

ami Association Management, Inc.

47200 Van Dyke ■ Shelby Township, MI 48317 ■ (800) 821-8800 ■ (586) 739-6006 fax

WELCOME TO MAPLE FOREST

Dear New Resident,

By way of introduction, Association Management, Inc. is the managing agent for the MAPLE FOREST CONDOMINIUMS ASSOCIATION. We welcome you to your new home and are here to serve you should the need arise. As you become settled, you may have questions regarding the care and maintenance of the community. We recommend first that each resident reads and understands the governing documents for the Association. You should have received these documents, known as the Master Deed and Bylaws at your closing. These documents contain most all information necessary to define responsibilities, guidelines and procedures pertaining to all aspects of your home and the surrounding community. Enclosed you will find a copy of the Rules & Regulations. Please take time to review these, as they are most helpful in understanding the condominium concept of living you now enjoy.

Questions you may have regarding the maintenance of the common areas, maintenance to the exterior of your unit, or inquiries regarding your account status should be directed to AMI at 800-821-8800 during regular business hours, 9 AM to 5 PM Monday thru Friday. The phone line for AMI is also monitored after hours by a "live" answering service to handle emergency or off-hours calls. Work order request forms are available on-line at our website: www.amicondos.com. Please note: Prior to completing a request for service, refer to the enclosed responsibilities list to determine if your request is for an item that is defined by your governing documents as Association responsibility.

Enclosed you will find payment envelopes for your use in making your monthly assessment payments to the Association. Payments are due on the 1st of each month following the closing. Payments postmarked after the 5th will be assessed a service fee of \$25.00. Make checks payable to MAPLE FOREST. AMI offers the option of having your monthly assessment payments automatically deducted directly from your bank account; an enrollment form authorizing this ACH payment program is enclosed.

Also enclosed are Co-Owner Information and Designated Voter forms. The Co-Owner Information form provides the Association with necessary information to identify secondary contacts for your unit in the event of an emergency. Please complete these forms and return them to AMI at your earliest convenience.

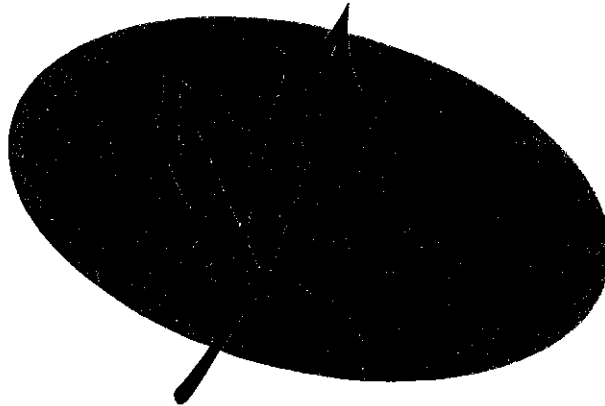
Association Management has been involved in the management of successful multi-family communities for over 35 years. I believe you will find our office personnel courteous and responsive to any questions you may have concerning the management of MAPLE FOREST. If you would like more information about our company, or if we can be of any assistance to you with regard to your Association, please do not hesitate to call as we are looking forward to making your community living experience at MAPLE FOREST enjoyable and rewarding.

Sincerely,
Noreen Nader
Community Manager
MAPLE FOREST CONDOMINIUMS ASSOCIATION

YOUR CURRENT MONTHLY ASSESSMENT FEE IS: \$ 260.⁰⁰ .

Maple Forest Condominium Association

JUNE
13, 2015



RULES & REGULATIONS

Supersedes all Previous Issues
Established as MF Document 101.0
Approved by the Board of Directors
Published April 28, 2008
Revised April, 27, 2015 (Changes from previous edition are underlined)

NOTE: This document is not intended to be a verbatim recitation of the Bylaws contained in the Master Deed but rather to provide an easy to read interpretation. Also included are subsequent policies established by various Board of Directors over the years to expand and/or enhance the frame work of the Bylaws. Together these directives form our Rules and Regulations document.

PREFACE

A condominium community is really like a small city. All of the components of a city are there; the Electorate (Co-owners), the City Council (Board of Directors), the hired City Manager (Management Company) etc.

Living in a condominium complex may take some adjustment due to the rules and regulations, especially if you are a first timer coming from a private home. However, such rules and regulations are intended to protect the rights of all residents equally, protect our shared property value and maintain an appealing place to call home. When you think about it we all share a common yard.

As a homeowner you have the right to privacy and the private use of your immediate areas (decks and patios) as well as common areas. Because this type of living requires some give and take you have the responsibility to respect the same rights of your neighbor.

While critics are never in short supply every organization needs people to serve in one capacity or another. Be involved by being part of the solution and serve on a committee or run for a seat on the Board of Directors. A proactive co-owner can gain insight and understanding of what it takes to make condominium living work and affords them direct input to make change.

Your purchase of a unit at Maple Forest mandates that you are bound by the Master Deed, By-Laws and Rules and Regulations of this community and that you as a co-owner or renter resident have acquainted each member of the household with these documents. Violations of these directives could result in penalties as established by the Board of Directors.

Hopefully this document will help you in understanding the simple guidelines to living in our community.

Appreciation,

Cooperation

& Understanding

Builds a Desirable Community

Maple Forest Condominium Rules and Regulations

(Supersedes all previously published issues)

Co-owners need to be knowledgeable about the two kinds of Common Elements, the General and Limited (land next to and around your unit), to better understand how restrictions and responsibilities apply.

Limited Common Elements:

The Limited Common Elements immediately surround the co-owners unit and are for their exclusive use. Examples are driveways (less adjoining parking aprons), walkways to porches, patios next to a door wall, decks and areas behind the units identified as "PA" in the Master Deed.

Limited Common Elements Repair/Maintenance:

While some Limited Common areas are the responsibility of the Association, others are not. Some areas of co-owner responsibility are decks, patios, garage doors and openers, air conditioning units, windows, door-walls, doors and all co-owner planted shrubs and flowers. Please refer to the Associations "Maintenance, Repair and Replacement Guidelines with Matrix" or the Master Deed & Bylaws for additional information.

General Common Elements:

All other areas within Maple Forest are General Common Elements. This includes the exterior of buildings, landscaping (lawns, trees, shrubs and their beds), roads, parking pads and aprons. Co-owners have absolutely no authority to alter, move or remove anything from any General Common Element.

BOARD of DIRECTOR APPROVAL

Changes, alterations or additions to the exterior of your unit or to the grounds surrounding it (General and Limited Common Elements) must not be made without first receiving BOD approval in writing.

Request letters (include drawings, if applicable) are to be sent to our management company for review to ensure all needed information is provided before forwarding to the Board of Directors for review.

Your board would like to approve every request; however, it is the board's duty to ensure each request complies with our Association's Master Deed, Bylaws and published Rules and Regulations in affect at the time of the request, before it can be considered for approval. Turn around time for processing your request is normally within 15 days of receipt via email.

ASSOCIATION ANNUAL ASSESSMENT

Due Date

The annual assessment, which is to be paid in twelve (12) equal monthly payments is due on the first (1st) of each month and is considered late if postmarked after the fifth (5th) of the month.

Application of Payments

All payments are first applied to fines, late charges, collection charges, attorney fees etc. and then to the assessment. Therefore, any payment received that is not payment of the current charges in full, will result in a balance due the association in assessments and a late charge.

Delinquent Assessment Policy

After a co-owner becomes three months delinquent with the monthly assessment payment the property manager is to notify the attorney for the association. Upon receipt of the property managers notification the attorney will begin the lien process. Prior to the actual filing the lien the attorney will send out a notice of acceleration of the annual assessment with initial demand for payment. See the Bylaws section of the Master Deed for specific details.

