

CO-OWNER INFORMATION BOOKLET

FOR

THE ENCLAVE

**A RESIDENTIAL CONDOMINIUM
LOCATED IN THE CITY OF NOVI
OAKLAND COUNTY, MICHIGAN**

UPDATED: February, 2015

THE ENCLAVE

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**SECOND AMENDED AND RESTATED MASTER DEED OF THE ENCLAVE
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 933**

This Second Amended and Restated Master Deed of The Enclave is made and executed this 13th day of Terese Hawkins, 2015, by The Enclave Condominium Association, a Michigan nonprofit corporation (the "Association"), represented herein by Terese Hawkins, the President of the Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Condominium Act."

The Association desires by recording this Second Amended and Restated Master Deed to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act. The original Master Deed for The Enclave, recorded in Liber 15694, Pages 247 et seq., along with the First Amendment recorded in Liber 15913, Pages 600 et seq., Second Amendment recorded in Liber 16282, Pages 322 et seq., Third Amendment recorded in Liber 23561, Pages 764 et seq., Fourth amendment recorded in Liber 29376, Pages 081 et seq., Fifth Amendment recorded in Liber 36870, Pages 723 et seq., all of which were superseded by the Amended and Restated Master Deed recorded in Liber 40373, Pages 003 et seq., and First Amendment to the Amended and Restated Master Deed recorded in Liber 40690, Pages 472 et seq., Oakland County Records, are all superseded hereby (except for the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B).

22-14-251-000-ent

NOW THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of The Enclave as a Condominium under the Condominium Act and does declare that The Enclave (hereinafter referred to as the "Condominium") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Second Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning

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an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as The Enclave, Oakland County Condominium Subdivision Plan No. 933. The Condominium is established in accordance with the Condominium Act. The Condominium consists of 90 Units, numbered 1 through 90, inclusive.

Section 2. Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth completely in the Condominium Subdivision Plan applicable to this Second Amended and Restated Master Deed as Exhibit "B." Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to their Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium as are designated by this Second Amended and Restated Master Deed.

Section 3. Voting. Co-owners shall have voting rights in The Enclave Condominium Association as set forth herein, in the Second Amended and Restated Condominium Bylaws, and Articles of Incorporation of the Association.

ARTICLE II LEGAL DESCRIPTION

The land that comprises the Condominium covered by this Second Amended and Restated Master Deed is particularly described as follows:

Land located in the City of Novi, Oakland County, Michigan, described as:

Commencing at the northeast corner of section 14, T1N, R8E, City of Novi, Oakland County, Michigan, and proceeding thence South 00° 01' 05" East 60.00 feet along the East line of said Section, said line also being the Centerline of Meadowbrook Road (66 feet wide); thence South 00° 01' 05" East 312.40 feet along said line; thence South 89° 24' 35" West 280.00 feet; thence South 00° 01' 05" East 155.60 feet; thence South 89° 24' 35" West 380.00 feet; thence South 00° 01' 05" East 263.82 feet; thence North 89° 24' 35" East 660.00 feet to a point on the East line of said Section; thence South 00° 01' 05" East 263.82 feet along said Section line; thence South 89° 24' 35" West 660.00 feet; thence South 00° 01' 05" East 857.39 feet; thence North 89° 24' 35" East 660.00 feet to a point on the East line of said Section; thence South 00° 01' 05" East 197.86 feet along said Section line; thence South 89° 24' 35" West 660.00 feet; thence South 00° 01' 05" East 526.72 feet; thence South 89° 20' 01" West 652.86 feet; thence South 00° 15' 15" East 664.29 feet; thence South 89° 20' 01" West 1064.93 feet to the Point of Beginning; proceeding thence South 89° 20' 01" West 245.19 feet to the

North-South ¼ line; thence along said line North 00° 29' 25" West 932.90 feet; thence North 89° 31' 52" East 80.95 feet; thence North 43° 59' 10" East 211.92 feet; thence North 60° 42' 32" West 290.39 feet; thence South 74° 17' 29" West 28.28 feet; thence North 29° 17' 29" East 127.35 feet; thence 124.86 feet along the arc of a curve to the left having a radius of 125.00 feet passing through a central angle of 57° 13' 59" with a long chord bearing South 32° 05' 36" East 119.74 feet; thence South 60° 42' 32" East 218.39 feet; thence North 43° 59' 10" East 132.20 feet; thence North 00° 32' 47" West 34.00 feet; thence South 78° 01' 04" East 423.76 feet; thence South 32° 01' 02" East 184.96 feet; thence South 07° 27' 54" West 229.04 feet; thence South 45° 25' 58" West 450.23 feet; thence South 21° 04' 17" East 121.99 feet; thence South 00° 35' 24" East 29.82 feet; thence South 45° 00' 25" West 269.29 feet; thence North 06° 42' 58" West 56.24 feet; thence South 88° 56' 39" West 55.41 feet; thence South 04° 01' 24" West 130.44 feet; thence South 41° 58' 04" West 70.32 feet to the Point of Beginning. Containing 16.689 acres of land, more or less, subject to easements, rights of way, and encumbrances of record.

ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Second Amended and Restated Master Deed and Exhibits "A" and "B," but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of The Enclave Condominium Association, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment or transfer of interests in The Enclave, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Second Amended and Restated Master Deed or its exhibits is found to conflict with any provision of the Condominium Act, or if any provision required by the Condominium Act is omitted herefrom, then the provisions of the Condominium Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

B. "Association" means The Enclave Condominium Association, a nonprofit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage, and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or Michigan law.

C. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Second Amended and Restated Condominium Bylaws of The Enclave pertaining to the operation of the Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

D. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Units.

E. "Condominium Documents," wherever used, means and includes this Second Amended and Restated Master Deed, the Second Amended and Restated Condominium Bylaws, the Condominium Subdivision Plan, the Articles of Incorporation for the Association, and the Rules and Regulations of the Association.

F. "Condominium" means The Enclave as a Condominium established in conformity with the provisions of the Condominium Act.

G. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B," which is hereby incorporated by reference and made a part hereof as Exhibit "B."

H. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust, or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term "owner," wherever used, shall be synonymous with the term "Co-owner." Both Land Contract vendees and vendors shall be considered Co-owners and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act.

I. "Developer" shall refer to the National Organization of the New Apostolic Church of North America, an Illinois religious corporation, which made and executed the original Master Deed, and its successors and assigns.

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

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

L. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

M. "Second Amended and Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

N. "Second Amended and Restated Master Deed" means this document, which when recorded shall reaffirm the establishment of the Condominium, and to which the Second Amended and Restated Condominium Bylaws are attached as Exhibit "A" and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B," are attached or made applicable as exhibits.

O. "Unit" means a single complete Unit in The Enclave, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Condominium Act.

Section 2. Number and Gender of Words. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements. The Common Elements of the Condominium are described in the Condominium Subdivision Plan and are as follows:

A. General Common Elements. The General Common Elements are:

(1) Land. The land described in Article II hereof, including all beneficial easements, driveways, roads, sidewalks, fences, entry signs, landscaping, ponds, and other natural areas and any unassigned parking spaces, not identified as Limited Common Elements or Units on the Condominium Subdivision Plan;

(2) Electrical. The electrical wiring network throughout the Condominium, including that contained within Unit walls up to the point of entry into any Unit, including all site and common lighting;

(3) Cable Television. The cable television wiring network, if and when it may be installed, throughout the Project up to the point of entry into any Unit, unless ownership of hardware is retained by service company;

(4) Gas. The gas line network throughout the Condominium, including that contained within Unit walls up to the point of entry into any Unit;

(5) Water. The water distribution system throughout the Condominium, including that contained within Unit walls up to the point of entry into any Unit;

(6) Sanitary Sewer. The sanitary sewer system throughout the Condominium, including that contained within Unit walls, up to the point of entry into any Unit;

(7) Storm Sewer. The storm sewer system throughout the Project;

(8) Telecommunications. The telecommunication and telephone system, if and when it may be installed, up to the point of lateral connections for Unit service, unless ownership or hardware is retained by service company;

(9) Common Facilities. The elevators, vestibules, lobby, corridors, stairs, common rooms (mechanical, office, storage and trash) and meeting spaces, gatehouse and entry

systems;

(10) Recreational Facilities. The recreational building identified on the Condominium Subdivision Plan, outdoor gas grills, swimming pool, and other recreational facilities and equipment located in the Project that are not within a Unit or designated as Limited Common Elements;

(11) Construction. Foundations, roofs, walls, ceilings, floor construction between unit levels, chimneys, and other structural components of any building in the Project;

(12) Heating and Air Conditioning. The heating and/or air conditioning duct work and conduits throughout the Project, including that contained within walls, floors and ceilings, and the HVAC equipment servicing the Common Facilities;

(13) Irrigation. The irrigation system throughout the Project, including water lines, valves, sprinkler heads, timers, pumps, and electrical equipment; and

(14) Other. All other elements and improvements contained within or appurtenant to the Condominium, which are not herein designated as General or Limited Common Elements, which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep, and safety of the Condominium.

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

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

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

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

(2) Parking Space. The individual parking space which has been assigned to a Unit is restricted in use to the Owner of such Unit. Parking space assignments are shown in Article VI, Section C, hereof;

(3) Windows, Doors, and Screens. All windows, doorwalls, unit entry doors, and screens shall be limited in use to the Co-owners of the units to which they are attached;

(4) Storage Locker. Each storage locker as shown on the condominium Subdivision Plan, as the same may be amended from time to time, which has been assigned to a Unit shall be limited in use to the co-owners of the aforesaid designated units and shall be used for storage only; and

(5) Other. Such other elements of the Condominium, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Condominium, shall be Limited Common Elements.

Section 2. Responsibility for Unit and Common Elements. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all General Common Elements, Units, and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Second Amended and Restated Condominium Bylaws, the respective responsibilities for the maintenance, decoration, repair, and replacement of the Units and Common Elements comprising the Condominium are as follows:

A. Co-owner Responsibilities:

(1) Unit, Limited Common Elements. Except as provided in Section 2B below, the primary responsibility for maintenance, decoration, repair, and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements, and personal property located therein or elsewhere throughout the Condominium, the Limited Common Elements, and those General Common Elements described herein, shall be borne by the Co-owner of the Unit. In addition to and in clarification of the Co-owner's responsibility under this Section 2A(1), each Co-owner shall be responsible for the cost of decorating, maintaining, repairing, and replacing the following items:

(a) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, furnace, air conditioner, and related ductwork, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans, and related ductwork, dryer venting, vent covers and filters, and individual hot water heaters;

(b) The water and gas lines and fixtures serving the Unit from and including the water and gas line shut off valves located within the Unit, and the sanitary sewer lines located within the Unit, even though portions of these systems are designated as General Common Elements;

(c) The electrical wiring and all electrical fixtures from and including the unit interior circuit box throughout the Unit, even though portions of this system may be General Common Elements;

(d) All cabinets, counter, interior doors, closet doors, sinks, tile (either floor or wall), and related hardware;

(e) All improvements or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings, and trim, regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair, or replacement responsibilities as to a General Common Element;

(f) Any individual Unit drain lines located within the Unit, even though portions of this system may be General Common Elements;

(g) All Unit entry doors, locks and hardware (not building entry doors, which will be maintained by the Association), and windows, including their screens, locks and hardware;

(h) All interior drywall replacement, repair, maintenance, and painting, regardless of cause giving rise to need for repair or maintenance;

(i) Each storage locker and all any associated locks and hardware; and

(j) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.

(2) Utility Charges. All individually metered utility services (gas, electric, cable, and telephone) shall be borne by the Co-owner of the Unit to which such services are furnished. Water shall be furnished by the Association as an expense of administration. Water shall not be wasted by any person, and in the event of waste the Board of Directors shall have the authority to assess the excess consumption cost to the Co-owner of the Unit where the waste occurred. "Waste" shall mean and include water consumption arising from the failure (whether intentional or by virtue of negligence) to maintain appliances as determined by the Board of Directors in its reasonable discretion. Any costs or damages to the Association for such waste may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Condominium Bylaws.

(3) Co-owner Additions, Modifications. Co-owner improvements, additions, or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages, and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.

(4) Co-owner Fault. Any and all costs for maintenance, decoration, repair, and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants, or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-

owner in the same manner as an assessment in accordance with Article II of the Second Amended and Restated Condominium Bylaws.

(5) Repair to Association Specifications. All maintenance, repair, and replacement obligations of the Co-owners as described above and as provided in the Second Amended and Restated Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, timing, material, and appearance, which approval must be in writing.

B. Association Responsibilities:

(1) Limited Common Elements. Except in cases of Co-owner fault, the Association shall be responsible for the repair and replacement of the parking spaces described in Section 1B(2) above.

(2) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements (except those assigned to the Co-owners under the various subsections of Section 2A above), shall be borne by the Association, in accordance with the provisions of this Article and the Amended and Restated Condominium Bylaws.

(3) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs made by or contracted for by the Co-owner. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

C. Unusual Expenses. Any other unusual common expenses benefiting less than all of the Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specifically assessed against the Unit or Units involved in accordance with Section 69 of the Condominium Act.

D. Carports. Pursuant to Article VI, Section 8F of the Second Amended and Restated Condominium Bylaws for The Enclave, the Association may construct carports over General Common Element parking spaces and assign the same to the use of individual Units through an instrument signed by the Association and recorded with the Register of Deeds for Oakland County, after having received the affirmative approval of more than 2/3 of all Co-owners eligible to vote. The costs of constructing and insuring, maintaining, repairing and replacing any such constructed carports shall be borne by the Association and assessed to the Co-owners of the Units assigned the use of the spaces thereby, provided that such spaces may only be assigned to Co-owners who have requested such assignment.

ARTICLE V USE OF UNITS AND COMMON ELEMENTS

No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances of the City of Novi, State and Federal laws and regulations, or in any manner which

will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

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

Section 1. Unit Description. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of The Enclave as prepared by MH Consulting Service, Inc., which is attached as Exhibit "B" to the original Master Deed. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" applicable hereto and delineated with heavy outlines. Building elevations are shown in detail in architectural plans and specifications on file with the City of Novi.

Section 2. Calculation of Percentage of Value. The percentage of value assigned to each Unit is set forth in this Paragraph. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each Co-owner in the common proceeds and common expenses of administration (subject to the assignment of costs and expenses as reflected in Article IV hereof and Article II of the Second Amended and Restated Condominium Bylaws) and the value of such Co-owner's vote at meetings of the Association and the undivided interests of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%). The Developer determined that the comparative characteristics of the Units in the Condominium are equal and that the percentages of value shall be based upon a formula which divides one hundred percent (100%) by the number of Units in the Condominium.

Section 3. Parking Space and Storage Locker Assignments. The parking spaces identified as P-1 through P-87, inclusive, and H-1 through H3, inclusive, on Amended Sheets 9 through 11 and 17 of the Condominium Subdivision Plan of The Enclave, as attached to the Third Amendment, have been assigned as Limited Common Elements appurtenant to the following Units, and the storage lockers identified as S-1 through S-90, inclusive, as depicted on Amended Sheets 9 through 11 of the Condominium Subdivision Plan of The Enclave, as attached to the Third Amendment, have been assigned as Limited Common Elements appurtenant to the following Units:

FOREST		LANDINGS		SHORES	
SPOT & BIN #	UNIT #	SPOT & BIN #	UNIT #	SPOT & BIN #	UNIT #
1	2066	1	3044	1	6011
2	6066	2	6011	2	6033
3	5044	3	6055	3	5066
4	5055	4	2055	4	6066
5	5033	5	6044	5	5055
6	5066	6	6033	6	5011
7	2055	7	5066	7	3033
8	5022	8	5011	8	2011
9	4066	9	4055	9	5022
10	6033	10	4044	10	4066

11	6044	11	5022	11	3066
12	3066	12	3011	12	6044
13	6055	13	5033	13	6022
14	6022	14	6022	14	3055
15	3033	15	6066	15	3044
16	2011	16	4011	16	4055
17	6011	17	3066	17	6055
18	2022	18	5055	18	4011
19	4055	19	4033	19	3022
20	2033	20	4066	20	2022
21	3055	21	4022	21	2033
22	2044	22	5044	22	4044
23	4033	23	2011	23	2044
24	5011	24	2044	24	5044
25	4022	25	3033	25	5033
26	3022	26	3055	26	2055
27	3044	27	2066	27	2066
28	4044	28	2022	28	4022
29	3011	29	2033	29	3011
30	4011	30	3022	30	4033

**ARTICLE VII
EASEMENTS**

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

A. In the event any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Condominium Act.

B. There shall be easements to, through, and over those portions of the land, structures, buildings, improvements, and walls contained therein for the installation, maintenance, and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, and communications including telephone, cable television and internet lines.

