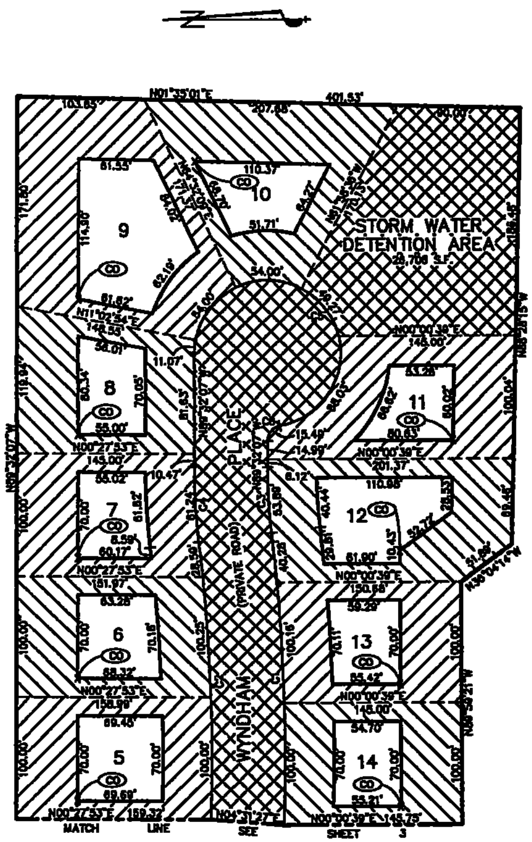
MATCH LINE DETAIL

UNIT DATA TABLE

UNIT	UNIT AREA	LIMITED COMMON ELEMENT AREA	TOTAL AREA	(CO)ORDINATE POINTS	
5	4890 S.F.	11081 S.F.	15971 S.F.	N 2492.71	E 2530.87
6	4828 S.F.	10976 S.F.	15804 S.F.	N 2491.90	E 2630.87
7	3978 S.F.	10752 S.F.	14730 S.F.	N 2491.08	E 2730.87
8	4138 S.F.	11292 S.F.	15430 S.F.	N 2490.27	E 2830.88
9	9453 S.F.	17176 S.F.	26629 S.F.	N 2489.37	E 2941.71
10	4715 S.F.	15002 S.F.	19717 S.F.	N 2393.24	E 3053.97
11	3762 S.F.	12770 S.F.	16532 S.F.	N 2183.88	E 2829.22
12	6458 S.F.	12675 S.F.	19133 S.F.	N 2227.88	E 2735.88
13	3997 S.F.	10733 S.F.	14730 S.F.	N 2227.68	E 2625.23
14	3821 S.F.	10653 S.F.	14484 S.F.	N 2227.90	E 2525.23

CURVE DATA TABLE

CURVE	RADIUS	CHORD	BEARING	CENTRAL ANGLE
C1	1560.00'	240.24'	N87°31'33"E	08°49'56"
C2	1500.00'	228.65'	N87°48'51"E	08°44'32"
C3	440.00'	53.89'	N86°57'14"E	07°01'18"
C4	500.00'	61.24'	N86°57'14"E	07°01'18"
C5	60.00'	91.65'	N40°40'04"E	280°24'21"
C6	12.00'	15.49'	N49°19'56"W	80°24'21"



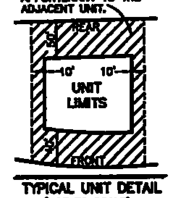
LEGEND

- LIMITED COMMON ELEMENT AREA
- GENERAL COMMON ELEMENT AREA
- CONDOMINIUM BOUNDARY LINES
- UNIT LINES
- LIMITED COMMON ELEMENT LINES
- ROAD RIGHT-OF-WAY LINES
- MATCH LINES
- CURVE LABELS C2

NOTES

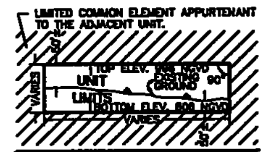
1. ALL UNITS "MUST BE BUILT".
2. ALL ROADS "MUST BE BUILT".
3. ALL UTILITIES "MUST BE BUILT".
4. SEE SHEET 2 FOR BENCH MARK INFORMATION.

LIMITED COMMON ELEMENT APPURTENANT TO THE ADJACENT UNIT.



TYPICAL UNIT DETAIL
(NOT TO SCALE)

LIMITED COMMON ELEMENT APPURTENANT TO THE ADJACENT UNIT.



TYPICAL UNIT CROSS-SECTION
(NOT TO SCALE)

7/18/95
DATE

JOSEPH A. WYNAJTYS P.S.
LICENSED PROFESSIONAL SURVEYOR NO. 21585
STATE OF MICHIGAN

SITE PLAN FOR UNITS 5 THRU 14

1" = 40'

"PROPOSED" 7-12-95

CORNERSTONE
SURVEYING AND ENGINEERING INC.

SHEET 4 OF 4 SHEETS

FIRST AMENDMENT TO MASTER DEED OF
WYNDHAM ESTATES CONDOMINIUM

WYNDHAM ESATES L. L .C., a Michigan corporation whose address is 615 W. Broad St., Linden, Michigan 48451, being the Developer of WYNDHAM ESTATES, a Condominium Project established pursuant to the Master Deed thereof, recorded on September 12, 1995 in Liber 1552, Pages 887-925, both inclusive, Genesee County records, and known as Genesee County Condominium Subdivision Plan No. 142, hereby amends the By-Laws of Master Deed of WYNDHAM ESTATES, pursuant to Article V1 of the Condominium By-Laws which is Exhibit A to the Master Deed, to add to and re-configure the number of units. Upon the recording of this Amendment in the office of the Genesee County Register of Deeds said Master Deed and Exhibit A thereto shall be amended by the addition of the following Exhibit "B" as attached hereto.

In all respects, other than as hereinabove indicated the Master Deed of WYNDAHM ESTATES including the By-Laws on Condominium Subdivision Plan, respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed, and redeclared.

Witnesses: **WYNDHAM ESTATES, L. L. C.**

Diana C. Kloss

Diana C. Kloss **By: Alfred R. Kloss, President**

Elaine M. Ziegler

Elaine M. Ziegler

APR 19 3 55 PM '96

RECORDED

State of Michigan
ss.
Genesee County

On this 18th day of April, 1996 the foregoing Amendment to the Master Deed was acknowledged before me by Alfred R. Kloss, President on behalf of WYNDHAM ESTATES, L. L. C.

Elaine M. Ziegler

Elaine M. Ziegler, Notary Public

Notary Public, Livingston County
My Commission Expires June 24, 2...

Livingston County, Michigan, acting in
Genesee County, Michigan
My commission expires April 27, 1996

Drafted by and return to: Alfred R. Kloss, 615 W. Broad St., P. O. Box 127, Linden, Michigan 48451

1/19

MASTER DEED LIBER 3285 PAGE 832

FIRST AMENDMENT TO GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN No. 142

EXHIBIT "B" TO THE MASTER DEED OF

WYNDHAM ESTATES

FENTON TOWNSHIP, GENESEE COUNTY, MICHIGAN

DEVELOPER:
WYNDHAM ESTATES L.L.C.
16500 DUSKLIGHT DRIVE
FENTON, MICHIGAN 48430

SURVEYOR
JOSEPH A. WIZYNAJTYS P.S.
212 SILVER LAKE ROAD
FENTON MICHIGAN 48430

SHEET INDEX

- •1 COVER SHEET
- •2 SURVEY & UTILITY PLAN
- 3. SITE PLAN FOR UNITS 1 THRU 4 & 15 THRU 19
- 4. SITE PLAN FOR UNITS 5 THRU 14
- •5. SITE PLAN FOR UNITS 20 THRU 30, 41 THRU 45 AND 57 THRU 62
- •6. SITE PLAN FOR UNITS 31 THRU 40
- •7 SITE PLAN FOR UNITS 46 THRU 56