AWNING INSTALLATION

As of 2006 the Board of Directors has begun approving the installation of retractable awnings over decks in reply to several owners requesting an awning because their deck use was limited due to extreme sun exposure. To obtain an approval for the installation you are asked to request a copy of Maple Forest Rules and Regulation DOCUMENT 101.4 RETRACTABLE AWNING INSTALLATION GUIDELINES from the management company. This document outlines what needs to be done to obtain board approval and stresses the co-owner responsibility to have the awning removed and reinstalled, at their expense, for such things as exterior painting and maintenance work (etc) of the unit. A thorough review of this document is encouraged before signing with a contractor.

BIRD FEEDERS

Up to two bird feeders, either hung from your unit or on poles, may be placed on the general common elements but only if placed inside an established garden bed, bush or tree area. They may not be placed on or extend into any lawn area. Feeders should not be hung so low as to interfere with the landscapers cutting the grass. Should this become a problem they will have to be removed. Seedlings must be cleaned out of the beds at least twice weekly to deter rodents.

Please note that not more than a combination of four hanging items can be installed per unit (i.e.: hanging plants, wind chimes and bird feeders). Also, the co-owner is responsible for their removal and reinstallation during general maintenance and painting of the unit exterior. No fasteners of any kind shall be attached to the lap board or sheet siding; trim board attachment is acceptable.

DECK CONSTRUCTION OR REBUILD

Should you desire to build a deck onto your unit or rebuild an older deck in disrepair you must first know that this action requires the submission of a written request to the board along with detailed drawings. Specifics that must be followed for approval, building and/or rebuilding a deck can be found by calling the management company and requesting Maple Forest Rules and Regulations DOCUMENT 101.2 DECK CONSTRUCTION / REPLACEMENT GUIDELINES

DECK MAINTENANCE

It is the co-owners responsibility to maintain both the structural condition and appearance of the entire deck unit. It is expected that rotten wood will be replaced and that cleaning and refinishing will be done as often as necessary to maintain safety and the aesthetic appearance of the deck and subsequently our community. The Board of Directors will take an active role in notifying co-owners of any negligence in this area. A written notice and a timeline in which to be compliant will be issued when necessary.

When prepping, cleaning and staining your deck care must be taken to cover all building surfaces, shrubs and lawn areas to avoid damage to the Common Elements and adjacent units. Co-owners will be responsible for any damage resulting from carelessness. Caution should be taken if cleaning is done by power washing. Soft wood graining like cedar can be eroded or damaged.

Deck finishes must be clear or light to medium wood tone and be can be semi-transparent or solid color deck stain. Due to the preservatives in some pressure treated wood the only product that will cover dark spots left after cleaning is solid color stain. Under no circumstances are decks to be painted.

Note: Storage under decks is prohibited and the area under decks shall be kept free of leaves and debris. Screening to prevent animal access requires BOD approval.

FLAGS

One 3 ft. by 5 ft.(max) United States Flag may be installed using a building bracket on the outside of the co-owners unit. In place of the U.S. flag, one temporary flag or banner representing a nation, country, college, university or sports team, or any other flag deemed appropriate by the Association may be placed on the same pole and bracket. Upon removal of any bracket the co-owner will restore the area to its original condition at the co-owners expense.

While we encourage the display of our countries flag we ask that you exhibit it properly and that you replace it when it becomes extremely faded and/or tattered.

Note: All flags and/or banners of any kind that become unsightly must be removed.

GARAGE DOORS

Maintenance (except for painting), repair (including rust) and replacement of garage doors and openers are the responsibility of the co-owner. When not entering / leaving or working in or near the garage the door should be kept closed. A raised door (approx. 1 ft) is acceptable for ventilation purposes.

GARAGE and ESTATE SALES

Garage Sales are PROHIBITED; however, Estate Sales are allowed under very specific circumstances. The criteria for such a sale are when the last co-owner of record (per city tax rolls) leaves the residence due to death or nursing home/assisted living admission. Conditions under which a Estate Sale may be held are as follows: (1) Advance Board of Director approval is required. (2) A city permit must be obtained and posted on the unit. (3) Sale must not exceed a max of three days. (4) Whether sale is held by a private firm or the family a person must be provided to ensure proper parking during all hours of the sale. (5) At no time will the moving in of goods from another location, to be included in the sale, be tolerated. The sale is for the contents of that unit only.

HOLIDAY DECORATIONS

Decorations not exceeding six feet in height (including religious) may be displayed on the general common (lawn) areas during the months when the lawn is not being cut and watered, from four weeks prior, to two weeks after the specific holiday. Inflatable decorations of any kind or strictly PROHIBITED.

Decorations may be hung or attached to the unit's exterior using hooks or hangers that are not permanently installed. Also, decorations may not be placed or attached to the roof of any unit. At no time should electrical lines or extension cords be placed across drives or sidewalks.

Removal of all decorations must occur within two weeks (weather permitting) of the specific holiday. The co-owner will be financially responsible for any building and common element damage resulting from the installation or removal of decorations.

INSURANCE

Please refer to the Bylaws section of your Master Deed (Article IV, Page 7 -8) which explains the specifics on the split of responsibility between the Association's policy and that of the co-owner. While most insurance agents are familiar with "condo insurance", it is suggested that a copy of that section of the Bylaws be provided to your agent to insure you have ample coverage. It is suggested that co-owners consider "loss assessment" protection and discuss with their agent.

LANDSCAPING

Shrubs & Trees

Existing shrubs or trees may not be moved or removed without written approval from the Association. Requests for additional shrubs or trees, at co-owner's expense, must also be submitted for approval. If an approved request is for the planting of a tree or shrub in a limited common area then the co-owner assumes responsibility for ongoing care. If the planting is to be in a general common area then the Association will assume maintenance. Replacement of shrubs and trees will be at the discretion of the Board of Directors.

Flower Boxes and Pots

Freestanding flower boxes may be placed on either side of the garage door and on porches (so as not to create a tripping hazard), patios and decks. The color of all such containers shall be consistent with the overall aesthetic appearance of the unit; preferably black, grey, brown or beige. Flower boxes are not allowed on brick sills due to the water deterioration of mortar joints. Those placed among shrubs must contain living flowers and be removed from the areas when not in use.

Flowers

Flowers, up to a mature height of 36 inches, may be planted in areas adjoining your unit that have been established as a tree or shrub area. You are not permitted to expand into any area where sod is present without BOD approval. Per our Bylaws, artificial flowers are prohibited.

You will be responsible for the weeding of any area in which you plant flowers. Further, it is at the discretion of the landscapers as to whether they trim shrubs crowded by flowers. If the landscapers choose not to trim shrubs then the co-owner is responsible for trimming and to insure they are consistent in size and shape with the rest of the community.

If you do not have a deck the Association will consider requests for flower plantings in the limited common area designated as patio area (PA) on exhibits in the Master Deed. The co-owner will then be responsible for the maintenance of this area.

Hanging Plants and Wind Chimes

Hanging plants and wind chimes may be hung on the outside of the unit; however, you should be aware that no more than FOUR hanging items can be installed per unit, bird feeders included. As with all hanging items they must not interfere with the landscapers and should they be in the way of maintenance workers or painters they must be removed at the co-owners expense.

Edging Materials

Flower bed edging may be used around established beds adjacent to the unit's foundation. The material used can be dark colored heavy grade edging material (sold in rolls) or man-made/natural stone or any other BOD approved product. The height of edging must not exceed six inches above the dirt level at the lawn edge. Be advised that neither the association nor the landscapers are responsible for damage to the edging so it is advised that a strong heavy duty material be used.

Note: Edging is not allowed around tree beds that are located in the General Common Element.

Solar Accent Lights

These lights may NEVER be placed in lawn areas or anywhere that interferes with landscaping contractors. When placed along walks they must be in flower or shrub beds. These lights must be maintained in good working order and when they become nonfunctioning they must be removed or replaced.

Statues and Ornaments

Up to two concrete, pottery, metal or stone statues or ornaments, not exceeding 36 inches in height, may be placed in established garden and shrub areas. Upon removal, areas involved must be restored to their original condition at the co-owner's expense. Wood or plastic novelty items are prohibited.

Rocks and Boulders

Natural items such as rocks and boulders may be placed on the common elements with Association approval.