C. Easements of support shall exist with respect to any Unit wall that supports a Common Element.

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through any portion of any General Common Elements for utility, roadway, construction, or safety purposes. The Association further has the right to

dedicate all utilities and utility easements located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion.

Section 3. Association's Easement for Maintenance, Repair, and Replacement. The Association and all public or private utilities shall have such easements over, under, across, and through the Condominium, 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 of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain their Unit or any Limited Common Elements appurtenant thereto for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, in the event a Co-owner fails, as required by the Condominium Documents, to properly and adequately maintain, decorate, repair, replace, or otherwise keep their Unit or any improvements or appurtenances located therein, or any General or Limited Common Elements for which the Co-owner is responsible, the Association shall have the right (but not the obligation) and all necessary easements in furtherance thereof, to take whatever actions it deems desirable to so maintain, decorate, repair, or replace the Unit, its appurtenances or any of the Common Elements for which the Co-owner is responsible, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry, or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities as set forth in this Section shall be assessed against such Co-owner in accordance with Article II of the Second Amended and Restated Condominium Bylaws and shall be immediately due and payable. Further, the lien for nonpayment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment, and imposition of fines.

ARTICLE VIII AMENDMENTS

This Second Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Condominium Act in the following manner.

Section 1. Co-owner Approval. Except as otherwise provided herein and subject to Section 2 below, the Association may make and record amendments to this Amended and Restated Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3^{rds}) of the Co-owners entitled to vote as of the record date for such vote, which shall be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees (as defined in Section 90a(9) of the Condominium Act),

such amendment shall require the consent of not less than two-thirds (2/3rds) of all mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.

Section 3. Modification of Units, Common Elements, and Percentage of Value. Notwithstanding any other provision of this Article, the method or formula used to determine the percentages of value of Units, as described in Article VI hereof, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act, as amended. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 51 of the Condominium Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act. Units may be consolidated as provided in Section 48 of the Condominium Act.

Section 4. Amendments for Secondary Mortgage Market Purposes. The Association may amend this Master Deed or the Condominium Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

[Signature and Acknowledgment on Following Page]

IN WITNESS WHEREOF, the Association has caused this Second Amended and Restated Master Deed to be executed the day and year first above written

The Enclave Condominium Association, a Michigan Nonprofit Corporation

By: Terese Hawkins
Name: Terese A. Hawkins
Title: President

STATE OF MICHIGAN)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 13th day of ~~January~~ ^{February}, 2015, by Terese Hawkins, the President of The Enclave Condominium Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

Denise A. Campbell
DENISE A. CAMPBELL
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE, Notary Public
MY COMMISSION EXPIRES Oct 13, 2016
ACTING IN COUNTY OF Wayne County, Michigan
My Commission Expires: 10/13/15

Document drafted by and when recorded return to:
Stephen M. Guerra, Esq.
Makower Abbate Guerra PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

CERTIFICATION


STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

I, Erin E. Kreis, being first duly sworn, depose and state as follows:

That I am the managing agent for The Enclave Condominium Association, the corporation named in and which executed the Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of The Enclave.

That the Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of The Enclave were submitted to all Co-owners of Units in The Enclave for the purpose of voting thereon, and that said Co-owners approved said documents by a vote of more than two-thirds of all Co-owners entitled to vote.

That the records of said consents are maintained at the offices of The Enclave Condominium Association at 41486 Wilcox, Plymouth, MI 48170.


Erin E. Kreis

Acknowledged, subscribed and sworn to before me this 07th day of February, 2015.



DENISE A. CAMPBELL
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE

MY COMMISSION EXPIRES Oct 13, 2018 Notary Public
ACTING IN COUNTY OF _____ County, Michigan

Acting in Wayne County
My Commission Expires: 10/13/15

CERTIFICATION

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)


I, Stephen M. Guerra, being first duly sworn, depose and state as follows:

1. That I am the attorney for The Enclave Condominium Association, the Corporation named in and which executed the attached Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of The Enclave.
2. That I personally sent a copy of the attached Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of The Enclave and the ballot and notice required under Section 90A of the Michigan Condominium Act to all mortgagees of record of those Units qualified to vote, as listed in the records of the Oakland County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of The Enclave.
3. That two-thirds (2/3^{rds}) of said mortgages have consented to the attached Second Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of The Enclave in accordance with the provisions of Section 90A of the Michigan Condominium Act. Said consents will be maintained for a period of two years in The Enclave Condominium Association records located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.



Stephen M. Guerra

Acknowledged, subscribed and sworn to before me this 19th day of February, 2015.



Notary Public
County, Michigan

Acting in _____ County
My Commission Expires:

CRYSTAL M. KULAGA
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jan 10, 2019
ACTING IN COUNTY OF *Oakland*

**SECOND AMENDED AND RESTATED CONDOMINIUM BYLAWS
FOR THE ENCLAVE**

EXHIBIT A

SECOND AMENDED AND RESTATED CONDOMINIUM BYLAWS THE ENCLAVE

ARTICLE I ASSOCIATION OF CO-OWNERS

Section 1. The Association. The Enclave, a residential Condominium located in the City of Novi, Oakland County, 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, subject to and in accordance with the Second Amended and Restated Master Deed, these Second Amended and Restated Bylaws, the Articles of Incorporation, duly adopted Rules and Regulations of the Association (sometimes collectively referred to herein as the "Condominium Documents"), and the laws of the State of Michigan. All Co-owners and all persons using or entering upon the Condominium or acquiring any interest in any Unit shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 2. Purpose of Bylaws. These Bylaws are designated as both the Condominium Bylaws, relating to the manner in which the Condominium and the common affairs of the Co-owners of the Units shall be administered, as required by the Condominium Act, and the Association or Corporate Bylaws, governing the operation of the Association as a corporate entity, as required by the Michigan Nonprofit Corporation Act.

ARTICLE II ASSESSMENTS

Section 1. Taxes and Assessments; Expenses of Administration. 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. Governmental special assessments and property taxes shall be assessed against the individual Units identified as Units on the Condominium Subdivision Plan and not on the total property of the Condominium or any other part of the Condominium. Governmental special assessments and property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual Unit, notwithstanding any subsequent vacation of the Condominium. The levying of all property taxes and governmental special assessments shall comply with Section 131 of the Act.

Section 2. Expenses and Receipts of Administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall be receipts of administration, within the

meaning of Section 54(4) of the Act, except as modified by the specific assignment of responsibilities for costs contained in Article IV of the Second Amended and Restated Master Deed.

Section 3. Determination of Assessment. Assessments shall be determined in accordance with the following provisions:

A. **Annual Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management, and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any budget adopted shall include an allocation to a reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with subsection D hereof and for implementation of those expenditures detailed in any year's five-year plan, as explained in subsection E below. 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 that budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. 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 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 Co-owner shall continue to pay each installment at the rate established for the previous fiscal year until notified of any change in the installment payment which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted. Co-owners shall have a ten (10) day grace period commencing with notice from the Board of Directors in which to submit their new or adjusted assessment payment.

B. **Additional Assessments.** The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessments as it shall deem to be necessary in the Board's sole discretion, provided that the same shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance and/or funding of the five-year plan; (ii) to provide replacements of existing Common Elements; (iii) to provide additions to the Common Elements at a total annual cost not exceeding five percent (5%) of the Association's annual operating budget; or (iv) for any emergencies. The Board of Directors shall also have the authority, without the necessity of Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the Co-owners and shall not be enforceable by any creditors of the Association or the Co-owners 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.

C. **Special Assessments.** Special assessments, in addition to those described in subsections A and B above, may be made by the Board of Directors from time to time if approved by the Co-owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) providing additions to the Common Elements at a total cost exceeding five percent (5%) of the Association's annual operating budget; (ii) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; (iii) assessments to purchase a Unit for use as a resident manager's

Unit; or (iv) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subsection shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners entitled to vote. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the Co-owners and shall not be enforceable by any creditors of the Association or the Co-owners 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.

D. Reserve Fund. The Board of Directors shall maintain a reserve fund solely for major repairs and replacements of Common Elements and emergency expenditures, which reserve fund shall be in the amount of not less than ten percent (10%) of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself). At least two (2) Directors must sign any checks drawn on the reserve fund account. The Association may increase or decrease the reserve fund but may not reduce it below ten percent (10%) of the annual budget of the Association. The reserve must be funded at least annually from the proceeds of the regular assessments set forth in subsection A of this Section, rather than by special assessments but may be supplemented by additional or special assessments if determined necessary by the Board of Directors. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves, or any other matter concerning the reserve account(s).

E. Five Year Plan. The following provisions shall apply to the establishment and update of the Association's yearly five-year plan.

(1) Purpose; Implementation and Update of the Plan. In order to protect and preserve the Common Elements of the Condominium and to maximize the investment of the Co-owners, the Board of Directors shall establish and maintain an updated five-year plan for the maintenance, repair, replacement, improvement, and/or renovation of the Common Elements of the Condominium. The plan shall address, without limitation, the anticipated and projected expenditures required to implement the same for each of the years in the plan including a projected allocation of funds to reserve accounts to be maintained by the Association for such purposes. The Board of Directors shall adhere to the timetable as set forth in the plan with respect to completion of plan items unless more immediate concerns become known or are necessitated due to emergency.

(2) Establishment of Reserves and Allocation of Assessments. The Board of Directors may establish, maintain, and fund designated reserve accounts in such a manner so as to complete the projected and updated five-year plan on a timely basis. A reserve shall be funded under the assessment provisions of these Bylaws, and to the extent possible, by way of the annual assessment as incorporated in the annual budget and adopted by the Board of Directors. However, should the annual assessment be insufficient or untimely to complete those plan items in any year, the Board may levy additional assessments to accomplish the same.

(3) Use of Reserve Accounts. The reserve accounts established by the Board of Directors under the five-year plan and under the annual budget shall be used exclusively for the

respective purposes of the reserves; provided, however, that designated reserves maybe used for such other purposes as may be necessitated by emergency without liability to the Board.

(4) Disclosure to Co-owners. The Board of Directors shall present the five-year plan, its update, along with any modifications thereof, to the Co-owners at each annual meeting, including those plan items to be completed in the current fiscal year. Further, the Board shall detail the source of the funding required to complete the upcoming year's plan items, including the allocation of any assessments.

Section 4. Payment of Assessments and Penalty for Default. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners equally without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments shall be payable by Co-owners in twelve (12) equal monthly installments or in such installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments shall be payable as stated in the notice announcing their levy. 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, which shall be the first (1st) day of each calendar month or such other date as may be established from time to time by the Board of Directors for any assessment. Assessments in default shall bear interest at the highest rate allowed by law until paid in full. In addition, all assessments, or installments thereof, which remain unpaid as of ten (10) days after the due date (based on the postmark date), shall incur a uniform late charge as may be established by the Board of Directors pursuant to Article VI, Section 11 of these Bylaws, to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise the uniform late charges from time to time, and may levy additional late fees for special and additional assessments, pursuant to Section 11 of Article VI of these Bylaws, without the necessity of amending these Bylaws. Once there is a delinquency in the payment of any installment of the annual assessments, the remaining unpaid installments of the annual assessment for that fiscal year may be automatically accelerated so that such unpaid installments are immediately due and payable. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment, including actual attorneys' fees) levied against their Unit while such Co-owner has an ownership interest therein. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

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

Section 6. Enforcement.

A. Statutory Lien. Sums assessed to a Co-owner that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorneys' fees, and fines (as allowed by the Condominium Documents or the Act), constitute a lien upon the Unit or Units owned by the Co-owner at the time of the assessment before other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded as provided herein, have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement in the name of the Condominium on behalf of the other Co-owners as hereinafter provided.

B. Remedies. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both. A Co-owner may not withhold or escrow assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of assessments, the fact that the Association or its agents have not provided services or management to a Co-owner. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be qualified to run for or function as an officer or Director of the Association, and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from their Unit. The Association may also discontinue the furnishing of any utilities or services to a Co-owner in default. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner or any persons claiming under them, and if the Unit is not occupied by the Co-owner, to lease the Unit and collect and apply the rental therefrom. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XVI of these Bylaws. All remedies shall be cumulative and not alternative.

C. Foreclosure of Lien. 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 the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of Section 108 of the Act, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation 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 to be sold the Unit (and improvements) with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner acknowledges that at the time of acquiring title to such Unit they were notified of the provisions of this Section 6 and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association

to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

D. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at their last known address, of a written notice that one or more installments of the annual, additional or special assessment, as the case may be, levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by 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, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Oakland County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. 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 representative designated above and shall inform such representative that they may request a judicial hearing by bringing suit against the Association.

E. Expenses of Collection. All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees, and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner) and advances for taxes or other liens or costs 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 their Unit.

Section 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit, or its successors and assigns, which obtains title to the Unit pursuant to the foreclosure remedies provided in the mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which become due prior to the acquisition of title to the Unit by such person or entity (the date of the foreclosure sale), except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit, and except for claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

Section 8. Assessment Status upon Sale of Unit. Upon the sale or conveyance of a Unit, any unpaid assessments, interest, late fees, fines, costs and attorneys' fees against the Unit shall be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision of the State for taxes or special assessments due and unpaid and (b) payments due under

first mortgages having priority to the unpaid assessments. A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorneys' fees outstanding against the Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorneys' fees in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Unit together with interest, late fees, fines, costs and attorneys' fees incurred in connection with the collection of such assessments.

Section 9. Construction Liens. Construction liens attaching to any portion of the Condominium shall be subject to the following limitations and Section 132 of the Act:

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

B. A construction lien for work authorized by the Association may attach to each Unit only to the proportionate extent that the Co-owner of the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

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

ARTICLE III ARBITRATION

Section 1. Arbitration. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, if applicable, be submitted to arbitration under the procedures set forth in the Uniform Arbitration Act and parties thereto shall accept the arbitrator's decision as final and binding. 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.

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

Section 3. Effect of Election to Arbitrate. Election by the parties to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 4. Mediation. Regardless of the other remedies available under these Bylaws or the Act, the parties to any dispute shall have the ability to agree to mediate any disputes. In instances involving a dispute between two or more Co-owners that has been presented to the Association, the

Association may compel the disputing Co-owners to first attempt to mediate the dispute before considering any other action. All compelled mediation shall be conducted by qualified outside mediators at the expense of the disputing Co-owners. In all other instances, mediation shall be totally voluntary and upon agreement of the disputing parties.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage; Responsibility for Coverage.

A. Association Responsibilities.

(1) Casualty. The Association shall insure all Common Elements of the Condominium that the Association has responsibility for under Article IV of the Second Amended and Restated Master Deed against fire, vandalism, malicious mischief, and other perils covered by a standard extended coverage endorsement, with a maximum deductible amount no greater than 5% of the face amount of the policy, in an amount equal to 100% of the current replacement cost of the insurable improvements, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association's policy shall include a "Guaranteed Replacement Cost Endorsement" or a "Replacement Cost Endorsement" and, if the policy includes a coinsurance clause, an "Agreed Amount Endorsement." The policy shall also include an "Inflation Guard Endorsement," if available, and a "Building Ordinance and Law Endorsement." The Association may also insure as secondary coverage those Common Elements that Co-owners are assigned responsibility under Article IV of the Amended and Restated Master Deed.

(2) Liability, Worker's Compensation, Fidelity Bond, Directors and Officer, and Other Required Coverage. The Association shall also carry (1) liability insurance with coverage in the minimum amount of \$1,000,000.00 for a single occurrence pertinent to the ownership, use, and maintenance of the Common Elements of the Condominium that are the Association's responsibility under Article IV of the Second Amended and Restated Master Deed, (2) worker's compensation insurance, if applicable, (3) fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds), (4) Directors and Officers Liability coverage, and (5) such other insurance as the Board of Directors deems advisable.

(3) Optional Umbrella Insurance. The Association may purchase as an expense of administration an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

(4) Benefited Parties; Notice to Mortgagees. All such insurance shall be purchased by the Association for the benefit of the Association, the Co-owners, and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee

endorsements to the mortgagees of Co-owners.

(5) Insurance Records. All non-sensitive and non-confidential information in the Association's records regarding Common Element insurance coverage shall be made available to all Co-owners and mortgagees upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverage, if so determined.