• DENOTES SHEET AMENDED OR ADDITIONAL

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEA[illegible] 4 OF SECTION 32 T5N-R6E FENTON TOWNSHIP GENESEE COUNTY MICHIGAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH & SOUTH [illegible] LINE OF SAID SECTION [illegible] WHICH IS N00°[illegible] 39 E ALONG SAID [illegible] 4 LINE A DISTANCE OF 554.7[illegible] FEET [illegible] THENCE FROM THE POINT OF BEGINNING CONTINUING ALONG SAID [illegible] 4 LINE N00°0[illegible] 19 E [illegible] 92.25 FEET [illegible] S89°32 [illegible] 2[illegible]4 FEET THENCE S0[illegible] W 40[illegible] 5[illegible] FEET [illegible] NORTHWEST CORNER OF COACHLIGHT PINES CONDOMINIUM THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM S0[illegible]°3[illegible] 4[illegible] W 604.75 FEET THENCE N89°5[illegible] 40 W [illegible] THENCE S00°[illegible] 49 W 53[illegible] 29 FEET TO THE SOUTH LINE OF SAID SECTION 3[illegible] THENCE ALONG SAID SOUTH LINE S89°40 5[illegible] W [illegible] FEET THENCE N0[illegible] FEET THENCE N8[illegible] 48 [illegible] W [illegible] FEET THENCE N0[illegible]° [illegible] 49 [illegible] 6[illegible] FEET THENCE N8[illegible]°54 [illegible] W 229.4[illegible] FEET TO THE POINT OF BEGINNING SAID PARCEL CONTAINS 30.94 ACRES OF LAND SAID PARCEL BEING SUBJECT TO [illegible] AND WHITAKER ROADS SO CALLED

2/27/96
DATE

JOSEPH A. WIZYNAJTYS P.S.
LICENSED PROFESSIONAL SURVEYOR NO. 21585
STATE OF MICHIGAN

"PROPOSED" 2-21-96
CORNERSTONE
SURVEYING AND ENGINEERING INC.
SHEET 1 OF 7 SHEETS

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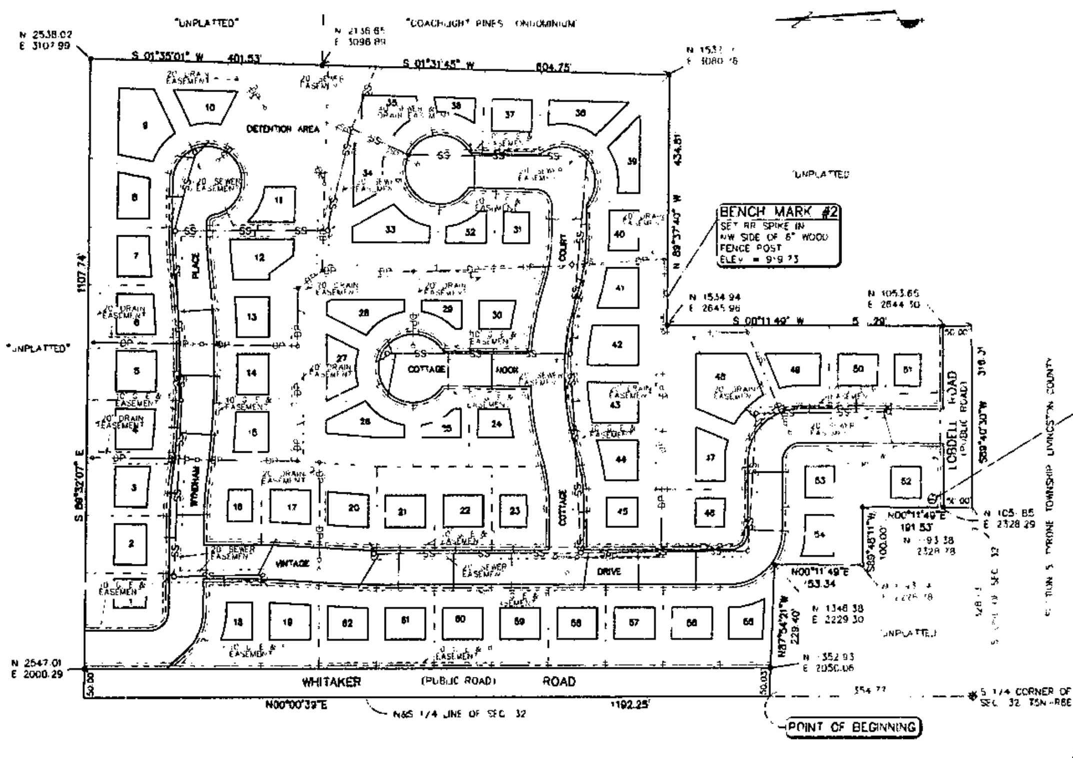
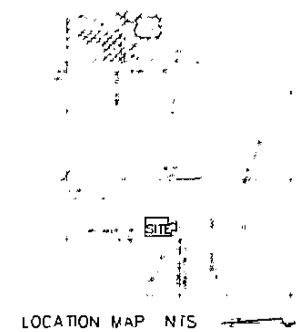
WYNDHAM ESTATES





LOCATION MAP NTS

BENCH MARK #1
SET RR SPIKE
NORTH SIDE OF
36" TREE
ELEV = 920.31

SURVEYOR'S CERTIFICATE

I GILBERT G. BONNO LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY

THAT THE SUBDIVISION PLAN KNOWN AS WYNDHAM ESTATES, GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 142 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION.

THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

2/27/96 Gilbert G. Bonno

DATE GILBERT G. BONNO P.S.
LICENSED PROFESSIONAL SURVEYOR NO.
STATE OF MICHIGAN

CORNERSTONE SURVEYING AND ENGINEERING, INC.
212 SILVER LAKE ROAD
FENTON MICHIGAN 48430

LEGEND

CONDOMINIUM LIMITS	
UNIT LINES	
LIMITED COMMON ELEMENT LINES	
EASEMENT LINES	
SET MONUMENT	•
SAN SEWER LINE	SS
STORM DRAIN LINE	SD
GAS, ELECTRIC & TELEPHONE LINES SAME TRENCH	
GAS, ELECTRIC & TELEPHONE	G. E. & T.

SURVEY AND UTILITY PLAN

80 0 40 80 160 320
1" = 80'

NOTE THE BEARING SYSTEM WAS ASSUMED

"PROPOSED" 2-21-96

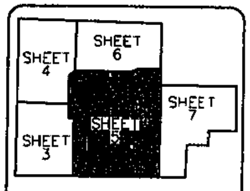
CORNERSTONE
SURVEYING AND ENGINEERING INC.