Wetlands

The wetlands contained within Maple Forest are not to be disturbed. We are not permitted to place anything in these areas or to remove anything from the area.

LIGHT BULBS

It is important to the security and safety of our community that exterior light bulbs, especially those on either side of the garage door, be replaced as soon as they burn out. These lights are on continuously during dark hours and provide our communities only exterior illumination.

Replacement of all exterior bulbs (garage and front and rear entrances) is the co-owners responsibility. For the purpose of continuity, safety and security we ask that the garage lights be replaced with the same spiral shaped CFL fluorescent bulb (Soft White) currently in your fixture. These new bulbs, which cost a little more, provide the light equivalent of a 60 – 75 Watt standard bulb; outlast a standard bulb many times over and save energy.

PAINTING

Painting any part of the exterior of your unit requires prior Association approval. This includes any and all painting deemed to be minor or touch-up work. Upon request the Association can advise the co-owner as to the brand and type of stain and paint being currently applied to the buildings. The designated brand, color and type must be used. Painting and/or carpeting concrete porches or patios is prohibited.

PARKING

Parking pads around the community are provided for visitor parking and for the temporary parking of a co-owner's vehicle. Co-owners or renters should not use these pads for their regular or overnight parking. Visitors who will be staying for an extended period of time (more than one week) should park their vehicle in their host's driveway.

Note: During winter months driveways with parked vehicles will not be plowed. To avoid damage to the parked vehicle and/or property plowing cannot be done on one side of the drive. Plowing will be completed when they are back in the area.

PETS

No animals except one dog or one cat shall be maintained by any co-owner. Outside cats or dogs are prohibited.

All pets must be attended to by a responsible person and restrained by a hand held leash when outside. Pets may not be secured with a leash, rope or chain to a unit, porch, deck or tree and left unattended. It is the responsibility of each pet owner to immediately pick up any pet droppings. Violations will be met with a warning and then fines if continued.

Owners of a pet that continuously disturbs other co-owners will be required to find the pet accommodations outside of the Maple Forest community.

RENTING YOUR UNIT

Per our recently revised Bylaws we cannot exceed 10 rental units. Should you decide to rent or lease your unit you must notify the BOD prior to presenting a lease agreement to a potential tenant. There is specific language that must be included in your lease document and specific items you as the landlord must thoroughly understand. When you notify the Association of your intent to lease please request a copy of Maple Forest Rules and Regulation DOCUMENT 101.1 LEASING GUIDELINES

RADON TESTING & MITIGATION

The Environmental Protection Agency (EPA) has established guidelines for tolerable levels of this substance and should be consulted if you are considering testing for radon presence in your unit. Please be aware that it is the co-owner's responsibility to pay for any pre-mitigation or post mitigation testing to determine radon levels. If test results indicate that the radon level exceeds tolerable levels the Association will either pay for or reimburse the co-owner for mitigation only if all of the following requirements are met.

Mitigation (reduction) Requirements:

- 1) If the co-owner does testing, equipment must show "Meets EPA Requirements" on package.
- 2) There is a min of two pre-tests of at least 48 hrs each in duration and at least a week apart.
- 3) The results of the average of all tests are above EPA recommended levels.
- 4) Three quotes from certified EPA contractors are received for the cost of mitigation.
- 5) Quotes must contain language that their warranties are transferable to future owners.
- 6) All test results and quotes for mitigation must be forwarded to our property management company who will submit them to the Board of Directors for review.
- 7) The Board of Directors shall determine which mitigation method and which contractor will be used.

Note: It may require up to one month in order for the Board of Directors to make a determination. No work is to be started without prior Board written approval. All paperwork from pre and post testing as well as quotes and invoices are to be forwarded to our property management company.

SATELLITE DISHES

As with any addition to the outside of your unit the installation of a Satellite Dish requires prior association approval. Before contracting with a service provider submit a request in writing via the management company. At the same time request a copy of Maple Forest Rules and Regulations DOCUMENT 101.3 SATELLITE INSTALLATION GUIDELINES so that you may review this document with your service provider. All specifics needed for installation and understanding your level of responsibility are detailed in this document. Of surprise to most is that installation of a dish on a building is prohibited nor are multiple dishes allowed.

SELLING YOUR UNIT

There are several things you need to know before proceeding with the sale of your unit. Review of our Bylaws (in the Master Deed) by you is recommended. Please inform the BOD and management company prior to putting your unit on the market.

SIGNS

No signs are allowed to be displayed within the common elements of the association or in any unit so as to be seen from the common elements of the association, including vehicle For Sale signs, except as defined below:

Co-owners will now be allowed to display two "For Sale" signs inside the unit in a window on two different sides. The signs shall be restricted to approximately 18" X 24". Under no circumstances are "For Sale" signs allowed outside the unit or in the lawn area except during the hours of an Open House event. In addition, during an Open House added signs are allowed at the two entrances and for directional purposes within the complex.

SPRINKLER SYSTEM

The sprinkler system is laid out in multiple zones and at no time should it be adjusted in any manner by co-owners. The annual maintenance of this system is costly and co-owners are asked to be very careful and avoid driving over sprinkler heads at the corners of the driveway when entering and leaving. Continued disregard by cutting the corners with your vehicle could result in board action starting with a warning letter than followed by a fine if warnings are ignored. As with all requests for repair or adjustment a call to the property management company is all that is required.

Lawn and flower bed watering with a sprinkler or soaker hose is PROHIBITED.

TRASH COLLECTION

Trash is picked up each Wednesday and should not be placed at the curb prior to 5 P.M. the day before pick-up (this is also a city ordinance). In the event of a holiday falling on Mon, Tues or Wed then pickup is delayed one day. A sign will be placed at each entrance alerting you if the date changes.

To reduce litter caused by wind you are asked to ensure your trash bags and containers are heavy enough and that your recycle bin does not have loose papers on top. To reduce litter caused by animals you are asked to wait until morning before putting out your trash or use a container with a tight fitting lid if putting it out the night before.

Note:

During the summer months place all trash containers on the driveway and during the winter months place all trash on the lawn areas. This accommodates the landscapers and snowplows respectively.

VEHICLES

The following vehicles are not allowed to be parked or stored upon the condominium premises.

- 1) Camping vehicles or camping trailers
- 2) Commercial** vehicles
- 3) Boats or boat trailers
- 4) House trailers
- 5) Snowmobiles or snowmobile trailers

VEHICLES (Continued)

- 6) All terrain vehicles
- 7) Inoperative vehicles and vehicles without license plates or with expired license plates.
- 8) And, vehicles, other than automobiles or vehicles used primarily for general personal transportation.

**** Commercial Vehicles**, for the purpose of these Rules and Regulations, is defined to include vehicles or trucks with a curb weight of more than 10,000 pounds, or with more than two axles, 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, storage racks, ladder or material racks, vises, snow blades, tanks, spreaders, storage bins or containers, vices commercial towing equipment or similar items. For purposes of this section, small passenger vans, SUV's and pick-up trucks shall not be considered commercial vehicles provided they do not fit the above definition in any respect, and provided the same are used as a Co-owner's primary means of personal transportation.

WINDOW & DOOR-WALL REPLACEMENT & REPAIR

Window and door-wall repair and replacement is the responsibility of the co-owner. Should you desire to replace your present windows and door-wall you must submit a request for board approval. Specific criteria that must be met can be found by requesting a copy of the Maple Forest Rules and Regulations DOCUMENT 101.5 WINDOW & DOOR-WALL REPLACEMENT & REPAIR GUIDELINES from the management company.

WINTER DEPARTURE

If you, like many of our residents, depart to warmer climates for the winter you are asked to provide the management company with the name, address and phone number of a local person who will have a key to your unit. This information is crucial in the event of an emergency that necessitates entering your unit. Damage resulting from the lawful entry during an emergency will be the co-owners responsibility.