(6) Cost of Insurance. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(7) Proceeds of Association Insurance Policies. Proceeds of all Association insurance policies 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 repair or reconstruction of the Condominium shall be required as provided in Article V 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 such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement, or reconstruction of the Condominium unless all of the affected institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

B. Co-owner Responsibilities. Co-owners are advised that the Association's coverage is not intended to be complete as to all matters, and the Co-owners have an obligation to provide certain coverage as outlined in this Article. Co-owners are advised to consult with their insurance advisors to determine what additional insurance they must obtain upon their Units and Common Elements, at their own expense, in addition to the coverage carried by the Association. It shall be each Co-owner's responsibility to obtain insurance coverage for (i) those Common Elements that the Co-owner is assigned responsibility under Article IV of the Second Amended and Restated Master Deed, (ii) the interior of their Unit, including all fixtures, equipment, and trim located therein, (iii) personal property located within a Unit or elsewhere in the Condominium, (iv) all improvements and betterments to the Unit and Limited Common Elements, (v) personal liability and property damage for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit and for General Common Elements that the Co-owner is assigned responsibility pursuant to Article IV of the Second Amended and Restated Master Deed, and (vi) alternative living expense in event of fire or other casualty, and the Association shall have absolutely no responsibility for obtaining such coverage. Co-owners are also advised to obtain insurance covering any insurance deductible that the Co-owner may be required to pay pursuant to the provisions of Article V, Section 6 or Article VI, Section 14 of these Bylaws. Each Co-owner shall deliver certificates of insurance to the Association as may be required by the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the a Co-owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums paid shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Co-owners are strongly advised to consult their insurance advisors to make sure they have all necessary and appropriate coverage

required by this Section.

C. Waiver of Subrogation; Cross-Liability Endorsements. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The Association's liability insurance shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

D. Determination of Primary Carrier. It is understood that there may be overlapping coverage between the Co-owners' policies and those of the Association, as required to be carried pursuant to this Article. In situations where both the Association's coverage and a Co-owner's coverage are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents, or any other Unit, Common Element or other element or property for which the Co-owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Second Amended and Restated Master Deed, or incidental or consequential damages to any other Unit resulting from an item, element, or occurrence for which the Co-owner is assigned responsibility in Article IV of the Second Amended and Restated Master Deed, the Co-owner's policy shall be deemed to be the primary coverage. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Second Amended and Restated Master Deed, the Association's policy shall be deemed to be the primary coverage. In cases of liability for personal injury or otherwise, for occurrences in the Unit or upon a Common Element for which the Co-owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Second Amended and Restated Master Deed, the Co-owner's policy shall be deemed to be the primary coverage. In cases of liability for personal injury or otherwise, for occurrences on a Common Elements for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Second Amended and Restated Master Deed, the Association's policy shall be deemed to be the primary coverage. In all cases where the Association's policy is not deemed the primary coverage, if the Association's insurance provider contributes to payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds and shall not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common Element or the repair or replacement thereof, the insurance carrier of the Co-owner shall have no right of subrogation against the Association or its carrier.

Section 2. Association as Attorney-in-Fact. Each Co-owner, by ownership of a Unit 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 any insurance carried by the Association. Without limitation on the generality of the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear but subject always to the Condominium Documents, to execute releases of liability, and to

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

Section 3. Indemnification. Each Co-owner shall indemnify and hold harmless every other Co-owner and the Association for all damages and costs, including attorneys' fees, which such other Co-owners or the Association may suffer as a result of defending any claim arising out of an occurrence for which the individual Co-owner is required to carry coverage pursuant to this Article, and shall carry insurance to secure this indemnity if so required by the Association. This Section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

ARTICLE V RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY

Section 1. Determination of Reconstruction or Repair. This Article shall apply only to damage by casualty or other insurable event. Any other situations involving maintenance, repair, and replacement shall be governed by the allocation of responsibilities contained in Article IV of the Second Amended and Restated Master Deed. If any part of the Condominium shall be damaged by insured casualty, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

A. Repair or Reconstruction. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by the affirmative vote of eighty percent (80%) of the Co-owners in the Condominium that the Condominium shall be terminated, and each institutional holder of a first mortgage lien on any Unit in the Condominium has given prior written approval of such termination.

B. Decision Not to Repair or Reconstruct. If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless eighty percent (80%) or more of all Co-owners in number and value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair and Reconstruction to Condition Existing Prior to Damage. Any such reconstruction or repair shall be substantially in accordance with the Condominium Documents and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Reconstruction or Repair. If the damage is only to the Unit or a Common Element which is the responsibility of a Co-owner to maintain, repair, and insure, it shall be the responsibility of the Co-owner to promptly repair such damage in accordance with the provisions hereof. Subject to the provision of Article VI, Section 14, regardless of the cause or nature of any damage or deterioration, including, but not limited to, instances in which the damage is incidental to or caused by (i) a Common Element for which the Association is responsible pursuant to Article IV of the Second Amended and Restated Master Deed, (ii) the maintenance, repair, or replacement of any Common Element, (iii) the Co-owner's own actions or the Co-owner's failure to

take appropriate preventive action, or (iv) the malfunction of any appliance, equipment, or fixture located within or serving the Unit, each Co-owner shall be responsible for the cost of repair, reconstruction and replacement of all items for which the Co-owner is assigned responsibility under Article IV of the Second Amended and Restated Master Deed, and for those items which the Co-owner is primarily responsible pursuant to Article IV of these Bylaws. In the event any damage to Common Elements is the responsibility of the Association's insurance carrier pursuant to the provisions of Article IV, then the reconstruction or repair of the same shall be the responsibility of the Association in accordance with Section 4 of this Article, although the responsibility for costs thereof shall be allocated in accordance with the provisions of this Section and Section 4. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, but only in the absence of Co-owner coverage, the Co-owner shall be responsible for any deductible amount and, if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly, to be used solely for the necessary repairs. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any Unit in the Condominium.

Section 4. Association Responsibility for Reconstruction or Repair of Common Elements. Subject to the responsibility of the individual Co-owners as outlined in Section 3 above and other provisions of these Bylaws or the Second Amended and Restated Master Deed applicable to such situations, the Association shall be responsible for the reconstruction and repair of the General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage.

Section 5. Timing. If damage to Common Elements or a Unit adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair, and maintenance thereof shall proceed with the replacement or repair of the damaged property without delay.

Section 6. Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured. Notwithstanding any other provision of the Condominium Documents, except to the extent that a lack of insurance results from a breach of the Association's or other Co-owner's duty to insure, the responsibility for damage to any portion of the Condominium that is within the limits of any applicable insurance deductible, unless waived, and for any other uninsured amount, shall be borne by the responsible Co-owner whenever the damage is the result of a failure to observe or perform any requirement of the Condominium Documents, or if the damage results from damage to or misuse of any of the Common Elements by the Co-owner, or their family, guests, agents, or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair, and replace.

Section 7. Indemnification. Each Co-owner shall indemnify and hold the Association harmless for all damages and costs, including, without limitation, actual attorneys' fees (not limited to reasonable attorneys' fees), which the Association suffers as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or a Common Element for which the Co-

owner is assigned the responsibility to maintain, repair, and replace. Each Co-owner shall carry insurance to secure this indemnity. This Section 7 shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

Section 8. Eminent Domain. Section 133 of the Act (to the extent not inconsistent with the following) and the following provisions shall control upon any taking by eminent domain:

A. Common Elements Taken by Eminent Domain. If any portion of the Common Elements is taken by eminent domain, the award therefor shall be allowed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners in number and value shall be binding on all Co-owners.

B. Unit Taken by Eminent Domain. If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of the undivided interest in the Common Elements as well as for the Unit.

C. Partial Taking of a Unit. If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest of such Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of such Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of such Unit shall be reallocated among the other Units in the Condominium in proportion to their respective undivided interests in the Common Elements. A Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to the following subsection, as well as for that portion of the Unit taken by eminent domain.

D. Impossibility of Use of Portion of Unit not Taken by Eminent Domain. If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the Common Elements appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall thenceforth be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Unit.

E. Future Expenses of Administration Appertaining to Units Taken by Eminent Domain. Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining

Units, being allocated to them in proportion to their relative voting strength in the Association. A Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

F. Condominium Continuation after the taking by Eminent Domain. In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Second Amended and Restated Master Deed amended accordingly. 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 approval of holders of two-thirds (2/3rds) of all first mortgage liens on individual Units in the Condominium.

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

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

Section 10. Notification to Mortgagees and Guarantors. The Association shall give the holder of any first mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

ARTICLE VI RESTRICTIONS

Section 1. Use of Unit.

A. Single Family Use. No Unit shall be used for other than single-family residential purposes as defined by City of Novi Zoning Ordinances, and the Common Elements shall be used only for purposes consistent with the use herein stated. No Co-owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, specifically including for-profit day care, adult foster care, nursing facilities, transitional housing, and similar enterprises, except that Co-owners shall be allowed to have home offices in their Units, provided the same (1) do not involve additional pedestrian or vehicular traffic by customers, users, or beneficiaries of the services being performed and/or congestion within the Condominium, (2) do not utilize or involve the presence of any employees within the Unit other than the individual Co-owner(s) and their families, (3) do not disturb other Co-owners, (4) do not involve additional expense to the Association (such as utility charges and insurance), and (5) do not violate any other provision or restriction contained in the Condominium Documents, (6) do not involve the storage of bulk goods for resale, and (7) do not constitute a violation of any ordinances or regulations of the City of Novi.

B. Occupancy Restrictions. The number of persons allowed to occupy or reside in any Unit shall be governed by the restrictions and regulations of the Building Officials and Code Administrators National Property Maintenance Code or such other codes or ordinances that may be adopted by the City of Novi from time to time. Such restrictions shall automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by the Township of Independence, such that the occupancy of all Units shall be in accordance with all Township of West Bloomfield regulations at all times.

Section 2. Leasing and Rental of Units.

A. Right to Lease. With the exception of those Units properly under an approved lease as of the effective date of the Second Amended and Restated Master Deed, no Co-owner may lease any Unit within the Condominium except upon the written approval of the Association except upon the written approval of the Association, which approval shall not be given if (i) the leasing of such Unit would result in any one person or entity (including affiliates or commonly owned entities) leasing more than one (1) Unit at any given time, or (ii) the leasing of such Unit would cause the number of leased Units in the Condominium to exceed 4 Units. Co-owners who were permitted to lease their Units as of the effective date of the Second Amended and Restated Master Deed shall be entitled to continue leasing their Units despite the foregoing limitations on the number of Units that may be rented, provided the provisions of the Condominium Documents are strictly followed and an approved lease form is on file with the Association prior to the effective date of the Second Amended and Restated Master Deed. In the event of a sale or transfer of ownership of a leased Unit, or in the event such a Unit is no longer being leased or held out for lease, all automatic rights to lease that Unit shall terminate and no further leasing of the Unit shall take place without full compliance with the provisions hereof. In addition to the aforementioned prerequisites and limitations, no Co-owner shall lease less than an entire Unit, and all leases shall (i) be for an initial term of no less than one (1) year, (ii) require the lessee to comply with the Condominium Documents, (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease and that, after fifteen (15) days' prior written notice by certified mail to the Co-owner and in accordance with Section 112 of the Condominium Act, the Board of Directors has the power to institute an action to evict the tenant and for money damages. A Co-owner may only lease a Unit for the same purposes as set forth in Article VI, Section 1, in accordance with the provisions of this Section. Under no circumstances shall transient tenants be accommodated. For purposes of this Section, "transient tenant" shall refer to a non-Co-owner residing in a Unit for less than sixty (60) days and who has paid consideration for the residency. 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. Exception to the 4 Unit Rental Limitation. Notwithstanding the foregoing or anything to the contrary contained herein, the Association recognizes that there may arise circumstances beyond a Co-owner's control that may justify an exception to allow the temporary leasing of a single Unit, regardless of the abovementioned 4 Unit rental limitation. Therefore, under the following circumstances, but only for so long as such circumstances exist (but in no event longer than twelve (12) months) and only so long as the leasing of the Unit will not result in that Co-owner or any related person or entity leasing more than one (1) Unit in the Condominium, the Association may allow a Co-owner to lease their Unit even though 4 or more of the Units may already be leased:

(1) A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;

(2) A Co-owner must relocate for medical purposes (treatment, rehabilitation, or recuperation) for a period likely to exceed six (6) months;

(3) A Co-owner must relocate for employment purposes for a period likely to exceed six (6) months;

(4) A Co-owner or the estate of a Co-owner must rent a Unit due to an inability to sell the same without incurring a financial loss as a result of mortgage liens recorded against the Unit exceeding the fair market value of the Unit; or

(5) Any similar extenuating situation approved by the Board of Directors.

C. Procedures for Leasing. The leasing of Units shall conform to the following provisions.

(1) A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a Lease Form to a potential lessee, and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Association shall be entitled to approve or not approve any such proposed lease transaction in accordance with the provisions of this Section. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupant(s), along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed arrangement. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number(s), and Co-owners who reside out of State must provide the Association with the name and contact information of an individual who resides in-State that will coordinate and attend to any tenant issues on behalf of the Co-owner that would otherwise be the responsibility of the Co-owner and failure to do so shall entitle the Association to disapprove a proposed lease transaction. The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.

(2) Tenants or non-Co-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-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

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

(c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or non-Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Unit. The Co-owner shall be responsible for reimbursing the Association for all costs incurred as a result of a tenant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Condominium Documents

(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 occupancy agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent to the Association that is otherwise due the Co-owner, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements of the Condominium, (2) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (3) initiate proceedings pursuant to Section 112(4)(b) of the Act.

(5) Notwithstanding anything to the contrary herein and except for the prohibition on transient tenancies, first mortgage lenders or first mortgagee guarantors in possession of a Unit following a default of a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure shall not be subject to the restrictions contained in this Article VI, Section 2A and which relate to the term or content of any lease or rental agreement.

D. Move-in Move-out Provisions. Any Co-owner selling or leasing (when their tenant is moving out) a Unit in the Condominium, and any new Co-owner or tenant moving into the Condominium shall deposit with the Association a damage deposit, as established by the Board in its discretion, to secure the Association as to repair of damages that may be caused to the Common Elements as a result of the move-in or move out, as the case may be. After each move in or move out, the person responsible for the payment of the deposit shall contact the Association and arrange for a damage inspection. Any amount of the deposit not utilized by the Association for repair of damages caused by the move-in or move out, as the case may be, shall be immediately refunded to the person who paid the deposit, provided that person has provided the Association with a forwarding address for such purposes. In the event the repair of any damages exceeds the amount of the deposit the responsible party shall reimburse the association the deficiency within 14 days or that deficiency sum shall be added to the assessments due from the subject Unit and be secured by the statutory lien for payment of assessments and subject to all applicable legal remedies. All move in and move out

activities and furniture deliveries shall occur only during reasonable hours, as determined by the Board in its discretion, and shall be prohibited on any other day or time. Deliveries shall be made only through the delivery entrance and not the lobby entrance to each building.

E. Lease Service Charges. In each situation where the Association, through a Board member, contractor, or management agent, is asked to provide emergency service to a tenant or non-Co-owner occupant due to the unavailability of the Landlord or Co-owner of the Unit, a reasonable administrative fee, as established by the Board in its discretion, shall be posted to the Co-owner's account. Any Co-owner may file with the Association a written request not to respond to such requests by a tenant or non-Co-owner occupant of that Co-owner's Unit, and in such cases the Association shall not respond, shall have no liability for not responding and shall be indemnified and held harmless by the Co-owner for any damages or liability resulting from the Association's failure to respond.

Section 3. Alterations and Modifications.

A. No Co-owner shall commence or make alterations in exterior appearance or make structural modifications to any Unit including interior walls through or in which there exist easements for support or utilities or make changes in the appearance or use of any of the Common Elements, Limited or General, including but not limited to, exterior painting, replacement of windows or doors, or the erection of lights, awnings, shutters, newspaper holders, mailboxes, spas, hot tubs, decks, patios, structures, fences, walls, landscaping or other exterior attachments or modifications, until plans and specifications acceptable to the Association showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement shall have first been submitted to and approved in writing by the Association, and a copy of said plans and specifications, as finally approved, delivered to the Association. The Association shall have the right to refuse to approve any such plans or specifications that are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon such plans, or specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, and the degree of harmony with the Condominium as a whole. In the event that any application for changes are approved by the Board of Directors, such approval shall be subject to a recordable, written undertaking by the Co-owner acknowledging that installation, maintenance and insuring of all of the improvements are to be at the Co-owner's sole expense. The Board of Directors shall have the right in its discretion to require a Co-owner to complete the installation of any approved improvements or modifications by a date certain. Any modifications or alterations performed by a Co-owner pursuant to this Section shall be performed by licensed and insured contractors and in accordance with all applicable governmental regulations and ordinances, including the requirement that proper permits be applied for and issued by appropriate governmental agencies.

B. A Co-owner shall not damage, attach anything to, or alter walls between Units so as to compromise sound conditioning. The erection of antennas, DBS reception devices, and other technologies regulated by the Federal Communications Commission, shall be in accordance with duly promulgated rules and regulations of the Association, which shall at all times be deemed to be or construed so as not to violate FCC regulations applicable thereto.