SHEET 2 OF 7 SHEETS

LIBER 22855 PAGE 834

C:\CADVE20-08\DOC5 Fri Feb 23 09 38 50 1996

WYNDHAM ESTATES



MATCH LINE DETAIL

UNIT DATA TABLE

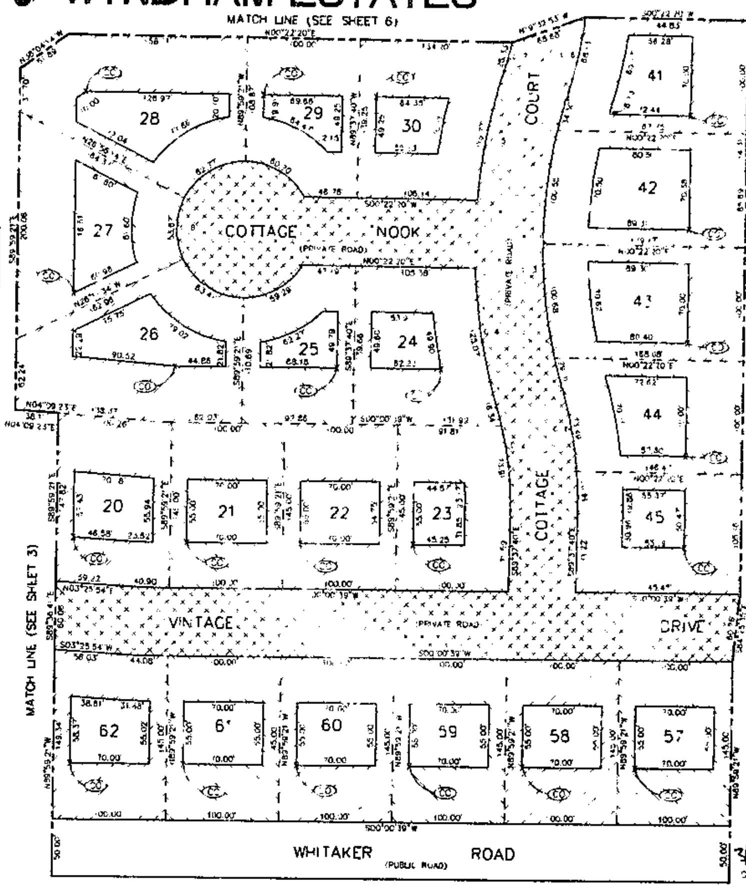
UNIT	UNIT AREA	LIMITED COMMON ELEMENT AREA	TOTAL AREA	COORDINATE POINTS	
20	3881 S.F	10705 S.F	14686 S.F	N 2124.9?	E 2298.8?
21	3849 S.F	10650 S.F	14499 S.F	N 2024.93	E 2295.19
22	3841 S.F	10658 S.F	14499 S.F	N 1924.93	E 2295.17
23	2490 S.F	11854 S.F	14344 S.F	N 1824.93	E 2295.16
24	2850 S.F	13265 S.F	16115 S.F	N 1802.46	E 2450.15
25	2420 S.F	10263 S.F	12683 S.F	N 1694.69	E 2450.17
26	5263 S.F	16341 S.F	21604 S.F	N 2037.73	E 2450.19
27	4689 S.F	13651 S.F	18340 S.F	N 2127.90	E 2513.78
28	5285 S.F	15832 S.F	21117 S.F	N 2119.78	E 2690.67
29	2354 S.F	10375 S.F	12729 S.F	N 1962.82	E 2689.65
30	2922 S.F	13447 S.F	16369 S.F	N 1863.14	E 2689.00
41	4431 S.F	11067 S.F	15498 S.F	N 1584.75	E 2675.59
42	6018 S.F	11545 S.F	17563 S.F	N 1584.43	E 2575.59
43	6013 S.F	11560 S.F	17573 S.F	N 1584.45	E 2475.59
44	4448 S.F	11118 S.F	15566 S.F	N 1584.47	E 2375.59
45	2790 S.F	12555 S.F	15345 S.F	N 1584.48	E 2295.1
57	3850 S.F	10650 S.F	14500 S.F	N 1625.36	E 2100.12
58	3850 S.F	10650 S.F	14500 S.F	N 1725.36	E 2100.14
59	3850 S.F	10650 S.F	14500 S.F	N 1825.36	E 2100.16
60	3850 S.F	10650 S.F	14500 S.F	N 1925.36	E 2100.17
61	3850 S.F	10650 S.F	14500 S.F	N 2025.36	E 2100.19
62	3952 S.F	10719 S.F	14871 S.F	N 2125.36	E 2100.21

CURVE DATA TABLE

CURVE	RADIUS	CHORD	BEARING	CENTRAL ANGLE
C 1	360.00'	108.12'	N81°44'09"E	17°18'22"
C 2	300.00'	90.10	S81°44'09"W	17°18'22"
C 3	440.00'	261.29'	S89°37'40"E	34°32'44"
C 4	500.00'	125.07'	S80°17'03"W	14°22'10"
C 5	500.00'	115.77'	N79°00'11"W	13°17'47"
C 6	360.00'	68.13'	S77°47'04"E	10°51'32"
C 7	300.00'	26.33'	N74°52'13"W	05°01'49"
C 8	60.00'	60.00'	N89°12'38"W	299°59'54"

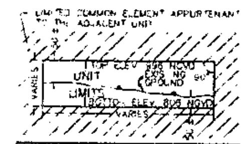
LEGEND

LIMITED COMMON ELEMENT AREA
GENERAL COMMON ELEMENT AREA
CONDOMINIUM BOUNDARY LINES
UNIT LINES
LIMITED COMMON ELEMENT LINES
ROAD RIGHT-OF-WAY LINES
MATCH LINES
CURVE LABELS C2

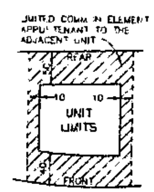


NOTES

1. ALL UNITS "MUST BE BUILT"
2. ALL ROADS "MUST BE BUILT"
3. ALL GARAGES "MUST BE BUILT"
4. SEE SHEET 2 FOR BENCH MARK INFORMATION
5. ALL CURVELINEAR DIMENSIONS ARE MEASURED ALONG THE CHORD



TYPICAL UNIT CROSS-SECTION
(NOT TO SCALE)



TYPICAL UNIT DETAIL
(NOT TO SCALE)

SITE PLAN FOR UNITS 20 THRU 30, 41 THRU 45 AND UNITS 57 THRU 62

2/23/96
DATE

JOSEPH A. MIZYNAJTYS P.S.
LICENSED PROFESSIONAL SURVEYOR
NO. 21585
STATE OF MICHIGAN

"PROPOSED" 2-21-96

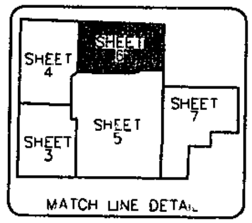
CORNERSTONE
SURVEYING AND ENGINEERING INC.

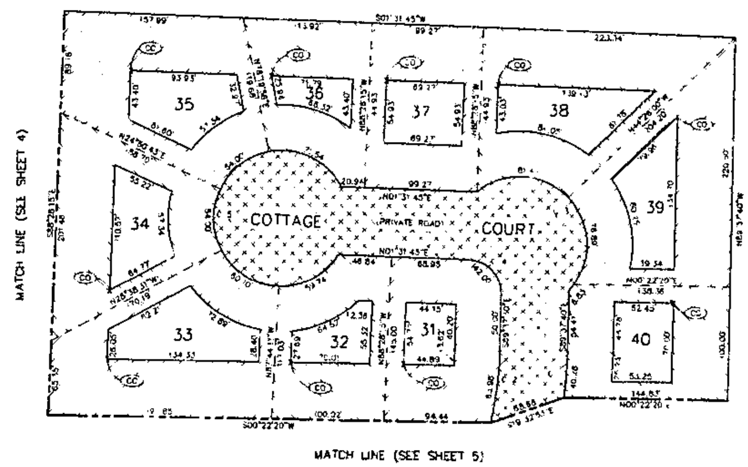
SHEET 5 OF 7 SHEETS

MASTER DEED LIBER 3265 PAGE 835

C:\CAD\E20-08\DOC6 Fri Feb 23 09 39 21 1996

WYNDHAM ESTATES



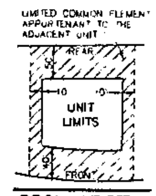


UNIT DATA TABLE

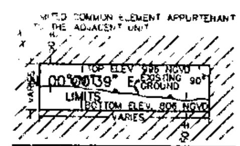
UNIT	UNIT AREA	LIMITED COMMON ELEMENT AREA	TOTAL AREA	COORDINATE POINTS	
31	2424 S.F	11619 S.F	14043 S.F	N 1821.72	E 2788.74
32	2854 S.F	10518 S.F	13372 S.F	N 1921.74	E 2789.39
33	5914 S.F	16268 S.F	22182 S.F	N 2084.57	E 2790.44
34	4344 S.F	14022 S.F	18368 S.F	N 2082.95	E 285[illegible].17
35	5105 S.F	15905 S.F	21010 S.F	N 2087.40	E 3045.03
36	2060 S.F	10573 S.F	12633 S.F	N 1942.[illegible]	E 3041.70
37	3805 S.F	10582 S.F	14387 S.F	N 1840.95	E 3038.99
38	5318 S.F	16083 S.F	21401 S.F	N 1741.72	E 3036.34
39	4908 S.F	15640 S.F	20548 S.F	N 1582.57	E 3010.28
40	3678 S.F	10598 S.F	14276 S.F	N 1583.84	E 2845.59

CURVE DATA TABLE

CURVE	RADIUS	CHORD	BEARING	CENTRAL ANGLE
C 1	360.00'	40.28'	S88°25'15"E	06°24'50"
C 2	300.00'	63.88'	N83°30'24"W	12°14'33"
C 3	60.00'	119.68'	N45°57'02"E	171°39'44"
C 4	30.00'	42.00'	S45°57'02"W	88°50'35"
C 5	60.00'	60.00'	N88°28'15"W	300°00'00"