Additionally, you should consider having someone check the inside of your unit periodically or installing a device that will alert a neighbor of a furnace failure. Such a device can start a light bulb blinking if the temperature drops too low inside your unit. If you elect to have a security alarm system installed that is managed by an alarm company, be advised that no alarm generating a noise may be installed on the exterior of the building.

WINTER PREPARATION

Water

Your outside water faucets (including the one inside your garage) should be turned off from inside your unit with the outside faucets left open. If water continues to run from the faucet outside after shutting it off inside then you have a problem with the inside shut off and should consult a plumber. This is a good time to be sure that no faucets are leaking or toilets running; both waste water which in turn is costly to the Association which is ultimately you as a co-owner.

Storage of Patio/Deck Furniture, Barbeques and Hoses

Deck and patio furniture should be put inside for the winter or appropriately covered. Covering, if used, shall be "fitted" and in neutral earth tones including but not limited to black, white and clear. Barbeques are allowed out all year for co-owner use. Garden hoses must be stored inside.

Note: Tarps of any kind and storage under decks is prohibited.

RESPONSIBILITY MATRIX

The following three pages are a guide to maintenance responsibilities for various elements of the condominium units, common elements and limited common elements. This document was published 2-14-02 and became a board adopted policy joining other controlling documents like the Master Deed, Bylaws and the Rules and Regulations which collectively govern our complex.

IN SUMMATION

It is your responsibility to familiarize yourself not only with these Rules and Regulations but also the Bylaws contained in your Master Deed. If there is something you wish to do on the outside of your unit and it is not addressed here or in the Bylaws then contact the management company office and ask to be added to the agenda of the next board meeting so that you may address the Board of Directors directly.

MAPLE FOREST COMPLEX

#	ITEM	OWNER	ASSOC.	COMMENTS
1	Air Conditioner	X		
	Compressor	X		
	Fan	X		
2	Animal Removal	X if inside unit	X if inside the wall	Animal within the chimney vent stacks, bathroom vent stacks or dryer vents are a owner responsibility
3	Appliances			
	Dishwasher	X		
	Stove	X		
	Refrigerator	X		
	Washer/Dryer	X		
	Door Vent	X		
4	Basement			
	Cracks		X	
	Drainage		X	
	Leaks		X	
5	Cabinets and Shelves	X		
6	Chimney (Fireplace)			
	Liner	X		
	Cap Cracks		X	
	Fireplace Flue	X		
	Leaks on roof		X	
7	Deck			
	Lights	X		
	Snow Removal	X		
	Structure	X		Including animal removal
	Staining	X		Board approved stain
8	Doors - exterior	X		Board approved color
	Knob/Lock mechanism	X		
	Frame	X		
	Inside surfaces	X		
	Locksets	X		
	Threshold	X		
	Outside surfaces	X		
	Storm Doors	X		Trace 106 with brass kick plate in beige
9	Doors - interior	X		
10	Electrical			
	Bulbs, porch & garage & garage lights	X		
	Circuit breakers	X		
	Doorbell	X		
	Fixtures - interior	X		
	Porch/Garage lights - fixture		X	
	Curtains & Switches - interior	X		

#	ITEM	OWNER	ASSOC.	COMMENTS
	Outlet - exterior	X		
	Security lights - additional	X		With Board approval
11	Floors			
	Coverings	X		
	Subfloor	X		
12	Furnace			
	Stacks & flue	X		
13	Garages			
	Door Opener, door hardware	X		
	Exterior light fixture	X		
	Floor		X	
	Lock	X		
	Weather stripping	X		
14	Insect infestation		X	Services presently available subject to change
15	Lawn & Grounds			
	Common Areas		X	
	Tree, Shrub Trimming		X	
16	Patio			
	Light fixture		X	
	Repairs	X		
	Snow Removal	X		
17	Plumbing			
	Disposal	X		
	Drain Clogging	X		
	Leaks - Faucet, fixture	X		
	Leaks - Inside walls		X	
	Malfunction - fixture	X		
	Malfunction - Pipe (in walls)		X	
	Outside Faucet	X		Including leaks and freeze damage
	Bewer Backup		X	
	Bewer Backup Damage	X		Check with your insurance carrier for coverage
	Sump Pump		X	
	Damage from failed sump	X		
	Toilet	X		
	Shower Pan	X		
	Underground Pipes		X	
	Water meters/Bills		X	
18	Porch			
	Light fixture		X	
	Light Bulbs	X		
	Railings		X	Except where co-owner installed
	Repairs		X	
	Snow Removal		X	
19	Roof & Downspouts		X	
20	Sidewalks		X	
21	Smoke Detectors	X		

Maple Forest Condominium Association

JUNE 13, 2015



MASTER DEED & BYLAWS

Supersedes all previous editions

Registered with Oakland County, MI February 2, 2015

Master Deed: Pgs 1-8

Exhibit A: Pgs 1- 29

Exhibit B: Site Drawings (Not included due to no change from original publication; affix previously issued Site Drawings to this legal document.

Note: This document must be transferred to new owners at closing.

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2015 FEB -3 PM 12: 23

21957
LIBER 47840 PAGE 618
\$118.00 MISC RECORDING
\$4.00 REMONUMENTATION
02/04/2015 01:53:05 P.M. RECEIPT# 14485
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

**FIRST AMENDMENT TO THE CONSOLIDATING MASTER DEED
MAPLE FOREST CONDOMINIUMS**

This First Amendment to Consolidating Master Deed ("Master Deed") is made and executed on this 20th day of January, 2015, by MAPLE FOREST CONDOMINIUM ASSOCIATION, A Michigan non-profit corporation, hereinafter referred to as "Association".

WHEREAS, the Association desires to amend its governing documents by the recording of this First Amendment to Consolidating Master Deed, together with the Condominium Bylaws attached hereto as Exhibit "A" which is hereby incorporated by reference and made a part hereof regarding the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto which was previously established as a residential Condominium Project under the provisions of the Act, by the recording of a Master Deed together with the Bylaws and the condominium Subdivision Plan attached thereto as Exhibit B, in Liber 12771, Pages 579 through 636; First Amendment to the Master Deed recorded in Liber 13121, Pages 883 through 898; Second Amendment to the Master Deed recorded in Liber 13313, Pages 561 through 570; Third Amendment to the Master Deed recorded in Liber 13774, Pages 254 through 263; Fourth Amendment to the Master Deed recorded in Liber 14211, Pages 88 through 94; Fifth Amendment to the Master Deed recorded in Liber 14539, Pages 466 through 476; Sixth Amendment to the Master Deed recorded in Liber 15233, Pages 313 through 322; Seventh Amendment to the Master Deed recorded in Liber 15680, Pages 323 through 332; Eighth Amendment to the Master Deed recorded in Liber 16521, Pages 124 through 131; Ninth Amendment to the Master Deed recorded in Liber 17075, Pages 579 through 586; Tenth Amendment to the Master Deed recorded in Liber 17805, Pages 775 through 777; Eleventh Amendment to the Master Deed recorded in Liber 18912, Pages 469 through 471; and Consolidating Master Deed recorded in Liber 32436, Pages 443 through 514, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 772, established the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act; and

WHEREAS, amendments to the Consolidating Master Deed and the Condominium Bylaws (Exhibit A to the Consolidating Master Deed) were duly proposed and approved by the requisite majority of co-owners and mortgagees entitled to vote thereon in accordance with Article IX of the Consolidating Master Deed;

NOW, THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Maple Forest Condominiums as a Condominium Project under the Act and does declare that Maple Forest Condominiums (hereinafter referred to as the "Condominium", the "Project" or the "Condominium Project"), shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to

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the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this master deed and Exhibits "A" and "B" hereto, all of which shall be deemed to bind and run with the land and shall continue to be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The condominium Project shall be known as Maple Forest Condominiums, Oakland County Condominium Subdivision Plan No. 772. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B to the Master Deed. Each building contains individual Units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other Co-owners the common Elements of the Condominium Project as are designated by the Consolidating Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the condominium project by this Master Deed is particularly described as follows:

Part of the Northeast 1/4 of Section 32 T.2N., R.8E., City of Wixom, Oakland County, Michigan, described as: commencing at the North 1/4 corner of said Section; thence S. 00 deg. 10 min 26 sec W., along the North-South 1/4 line of said Section, 990.05 ft. to the POINT OF BEGINNING; thence S. 89 deg 15 min 46 sec E. 1321.92 ft.; thence S. 00 deg 19 min 58 sec W. 618.59 ft. to the Northerly 60 ft. right of way line of West Maple Road (120 ft. wide right of way); thence along a Curve to the left, along said right of way, radius of 1921.05. ft., arc distance of 192.31 ft., through a central angle of 05 deg 44 min 08 sec, chord bearing S. 83 deg 35 min 05 sec W. 192.23 ft. to a point of tangency; thence S. 80 deg 43 min 01 sec W., along said right of way, 1144. 74 ft.; thence N. 00 deg 10 min 26 sec E. 841.73 ft. to the POINT OF BEGINNING, containing 22.008 acres, subject to the rights of the public or any governmental unit in any part thereof taken; used or deeded for street, road or highway purposes, also subject to easements and restrictions of record, if any.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibit "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not

limitation, the Articles of Incorporation and Condominium Bylaws and Rules and Regulations of Maple Forest Condominiums Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interest in Maple Forest, as a condominium, Wherever used in such documents or any other pertinent instruments, terms set forth below shall be defined as follows:

(A) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(B) "Association" shall mean the nonprofit corporation organized under Michigan law of which all co-owners shall be members and which corporation shall administer, operate, manage and maintain the condominium. 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 the laws of the State of Michigan.

(C) "Condominium Bylaws" means Exhibit "A" hereto, being the bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 3(4) of the Act to be recorded as part of the Master Deed and in accordance with the Michigan Non-profit Corporations Act.

(D) "Condominium Unit" or "Unit" each means that enclosed portion of the condominium project designed and intended for separate ownership and residential use and as may be more fully described in Exhibit "B" hereto.

(E) "Condominium Documents" means this Master Deed, together with Exhibit "A" and "B" hereto, required to be recorded pursuant to the Act, and any instrument referred to in this Master Deed or Bylaws which affect the rights and obligations of a co-owner in the condominium.

(F) "Condominium project", "condominium" or "project" means Maple Forest as a condominium project established in conformity with the provisions of the Act by the condominium documents.

(G) "Condominium Subdivision Plan" means the site, survey, utility, and floor plans showing the size, location, area and horizontal boundaries of each unit as well as all existing and proposed structures and improvements, including the location thereof on the land, and as is attached to the Master Deed as Exhibit "B".

(H) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, either singularly or jointly in combination with one of the above, a condominium unit within Maple Forest. The term "Owner" wherever used, shall be synonymous with the term "Co-owner".

(I) "Common Elements" means the portions of the condominium project other than the condominium units and where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

(J) "General Common Elements" means the common elements other than the limited common elements.

(K) "Limited Common Elements" means a portion of the common elements reserved for the exclusive use of less than all of the co-owners and, usually, for the use of the co-owner whose unit is adjacent to said limited common elements.

(L) "Developer" means West Maple Forest, Inc., which made and executed the initial Master Deed, and its successors and assigns.

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 be also included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

The common elements of Maple Forest are described in Exhibit "B" attached hereto; said common elements and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:

- (1) The land described in Article II hereof, including the roads and sidewalks not otherwise designated as limited common elements.
- (2) The electrical wiring network throughout the project, including that contained within unit walls up to the point of connection with electric fixtures, plugs and switches within any unit.
- (3) The telephone wiring network throughout the project, including that contained within unit walls, up to the point of entry to any unit.
- (4) The gas line network throughout the project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit.
- (5) The plumbing network and water supply system throughout the project, including that contained within unit walls up to the point of connection with the shut off valves within any unit.
- (6) The sanitary sewer system, and storm drainage system throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit.
- (7) The foundations, supporting columns, unit perimeter walls (excluding windows and doors therein), roofs, ceilings, floor construction between unit levels, and chimneys.
- (8) Any and all beneficial easements retained for or on behalf of the co-owners of Maple Forest.
- (9) Such other elements of the condominium project not herein designated as general or limited common elements which are not enclosed in the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

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

- (1) Patios and Decks. Each individual patio and/or deck, if any, in the Project is restricted in use to the Co-owner of the unit which opens into such patio and/or deck as shown on Exhibit B hereto.
- (2) Porches. Each individual porch in the Project is restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B hereto.
- (3) Garages and Driveways. Each garage and adjacent driveway shall be appurtenant as a Limited Common Element to the unit to which the number of the garage and

driveway corresponds as shown on Exhibit B hereto.

(4) **Garage Doors and Openers.** The garage door and electric garage door opener for each garage having the same shall be limited in use to the Co-owner of the Unit to which such garage is appurtenant as a Limited Common Element.

(5) **Air-Conditioner compressors.** Each air-conditioner compressor, if any, located outside any building shall be limited in use to the Co-owner of the Unit which such compressor services.

(6) **Interior Surfaces.** The interior surfaces of unit perimeter walls, ceiling and floors contained within a unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(7) **Windows and Doors.** Windows and doors shall be appurtenant as Limited Common Elements to the Units which they service.

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

(1) **Garage Doors and Openers.** The costs of maintenance, repair and replacement of each garage door and electric garage door opener referred to in Section B(4) above shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.

(2) **Air-Conditioner Compressors.** The costs of maintenance, repair and replacement of each air-conditioner compressor, if any, referred to in Section B(5) above shall be borne by the Co-owner of the unit to which such air-conditioner compressor is appurtenant.

(3) **Windows and Doors.** The costs of maintenance, repair and replacement of all windows and doors referred to in Section B(7) above shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant.

(4) **Interior Maintenance.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the interiors of garages referred to in Section B(3) above and all surfaces referred to in Section B(6) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(5) **Patios and Decks.** The costs of maintenance, repair and replacement of each patio and/or deck, if any, referred to in Article IV, Section B(1) above shall be borne by the Co-owner of the unit to which it relates. The Association shall be responsible for mowing any unenclosed patio area which consists mainly of lawn.

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

No co-owner shall use his/her residential unit or the common elements in any manner inconsistent with the purpose of the project or in any manner which will interfere with or impair the rights of any other co-owner in the use or enjoyment of his/her unit or the common elements. No co-owner shall be exempt from contributing for the maintenance, upkeep and repair of the general and limited common elements, pursuant to the assessment provisions of this Master Deed and the condominium Bylaws, by non-use or waiver of the use of any of the common elements or by abandonment of his/her condominium unit.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. Description of Units. Each unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Maple Forest Condominiums as prepared by B.F. Thompson, P.C., and attached hereto as Exhibit B. Each Unit shall include: (1) With respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.
- B. Percentage of Value. The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value as concerned. The total value of the Project is precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The percentage of value allocated to each and all condominium units may be changed only with the unanimous consent of all co-owners except as provided in Article VII of this Master Deed.

ARTICLE VI

EASEMENTS

In the event any portion of any residential unit or common elements encroaches upon another unit or common elements due to shifting, settling or moving of the building, or due to survey errors, or construction deviation, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall also be easements to, through and over those portions of the land, structure, building, improvements and walls (including interior unit walls) contained therein for the installation, maintenance and service of all utilities, including electricity, gas or oil, sanitary and storm sewer, water, and communications. There shall likewise exist easements of support with respect to any unit interior wall which supports a common element.

ARTICLE VII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-seven (67%) percent of the co-owners except as hereinafter set forth:

- A. No unit dimensions may be modified without the written consent of the co-owner of such unit, nor may the nature or extent of limited common elements be modified

without the written consent of the co-owner of any unit to which the same are appurtenant.