C. In the event that the Co-owner fails to maintain or repair a modification or improvement to the satisfaction of the Association, the Association may undertake to maintain or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II. The Co-owner shall indemnify and hold the Association harmless from and against all costs, damages, and liabilities incurred with respect to the modification or improvement.

D. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

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

Section 4. Conduct upon the Condominium. No immoral, noxious, improper, unlawful, or offensive activity, including without limitation speeding or other vehicular infractions, shall be engaged in on or upon the Common Elements, Limited or General, or any Unit, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried upon the Common Elements or any Unit. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the reasonable enjoyment of other Units. The Board of Directors of the Association shall be the final arbiter of whether a particular animal, device, or thing is in violation of the foregoing restrictions and disputes among Co-owners that cannot be amicably resolved shall be mediated by the disputing Co-owners in accordance with Article III hereof. No Co-owner shall do or permit anything to be done or keep or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. All municipal codes and ordinances pertaining to the use of the Common Elements shall be followed at all times.

Section 5. Animals upon the Condominium. No animal, except for fish, quiet birds, or a maximum of one (1) household pet of appropriate size and demeanor, shall be kept or allowed on the Condominium by any Co-owner without the written approval of the Board of Directors, which approval will only be given for such pets (type, size, and disposition) as are consistent with the close, community living environment of The Enclave. There shall be no Pit Bull Terriers or Rottweiler breeds or such other breeds of dogs that are known to have a propensity for violence. Any such approval shall be revocable at any time by the Association for failure of such pets or their owners to

abide by the provisions of this Section and the Rules and Regulations of the Association pertaining to the keeping of pets. Exotic pets (i.e. rare or unusual animals or animals generally thought of as wild and not typically kept as a pet) are strictly prohibited

A. Restrictions Applicable to Pets; Responsibilities of Co-owners. The Association may require that Co-owners register their pets with the Association before the pet may be maintained on or within the Condominium. The Association may require that any such registration shall include a complete description of the pet, its name, the name and telephone number of the adult person responsible for the pet at all times, and the name, address and telephone number of the veterinarian or veterinary clinic which maintains the pet's health and immunization records, and a current picture. No animals shall be kept or bred for any commercial purpose. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to be housed outside of a Unit, in a pen or otherwise, nor shall pets be tied or restrained outside or be allowed to be loose upon the Common Elements. All pets shall be leashed when outdoors with the leash being held and controlled at all times by a responsible adult person and otherwise in accordance with any ordinances of the City of Novi that may apply. Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner, anywhere in the Condominium. No savage or dangerous animal of any type shall be kept and any Co-owner who causes any animal to be brought, maintained or kept on the premises of the Condominium for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorney fees and costs, which the Association may sustain as a result of the presence of such animal on the Condominium Premises, whether such animal is permitted or not, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. All animals kept in accordance with this Section shall be licensed by the municipal agency having jurisdiction, and proof of the animal's shots shall be provided to the Association upon request. The Association may adopt such additional reasonable rules and regulations with respect to animals, as it may deem proper.

B. Association Remedies. The Association may adopt such additional reasonable rules and regulations with respect to animals, as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium that it determines to be in violation of the restrictions imposed by this Section or by any applicable Rules and Regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable Rules and Regulation of the Association.

Section 6. Use of Common Elements. The Common Elements, Limited or General (except in approved storage lockers located in underground parking garages), shall not be used for storage of supplies, materials, personal property, or trash or refuse of any kind, except as provided in these Bylaws or duly adopted Rules and Regulations of the Association. Other than in approved storage

lockers and bins, there shall be absolutely no storage of any property in parking spaces or the garage areas. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Trash shall be stored and handled in accordance with all applicable rules and regulations of the Association and City of Novi ordinances and Co-owners shall be responsible for the collection and proper disposal of trash (or the costs of the Association collecting and disposing of such trash) dispersed about the Common Elements, regardless of the reason. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Use of barbecues shall comply with City regulations, codes and ordinances, and shall only be permitted in areas designated therefor by the Association. For liability and security reasons, no garage sales, rummage sales, estate sales, or any other type of sale shall be permitted unless authorized in writing by the Board of Directors, regardless of whether a permit has been issued by the City. Use of the pool and any other recreational facilities may be limited by the Association through duly promulgated Rules and Regulations; provided, however, that the use of any common facilities and amenities shall be limited to resident Co-owners who are members in good standing, and those guests or designees as are permitted by the Association through duly promulgated Rules and Regulations. All curtains, drapes, blinds, shutters, and other window coverings of any and every kind whenever installed so as to be visible from the exterior of the Condominium Project shall be of a type and color that blends with window treatments used by a majority of other Co-owners in the Project so as to present a uniform and pleasing exterior appearance. There shall be no display of signs, banners, or other personal expression in windows, and window treatments shall obscure otherwise unsightly personal property or conditions within Units from view from the Common Elements or other Units. No unsightly condition shall be maintained on any balcony or patio. In general, no activity shall be carried on nor condition maintained by a Co-owner either in their Unit or upon the Common Elements which detracts from or spoils the appearance of the Condominium. All municipal ordinances pertaining to the use of the Common Elements shall be followed at all times.

Section 7. Obstruction of Common Elements. Except as otherwise expressly permitted herein, the Common Elements, including, without limitation, sidewalks, landscaped areas, driveways, roads, parking areas and entry ways shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches, toys, baby carriages, obstructions, or other personal property may be left unattended on or about the Common Elements.

Section 8. Vehicles upon the Condominium. No house trailers, commercial vehicles, boat trailers, watercraft, boats, motor homes, camping vehicles/trailers, snowmobiles, snowmobile trailers, recreational vehicles, any non-motorized vehicles, off-road vehicles, all terrain vehicles, or vehicles other than currently licensed automobiles, motorcycles (only if the engine is off when present in the Condominium) and non-commercial pickup trucks, SUVs and passenger vans, not exceeding 21 feet in overall length, used as an occupant's primary means of transportation, and not for any commercial purposes, may be parked or stored upon the Condominium, except in accordance with the provisions of this Section, unless specifically approved by the Association or parked in an area specifically designated therefor by the Association. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest, or member of their family of any casual, personal, motorized transportation, or entertainment anywhere within the Condominium, including, but not limited to, motorized scooters, mopeds, go-carts, dirt bikes, and the like.

A. Temporary Presence. Campers, RVs, and travel trailers may be parked upon the Condominium for a period not to exceed twenty-four (24) hours for the purpose of loading or unloading. Any requests for additional time must be approved in writing by the Board of Directors.

B. Commercial Vehicles. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided), unless parked in an area specifically designated therefor by the Association, or while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment, or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks, used for primary transportation and no commercial purpose whatsoever, shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained herein. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area thereof.

C. Standing Vehicles, Repairs. Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Condominium without written permission of the Board of Directors. Nonemergency maintenance or repair of motor vehicles shall not be permitted on the Condominium, unless specifically approved by the Board of Directors. Co-owners shall be responsible for promptly cleaning up all leaks and spills from vehicles and shall be responsible for costs incurred by the Association in repairing any damage caused by such leaks and/or spills.

D. Parking Restrictions. Co-owners shall register with the Association all vehicles maintained on the Condominium. Each Co-owner shall park at least one of their permitted vehicles in their assigned, Limited Common Element parking space, and all other vehicles in unassigned, General Common Element spaces. Co-owner may not park more than one vehicle in their assigned Limited Common Element parking space. A Co-owner may not allow the overnight parking of more than one guest vehicle on the Common Elements unless approved in writing in advance by the Association. Overnight parking of vehicles on the roads within the Condominium is prohibited, except with approval of the Association for special needs or occasions. No parking of any vehicles whatsoever shall be allowed in designated fire lanes or in violation of duly promulgated Rules and Regulations of the Association.

E. Association Rights. Co-owners must promptly move any vehicles, even if otherwise properly parked, when asked to do so by the Association for purposes of maintenance, repair or replacement of the Common Elements, and in the event they do not, shall be responsible for costs incurred by the Association caused by their failure to promptly move said vehicles, including but not limited to, costs of moving the vehicle and extra costs charged by contractors for delay or special procedures made necessary by the unmoved vehicle. Subject to the notice location and content requirements of Section 252(k) of the 2004 Public Act 493 of the Michigan Compiled Laws, 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 stickered and/or removed (towed) from the Condominium, 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. In such cases, the Co-owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Condominium consistent with the provisions hereof, and may levy fines for violations of such Rules and Regulations or this Section.

F. Carports. The Association may construct carports over General Common Element parking spaces and assign the same to the use of individual Units through an instrument signed by the Association and recorded with the Register of Deeds for Oakland County, after having received the affirmative approval of more than two-thirds ($2/3^{\text{rds}}$) of all Co-owners eligible to vote. The costs of constructing and insuring, maintaining, repairing, and replacing any such constructed carports shall be borne by the Association and assessed to the Co-owners of the Units assigned the use of the spaces thereby, provided that such spaces may only be assigned to Co-owners who have requested such assignment.

Section 9. Prohibition of Dangerous Items upon the Condominium. No Co-owner shall use, or permit the use or discharge by an occupant, agent, employee, invitee, guest, or member of their family of any firearms, air rifles, pellet guns, BB guns, bows and arrows, slingshots, or other similar dangerous weapons, projectiles, or devices anywhere on or about the Condominium, nor shall any Co-owner use or permit to be brought into the buildings in the Condominium any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property, without in each case obtaining the written consent of the Association. The use of propane powered grills and kerosene heaters shall not be allowed anywhere on the Condominium.

Section 10. Signs upon the Condominium. No signs, notices, advertisements, pennants, or flags, including "for sale" and "open house" signs (other than a U.S. flag no larger than 3' x 5'), shall be displayed which are visible from the exterior of a Unit without written permission from the Association.

Section 11. Regulations Consistent with Act. Reasonable regulations consistent with the Act, the Second Amended and Restated Master Deed, and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective as stated in said Rule or Regulation. Any such Regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners entitled to vote.

Section 12. Association Access to Units and Limited Common Elements. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair, or replacement of any of the Common Elements. Co-owners must make sure that their Units are keyed so as to allow the use of the

Association's master key, which shall be under the sole control and custody, and only used by, at most, four (4) designated representatives of the Association. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to their Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to their Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. Landscaping and Decoration of Common Elements. No Co-owner shall perform any landscaping or plant any trees, shrubs, or flowers, or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, furniture, implements, rocks or boulders, fencing, or other decorative items upon the Common Elements, Limited or General, unless the same is approved by the Association in writing and is in total conformance with the Association's policies on landscaping as are published from time to time. Any landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner, if and when approved, shall be the responsibility of the Co-owner to maintain. In the event that such Co-owner fails to adequately maintain such landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers, or the continued maintenance thereof. Should access to any Common Elements of any sort be required, or should any materials specified in this Section interfere with maintenance or services provided by the Association, the Association may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing, or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access and/or performance of such services, nor shall the Association be responsible for monetary damages of any sort arising out of any such actions.

Section 14. Co-owner Maintenance of Unit and Limited Common Elements. Each Co-owner shall maintain their Unit and any Limited Common Elements appurtenant thereto for which they have maintenance responsibility in a safe, clean, and sanitary condition. All Units must have operational smoke detectors installed at all times. Thermostats serving any Unit shall be maintained at not lower than sixty (60) degrees Fahrenheit, and the Co-owner shall implement such other reasonable precautionary maintenance and winterization measures with respect to any vacant Unit as the Board of Directors from time to time shall require. 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, cable TV, or other utility conduits and systems, and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by them, or their family, guests, agents, or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common

Elements which are the responsibility of the Co-owner to maintain, repair, and replace, unless such damages or costs are covered by primary insurance carried by the Association, in which case there shall be no such responsibility unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including actual attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement as soon as it is discovered.

In order to minimize sound transmission between Unit levels, the Association may require Co-owners to maintain noise reduction material on up to seventy-five percent (75%) of the floor surfaces contained within Units hallways, kitchens, bathrooms, living rooms and/or bedrooms, as the Association may deem necessary in its discretion.

Section 15. Application of Restrictions to the Association. None of the restrictions contained in this Article VI or elsewhere in these Bylaws or the Second Amended and Restated Master Deed shall apply to the activities of the Association in furtherance of its powers and purposes set forth herein, the Second Amended and Restated Master Deed and in its Articles of Incorporation, as the same may be amended from time to time.

Section 16. Cost of Enforcing Documents. Any and all costs, damages, fines, expenses, or actual attorneys' fees incurred or levied by the Association in enforcing any of the restrictions set forth in this Article VI and/or Rules and Regulations promulgated by the Association and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium, or by their licensees or invitees, may be assessed to, secured by the statutory lien on the Unit and collected from the responsible Co-owner or Co-owners in the manner provided in Article II hereof. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations and responding to and defending actions relating to violations in small claims court or any other court of competent jurisdiction.

Section 17. Association Approvals Revocable. All approvals given by the Association in accordance with these Bylaws shall be revocable and in the nature of a license and can be withdrawn upon thirty (30) days written notice in the event of noncompliance with the conditions of such approval.

ARTICLE VII MORTGAGES

Section 1. Notification of Mortgage. Any Co-owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit.

Section 2. Notification to Mortgagee of Insurance Company. Upon written request submitted to the Association, the Association shall notify a mortgagee appearing in the Mortgages of Units book of the name of each company insuring the Common Elements against fire and perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

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

Section 4. Notification to Mortgagees and Guarantors. Upon written request submitted to the Association, any institutional holder of any mortgage or any guarantors of the mortgage covering any Unit shall be entitled to receive timely written notice of (i) any proposed action that requires the consent of a specified percentage of mortgagees, whether contained in the Amended and Restated Master Deed or these Bylaws, (ii) any delinquency in the payment of assessments or other charges by a Co-owner that is not cured within sixty (60) days, and (iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII MEMBERSHIP AND VOTING

Section 1. Membership in Association. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

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

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

C. Co-owner Voting Designation. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Unit owned, provided that the Co-owner is in good standing. As used throughout the Condominium Documents, "good standing" shall mean a Co-owner (or Director, as the case may be) who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of the Condominium Documents. Voting shall be by number. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

D. Evidence of Ownership for Voting Purposes. No Co-owner shall be entitled to vote at any meeting of the Association until they have presented evidence of ownership of a Unit in the Condominium to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Subsection E below or by a proxy given by such individual representative.

E. 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. The notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust or other entity that is the Co-owner. The Co-owner shall sign and date such notice. The Co-owner may change the individual representative designated at any time by filing a new notice in the manner provided herein. At any Association meeting the chairperson of the meeting may waive the filing of such written notice as a prerequisite to voting.

F. Quorum. The presence in person or by proxy of thirty-five percent (35%) in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any Co-owner who participates by remote communication in an Association meeting, as provided in Article IX, Section 5 below, shall also be counted in determining the necessary quorum.

G. Voting. Votes may be cast in person, in writing duly signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Association for a given vote, provided the same are not in violation of the provisions of these Bylaws and Michigan law. Any proxies, written votes or other votes cast by means allowed hereunder must be filed with the Secretary of the Association or the Association's management agent at or before the appointed time of each Association meeting or voting deadline if no meeting held. The Board of Directors may permit the casting of votes by mail, fax, delivery, electronic transmission, or any other method approved by the Board of Directors in advance of the vote. As used in the Condominium Documents, "electronic transmission" means transmission by any method not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process. Cumulative voting is not permitted.

H. Majority. Unless otherwise provided, any action that could be authorized at an Association meeting shall be authorized by the vote of a simple majority of those Co-owners qualified to vote.

I. 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 vote or ballot of the members. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of meetings of members. Such solicitations shall specify: (a) the proposed action; (b) that the member has the opportunity to vote for or against any such proposed action; (c) the number of responses needed to meet the quorum requirements; (d) the percentage of approvals necessary to approve the action; and (e) the time by which written votes must be received in order to be counted. The form of written vote or ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written vote or ballot shall be

constituted by receipt, within the time period specified in the solicitation, of: (i) a number of written votes or ballots which 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.

J. Consent of Absentees. The transactions at any Association meeting, 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 Co-owners not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes of such meeting. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2. Records and Books of the Association. The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The books, records, contracts, and financial statements concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which shall be defined by the Association and which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement, provided that any Co-owner may receive a written financial statement upon request. The Association shall have its books, records and financial statements independently audited or reviewed by a certified public accountant, as defined in Section 720 of the occupational code (MCL 339.720); provided, however, that the Association may opt out of such certified audit or review on an annual basis by an affirmative vote of a majority of the Co-owners. Any audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. Any institutional holder of a first mortgage lien on any Unit 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 if requested in writing. The Association shall also maintain on file current copies of the Amended and Restated Master Deed for the Condominium, any amendments thereto and all other Condominium Documents.