TYPICAL UNIT DETAIL
(NOT TO SCALE)



TYPICAL UNIT CROSS-SECTION
(NOT TO SCALE)

NOTES

1. ALL UNITS "MUST BE BUILT"
2. ALL ROADS "MUST BE BUILT"
3. ALL UTILITIES "MUST BE BUILT"
4. SEE SHEET 2 FOR BENCH MARK INFORMATION.
5. ALL CURVELINEAR DIMENSIONS ARE MEASURED ALONG THE CHORD

LEGEND

- LIMITED COMMON ELEMENT AREA
- GENERAL COMMON ELEMENT AREA
- CONDOMINIUM BOUNDARY LINES
- UNIT LINES
- LIMITED COMMON ELEMENT LINES
- ROAD RIGHT-OF-WAY LINES
- MATCH LINES
- CURVE LABELS C2

2/22/96
DATE

JOSEPH A. WIZYNAJTYS P.S.
LICENSED PROFESSIONAL SURVEYOR NO. 21585
STATE OF MICHIGAN

SITE PLAN FOR UNITS 31 THRU 40

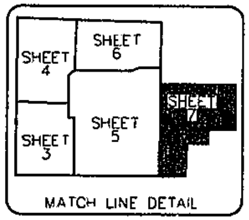
1" = 40'

"PROPOSED" 2-21-96

CORNERSTONE
SURVEYING AND ENGINEERING, INC.

SHEET 6 OF 7 SHEETS

WYNDHAM ESTATES

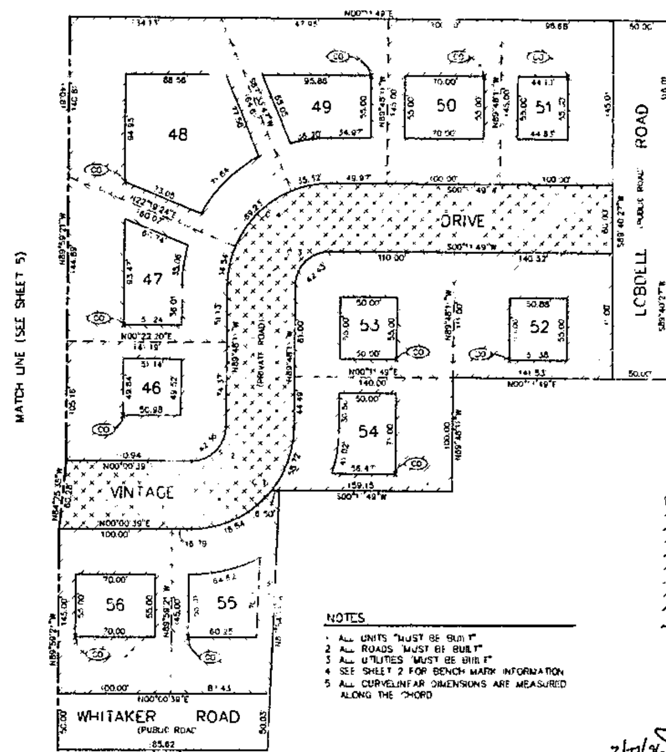


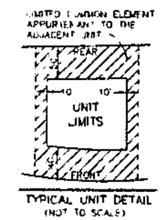
UNIT DATA TABLE

UNIT	UNIT AREA	LIMITED COMMON ELEMENT AREA	TOTAL AREA	COORDINATE POINTS	
46	2536 S.F	12038 S.F	14574 S.F	N 1484.48	E 2295.09
47	4326 S.F	12198 S.F	16524 S.F	N 1484.47	E 2374.94
48	10954 S.F	17933 S.F	28887 S.F	N 1484.44	E 2500.83
49	4706 S.F	12452 S.F	17158 S.F	N 1267.50	E 2595.04
50	3850 S.F	10650 S.F	14500 S.F	N 1167.50	E 2594.70
51	2441 S.F	11963 S.F	14404 S.F	N 1093.37	E 2594.44
52	2812 S.F	12842 S.F	15654 S.F	N 1143.33	E 2344.62
53	2749 S.F	12598 S.F	15347 S.F	N 1243.33	E 2344.96
54	3636 S.F	10701 S.F	14337 S.F	N 1243.68	E 2243.98
55	3666 S.F	10329 S.F	13995 S.F	N 1425.36	E 2100.08
56	3850 S.F	10650 S.F	14500 S.F	N 1525.36	E 2100.10

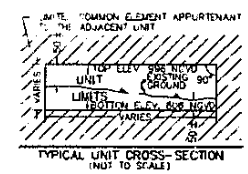
CURVE DATA TABLE

CURVE	RADIUS	CHORD	BEARING	CENTRAL ANGLE
C 1	90.00'	127.07'	N44°53'48"W	89°48'50"
C 2	30.00'	42.36'	N44°53'48"W	89°48'50"
C 3	30.00'	42.43'	S44°48'[illegible]"E	90°00'00"
C 4	90.00'	127.28'	N44°48'11"W	90°00'00"





TYPICAL UNIT DETAIL
(NOT TO SCALE)



TYPICAL UNIT CROSS-SECTION
(NOT TO SCALE)

NOTES

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LEGEND

- LIMITED COMMON ELEMENT AREA
- GENERAL COMMON ELEMENT AREA
- CONDOMINIUM BOUNDARY LINES
- UNIT LINES
- LIMITED COMMON ELEMENT LINES
- ROAD RIGHT-OF-WAY LINES
- MATCH LINES
- CURVE LABELS C2

2/21/96
DATE

JOSEPH A. WIZYNAJTYS P.S.
LICENSED PROFESSIONAL SURVEYOR NO. 21585
STATE OF MICHIGAN

SITE PLAN FOR UNITS 46 THRU 56

40 0 20 40 80 160
1" = 40'

"PROPOSED" 2-21-96

CORNERSTONE
SURVEYING AND ENGINEERING INC.

SHEET 7 OF 7 SHEETS

Instr:200803110023853 03/11/2008
P:1 of 30 F:$101.00 8:10AM
Melvin Phillip McCree T20080006075
Genesee County Register MLD DOUGLA

GEN. CO. REGISTER OF DEEDS
RECEIVED

2008 MAR 10 A 10:05

SECOND AMENDMENT TO MASTER DEED OF WYNDHAM ESTATES

WHEREAS, WYNDHAM ESTATES HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation organized to administer, operate, manage and maintain Wyndham Estates Condominium, a condominium project established pursuant to the Master Deed recorded as Instrument # 199509070000016, in Liber 1552, Page 887 et seq., Genesee County Records, and designated as Genesee County Condominium Subdivision Plan No. 142; and,

WHEREAS, amendments to the Condominium Bylaws (Exhibit A to the Master Deed) were duly adopted and approved by the membership on October 30, 2007 in accordance with the requirements of MCL 559.190;

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

In all other respects, other than as hereinabove indicated, the Master Deed of Wyndham Estates Condominium and Condominium Bylaws (Exhibit A to the Master Deed) recorded as aforesaid are

(Remainder of this page intentionally left blank)

30

Instr:200803110023853 03/11/2008
P:2 of 30 F:$101.00 8:10AM
Melvin Phillip McCree T20080006075
Genesee County Register MLD DOUGLA

WYNDHAM ESTATES HOMEOWNERS ASSOCIATION,
a Michigan non-profit coporation

By: Eric Baur
Eric Baur, President

STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEE)

The foregoing Second Amendment to Master Deed of Wyndham Estates Condominium was acknowledged before me, a notary public, on the 13 day of February, 2008, by Eric Baur, known to me to be the President of Wyndham Estates Homeowners Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by affirmative vote of the co-owners of the Association and that he has executed this Second Amendment to Master Deed as his own free act and deed on behalf of the Association.