- B. The Association reserves the right to amend the condominium documents without the consent of co-owners or mortgagees if the amendment does not materially alter or change the rights of a co-owner or mortgagee.
- C. Notwithstanding any provision of the condominium documents to the contrary, first mortgagees are entitled to vote on amendments to the condominium documents (allowing one vote for each mortgage held) only under the following circumstances:
 - 1. Termination of the condominium project.
 - 2. A change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.
 - 3. A reallocation of responsibility for maintenance, repair, replacement, or decoration for a condominium unit, its appurtenant limited common elements, or the general common elements from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.
 - 4. Elimination of a requirement for the association of co-owners to maintain insurance on the project as a whole or a condominium unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.
 - 5. The modification or elimination of an easement benefitting the condominium unit subject to the mortgagee's mortgage.
 - 6. The partial or complete modification, or removal of leasing restrictions for condominium units in the condominium project.
 - 7. The modification of the method or formula used to determine the percentage of value of units in the project other than for voting purposes.
- D. The condominium project may not be terminated, vacated, revoked or abandoned without the written consent of eighty-five (85%) percent of all co-owners and all mortgagees (allocating one vote for each mortgage held).

MAPLE FOREST CONDOMINIUMS ASSOCIATION

BY:  _____
Its President

STATE OF MICHIGAN)

) ss.

COUNTY OF OAKLAND

On this 20th day of January, 2014, ^{SKW} the foregoing First Amendment to Consolidating Master Deed was acknowledged before me, by Anthony Lawrence, President of Maple Forest Condominium Association, a Michigan non-profit corporation, on behalf of the Association.

DRAFTED BY AND WHEN
RECORDED RETURN TO:

EDWARD J. ZELMANSKI (P30530)
ZELMANSKI, DANNER & FIORITTO, PLLC
44670 ANN ARBOR RD., STE. 170
PLYMOUTH, MI 48170
(734) 459-0062

Karen S. Willard
Karen S. Willard, Notary Public
State of Michigan, County of Wayne
My commission expires: 9-11-17
Acting in the County of Oakland

KAREN S. WILLARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 11, 2017
ACTING IN COUNTY OF OAKLAND

MAPLE FOREST CONDOMINIUMS

AMENDED AND RESTATED CONDOMINIUM BYLAWS

EXHIBIT "A" TO THE MASTER DEED

ARTICLE I

ASSOCIATION OF CO-OWNERS

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

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

Section 2. Membership; No Refunds of Reserves. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-owner's Unit in the Condominium.

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

ARTICLE II

ASSESSMENTS

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

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

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

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

An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by additional or lump sum assessments. At a minimum, the sum of all reserve funds shall be equal to ten (10%) percent of the Association's current annual budgeted income on a non-cumulative basis. The funds contained in such reserve fund will be used for major repairs and replacements of Common Elements.

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

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

- (1) to pay the costs of operation, insurance, management, maintenance and repair of the Condominium;
- (2) to provide replacements of existing Common Elements;

(3) to provide additions to the Common Elements not exceeding three (3 %) percent of the then current year's budget in the aggregate, annually, or

(4) in the event of emergencies,

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

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

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

(1) assessments for additions to (and not repair or replacement of) the Common Elements of an aggregate cost exceeding three percent of the then current year's budget per year;

(2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof;

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

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

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned equally among and paid by the Co-owners, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit.

Annual assessments as determined in accordance with Article II, Section 2 (a) above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. The payment of an assessment shall be in default if such assessment is not paid to the Association in full on or before the due date for such payment. A late charge shall be assessed for any assessment in default paid more than five (5) calendar days after its due date. The late charge shall be in the amount of Twenty-five Dollars

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

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

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

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

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

Notwithstanding the foregoing, a judicial foreclosure action shall not be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his/her or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional and/or a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10)

days after the date of mailing. Such written notice shall be accompanied by or in the form of a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The Affidavit may contain other information that the Association of Co-owners considers appropriate as per the Michigan Condominium Act including but not limited to the amount of any unpaid interest, costs, attorney fees, future assessments, court costs and/or unpaid monetary fines. Such Affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the Co-owner. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

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

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which acquires title to the Unit pursuant to the remedies provided in the mortgage and any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title by such holder, purchaser or assignee (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit). If title is acquired via deed in lieu of foreclosure, the grantee under such deed shall be fully liable to the Association for all amounts owed on the unit.

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

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

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

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

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

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

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

ARTICLE III

ARBITRATION

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

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

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

ARTICLE IV

INSURANCE

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

Section 2. Insurance Responsibilities of the Co-owners. It shall be each Co-owner's responsibility to determine by personal investigation the nature and extent of insurance coverage needed to protect his/her Unit, his/her personal property located within his/her Unit or elsewhere in the Condominium and for his/her personal liability for occurrences within his/her Unit or upon the Limited Common Elements appurtenant to his/her Unit and also for additional living expenses. Each Co-owner may obtain insurance coverage at his/her own expense upon the building items within his/her Condominium Unit which were furnished with the Unit by the Developer however it will be considered to be excess insurance since the Association's property insurance will be primary coverage as described below. Each Co-owner shall be solely responsible to insure all betterments, improvements, and additions to their Unit and its appurtenant Limited Common Elements. Co-owners shall be required to obtain their own policy, Form HO-6. Each Co-owner and the Association hereby waive their own and their insurers' rights of subrogation and recovery as to any claims against any Co-owner and the Association except amounts due from the Co-owner to the Association on account of expenses incurred but not recoverable by virtue of the Association's deductible.

Section 3. Specific Property Insurance Responsibilities of the Association. The Association shall purchase insurance for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of Certificates of Insurance with mortgagee endorsements to the mortgagees of the Co-owners.

(a) Property Coverage. All Common Elements of the Condominium shall be insured under a Special Form property damage insurance policy or policies covering immediate and direct loss or damage to covered property unless the loss is excluded under Section III B EXCLUSIONS of the policy; vandalism, malicious mischief and any other cause of loss deemed advisable by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, including code reconstruction, if applicable, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all building items including fixtures, equipment and trim within a Unit which were furnished with the Unit by the Developer. The property insurance coverage shall be written on a Blanket Amount basis including an Agreed Value clause for the entire Condominium with appropriate provisions in order that no coinsurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss

(except in the unlikely event of total project destruction and the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that the Co-owners shall be enabled to judge the adequacy of such coverage. Upon re-evaluation and effectuation of coverage, the Association shall notify all the Co-owners of the nature and extent of all changes in coverages.

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

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

Section 4. Premium Expense. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of the Association.

Section 5. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever Article V of these Bylaws requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Property insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the condominium project unless all of the holders of mortgages on Units, and all Co-owners, in the Condominium have given their prior written approval.

Section 6. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as the true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium, the Unit and the Common Elements appurtenant thereto. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, distribute the proceeds to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

(a) **One or More Units Tenantable.** In the event the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.

(b) **No Unit Tenantable.** In the event the Condominium is so damaged that no Unit is tenantable, the damaged property will be rebuilt unless sixty-seven (67%) percent or more of all the Co-owners agree to not rebuild and to terminate the Condominium by vote or in writing within ninety (90) days after the damage occurs.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the conditions for standard items existing prior to damage unless holders of at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated is obtained plus 67% percent of the eligible Co-owners in number and in value shall consent to do otherwise.

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

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

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

(b) Interior of entry door and its deadbolts, locking mechanism, handles and knobs on both sides of door, all window and door screens, all interior doors and related hardware within the individual Unit and all related locks and hardware.

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

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

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

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

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

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

Section 5. Association Responsibility for Repair. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements as provided in the Master Deed. 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 in the standard unit items before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in the Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair. This Article shall not be construed to require replacement of mature trees or vegetation with equivalent trees or vegetation.

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

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

(a) **One or More Units Tenantable.** If any part of the Condominium Premises is damaged or deteriorated, the damaged or deteriorated property shall be rebuilt or repaired unless not less than 67% of the eligible co-owners and 51% of the holders of first mortgages determine that the Condominium shall be terminated.

(b) **Taking of Common Elements.** If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-

owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of all of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. A Condominium Unit partially taken shall receive a reallocated percentage of value based pro rata on the percentage taken. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior approval of 51% of the votes of eligible holders of first mortgage liens on individual Units in the Condominium.