ARTICLE IX MEETINGS

Section 1. Place of Meetings. Meetings of the Association members shall be held at any suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association members shall be guided by Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Second Amended and Restated Master Deed, or the laws of the State of Michigan. Only Co-owners in good standing and their legal representatives may speak at meetings of the Association and/or address the Board or Co-owners at any such meetings. Any person in violation of this provision or the rules of order governing the meeting, which are incorporated herein by reference, may be removed from such meeting, without any liability to the Association or its Board of Directors.

Section 2. Annual Meetings. The first annual meeting of members of the Association has already been held. Hereafter, the annual meetings of members of the Association shall be held in the month of June each succeeding year at such time and place as shall be determined by the Board of Directors. The Board of Directors may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year. Written notice of each annual meeting, as well as any change in the date of the annual meeting as provided for herein, shall be given to all Co-owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual meeting, 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. At the Annual Meeting, the then-presiding Board of Directors shall present an updated annual five-year plan for the maintenance, repair, and/or replacement of the Common Elements, including a plan for allocation of funds to reserve accounts of the Association. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve each Co-owner a notice of each annual or special meeting, stating the purpose as well as the time and place where it is to be held, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association pursuant to Article VIII, Section 1.E of these Bylaws or to the address of the Unit owned by the Co-owner shall be deemed notice served. In lieu of the foregoing, such notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-owner is a resident of the Unit. Such notice may also be given by electronic transmission. Any Co-owner may, by written waiver of notice signed by such Co-owner, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

Section 5. Remote Communication Attendance; Remote Communication Meetings. A Co-owner may participate in a meeting of the Association by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other, if the Board determines to permit such participation and (a) the means of remote communication permitted are included in the notice of the meeting or (b) if notice is waived or not required. All participants shall be advised of the means of remote communication in use and the names of the participants in the meeting shall be divulged to all participants. Co-owners participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a Co-owner or proxy holder; (b) the Association implements reasonable measures to provide each Co-owner and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Co-owners, including an opportunity to read or hear the proceedings of the meeting

substantially concurrently with the proceedings; and (c) if any Co-owner or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association. A Co-owner may be present and vote at an adjourned meeting of the Co-owners by means of remote communication as if they were permitted to be present and vote by the means of remote communication in the original meetings notice given. The Board may hold a meeting of the Co-owners conducted solely by means of remote communication.

Section 6. Adjournment for Lack of Quorum. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty eight (48) hours from the time the original meeting was called. The quorum for each subsequent meeting shall be reduced by one-half (1/2) from the quorum requirement of the previously scheduled meeting.

Section 7. Minutes. Minutes or a similar record of the proceedings of all meetings of members and the Board of Directors must be kept by the Association and, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X BOARD OF DIRECTORS

Section 1. Qualification and Number of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be Co-owners of Units in The Enclave and be in good standing. Any director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director shall not be permitted to vote on any delinquency matter of another Co-owner, including matters that may affect the Director's own Unit. If the Director does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 6 of this Article X, the Director shall be deemed removed from the Board of Directors for the remainder of the Director's term and the vacancy shall be filled in accordance with Section 5 of this Article X. The Board shall consist of three (3) members. No two occupants of the same Unit may serve on the Board of Directors at the same time. Directors shall serve without compensation.

Section 2. Term of Directors. The respective terms of office for the Directors have been staggered based on election procedures previously adopted by the Association. In each year hereafter, one Director shall be elected for a three (3) year term and each Director shall hold office until their successor has been elected.

Section 3. Powers and 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 powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board of Directors shall be responsible specifically for the following:

- A. Management and Administration. To manage and administer the affairs of and maintenance of the Condominium and the Common Elements thereof, all to the extent set forth in the Condominium Documents.
- B. Collecting Assessments. To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- C. Insurance. To carry insurance and collect and allocate the proceeds thereof in the manner set forth in Article IV hereof.
- D. Rebuild Improvements. To rebuild improvements after casualty, subject to the terms hereof.
- E. Contract and Employ Persons. To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium.
- F. Real or Personal Property. To acquire, maintain, and improve, and to buy, operate, manage, sell, convey, assign, mortgage, or lease any real or personal property (including any Unit in the Condominium and any easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- G. Easements and Telecommunications. To grant such easements, licenses and other rights of entry, use and access, and to enter into any contract or agreement, including wiring agreements, utility agreements, right of way agreements, access agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, the Board of Directors shall not have the authority to enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which would violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts of administration, within the meaning of the Act, and shall be paid over to and shall be the property of the Association.
- H. Borrow Money. 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 fifty-one percent (51%) of all of the members of the Association, except in the case of financing or re-financing of a Unit acquired through foreclosure of the statutory lien for unpaid assessments, which shall require no such approval.
- I. Rules and Regulations. To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

J. Committees. 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, or any specific officers or directors of the Association any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

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

L. Administrator. To do anything required of or permitted to the Association as administrator of the Condominium under the Condominium Documents.

M. General. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of the Condominium and the Association.

Section 4. Professional Management. 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 in Section 3 of this Article X, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, or which is not terminable by the Association upon sixty (60) days' written notice thereof to the other party.

Section 5. 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 appointed shall be a director until the end of the term of the Director who they replaced and a successor is elected at such annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called and held, any one or more of the directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all Co-owners, and a successor may then and there be elected to fill the vacancy thus created. The quorum requirement for the purpose of filling any vacancy shall be the normal thirty-five percent (35%) requirement set forth in Article VIII, Section 1F. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 7. First Meeting of New Board. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place and time as shall be fixed by the Directors at the meeting at which such Directors were elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the entire Board is present at such a meeting.

Section 8. Regular 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. At least two (2) 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, or by mail, facsimile, electronically or telephone at least five (5) days prior to the date of the meeting, unless waived by such Director. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the president upon three (3) days' notice to each Director, given personally, or by mail, facsimile, electronically or by telephone, which notice shall state the time, place and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of two Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing or orally, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at a Board meeting shall be deemed a waiver of notice by that Director. 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 11. 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. A Director will be considered present and may vote on matters before the Board by proxy, by teleconference, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter, provided however, that any vote not in writing is confirmed in writing not later than the next meeting of the Board. If, at any meeting of the Board 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 that might have been transacted at the meeting as originally called may be transacted without further notice. If a Director joins in the action of a meeting by signing and concurring in the minutes of that meeting, the Director shall be considered present for purposes of determining a quorum.

Section 12. Action without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing, including by electronic transmission, by the requisite majority of the Board of Directors. Further, the presiding Officer of the Association, in exceptional cases requiring immediate action, may poll all directors by phone for a vote, and provided the action is consented to by the requisite number of directors, such vote shall constitute valid action by the Board, provided the results of the vote and the issue voted upon are noted in the minutes of the next Board meeting to take place.

Section 13. Closing of Board of Director Meetings to Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the Co-owners or may permit Co-owners to attend a portion or all of any meeting of the Board of Directors. Any Co-owner shall have the right to inspect, and make copies of, the minutes of

the meetings of the Board of Directors; provided, however, that no Co-owner shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Remote Communication Participation. Members of the Board of Directors may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting.

Section 15. Fidelity Bond/Crime/Employee Dishonesty Insurance. The Board of Directors shall obtain fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds). The premiums for the foregoing shall be expenses of administration.

ARTICLE XI OFFICERS

Section 1. Designation. The principal officers of the Association shall be a president, vice president, secretary and treasurer. The Directors may appoint such other Officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person. The President must be a member of the Board of Directors.

Section 2. Appointment. The Officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.

Section 3. Removal. The Board of Directors may remove any officer either with or without cause, and the successor to the removed officer may be 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, and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time in the President's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member

of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

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

Section 7. Treasurer. The Treasurer or management agent shall have responsibility for all 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 or management agent shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE XII FINANCES

Section 1. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. The commencement date of the fiscal year of the Association shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 2. Banking. The funds of the Association shall be deposited in such bank or other depository as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 3. Investment of Funds. Funds of the Association shall only be held in accounts that are fully insured and/or backed by the full faith and credit of the United States Government. Only depositories or instruments where there is no risk of principal loss may be utilized by the Association for investment of its monies.

ARTICLE XIII INDEMNIFICATION

Section 1. Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the Director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the Director or officer may be a party or in which they may become by reason of their being or having been a Director or officer of the Association, whether or not they are a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the Director's or officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the

Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. The Board of Directors shall notify all Co-owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every Director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a Director or an officer of the Association may waive any liability insurance for such Director's or officer's personal benefit. 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 or other applicable statutory indemnification.

ARTICLE XIV COMPLIANCE

Section 1. Compliance with Condominium Documents. The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the provisions of the Act, the Second Amended and Restated Master Deed, these Bylaws, the Articles of Incorporation of the Association, and the Rules and Regulations of the Condominium. In the event that such Second Amended and Restated Master Deed, these Bylaws, or Articles of Incorporation conflict with the provisions of any Statute, the Statute shall govern. If any provision of these Bylaws conflicts with any provision of the Second Amended and Restated Master Deed, the Second Amended and Restated Master Deed shall govern.

Section 2. Amendment. These Bylaws may be amended in accordance with the Act and the provisions of Article VIII of the Second Amended and Restated Master Deed for The Enclave.

Section 3. Definitions. All terms used herein shall have the same meaning as set forth in the Second Amended and Restated Master Deed to which these Bylaws are attached as an Exhibit, or as set forth in the Act.

ARTICLE XV REMEDIES FOR DEFAULT

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

A. Remedies for Default by a Co-owner to Comply with the Documents. Failure to comply with any of the terms or provisions of the Condominium Documents 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. Costs Recoverable From Co-owner. Failure of a Co-owner and/or non-Co-owner resident or guest to comply with the Condominium Documents shall entitle the Association to recover from such Co-owner or non-Co-owner resident or guest the pre-litigation costs and actual reasonable attorneys' fees incurred in obtaining their compliance with the Condominium Documents. In addition, in any proceeding arising because of an alleged default by any Co-owner, or in cases where the Association must defend an action brought by any Co-owner(s) or non-Co-owner resident or guest, (regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise), the Association, if successful, shall be entitled to recover from such Co-owner or non-Co-owner resident or guest pre-litigation costs, the costs of the proceeding, and actual attorney's fees (not limited to statutory fees), incurred in defense of any claim or obtaining compliance or relief, but in no event shall any Co-owner be entitled to recover such attorney's fees or costs against the Association. The Association, if successful, shall also be entitled to recoup the costs and attorneys' fees incurred in defending any claim, counterclaim, or other matter.

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

D. 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 such violations in accordance with Article XVI of these Bylaws.

Section 2. Failure to Enforce Rights. 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 such Co-owner to enforce such right, provisions, covenant, or condition in the future.

Section 3. Cumulative Rights. 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.

Section 4. Rights of Co-owners. A Co-owner may maintain an action against the Association to compel enforcement of the provisions of the Condominium Documents and may maintain an action for injunctive relief or damages against any other Co-owner for noncompliance with the Condominium Documents. Even if successful, Co-owners may not recover attorneys' fees from the Association, but may recover such fees from another Co-owner if successful in obtaining compliance with the Condominium Documents.

ARTICLE XVI FINES

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

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

A. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 1E of these Bylaws.

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

C. Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or in the event of the Co-owner fails to appear at the scheduled hearing, 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. Fines. Upon violation of any of the provisions of the Condominium Documents and upon the decision of the Board as recited above, fines may levied be in accordance with the fine schedule as may be established by the Board of Directors via duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 11 of these Bylaws. For purposes of this Section, the number of the violation (i.e. first, second, etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be an owner of a Unit or occupant of the Condominium, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues; however, no further hearings other than the first hearing shall be required for successive violations once a violation has

been found to exist. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

Section 4. Collection of Fines. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be immediately due and payable. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XV of these Bylaws.

ARTICLE XVII 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 which are held to be partially invalid or unenforceable.

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Section 4. Collection of Fines.....	39
ARTICLE XVII SEVERABILITY	39

CONDOMINIUM SUBDIVISION PLAN

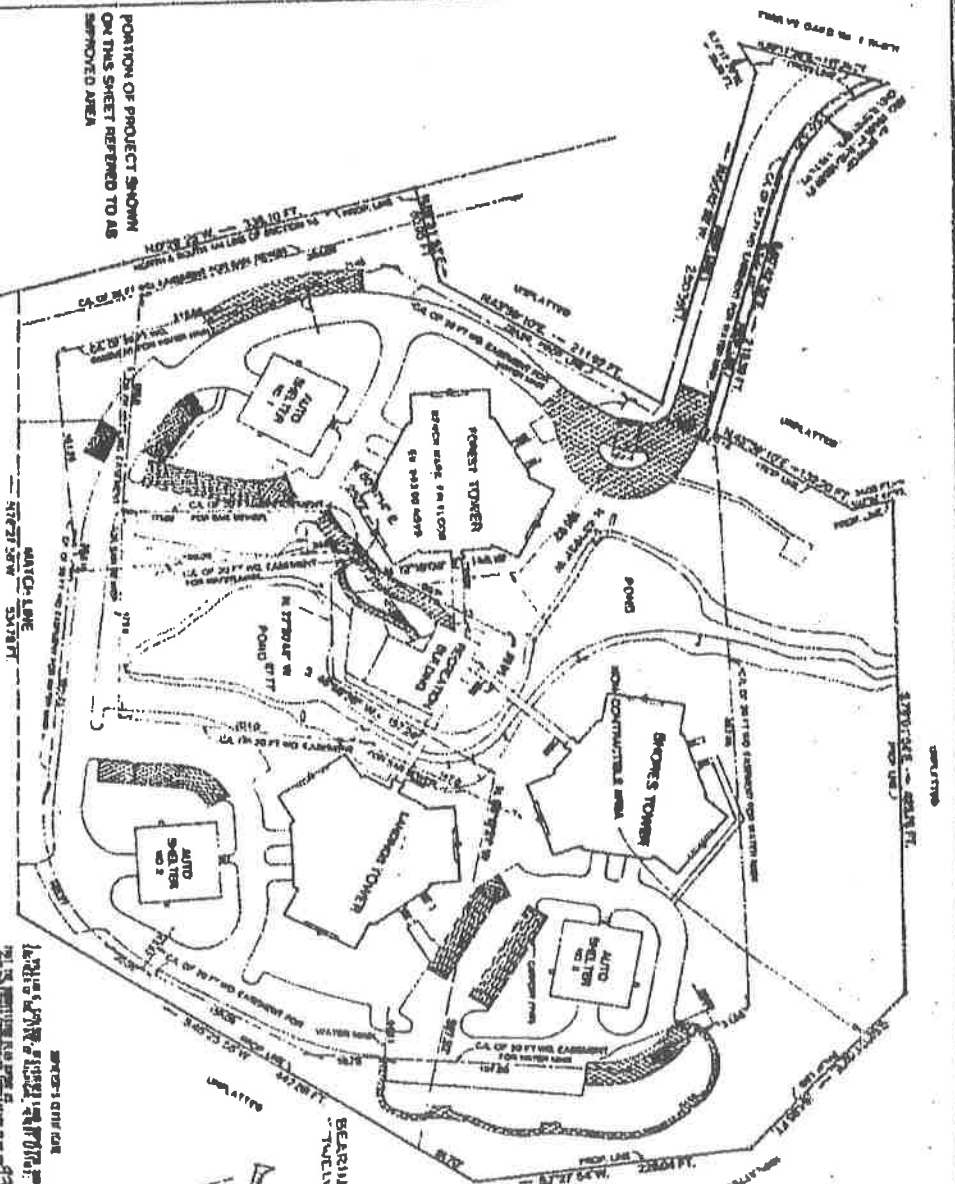
1169 15694r349

PORTION OF PROJECT SHOWN ON THIS SHEET REFERRED TO AS IMPROVED AREA

ALL PROPOSED IMPROVEMENTS MUST BE BUILT EXCEPT PROPOSED CURBS AND PAVED AREAS WHICH ARE NOT BE BUILT. SEE ARTICLE VI OF MASTER DEED FOR ADDITIONAL REQUIREMENTS.