TRESSAMARIE NEWMAN
Notary Public - Michigan
Genesee County
My Commission Expires Oct 21, 2014
Acting in the County of Genesee

Tressamarie Newman, Notary Public
State of Michigan, County of Genesee
My commission expires: OCT 21, 2014
Acting in the County of Genesee

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

101.00

Instr:200803110023853 03/11/2008
P:3 of 30 F:$101.00 8:10AM
Melvin Phillip McCree T20080006075
Genesee County Register MLD DOUGLA

WYNDHAM ESTATES CONDOMINIUM

PROPOSED AMENDED AND RESTATED CONDOMINIUM BYLAWS

(EXHIBIT "A" TO THE MASTER DEED)

ARTICLE I

ASSOCIATION OF CO-OWNERS

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

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

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

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

For the purposes of these Bylaws, the definition of a “Homesite” is the same as set forth in the Condominium Master Deed (“. . . each Condominium Unit, its appurtenant Limited Common Elements, and the General Common Element land area between the Unit and the paved portion of the adjacent roadway”). A Co-owner selling a Homesite shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Homesites in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Homesite therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

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

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

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

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

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

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

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

(2) to provide replacements of existing Common Elements;

(3) to provide additions to the Common Elements not exceeding Two Thousand Dollars ($2,000.00), in the aggregate, annually, or

(4) in the event of emergencies,

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

The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general and/or additional assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

(b) **Special Assessments.** Special assessments, other than additional assessments referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to:

(1) assessments for additions to (and not repair or replacement of) the Common Elements of an aggregate cost exceeding Two Thousand Dollars ($2,000.00) per year; or,

(2) assessments for any other appropriate purpose not elsewhere herein described.

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

Section 3. Apportionment of Assessments; Default In Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in equal shares in accordance with the equal percentage of value allocated to each

Homesite in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Homesite.

Annual assessments as determined in accordance with Article II, Section 2 (a) above and any additional or special assessments shall be payable by the Co-owners either in one lump sum annual payment, in twelve (12) equal monthly installments or in four (4) equal quarterly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Homesite, or with the acquisition of fee simple title to a Homesite by any other means. The Board of Directors shall determine which payment interval shall apply and shall establish applicable due dates after reasonable notice to the Co-owners. Installments of the annual assessment are due on the first day of the first month of each quarter. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge shall be assessed for any assessment in default paid more than fifteen (15) days after its due date. The late charge shall be in the amount of Twenty Five Dollars ($25.00) or such other amount as may be determined by the Board of Directors from time to time. In the event the board establishes a new late charge amount, it shall give written notice to all members thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, attorney fees, fines, interest and costs and thereafter against assessments in order of oldest delinquency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the

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

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

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

ARTICLE IV

INSURANCE

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

(a) Insurance Responsibilities of the Co-owners. It shall be each Co-owner's responsibility to determine by personal investigation the nature and extent of insurance coverage needed to protect his/her Homesite, including all improvements, the dwelling and all ancillary structures therein and his/her personal property located within his/her Homesite or elsewhere in the Condominium and for his/her personal liability for occurrences within his/her Homesite or upon the Limited Common Elements appurtenant to his/her Homesite and also for additional living expenses. Each Co-owner shall, at his/her own expense obtain fire, windstorm and extended perils coverage (including vandalism and alternate living expense) for his/her dwelling and Homesite and all improvements and ancillary structures .Each Co-owner and the Association hereby waive their own and their insurers' rights of subrogation and recovery as to any claims against any Co-owner and the Association.

(b) Association Not Responsible to Purchase Property Insurance. Since there are no significant General or Limited Common Elements that exist and would make the purchase of property loss insurance appropriate, the Association shall have no duty to purchase such coverage.

(c) General Liability Insurance. General liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate but in no event less than One Million Dollars ($1,000,000.00). The general liability insurance shall cover the Association and each Co-owner of the Condominium but only with respect to his/her liability arising out of the ownership, maintenance or repair of that portion of the premises which is their duty as such. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

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

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

(f) **Proceeds of Insurance Policies**. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever Article V of these Bylaws requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Property insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the condominium project unless all of the holders of mortgages on Homesites, and all Co-owners, in the Condominium have given their prior written approval.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Association Responsibility for Reconstruction or Repair. Immediately after a casualty causing damage or destruction of the General Common Elements or any portion thereof, the Association shall promptly obtain reliable and detailed estimates of the cost to repair, reconstruct or replace the damaged items to a condition as good as existed before the damage or destruction. If the proceeds of insurance are insufficient to defray the said estimated costs of repair, reconstruction and replacement, or if at any time during such repair, reconstruction or replacement, or upon completion of the repair, reconstruction and replacement, assessment shall be made against all Homesites for such costs.

Section 2. Timely Reconstruction and Repair. The Association or Co-owner responsible for the reconstruction, repair and/or maintenance shall proceed with and complete reconstruction, repair, maintenance or replacement of the damaged property without delay.

Section 3. Co-owner Responsibilities. Each Co-owner shall be responsible for the repair, reconstruction and replacement of their dwelling, its improvements and all appurtenant structures within their Homesite and all appurtenant Limited Common Elements.

Section 4. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain.

(a) **Taking of Entire Homesite**. In the event of any taking of an entire Homesite by eminent domain, the award for such taking shall be paid to the Co-owner of such Homesite and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his/her mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Homesite is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his/her mortgagee, as their interests may appear.

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

(c) **Continuation of Condominium After Taking**. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Homesite shall have been taken, then Paragraph 6 of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. A Condominium Homesite partially taken shall receive a reallocated percentage of value based pro rata on the percentage taken. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written notice to all holders of first mortgage liens on individual Homesites in the Condominium.

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

Section 5. Mortgages Held By FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefore by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds $10,000.00 in amount or if damage to a Condominium Homesite covered by a mortgage purchased in whole or in part by FHLMC exceeds $10,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Homesites.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Homesite owner, or any other party, priority over any rights of first mortgagees of Condominium Homesites pursuant to their mortgages in the case of a distribution to Condominium Homesite owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Homesites and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No building of any kind shall be erected within a Unit except one of private residence.

Section 2. Architectural Control. An architectural control process has been established to assure that Wyndham Estates is developed in the highest quality manner consistent with the design goals for the community as described in the Rules and Regulations. No building, structure, landscaping, or other improvement shall be erected, constructed, installed, or permitted to remain on any Unit or elsewhere in the Project unless it has been approved in accordance with the Architectural Review Board's approval described in the Rules and Regulations, and also complies with the restrictions and requirements of the Condominium Documents. No alteration, modification, substitution, or other variance from the designs, plans, specifications, and other materials that have been approved by the Architectural Review Board shall be permitted without the Architectural Review Board's written approval of that variance, regardless of the reason for the variance.

These requirements are designed to ensure that Wyndham Estates is developed in the highest quality manner in harmony with the natural features and intended character for the community. They provide helpful guidance to residents regarding the architectural design landscape design and construction of their homes Further, these requirements are established to ensure that the community is well maintained, that the value of the residences is protected, and that Wyndham Estates is a very enjoyable, peaceful place to live. No building, structure, landscaping or other improvement shall be erected, constructed, installed, or permitted to remain on any Unit or elsewhere in the Project unless it has been approved in writing by the Association and also complies with the restrictions and requirements of the ordinances of the Township of Fenton and the Condominium Documents. The rules and restrictions in this Article II shall apply to all Units in the Project.

A. **ARCHITECTURAL DESIGN REQUIREMENTS.** Architectural design goals for Wyndham Estates are intended to promote harmony among the residences themselves and with the natural features of the surrounding environment. Designs will be reviewed for their compatibility with the design goal for the community. Architectural uniqueness and excellence are strongly encouraged. The Architectural Review Board is available to assist the homeowners in the architectural and landscape design of the individual residences. Homeowners are strongly encouraged to involve the Architectural Review Board in the design process from the earliest stages to take advantage of its expertise and ensure a smooth process. The following requirements have been established to assist the homeowners and builders in the design of homes in Wyndham Estates.

1) **Exterior Architecture**. The exterior of all homes may be traditional or soft contemporary in architectural design. Soft contemporary architectural style is defined as having a non-traditional façade, but containing pitched roofs and subdued exterior colors and materials.

2) **Architectural Consistency**. All exterior facades of the residences in Wyndham Place which are visible from the road area are to be architecturally consistent in style, quality, and detailing with the front façade of the residence.