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

Section 8. Mortgages Held By FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon written request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

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

ARTICLE VI

RESTRICTIONS

Section 1. Residential Use. No Unit shall be used for any commercial, manufacturing, industrial or business purposes that create any nuisances or liability exposures, such as, but not limited to, customer/client/patient visits, noise, traffic or parking congestion, odors, vibrations or anything else that might detract from the peaceful and residential character of Maple Forest. Subject to the foregoing and all other applicable restrictions, home offices are not necessarily forbidden. Timesharing and interval ownership is prohibited.

Section 2. Leasing and Rental.

(a) **Notice Requirement; Minimum Allowable Terms.** A Co-owner desiring to rent or lease a Condominium Unit, shall disclose that fact in writing at least ten (10) days before leasing the Condominium Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. No such lease shall be for a term of less than one (1) year without the prior written approval of the Board of Directors. Only entire units may be rented or leased. All leases shall prominently recite that the tenant is acknowledging receipt of all Condominium Documents and agreeing to comply with same.

(b) **Rental Cap; Compliance with Leasing Requirements.** The Board of Directors shall not approve any proposed rental if :

- (i) As a result of the proposed rental the number of rental units in the Condominium would exceed ten (10) units in the Condominium; and/or,
- (ii) The Lessor failed to provide the Board of Directors with an exact copy of the proposed lease at least ten calendar days in advance of the commencement date of the lease; and/or,
- (iii) The proposed lease fails to prominently state that all occupants of the unit shall comply with all provisions of the condominium documents (Master Deed, Condominium Bylaws and Rules & Regulations).

(c) **Rental Unit Defined.** A unit shall be deemed to be a "rental unit" for purposes of these restrictions if there is no owner of public record in occupancy.

(d) **Boards Authority to Allow Temporary Leasing.** If the proposed rental would result in more than the allowable number of units being rental units, the Board of Directors may approve the temporary leasing or rental of the proposed condominium unit for a period of time not to exceed one year if one of the following circumstances is documented in a written request submitted to the Board of Directors:

- (i) the Co-owner needs to relocate because of a job transfer more than fifty miles from the current job location;
- (ii) the Co-owner has died and the Co-owner's personal representative or trustee desires to lease or rent the unit during the administration of the estate or trust of the deceased Co-owner;
- (iii) the Co-owner has been called to active duty in the armed forces of the United States;
- (iv) the Co-owner has been transferred to an extended care medical facility; or
- (v) other documented family emergency of the Co-owner.

Section 3. Violation of Condominium Documents by Tenants or Non-Co-owner Occupants. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(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 non-Co-owner occupant 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 own behalf an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceedings. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

Section 4. Arrearage in Condominium Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions. Pursuant to the Michigan Condominium Act, if the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association of Co-owners, then the Association of Co-owners may do the following:

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

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

Section 5. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations in exterior appearance or make structural modifications to the Co-owner's Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the advance express written approval of the Board of Directors (which approval shall be in recordable form), including, but not by way of limitation, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball hoops/backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning. Over the air reception devices including but not limited to satellite dish antennas shall not be attached or installed upon any General Common Element roof; such devices shall not be attached or installed upon any other General Common Element without the advance written permission of the Board of Directors. Over the air reception devices such as satellite dish antennas may be installed within Units or Limited Common Elements in accordance with the rules and regulations of the Federal Communications Commission. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound.

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

The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification

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

No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves 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 any nature that restrict such access and will have no responsibility for repairing or reinstalling any materials, (whether or not installation thereof has been approved hereunder), that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 6. Activities. No unsafe, unsanitary, unlawful or nuisance activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: the use of fireworks, sparklers, paint ball guns, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices and the illegal use of any firearm.

Section 7. Pets/Animals. No animal other than one (1) dog or one (1) cat shall be kept or be brought on to the Condominium Premises by any person unless with the advance written approval of the Board. No animal may be kept or bred for any commercial purpose. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements.

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

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

Section 8. Aesthetics; Outdoor Holiday Decorations; Garage Sales Prohibited. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in this Article VI or in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained in any private court yard or on any porch, patio or deck. Only furniture consistent with the normal and reasonable use of such areas shall be permitted to remain there. Trash and any recycling receptacles shall be maintained within areas designated therefore at all times and shall not be permitted to remain elsewhere on any Common Element except during such periods or times as may reasonably be necessary for the periodic collection of same. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. December holiday decorations shall not be permitted prior to November 15 or after January 15. Halloween decorations shall not be permitted prior to the week before October 5 or after November 5. Decorations for patriotic holidays Memorial Day, July 4 and Labor Day shall be permitted for the weekend the holiday is observed. Decorations shall be permitted for one-day special occasions on the day of the event, such as for birthdays or graduation celebrations. The American Flag is permitted to be displayed by individual co-owners at any time, provided it is no larger than 3'x5'. All outdoor decorations must be maintained in good condition, and removed from sight when not in use. In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Garage, estate, rummage and all similar type sales are strictly prohibited unless approved in writing in advance, by the Board of Directors.

Section 9. Utilization of Common Elements; Storage of Personal Property. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or other objects may be left unattended on or about the Common Elements. Each Co-owner may store personal property (including automobiles, boats and campers) owned by that Co-owner in his/her assigned garage area provided that (i) storage of any items for business, commercial or industrial purposes is prohibited, and (ii) storage of any item of which would violate any ordinance or fire code or cause an increase in the Association's insurance premiums. Play equipment and similar equipment and structures are prohibited unless approved in advance in writing by the Board of Directors.

Section 10. Vehicles. No mini-bikes, house trailers, recreational vehicles, or similar vehicles, such as commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles *other than* automobiles, sport utility vehicles and pickup trucks may be parked upon the premises of the Condominium, unless specifically approved by the Board of Directors or parked in an area specifically designated therefor by the Board of Directors. Nothing herein contained shall be construed to require the Board to approve the parking of such vehicles as are described in the first sentence of this Section or to designate an area therefor. 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 therefore.

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

Non-operational vehicles and vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Vehicles which detract from the appearance of the Condominium shall not be parked or stored on the Condominium Premises.

Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises. Vehicle washing is permitted only on a Co-owner's Limited Common Element driveway.

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

Section 11. Signs, Advertising. No signs shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time for any reason without advance written approval of the Board of Directors. This prohibition includes, but is not limited to, "For Sale" signs, "Open" signs, "Garage Sale" signs and political signs. No advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time without the advance written permission of the Board of Directors.

Section 12. Rules/Regulations. Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners.

Section 13. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium.

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

Section 14. Landscaping. No Co-owner shall perform any landscaping or plant any trees or shrubs or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing. Any such approved landscaping performed by the Co-owner and any such trees or shrubs planted by

the Co-owner shall be performed and/or planted, as the case may be, in a manner consistent with the landscaping in other portions of the Condominium Premises. The Co-owner shall be responsible for the maintenance of any such approved landscaping performed by a Co-owner and any such trees, shrubs, or any flowers planted by the Co-owner. No artificial flowers, plants or trees may be used outside that are visible from the roadway. 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. Fences, hedges and walls shall not be constructed or placed on the common elements.

Section 15. Co-owner Maintenance. Each Co-owner shall maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall have the following duties and shall be fully liable for any and all expenses or damages which may result from any failure to perform any of these duties:

- (a) maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition, including but not limited to caulking tubs and shower enclosures, grouting all tile work, replacing any leaking fixture and appliance.
- (b) use due care to avoid damaging any of the Common Elements, other Units or their appurtenances, contents and improvements including, but not limited to, the telephone, water, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit.
- (c) maintain heat inside his/her Unit so as to prevent pipes from freezing.
- (d) winterize (close water valves, shut off ice-makers) his/her Unit during all periods of absence when freezing temperatures may reasonably be anticipated.
- (e) cause his/her Unit to be timely monitored during all periods of absence to assure that all windows and doors are securely closed and locked, no water is escaping from any pipe or fixture or appliance and to assure that adequate heat is being maintained.
- (f) promptly report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement and any other circumstances which if not promptly reported and attended to, could result in loss or damage to any Common Element or any Unit.
- (g) adequately insure his/her Unit in accordance with Article IV.

Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the

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

Section 16. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations made by the Board of Directors of the Association under Article VI, Section 10 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII

MORTGAGES

Section 1. Co-owner Duty to Give Notice. Any Co-owner who mortgages his/her Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Association Duties to Give Notices. The Association, upon receiving written notice, shall promptly issue notice to each holder, insurer or guarantor of a first mortgage happening of any of the following:

- (a) Any proposed amendment of the condominium documents effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto and/or (ii) interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto and/or the number of votes in the Association appertaining to any unit;
- (b) The purposes to which any unit or the common elements are restricted;
- (c) Any proposed termination of the condominium project;
- (d) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (e) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgagee of such eligible holder, insurer or guarantor, where such delinquency has continued for sixty (60) days;
- (f) Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to paragraph 14 (a) (i) of HUD Manual 4265.1 Appendix 24.
- (g) The issuance of notice of an official meeting of the membership in which case each holder, insurer or guarantor of a first mortgage shall be allowed to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

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

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

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

Section 4. Voting. Votes may be cast in person or by proxy or by a written ballot (which includes ballots cast via email) duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any ballots must be filed with the Secretary of the Association, or such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 5. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in number of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

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

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

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

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

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

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

Section 6. Adjournment for Want of Quorum. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such re-scheduled meeting the quorum requirement shall be reduced to twenty-five percent (25%) of the Co-owners entitled to vote, except for voting on questions specifically provided herein to require a greater quorum.

Section 7. Appointment of Election Tellers. The Board of Directors shall appoint two (2) Co-owners who are not candidates or spouses or co-habitants of any candidates to serve as tellers of the ballots cast in every election, or with the consent of a majority of those in attendance, one or more representatives of the

management company may serve as a ballot teller. It shall be the duty of such tellers to oversee the counting and tallying of the ballots so as to assure that the ballots are fairly and accurately handled and counted.

ARTICLE X

BOARD OF DIRECTORS

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

Section 2. Size, Terms of Office. The Board of Directors shall be composed of five (5) persons who shall manage the affairs of the corporation. Directors shall serve until their successors take office which shall be deemed to be at the time of their election. The term of office for each newly elected Director shall be two (2) years.

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

- (a) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.
- (b) Collect of assessments from the members of the Association and use of the proceeds thereof for the purposes of the Association.
- (c) Purchasing of insurance and collection and allocation of the proceeds thereof.
- (d) Rebuilding after casualty.
- (e) Contracting for and employment of persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.
- (f) Acquisition, maintenance and improvement, and purchase, operation, management, selling, conveyance, assignment, mortgaging or leasing of any real or personal property (including any apartment in the condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) Borrowing money and issuing evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and securing the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than fifty (50%) percent of all of the members of the Association entitled to vote and present in person, by proxy or by written ballot.

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

(i) Enactment of rules and regulations in accordance with Article VI, Section 11 of the Condominium Bylaws.

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

(k) Enforcement of the provisions of the Condominium Documents.

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

Section 4. Vacancies; Automatic Resignation. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall serve the remainder of the term of the replaced Director. No Co-owner shall be eligible for appointment if delinquent in the payment of any amount owed the Association. In the event that any director is absent for three consecutive regularly scheduled board meetings without prior authorization from the other Board members will be deemed to have resigned.

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

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

Section 7. Regular Board Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, fax, telephone or email, at least ten (10) days prior to the date named for such meeting. Directors may vote electronically (email or text) and if all Directors concur in doing so the vote shall have the same effect as if a meeting had been physically held. Directors may also participate in

meetings via conference call or other means of remote communication by which all persons can communicate with each other.

Section 8. Special Board Meetings. Special meetings of the Board of Directors may be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director. Directors may vote electronically (email or text) and if all Directors concur in doing so the vote shall have the same effect as if a meeting had been physically held. Directors may also participate in meetings via conference call or other means of remote communication by which all persons can communicate with each other.

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

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

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

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

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

ARTICLE XI

OFFICERS

Section 1. Officers; Compensation Prohibited. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be members of the Association and members of the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. No two offices may be held simultaneously by one person. Officers shall serve without compensation, whether by salary, stipend or otherwise except that they may be reimbursed for their out of pocket expenses incurred in the performance of their duties.

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

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

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

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of the meetings of the members of the Association; he/she shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all duties incident to the office of the Secretary. The Secretary, or, in the absence or disability of the Secretary, the Treasurer, shall sign the minutes upon approval. Any Co-owner shall be entitled to obtain a copy of the approved and signed minutes except minutes of executive sessions of the Board; the Association shall have the right to require advance payment of the reasonable cost of providing requested copies of minutes.

Section 6. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall review and oversee payment of all invoices. The Treasurer shall monitor the reserve funds of the Association and consult with the Board as necessary concerning such funds. Withdrawals from dedicated reserve funds shall be approved in advance by signature of at least one director if payable to the Association; if payable to any other party the signature of at least two directors shall be required. Reserve funds shall be used only for such purposes as are permitted under Michigan law. He/She shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositaries as may, from time to time, be designated by the Board of Directors.

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

ARTICLE XII

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non-privileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Board of Directors shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Board of Directors. The Board of Directors shall annually engage a qualified, independent certified public accountant to perform a review or audit of the books of account. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The cost of any such review or audit and any other accounting expenses shall be expenses of administration.

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

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

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

settlement and reimbursement or indemnification as being in the best interest of the Association. The foregoing right of reimbursement or indemnification shall be in addition to and not exclusive of other rights to which such Director, Officer or other person may be entitled. At least ten days prior to payment of any reimbursement or indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

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

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

ARTICLE XIV

AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-seven (67%) percent of all Co-owners, in number and in value and fifty-one percent (51%) of the eligible holders of first mortgages for material amendments which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the common elements;
- (f) Responsibility for maintenance and repair of the several portions of the condominium;
- (g) Expansion or contraction of the condominium or the addition, annexation or withdrawal of property to or from the condominium;

- (h) Boundaries of any unit;
- (i) The interests in the general or limited common elements;
- (j) Convertibility of units into common elements or of common elements into units;
- (k) Leasing of units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey his or her unit in the condominium;
- (m) Establishment of self-management by the condominium association where professional management has been required by any of the agencies or corporations.

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

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

ARTICLE XV

COMPLIANCE

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

ARTICLE XVI

DEFINITIONS

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

ARTICLE XVII

REMEDIES FOR DEFAULT

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

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

the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

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

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

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

(i) **Procedures.** Upon any violation being alleged by the Association, a written notice shall be sent to the offending Co-owner describing the facts constituting the alleged violation, the specific restriction alleged to have been violated and the notice shall set forth the date (no less than seven (7) days from the date of the notice), time and place for a hearing before the Board of Directors, at which the Co-owner shall have the right to appear before the Board and offer evidence in defense of the alleged violation. The Board shall issue a written notice of its determination within ten (10) days after the hearing and, upon finding that a violation has occurred, the Board of Directors may levy a fine in accordance with the following subsection.

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

1 st Violation	-	No fine shall be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation.
2 nd Violation	-	\$ 50.00 fine
3 rd Violation	-	\$ 75.00 fine
4 th Violation	-	\$125.00 fine
5 th and subsequent Violations	-	\$500.00 fine (each)

(iii) **Amendment of Fine Schedule.** The Board of Directors may amend the Fine Schedule set forth in Section 1(d)(ii) above as reasonably necessary from time to time upon approval of the

majority of the Directors. Such amendment shall take effect thirty (30) days after notice of the amendment by the Board has been mailed to the Co-owners.

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

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

ARTICLE XVIII

SEVERABILITY

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

ARTICLE XIX

CONFLICTS

In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Condominium Bylaws, the terms and provisions of the Master Deed shall control.