THE UNIMPROVED AREAS & IMPROVED AREAS ARE NOTED AS CONVERTIBLE AREA

UNIMPROVED AREAS AT ALL CORNERS BEING LEASED

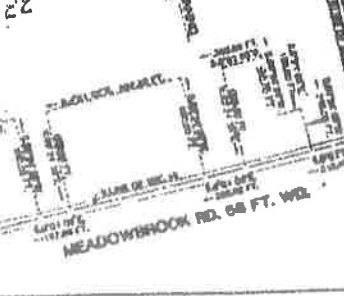
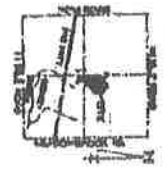


BEARINGS ARE BASED ON TWELVE OAKS N17°58'30"E

ALL THE IMPROVEMENTS SHOWN HEREON ARE AS BUILT EXCEPT THOSE SHOWN AS THUS INDICATED

THE ENCLAVE CITY OF MOBILE SURVEY PLAN

DATE AND COLLECTOR	NO. OF SHEETS	NO. OF PAGES
BY		
APPROVED		
DATE		



15604 Pr. 350

SEE ARTICLE VI OF MASTER DEED FOR ADDITIONAL EASEMENTS
THE UNIMPROVED AREA & IMPROVED AREA ARE NOTED AS CONVERTIBLE AREA



Handwritten signature

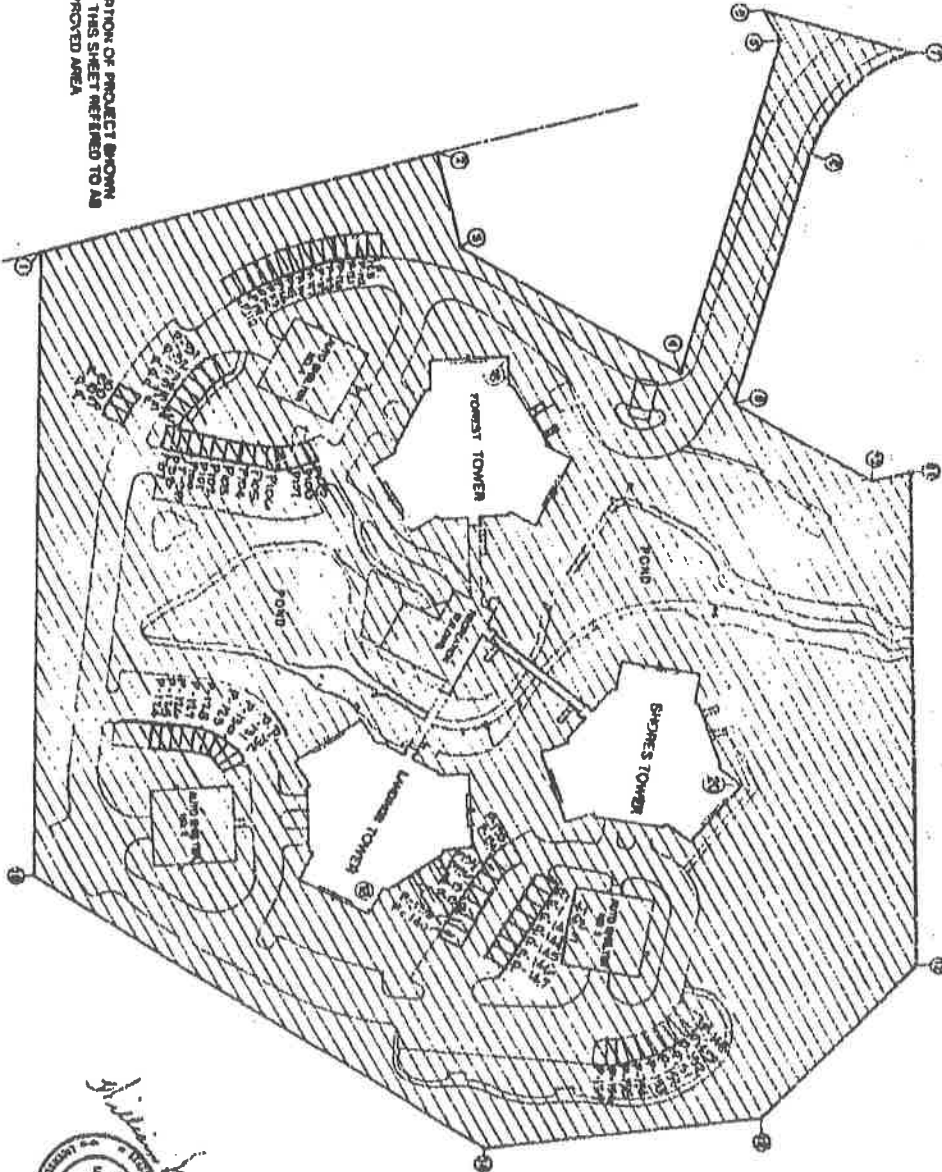

 State of Michigan
 Board of Engineers and Surveyors
 License No. 30713
 Robert L. [Name]

REVISED 7-29-95
THE ENCLAVE
STATION 14.45

NO. 15604 Pr. 350
THE ENCLAVE
STATION 14.45

15694 pg 351

PORTION OF PROJECT SHOWN ON THIS SHEET REFERRED TO AS IMPROVED AREA



 IMPROVED CONCOURSE SUBMIT
 LIMITED CONCOURSE SUBMIT
 LIMITED CONCOURSE SUBMIT

HOLLAND & CARLSON
 LICENSED LAND SURVEYORS
 LICENSE NO. 11114

William B. Carlson
 WILLIAM B. CARLSON
 LICENSED LAND SURVEYOR
 LICENSE NO. 11114

COORDINATES

POINT NUMBER 1 E= 100 N= 100	POINT NUMBER 11 E= 648.562172 N= 871.148789
POINT NUMBER 2 E= 97.2849287 N= 903.20977	POINT NUMBER 12 E= 511.719662 N= 903.20977
POINT NUMBER 3 E= 518.550081 N= 178.654218	POINT NUMBER 13 E= 728.450114 N= 915.428772
POINT NUMBER 4 E= 591.118151 N= 325.342003	POINT NUMBER 14 E= 511.118151 N= 915.428772
POINT NUMBER 5 E= 511.118151 N= 71.587021	POINT NUMBER 15 E= 511.118151 N= 915.428772
POINT NUMBER 6 E= 42.742248 N= 42.742248	POINT NUMBER 16 E= 42.742248 N= 42.742248
POINT NUMBER 7 E= 518.113219 N= 187.028611	POINT NUMBER 17 E= 518.113219 N= 187.028611
POINT NUMBER 8 E= 518.113219 N= 170.857316	POINT NUMBER 18 E= 518.113219 N= 170.857316
POINT NUMBER 9 E= 438.423811 N= 382.120918	POINT NUMBER 19 E= 438.423811 N= 382.120918
POINT NUMBER 10 E= 432.943843 N= 711.517116	POINT NUMBER 20 E= 432.943843 N= 711.517116
POINT NUMBER 11 E= 432.943843 N= 432.943843	

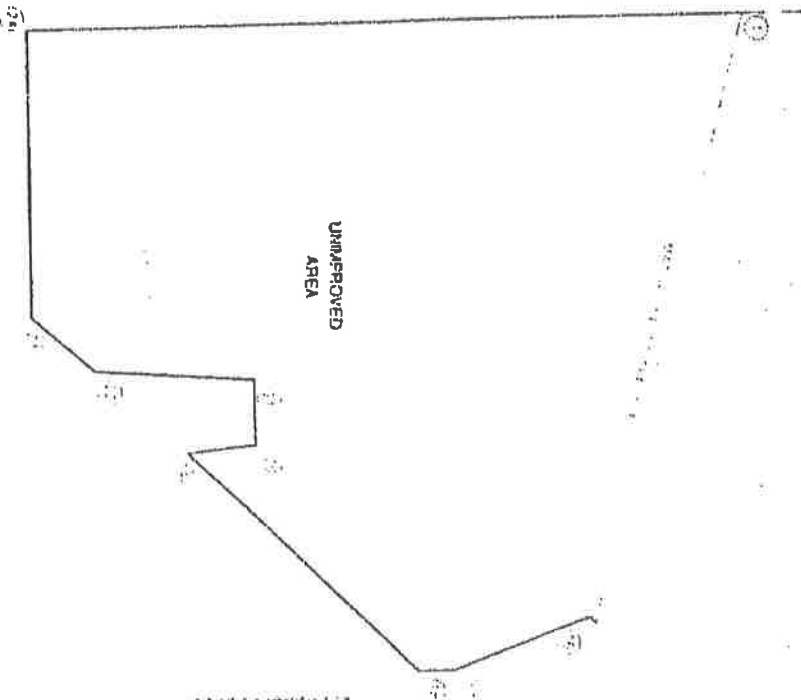
ALL THE IMPROVEMENTS SHOWN HEREON ARE "AS BUILT" EXCEPT THOSE SHOWN AS THUS BEING ON SHEET 2 WHICH NEED NOT BE BUILT, ETC. AS NOTED ON SH-2.

THE ENCLAVE
 RECORDED 7-28-85

SITE PLAN

HOLLAND & CARLSON
 CITY OF MOVI
 SHEET NO. 4
 DATE: 11-18-84

LRP 15604-352



UNIMPROVED AREA



UNIMPROVED PARCEL

NO.	DESCRIPTION	AMOUNT	UNIT
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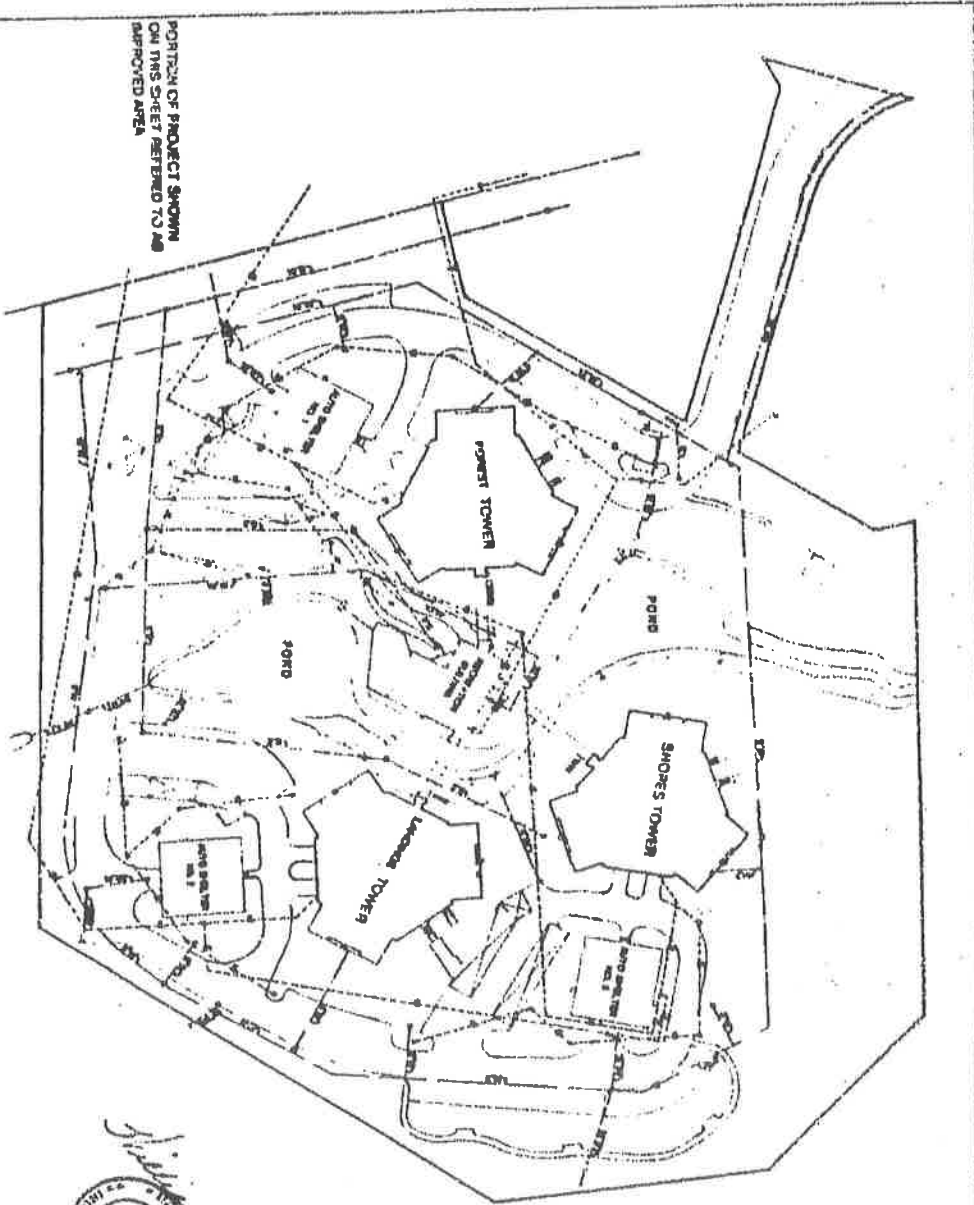
Signature

REVISED 7-28-95
 THE ENCLAVE
 SITE PLAN

5

15694pc353

PORTION OF PROJECT SHOWN
ON THIS SHEET REFERRED TO AS
APPROVED AREA



5/28/88 REVISIONS MADE PURSUANT TO UTILITY CO'S 11/28/87 BULK PLANS BY WILIAM CARLSON
20/170 2-4-87 1 BY PROJECT ARCHITECT FOR THE PROJECT SHEET NO. 021

ALL THE UTILITY IMPROVEMENTS SHOWN
HEREON ARE "AS BUILT"

ALL THE LOCATIONS SHOWN BELONG TO THE PROPERTY

WILLIAM & CARLSON
CONSULTING ENGINEERS
LANSING, MI 48206



LEGEND

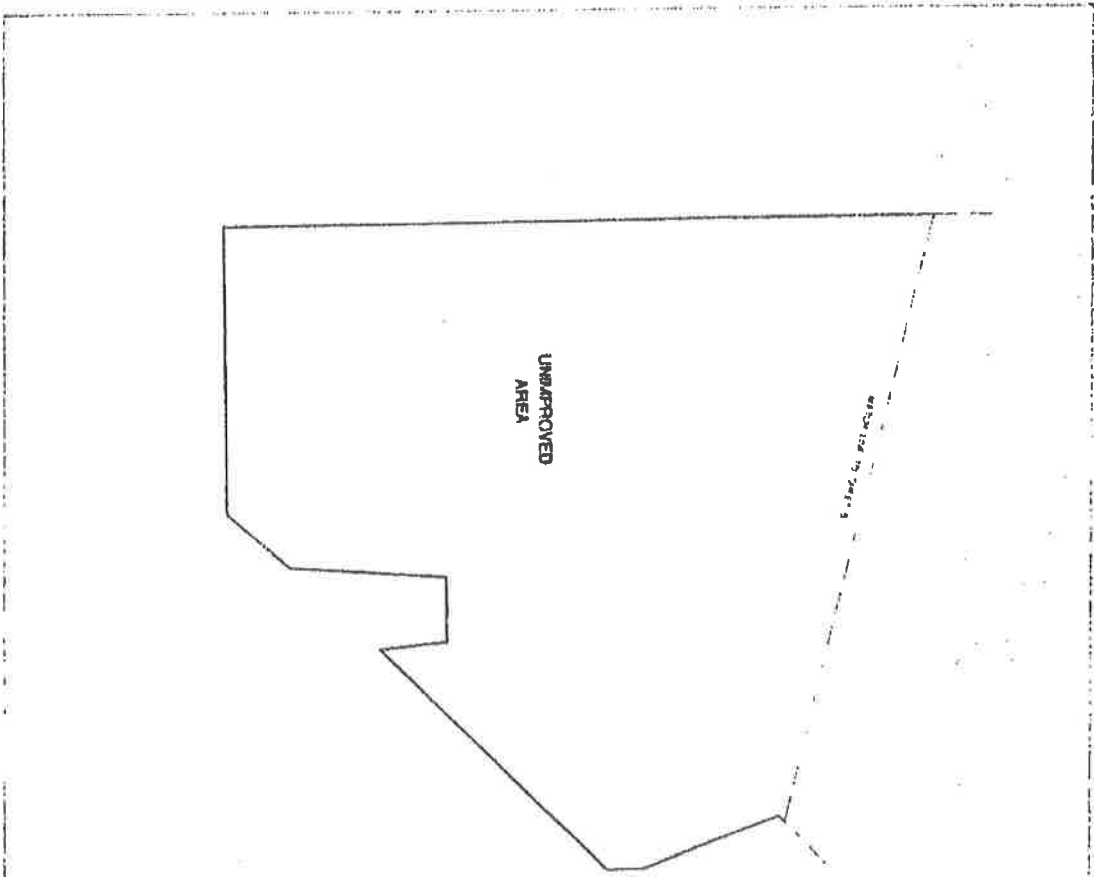
- 1. SECONDARY SERVICES
- 2. STORAGE SERVICES
- 3. WATERSHED
- 4. DIS. MAIN
- 5. ELECTRIC UNDERGROUND
- 6. TELEPHONE, TEL. UNDERGROUND
- 7. JUNK HOLE
- 8. WATER DATE
- 9. CATCH BASIN
- 10. STORMWATER
- 11. POLE