3) **Exterior Building Materials**. At least 50% of the surface area of all street-facing exterior walls of all residences shall be of brick or stone. Because of the differences in colors and grades, cultured stone may be used only with the Architectural Review Board's prior written approval. The surfaces of remaining exterior walls shall be of brick, stone, individual board natural wood siding or vinyl siding. Texture 1-11, aluminum siding, and panel brick exterior materials are prohibited. All windows must be of high quality wood frame, vinyl or wood construction; metal windows are prohibited. Exterior colors are to be subdued and approved by the Architectural Review Board.

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4) **Roofing Pitch and Materials.** Minimum roof pitch shall be 5/12 pitch, except reverse gables, which shall have a minimum pitch of 7/12. Roofs shall be constructed of cedar shakes, cedar shingles, cementitious tile, slate or good quality dimensional asphalt shingle with design, color and material approved by the Architectural Review Board. White or light colored roofs are not permitted. Three tab shingles are prohibited.

5) **Minimum Size.** Each residence must contain a minimum livable floor area of 1600 square feet for a ranch and 1800 square feet for a one and a half or two story home.

6) **Setbacks.** All residences shall be located within the perimeter of the unit boundary for each site as shown on the condominium drawings.

7) **Garages.** All garages shall accommodate at least two (2) cars. Garages' side entries shall be located away from the normal approach direction to the residence unless topography does not permit.

8) **Roof Vents.** Ridge vents are strongly encouraged as an alternative to can vents for attic ventilation.

9) **Exterior Doors.** Uniqueness in the design of front entry doors is strongly encouraged due to the architectural importance of this component in the overall appearance of a residence. The color and style of the exterior doors is to be approved by the Architectural Review Board, including storm doors, if any.

10) **Chimneys.** All chimneys shall have flues lining their entire height which are enclosed by brick, stone, wood, or other approved material. Prefabricated metal chimneys are not permitted.

11) **Foundations.** Front and side exterior brick, stone, or other allowed siding materials must extend to within eight inches of ground level to cover all block or concrete foundation walls. Foundation vents if used, shall be unobtrusive and painted or stained to blend into the exterior building materials.

12) **Air Conditioning Units.** No window or wall mounted air conditioners are permitted. All exterior air conditioning equipment shall be located as to minimize noise to adjacent homes. It is also recommended air conditioning equipment be screened by landscaping so as to not be visible from the road or adjacent residences.

13) **Driveways and Patios.** Driveways shall be constructed of concrete, brick pavers, or other approved paving materials. Patios may be constructed of normal concrete: however, brick pavers, dark tinted exposed aggregate concrete, flagstone slate, or other approved richly textured materials is encouraged as an alternative.

14) **Basketball Hoops.** The type and location of basketball hoops shall be approved by the Architectural Review Board. Basketball hoops attached to the unit are not permitted.

15) **Mailboxes.** A single mailbox will be specified by the Board to maintain a consistent, aesthetically pleasing appearance throughout the community.

16) **Lamp Posts.** Homeowners may install a lamppost consistent with the architecture of the residence, with the lamp controlled by an automatic photocell switch, in the front yard of their Homesite. Lamp post designs are to be submitted to and approved by the Architectural Review Board.

17) **Fences and Walls.** Fences and walls are not permitted to be installed along the boundaries of a Homesite. Low courtyard walls may be permitted subject to approval by the Architectural Review Board. Fences enclosing in-ground swimming pools shall be constructed of materials and in a style appropriate to the character of the residence, as approved by the Architectural Review Board. Chain link and privacy fencing is prohibited.

18) **Swimming Pools.** Only in-ground, aesthetically pleasing pools are permitted, subject to the Architectural Review Board's written approval. All mechanical equipment related to the pool shall be concealed from view with appropriate landscaping. All fencing around pools shall also be subject to the requirements of Subsection (17) above.

19) **Spas.** Free standing above ground spas not integrated into in ground pools shall be unobtrusively located to the rear of, and close to, the residence within a deck or patio area. Spas shall be visually screened from adjacent Homesites by landscaping or other manner's approved by the Architectural Review Board, and all mechanical equipment shall be fully concealed.

20) **Dog Kennels and Runs.** Dog kennels or runs are not permitted due to their unattractive appearance and potential for nuisance to the community.

21) **Lawn Sculptures.** Lawn ornaments, sculptures or statues that are unobtrusive to adjacent homes may be placed or may remain on any Homesite, provided that the co-owner of said Homesite obtains prior written approval for said items from the Architectural Review Board as to color, location, size and any other relevant characteristics. Holiday decorations shall be permitted, subject to the reasonable Rules and Regulations of the Association as they may be amended, from time to time, by the Board of Directors.

22) **Outdoor Play sets.** Outdoor play equipment shall be located in the rear of the yards of residences so as not to be obtrusive to adjacent Homesites. Equipment shall be primarily of wood construction. Locations and size of play sets are to be approved by the Architectural Review Board.

23) **Outbuildings.** No sheds, pole barns, storage buildings, detached garages, boat houses or other buildings other than the one principal residence of the Co-Owner shall be constructed or placed on a Homesite.

B. LANDSCAPING REQUIREMENTS

1) **Lawn Areas.** All areas of a Homesite not landscaped with plant materials or hard surfaces or kept as natural wooded areas shall be established as lawn areas by sodding, seeding, or hydro seeding. Preservation of wooded rear yard areas in their natural condition is strongly encouraged. Grass clippings or any other kind of yard materials or waste must not be stored or piled upon the premises or Homesite. Composting is not permitted.

2) **Irrigation.** Lawns and landscaping shall be maintained in an attractive condition at all times and irrigated during dry weather. Installation of an underground irrigation system is strongly encouraged.

3) **Landscape Screening.** All exterior air conditioning equipment and utility boxes that are attached to a co-owner's residence must be screened from view from the road and adjacent residences.

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4) **Landscape Lighting**. Subdued lighting which highlights landscaped features and architectural elements is strongly encouraged. Lighting shall be artful, aesthetically pleasing and unobtrusive, with careful attention given to both high quality lighting fixtures and the effects of the lighting itself.

C. **MAINTENANCE AND ACTIVITIES PROVISIONS.** In order to safeguard the investment of the residents in Wyndham Estates and preserve the value and marketability of the residences, it is necessary to maintain all elements of the community in excellent physical conditions including roads, yards, buildings, landscaping and all other improvements. Provisions for maintenance have been established in order to accomplish this goal. Additionally, activities which interfere with the enjoyment and rights of others are restricted so as to create a neighborly, pleasant environment for all residents and guests.

1) **Homesite Maintenance**. Each homeowner shall maintain his or her Homesite and all improvements that is contains, including the residence, landscaping, lawns, walls, drives, patios, decks, swimming pools, fences, and the like in a first class and attractive condition so that an aesthetically pleasing appearance is presented to the community.

2) **Lawn Maintenance**. Lawns shall be fertilized on a regular basis and kept neatly trimmed and free of weeds. Lawns shall be irrigated regularly during dry periods. Lawn maintenance services shall be performed only between the hours of 8:00 A.M. to 9:00 P.M.

3) **Landscaping**. All shrubs, trees, and other landscape materials shall be maintained in an orderly and healthy condition. Unhealthy or dead plantings shall be promptly replaced. Landscaped beds shall be maintained in an attractive condition and beds shall be kept weed free.

4) **Flowers**. Flower beds for perennial flowers are encouraged to be maintained within the front yard areas of each residence integrated into the landscape design in an attractive and pleasing manner. Flower beds are to be kept weed-free and in an attractive condition.

5) **Trash**. Trash shall be stored out of sight in standard containers, and placed at the curb for trash pickup on the evening before collection day. Trash containers shall be removed by the evening of collection day.

6) **Snow Clearing**. Snow shall be removed from drives and walks as soon as possible after snowfall.

7) **Antennas and Flagpoles**. Satellite dishes shall be placed as unobtrusively as possible. No flagpoles, exterior radio antennas, or television aerials are permitted.