REVISION 7-28-95
THE ENCLAVE

UTILITY PLAN
CITY OF NOVI

DATE: 11/28/87
BY: WILIAM & CARLSON
CHECKED: J. CARLSON
SCALE: AS SHOWN

LIST 15694 PG. 354






William H. [Signature]

DATE: 7-24-95
 TIME: 10:00 AM
 BY: [Signature]

REVISED 7-24-95
 THE ENCLAVE
 UTILITY PLAN
 7-24-95

15634 PG. 356

 GENERAL COMMON ELEMENT
 LIMITS OF OWNERSHIP
 LIMITED COMMON ELEMENT

SHEET SCALE
 0 5 10 15 20 25 30 35 40



ALL THE ABREVIATIONS SHOWN HEREON ARE AS SHOWN






WILLIAM D. CARR, J.D.
 LICENSED LAND SURVEYOR
 LICENSE NO. 12218

PENNSD 1-24-95
 THE ENCLAVE

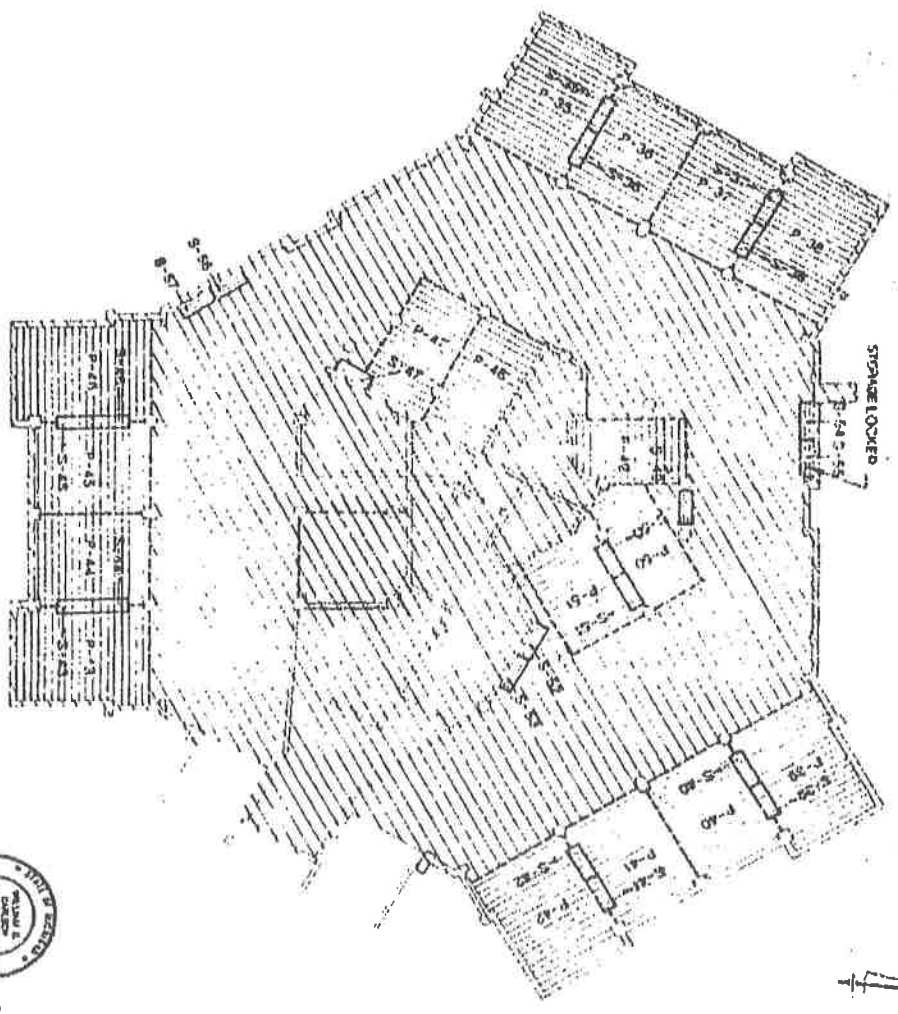
PARKING LEVEL PLAN
 TOWER

DATE	1-24-95	BY	WDC
SCALE	AS SHOWN	PROJECT	THE ENCLAVE
SHEET NO.	3	TOTAL SHEETS	3

LIST 15694 Pr. 358

 GENERAL COMMON ELEMENT
 LIMITS OF OWNERSHIP
 LIMITED COMMON ELEMENT

0 5 10 20 30 35 40
 FEET
 SCALE 1/4" = 1'-0"



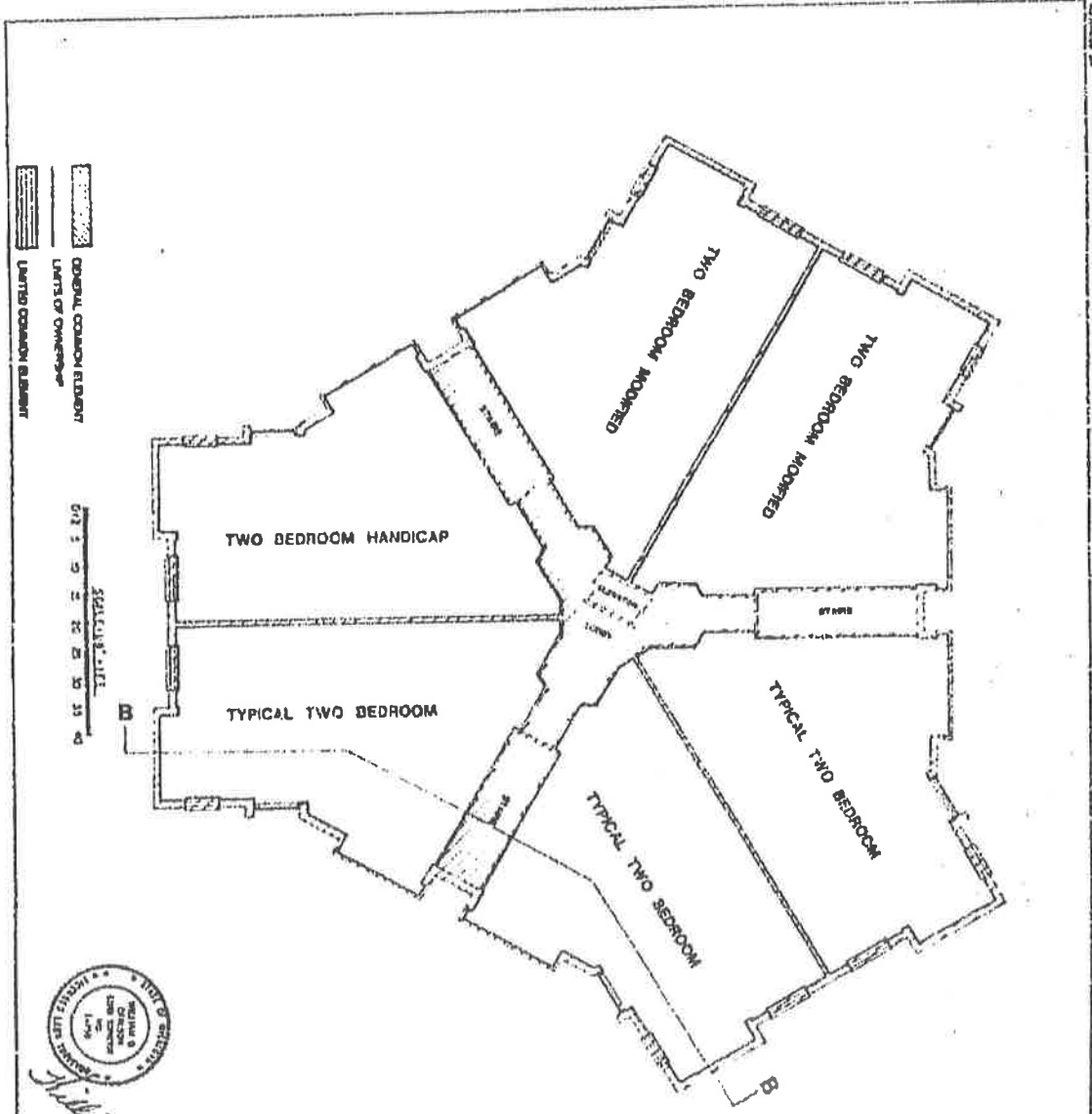
ALL THE APPROVED AREAS SHOWN HEREON ARE AS SHOWN



WILLIAM D. CUNNINGHAM
 LICENSED PROFESSIONAL ENGINEER
 LICENSE NO. 11799

REVISION 7-28-05
 THE ENCLAVE
PARKING LEVEL PLAN
 SHORES TOWER
 CITY OF SAN
 DIEGO COUNTY
 SHEET NO. 11

15604pc359



GENERAL COMMON ELEMENT

 UNITS OF OWNERSHIP

 UNITS COMMON ELEMENT

SCALE: 1/8" = 1'-0"

 0 5 10 15 20 25 30 35 40



William D. Carlock

 WILLIAM D. CARLOCK

 LICENSED LAND SURVEYOR

 LICENSE NO. 14748

ALL THE IMPROVEMENTS SHOWN HEREON



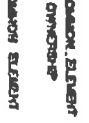
 ARE PERMANENT

REVISED 7-28-55

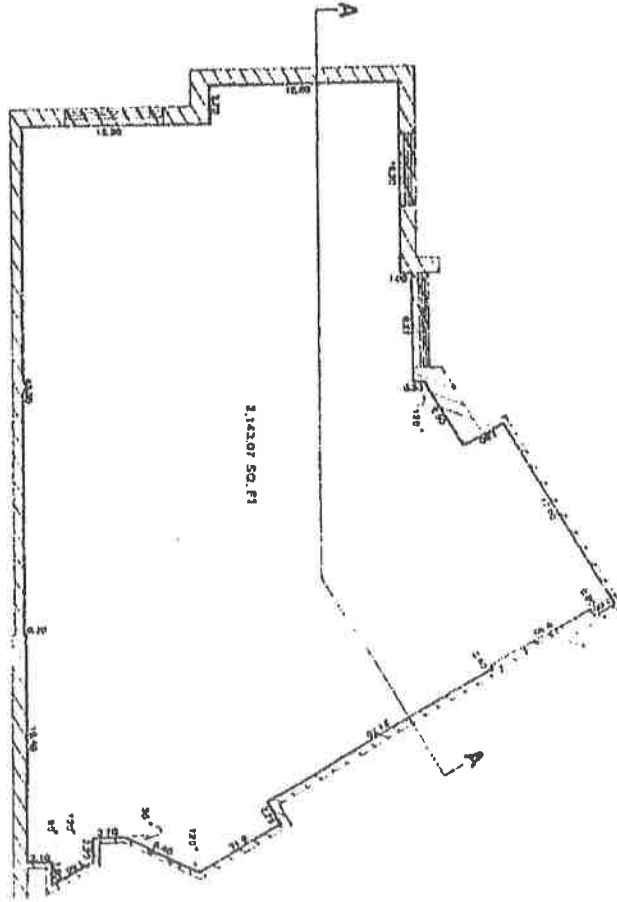
 THE ENCLAVE

FIRST FLOOR PLAN	
FOR BUILDINGS	
CITY OF BALTIMORE	
DATE: 04-04-55	SCALE: 1/8" = 1'-0"
BY: [Signature]	MD-ENR-12

15694pc361

 GENERAL COMMON ELEMENTS
 LIMITS OF OWNERSHIP
 LIMITED COMMONS SURFACE

SCALE: 1/4" = 1'-0" FT

ALL ALSO CONFORMS TO THE 1990 ADA ACT AND 1990 ADA REGULATIONS

1997 NO. 1, 2, 3, 4



William O. Carr
 WILLIAM O. CARR, SURV.
 LICENSED LAND SURVEYOR
 LICENSE NO. 11799

ALL THE DIMENSIONS SHOWN HEREON ARE "AS BUILT"

EXISTING REVISED 7-28-95

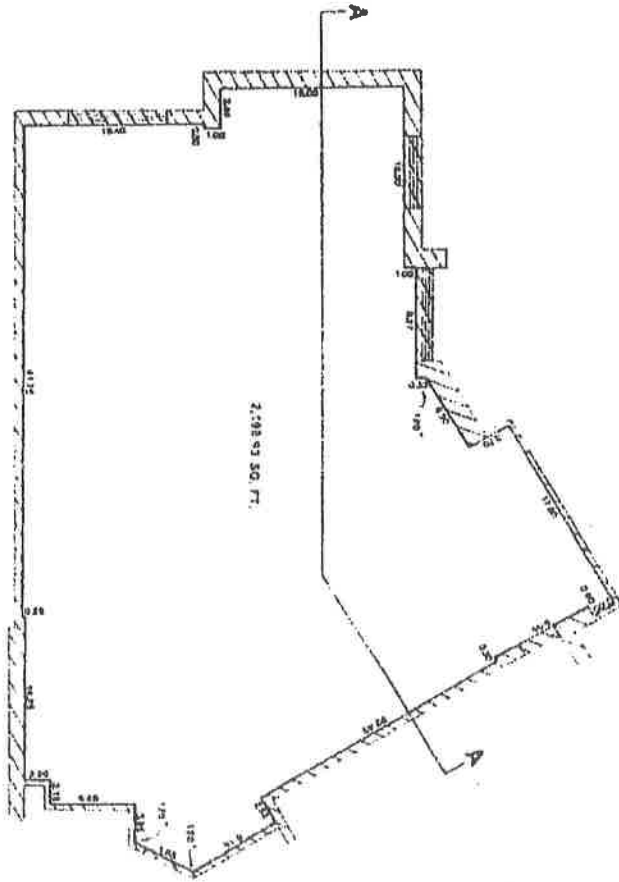
THE ENCLAVE

FLOOR PLAN HANDICAP UNIT

CHESAPEAKE COUNTY CITY OF NORFOLK MASONRY

DATE: 7-28-95	BY: [Signature]
SCALE: 1/4" = 1'-0"	PROJECT: [Blank]
NO. 14	DATE: [Blank]

UNIT 15694 PC 362



SCALE 1/4" = 1'-0"

2,198 SQ. FT.

-  ORIGINAL COMMON ELEMENT
-  LIMITS OF PROVISIONS
-  LIMITED COMMON ELEMENT



WILLIAM J. CHUBB, ARCHITECT
 LICENSE NO. 1059
 1015 S. GARDEN ST., LOS ANGELES, CALIF. 90024

ALL SHOWN CONFORM WITH 20 PERMITS AND/OR CITY ORDINANCES

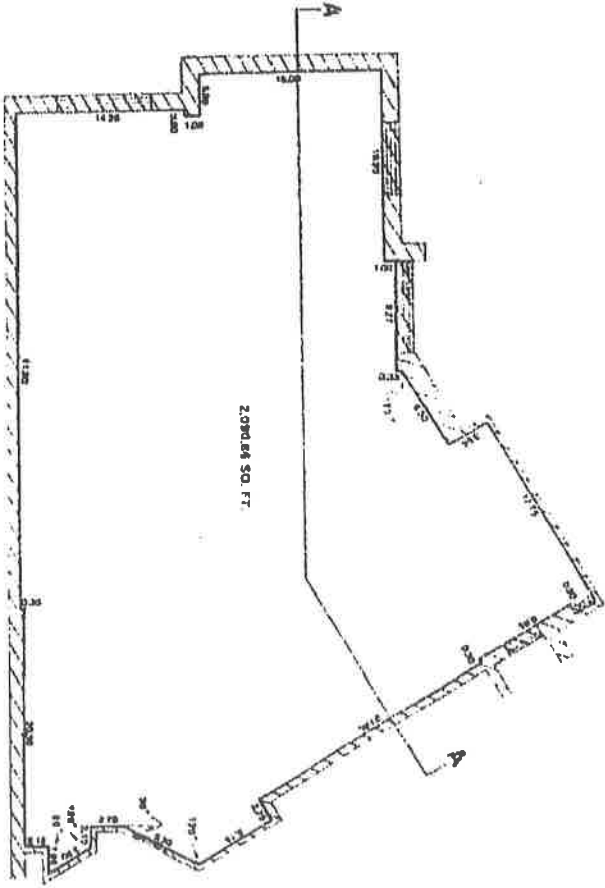
UNIT NO. 15694 PC 362

UNIT NO. 15694 PC 362

ALL THE IMPROVEMENTS SHOWN HEREIN ARE "AS BUILT"

THE ENCLAVE	
REVISED 7-28-92	
FLOOR PLAN	
MODIFIED UNIT	
ORLAND CLIENT	LOS AN
DATE: 7-28-92	15

156947363



SCALE 1/4" = 1'-0"

0 5 10 15 20 25

2,090.66 SQ. FT.