Section 3. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations, modification, or changes on any of the Units or Common Elements without the express written approval of the Architectural Review Board. No Co-owner shall restrict access to any utility line or any other element that must be accessible to service the Common Elements or that affects an Association responsibility in any way. No lawn ornaments, sculptures, or statues shall be placed or permitted to remain on any Unit, except that holiday decorations shall be permitted subject to the Rules and Regulations of the Association as they may from time to time be amended, unless approved in writing by the Architectural Review Board.

Section 4. Activities. No improper, unlawful, noxious, or offensive activity or an activity that is or may become an annoyance or a nuisance to the Co-owners shall be carried on in any Unit or upon the Common Elements. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. Disputes among Co-owners arising as a result of this provision that cannot be amicably resolved may be arbitrated by the Association. 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. A 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 on his Unit, if approved. Activities deemed offensive and expressly prohibited include, but are not limited to, guns, bows and arrows, or other similar dangerous weapons, projectiles, or devices, burning of trash or leaves, installation or operation of electric insect killers or operation of flood or other bright lights which are an annoyance to an adjacent resident.

Section 5. Animals. No animals, other than household pets, shall be maintained by any Co-owner. Those pets shall be cared for and restrained so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be kept or bred for any commercial purpose. All animals shall be properly licensed. No animal may be permitted to run loose at any time upon the Common Elements. All animals shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as the result of the presence of that animal on the premises, whether or not the Association has given its permission. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements, even if permission as previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V of these Bylaws if the Association determines that assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the Owner, remove or cause to be removed from the Condominium any animal that it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt the additional reasonable rules and regulations with respect to animals as it seems proper. The Board of Directors of the Association may assess fines for volitions of this Section in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations of the Association.

Section 6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property, or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations of the Association. No flagpole, exterior radio, television aerial, antenna, satellite dish, or other reception or transmission device shall be placed, constructed, altered, or maintained on any Unit or Common Element without the prior written consent of the Architectural Review Board, which the Architectural Review Board may withhold in its sole discretion. Trash shall be stored out of sight in standard receptacles specified by the Architectural Review Board, and placed at the curb for trash pickup no sooner than the evening before the collection day. If the Township of Fenton does not provide for trash collection, then Co-owners shall contract with a single company selected by the Association in order to obtain a better rate and limit trash collection to a single day per week. Trash receptacles shall be removed as soon as possible after trash collection. If trash containers are stored outside, the storage location must be visually screened and approved by the Architectural Review Board in writing. No refuse pile, compost heap, or other unsightly or objectionable materials shall be allowed to remain on any Homesite. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in a manner that is not offensive or viable to any other Co-owners in the Condominium. The Common Elements and Units shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. All portions of window treatments, including but not limited to curtains, drapes, blinds, and shades, visible from the exterior of any dwelling, shall be made of or lined with material which is white or off-white in color blends with the exterior of the residence. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, that is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located on his Unit. In connection with any maintenance, repair, replacement, decoration, or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material, or color of any item including, without limitation, windows, doors, screens, roofs, siding, or any other component which is visible from a Common Element or other Unit without the Architectural Review Board's prior written approval.

Section 7. Vehicles. No mopeds, motorcycles, house trailers, recreational vehicles, or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers, or any other vehicles other than automobiles, sport utility vehicles and pickup trucks that are used primarily for personal transportation purposes, may be parked anywhere upon the premises of the Condominium (including but not limited to the streets of the Condominium) for longer than seventy-two (72) hours during any seven-day period, unless parked in the co-owner's garage with the garage door closed, or unless the co-owner obtains specific prior written approval for parking for a longer period from the Association's Board of Directors, said approval to be given in the Board's sole discretion. These rules notwithstanding, visitor parking anywhere on the Condominium premises is limited to not more than forty-eight (48) hours.

Nothing contained herein shall be construed as requiring the Association to approve the parking of any vehicles, said approval to be given in the Board's sole discretion. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of any such vehicles.

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

Non-operational vehicles, and vehicles with expired license plates shall not be parked or stored on the Condominium Premises. Vehicles that detract from the appearance of the Condominium shall not be parked or stored on the Condominium Premises. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises.

The Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may make reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 8. Advertising. No signs or other advertising devices of any kind that are visible from the exterior of a Unit or on the Common Elements, including any "For Sale" signs other than standard size "For Sale" signs customarily employed by real estate brokers and builders in Fenton Township shall be displayed without written permission from the Architectural Review Board. The Architectural Review Board may withhold that permission in its sole discretion. The size, location, color, and content of any sign permitted shall be as specified by the Architectural Review Board.

Section 9. Rules and Regulations. The Board of Directors of the Association may make reasonable Rules and Regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. The regulations shall be consistent with the Act, the Master Deed and these Bylaws concerning

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the use of the Common Elements and may be amended from time to time by any Board of Directors (or its successors) regardless of when the regulations were enacted.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and its appurtenant Limited Common Elements, during reasonable working hours, upon notice to the Co-owner, as necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall have access to Units and appurtenant Limited Common Elements as necessary to respond to emergencies. The Association may gain access in any manner reasonable under the circumstances and shall not be liable to a Co-owner for any resulting damage to his Unit and appurtenant Limited Common Elements. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

Section 11. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed and shall not be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on the Common Elements.

Section 12. Co-owner Maintenance. Each co-owner shall maintain his Homesite and any Common Elements 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 or other utility conduits and systems. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invites, except to the extent those damages or costs are covered and reimbursed by insurance carried by the Association. 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..

Section 13. Leasing and Rental.

A. <u>Right to Lease</u>. A Co-owner may lease or sell his Unit for the same purposes set forth in Article VI, Section 1 subject to the provisions of subsection (B) below. No Co-owner shall lease less than an entire Homesitein the Condominium. No tenant shall be permitted to occupy any Homesite except under a lease having an initial term of at least six months unless approved in writing by the Association. 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.

B. <u>Leasing Procedures</u>. The leasing of any Homesite in the Project shall conform to the following provisions:

(1). A Co-ownerdesiring to rent or lease a Homesite shall disclose that fact in writing to the Association and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents at least 10 days before presenting a lease form to a potential tenant.

(2). Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(3). If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, then:

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

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

(c) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or non-owner occupant and simultaneously money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceedings. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant.

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

Section 14. Notification of Sale. A Co-owner intending to make a sale of his Unit shall notify the Association in writing at least 21 days before the closing date of the sale and shall furnish the name and address of the intended purchaser and other information reasonably required by the Association. The purpose of this Section is to enable the Association to be aware at all times of the identities of all persons owning or occupying a Unit and to facilitate communication with them regarding the rights, obligations and responsibilities under the Condominium Documents. Under no circumstances shall this provision be used for purposes of discrimination against any owner, occupant or prospective owner on the basis of race, color, creed, national origin, sex or other basis prohibited by law.

Section 15. Incorporation of Rules and Regulations. The Rules and Regulations adopted by the Association and as amended from time to time by the Association are hereby made a part of these Bylaws as if fully set forth in these Bylaws, and may be enforced by the Association as if a part of the Bylaws.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his/her Homesite 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 Homesites". The Association shall report any unpaid assessments due from the Co-owner of such Homesite to the holder of any first mortgage covering such Homesite upon request. The Association may also give to the holder of any first mortgage covering any Homesite in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Homesite that is not cured within sixty (60) days.

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

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

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Homesite owned by such Co-owner.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Homesite in the Condominium to the Association. Land contract vendees shall be recognized as owners unless the vendor provides the Association with a copy of the land contract expressly reserving voting privileges to the vendor. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. No Co-owner who is in default of a duty to pay any sum to the Association shall be entitled to vote until such default is cured.

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

Section 4. Quorum. The presence in person or by proxy of thirty (30%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any ballots must be filed with the Secretary of the Association, or such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

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

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ARTICLE IX

MEETINGS

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

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

(a) Calling the meeting to order.

(b) Proof of notice of the meeting.

(c) Determination of Quorum.

(d) Reading of minutes of the last previous Annual Meeting.

(e) Reports from officers.

(f) Reports from committees.

(g) Election of directors.

(h) Other business.