UNITED COMMUNITY ELEMENT

GENERAL CONTRACTOR

UNIT NO. 1118

WILLIAM S. CARLSON
REGISTERED LAND SURVEYOR
LICENSE NO. 1118

ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE

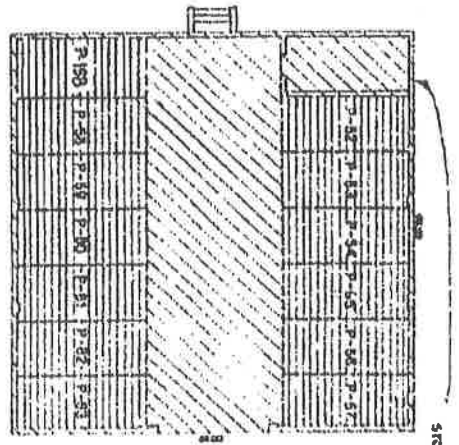
UNIT NO.
01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

OPPOSITE (INDICATE UNIT NO.)
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

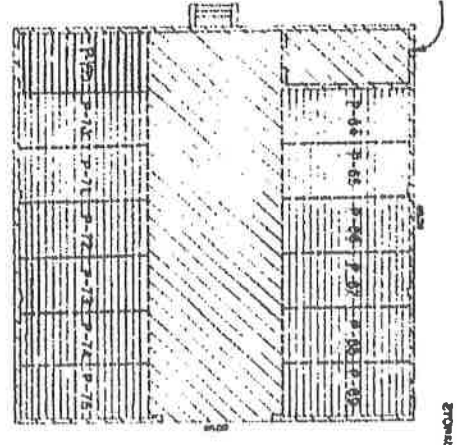
ALL THE DIMENSIONS SHOWN HEREON ARE "AS BUILT"

REVISED 7-26-95	
THE ENCLAVE	
FLOOR PLAN	
TYPICAL UNIT	
CLAY COUNTY	CITY OF KOKON
NO. 16	NO. 16

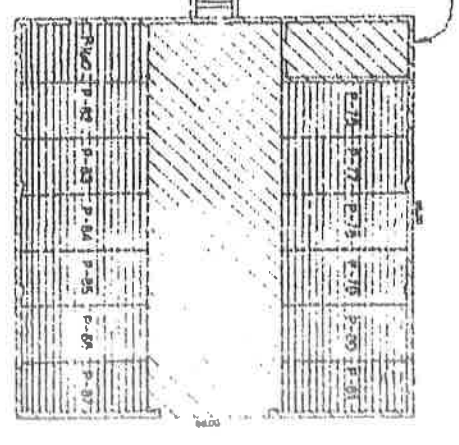
EXP 15694rc364



AUTO SHELTER NO. 1



AUTO SHELTER NO. 2



AUTO SHELTER NO. 3

SCALE: 1/8" = 1'-0"

GENERAL COMMON ELEMENT LIMITS OF OWNERSHIP
UNITED COMMON ELEMENT

ALL THE APPROPRIATIONS SHOWN HEREON ARE AS SHOWN



William D. Carson
WILLIAM D. CARSON
ARCHITECT
11128
LONDON, CALIF. 94030

THE ENCLAVE
LIMITED COMMON ELEMENT IN AUTO SHELTER

ONALAND COUNTY CITY OF YONA, MORGAN

2001 Contracting Services Inc.
1000 1st St. N.E.
Atlanta, GA 30309
Tel: 404-525-1111
Fax: 404-525-1112

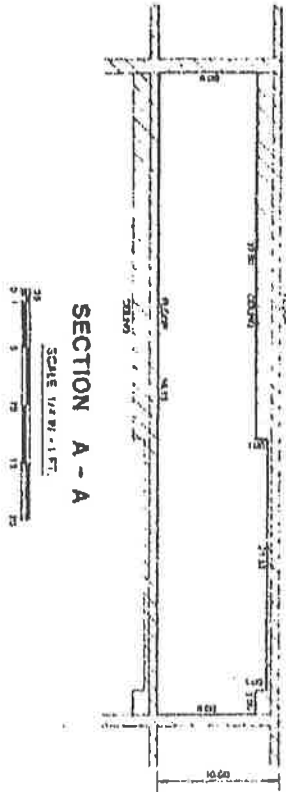
REVISION 7-22-95

DATE: 08-08-95

BY: 17

15694-365

UNIT NO. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



ALL THE DIMENSIONS SHOWN HEREON ARE AS BUILT.

LEGEND:
 [Hatched pattern] SPECIAL COMMON ELEMENT
 [Horizontal lines] PARTS OF COMMONS
 [Vertical lines] LIMITED COMMON ELEMENT

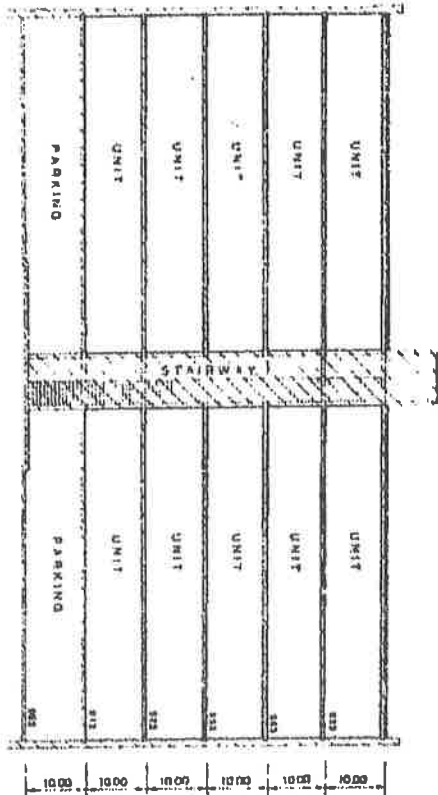


William O. Carlson
 WILLIAM O. CARLSON
 LICENSED LAND SURVEYOR
 LICENSE NO. 10718

SECTION A - A (SEE UNIT NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)

THE ENCLAVE REVISED 7-28-05	
UNIT CROSS SECTION	
COUNTY OF SAN DIEGO CITY OF SAN DIEGO LICENSE NO. 18	LICENSE NO. 18

156947366



SECTION B-B

SCALE: 1/4" = 1'-0"

ALL THE APPROVALS SHOWN HEREON ARE "AS BUILT"

GENERAL COMMON ELEMENT

 UNITS OF OWNERSHIP

 LIMITED COMMON ELEMENT



WILLIAM Q. CARLSON
 LICENSED LAND SURVEYOR
 LICENSE NO. 14119

BLDG. CROSS SECTION

THE ENCLAVE

REVISION 7-28-95

DRAWING BOARD CITY OF IOWA IOWA BOARD OF ARCHITECTS IOWA BOARD OF ENGINEERS IOWA BOARD OF LAND SURVEYORS IOWA BOARD OF PROFESSIONAL LANDSCAPERS IOWA BOARD OF PROFESSIONAL PLUMBERS IOWA BOARD OF PROFESSIONAL ELECTRICIANS IOWA BOARD OF PROFESSIONAL MECHANICAL ENGINEERS IOWA BOARD OF PROFESSIONAL CHEMISTS IOWA BOARD OF PROFESSIONAL CIVIL ENGINEERS IOWA BOARD OF PROFESSIONAL ELECTRICAL ENGINEERS IOWA BOARD OF PROFESSIONAL INDUSTRIAL ENGINEERS IOWA BOARD OF PROFESSIONAL MECHANICAL ENGINEERS IOWA BOARD OF PROFESSIONAL METALLURGICAL ENGINEERS IOWA BOARD OF PROFESSIONAL NURSING IOWA BOARD OF PROFESSIONAL OCCUPATIONAL THERAPISTS IOWA BOARD OF PROFESSIONAL OPTICIANS IOWA BOARD OF PROFESSIONAL OPTOMETRISTS IOWA BOARD OF PROFESSIONAL PHYSICIANS IOWA BOARD OF PROFESSIONAL SOCIAL WORKERS IOWA BOARD OF PROFESSIONAL VETERINARIANS IOWA BOARD OF PROFESSIONAL WRITERS IOWA BOARD OF PROFESSIONAL YOUTH COUNSELORS IOWA BOARD OF PROFESSIONAL ZOOLOGISTS	19
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**ARTICLES OF INCORPORATION
FOR THE ENCLAVE CONDOMINIUM ASSOCIATION**

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
<p>(FOR BUREAU USE ONLY)</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">FILED</p> <p style="text-align: center;">NOV 12 1985</p> <p style="text-align: center;">Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau</p>	<p>Date Received NOV 12 1985</p>
CORPORATION IDENTIFICATION NUMBER	732-578

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations

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

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

ARTICLE I

The name of the corporation is:
GLEN OAKS CONDOMINIUM ASSOCIATION

ARTICLE II

The purpose or purposes for which the corporation is organized are: To provide an entity pursuant to Act No. 59 of the Public Acts of 1978, as amended, hereinafter called the "Michigan Condominium Act" for the operation of condominium properties in the City of Novi, Oakland County, Michigan, and in furtherance thereof:

(continued on last page)

ARTICLE III

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

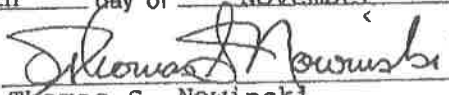
- If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is _____ . If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the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

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE II, continued:

- (a) To maintain, operate and manage the condominium buildings and improvements;
- (b) To levy and collect assessments from members to defray the costs, expenses and losses of the condominium;
- (c) To employ personnel and to contract for the maintenance, administration and management of the condominium, and to delegate to said persons such powers and duties as are necessary therefor;
- (d) To purchase insurance upon the condominium property and to collect and allocate the proceeds thereof;
- (e) To make and enforce reasonable regulations concerning the use of the condominium property in furtherance of the master deed and by-laws;
- (f) In general, to carry on any other business in connection with and incident to the foregoing purposes not forbidden, and with all the powers conferred upon non-profit corporations by the laws of the State of Michigan.

I (We), the incorporator(s) sign my (our) name(s) this 5th day of November, 1985.



 Thomas S. Nowinski

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

Name of person or organization remitting fees:

CLARK, KLEIN & BEAUMONT

Thomas S. Nowinski
 CLARK, KLEIN & BEAUMONT
 1600 First Federal Building
 Detroit, Michigan 48226

Preparer's name and business telephone number:

Timothy M. Koltun

(313) 962-6492

INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 162, P.A. of 1982. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
 Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982 by one or more persons for the purpose of forming a domestic nonprofit corporation.
4. **ARTICLE II** — The purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
5. **ARTICLE III** — Complete item III(1) or III(2) as appropriate, but not both.
6. **ARTICLE IV** — A post office box may not be designated as the street address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
7. **ARTICLE V** — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
8. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
9. This document must be signed in ink by each incorporator. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.
10. **FEES:** Filing fee \$10.00
 Franchise fee \$10.00
 Total fees (Make remittance payable to State of Michigan) \$20.00
11. Mail form and fee to:

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

**ARTICLES OF INCORPORATION
FOR THE ENCLAVE CONDOMINIUM ASSOCIATION**

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

Date Received	
OCT 02 1995	

(FOR BUREAU USE ONLY)

FILED

OCT 03 1995

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Name		
Timothy M. Koltun, Esq./ Clark, Klein & Beaumont, P.L.C.		
Address		
1600 First Federal Building, 1001 Woodward Avenue		
City	State	Zip Code
Detroit	Michigan	48226

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 264, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Glen Oaks Condominium Association	
2. The identification number assigned by the Bureau is:	7 3 2 - 5 7 8
3. The location of the registered office is:	
1600 First Federal Building	Detroit, Michigan 48226
(Street Address)	(City) (ZIP Code)

4. Article I of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is changed to:
The Enclave Condominium Association

54

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

a. The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19_____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19_____.

_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)
_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)

b. The foregoing amendment to the Articles of Incorporation was duly adopted on the 1st day of September, 19 95. The amendment: (check one of the following)

- was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.
- was duly adopted by the written consent of all directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.
- was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 1st day of September, 19 95

By 
(Only Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

Erwin Wagner
(Type or Print Name)

President
(Type or Print Title)

Michigan Department of Labor & Economic Growth

Filing Endorsement

***This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION
for
THE ENCLAVE CONDOMINIUM ASSOCIATION***

ID NUMBER: 732578

***received by facsimile transmission on June 10, 2008 is hereby endorsed
Filed on June 10, 2008 by the Administrator.***

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



***In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 10TH day
of June, 2008.***

A handwritten signature in black ink, appearing to read 'Andrew L. Metcalfe'.

, Director

Bureau of Commercial Services

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

Date Received		(FOR BUREAU USE ONLY)
Name Mark F. Makower, Esq.		EFFECTIVE DATE:
Address 38525 Woodward Ave, Suite 2000		
City Bloomfield Hills	State Michigan	
*Document will be returned to the name and address you enter above *		

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Profit and Nonprofit Corporations
 (Please read information and instructions on the last page)

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

1 The present name of the corporation is: **The Enclave Condominium Association**

2 The identification number assigned by the Bureau is:

732-578

3. The location of the registered office is:

41486 Wilcox Rd.
(Street Address)

Plymouth
(City)

Michigan 48170
(Zip Code)

4. New Articles VI, VII, and VIII are added as follows:

SEE ATTACHED ADDENDUM.

5. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19 _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19 _____

Four sets of signature and name lines for the amendment, each consisting of a line for the signature and a line for the type or print name.

6. (For profit corporations, and for nonprofit corporations whose articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 6th day of December, 2007 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- Three options for adoption: 1. at a meeting (checked), 2. by written consent of shareholders/members with notice, 3. by written consent of all shareholders/members.

Signed this 13th day of May, 2008

By [Signature] (Signature of President, Vice President, chairperson or vice-chairperson)

ROGER BRIEN (Type or Print Name)

President (Type or Print Title)

Article VI

Action Without Meeting

Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written vote of the members. Written votes shall be solicited in the same manner (with respect to notice) as provided in the Condominium Bylaws. Such 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 votes must be received in order to be counted. The form of written vote shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written vote shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of votes which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of written votes cast. Written votes may be cast in accordance with this paragraph by mail, hand delivery, electronically or by facsimile, as directed by the Association.

Article VII

Claims against Volunteers; Assumption of Volunteer Liability by the Corporation

Section 1. Claims against Volunteers. Under all circumstances except those listed in Sections 2.(a)-(e), below, no person or entity shall bring or maintain a claim for monetary damages against a volunteer director, volunteer officer, or other volunteer of the Association for a volunteer director, volunteer officer, or other volunteer's acts or omissions. Any such claim shall be brought and maintained against the Association.

Section 2. Assumption of Volunteer Liability. The Association shall assume, pay for, and undertake all obligations and liability for any and all acts or omissions of its volunteer directors, volunteer officers, or other volunteers, if all of the following are met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (b) The volunteer was acting in good faith.
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (d) The volunteer's conduct was not an intentional tort.
- (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

Article VIII

Indemnification

In addition to the provisions of Article VII, the Association may indemnify its volunteer directors, volunteer officers, volunteers, individuals, or persons in the following manner:

Section 1. Individuals. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal including all appeals (including an action, suit, or proceeding by or in the right of the Association), by reason of the fact that he is or was a Director, officer, or volunteer of the Association, against expenses (including attorneys' fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful, except that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

Section 2. Expenses. To the extent that a Director, officer, or volunteer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue, or matter therein, and indemnification is granted, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith and in any action, suit or proceeding brought to enforce the indemnification provided for herein.

Section 3. Determination of Right to Indemnification. Except in a situation governed by Section 2, any indemnification under Section 1 (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon determination that indemnification of the Director, officer, or volunteer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by a majority vote of Directors acting at a meeting at which a quorum consisting of Directors who were not parties to such action, suit, or proceeding is present, or (b) if such a quorum is not obtainable (or even if obtainable), and a majority of disinterested Directors so directs, by independent legal counsel (compensated by the Association), in a written opinion, or (c) if such a quorum is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action (such committee shall consist of not less than two (2) disinterested Directors), or (d) by the shareholders or members.

Section 4. Advance Payment of Expenses. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the director, officer, or volunteer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

Section 5. Rights Not Exclusive. The indemnification or advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled as a matter of law or under the Articles of Incorporation, these Bylaws, or any contractual agreement. However, the total amount of expenses for indemnification from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in this Article shall continue as to a person who has ceased to be a Director, officer, or volunteer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 6. Directors and Officers Liability Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, or volunteer of the Association, or is or was serving at the request of the Association as a unpaid, volunteer Director, officer, or volunteer of another corporation (whether non-profit or for profit), partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article or of the Michigan Non-Profit Corporation Act.

To the extent that any provision of this Article VIII conflicts with the provisions of Article VII, the provisions of Article VII shall be controlling.

RULES AND REGULATIONS