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

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

Section 5. **Quorum.** The presence in person or by proxy of thirty (30%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

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

Section 7. **Appointment of Election Tellers.** The Board of Directors shall appoint two (2) Co-owners who are not candidates or spouses or co-habitants of any candidates to serve as tellers of the ballots cast in every election. It shall be the duty of such tellers to oversee the counting and tallying of the ballots so as to assure that the ballots are fairly and accurately handled and counted.

ARTICLE X

BOARD OF DIRECTORS

Section 1. **Eligibility; Compensation Prohibited.** The affairs of the Association shall be governed by a Board of Directors all of whom must be members of the Association or the legal spouse of a member except that officers, partners, trustees, employees or agents of members that are legal entities and not individual persons may be designated by such entities to serve as directors, if elected, of the corporation. Directors shall serve without compensation, whether by salary, stipend or otherwise except that they may be reimbursed for their out of pocket expenses incurred in the performance of their duties. No candidate for election or appointment to the Board of Directors shall be eligible if delinquent in the payment of any sum of money owed to the Association. Only one person per Homesite shall be eligible as a candidate notwithstanding the fact that the Homesite is jointly owned by two or more persons and/or entities. If a member is a partnership then only a partner thereof shall be qualified and eligible to serve as a director. If a member is a corporation, then only a shareholder or a director thereof shall be qualified and eligible to serve as a director. Any co-owner landlord who is neither a partnership nor a corporation shall be qualified and eligible to serve as a director only in his or her individual capacity and the tenant or agent of such landlord shall not be qualified or eligible to serve as a director.

Section 2. **Size, Terms of Office.** The Board of Directors shall be composed of five (5) persons who shall manage the affairs of the corporation. Directors shall serve without compensation. Directors shall serve until their successors take office which shall be deemed to be at the time of their election. The term of office for each Director shall be two (2) years.

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

(a) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.

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

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

(d) To rebuild improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association entitled to vote and present in person, by proxy or by written ballot.

(h) To establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Elements as required by the Act.

(i) To make rules and regulations in accordance with these Condominium Bylaws.

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

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

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

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next Annual Meeting of the Association. The Board shall consider past service to the Association as a factor in the selection of any of its appointees; no Co-owner shall be eligible for appointment if delinquent in the payment of any amount owed the Association.

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

Section 6. First Meetings of Boards. The first meeting of a newly elected Board of Directors shall be held within ten (10) calendar days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. No other notice shall be necessary to the newly elected Directors to constitute a duly called first meeting.

Section 7. **Regular Board Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, fax, telephone or email, at least ten (10) days prior to the date named for such meeting.

Section 8. **Special Board Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

Section 9. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. **Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

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

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

Section 13. **Conflicts of Interest.** In the event any director shall have any relationship with, or interest in, any person or entity with whom or which the Association may have any contractual dealings, such director shall have an affirmative duty to disclose such relationship or interest, in writing, to the Board of Directors at a Board meeting as soon as such contractual dealings are contemplated or initiated.

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ARTICLE XI

OFFICERS

Section 1. **Officers; Compensation Prohibited.** The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be members of the Association and members of the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Treasurer may be held by one person. Officers shall serve without compensation, whether by salary, stipend or otherwise except that they may be reimbursed for their out of pocket expenses incurred in the performance of their duties.

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

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

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

Section 5. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of the meetings of the members of the Association; he/she shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all duties incident to the office of the Secretary. The Secretary, or, in the absence or disability of the Secretary, the Treasurer, shall sign the minutes upon approval. Any Co-owner shall be entitled to obtain a copy of the approved and signed minutes except minutes of executive sessions of the Board; the Association shall have the right to require advance payment of the reasonable cost of providing requested copies of minutes. The Secretary shall also have the duties to assure that the Association's annual reports are timely filed with the State of Michigan each year and that all Association records are promptly surrendered and transferred intact to the Secretary's successor in office.

Section 6. **Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall review and oversee payment of all invoices. The Treasurer shall monitor the reserve funds of the Association and consult with the Board as necessary concerning such funds. All decisions concerning reserve funds shall be made by the Board and shall not be delegated to any third party. Withdrawals from reserve funds shall be approved in advance by signature of at least one director if payable to the Association; if payable to any other party the signature of at least two directors shall be required. Reserve funds shall be used only for such purposes as are permitted under Michigan law. He/She shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositaries as may, from time to time, be designated by the Board of Directors. The current month's bank statements shall be presented by the Treasurer at every meeting of the Board of Directors for inspection by all directors. The Treasurer shall further have the duty to timely file all tax returns required of the Association by all taxing authorities.

Section 7. **Miscellaneous.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII

FINANCE

Section 1. Records. T he Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non-privileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The current month's bank statements shall be presented by the Treasurer at every meeting of the Board of Directors for inspection by all directors. The Board of Directors shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Board of Directors. The Board of Directors shall annually engage a qualified, independent certified public accountant to perform a compilation, review or audit of the books of account. Any institutional holder of a first mortgage lien on any Homesite 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. The cost of any such compilation, review or audit and any other accounting expenses shall be expenses of administration.

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

Section 3. Depositories. The funds of the Association may be invested from time to time in accounts or deposit certificates of such banks or credit unions as are insured by an agency of the federal government and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors. The funds of the Association shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 4. **Budget.** The Board of Directors shall establish the annual budget of the Association and shall distribute a copy of same to the Co-owners on or before December 31 each year.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Indemnification of Directors and Officers. The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Director, Officer, or employee of the Association, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members, was not guilty of willful and wanton misconduct or gross negligence and, with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful or was not guilty of willful and wanton misconduct or gross negligence; provided, however, that, in the event of any claim for reimbursement or indemnification hereunder based upon settlement by the Director, Officer or other person seeking such reimbursement or indemnification, the indemnification provided for herein shall apply only if the Board of Directors (with the person seeking reimbursement or indemnification abstaining) approves such settlement and reimbursement or indemnification as being in the best interest of the Association. The foregoing right of reimbursement or indemnification shall be in addition to and not exclusive of other rights to which such Director, Officer or other person may be entitled. At least ten days prior to payment of any reimbursement or indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action or suit in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, or employee of the Association, against expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action or suit, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and was not guilty of willful and wanton misconduct or gross negligence. Indemnification shall not be made for a claim, issue or matter in which the person has been found to be liable to the Association except as provided in Section 564c of the Business Corporation Act.

Section 2. Directors' and Officers' Liability Insurance. Whether or not the Association would have the power to indemnify the persons under Sections 561 and 562 of the Nonprofit Corporation Act, the Association shall provide directors and officers liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

ARTICLE XIV

AMENDMENTS

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

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

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

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

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

ARTICLE XV

COMPLIANCE

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

ARTICLE XVI

DEFINITIONS

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

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ARTICLE XVII

REMEDIES FOR DEFAULT

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

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

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

(c) Removal and Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Homesite, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall he instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein. The Association or its duly authorized agents may only remove and abate the objectionable thing or condition after giving the co-owner proper written notice (via regular mail) and a chance to be heard before the Board at a hearing as required by Subsection (d) (i) below. After the written notice has been given and the hearing takes place (or after the date on which the hearing was scheduled to take place, if the co-owner does not appear for the hearing), if the Board at such time has concluded that a violation has in fact been committed, the Association or its agents may then proceed to remove and abate the objectionable thing or condition pursuant to its powers under this Subsection (c).

(d) Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation.

(i) Procedures. Upon any violation being alleged by the Association, a written notice shall be sent to the offending Co-owner describing the facts constituting the alleged violation, the specific restriction alleged to have been violated and the notice shall set forth the date (no less than seven (7) days from the date of the notice), time and place for a hearing before the Board of Directors, at which the Co-owner shall have the right to appear before the Board and offer evidence in defense of the alleged violation.

The Board shall issue a written notice of its determination within ten (10) days after the hearing and, upon finding that a violation has occurred, the Board of Directors may levy a fine in accordance with the following subsection.

(ii) **Fine Schedule.** Upon a determination that a violation of any of the provisions of the condominium documents has occurred, the following fines may be levied:

1st Violation	No fine shall be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation.
2nd Violation	$25.00 fine
3rd Violation	$50.00 fine
4th and Subsequent Violations	$100.00 fine

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

Section 3. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XVIII

SEVERABILITY

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

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