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Clinton County Treasurer's Certificate

I HEREBY CERTIFY there are no TAX LIENS or TITLES held by the State or individuals on the lands described within and that all TAXES on same are paid for the FIVE years preceding the date of this instrument as shown by the records in this office except taxes in process of local collection or PRE Denial.

December 7, 2020
Date

Tina Ward
Tina Ward, Clinton County Treasurer

**MONTROSE CONDOMINIUM NO. 1
MASTER DEED**

Clinton County Subdivision Plan No. 88

THIS MASTER DEED is executed as of the 3RD day of DECEMBER 2020, by Motz Development, Inc., a Michigan corporation (hereinafter "Developer"), whose address is 11920 Murano Drive, DeWitt, MI 48820, in accordance with the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Act").

By executing and recording this Master Deed, together with the Condominium Bylaws (attached as Exhibit A), and the Condominium Subdivision Plan (attached as Exhibit B), the Developer does establish Montrose Condominium No. 1 as a condominium project under the Act. After being so established, Montrose Condominium No. 1 (also referred to as the "Condominium" or the "Condominium Project"), shall be held, conveyed, encumbered, leased, occupied, improved and in every manner utilized subject to the provisions of the Act, and to the conditions, restrictions and affirmative obligations set forth in this Master Deed (including Exhibits A and B).

All of the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A and B) shall be deemed to run with the land and shall be a burden on, and a benefit to, the Developer, its successors and assigns, and all persons acquiring or owning an interest in the Condominium Project, or in the real property hereby dedicated to the Condominium Project, and their grantees, successors, heirs, executors, administrators and assigns.

**ARTICLE I
DEFINITIONS**

Certain terms are utilized not only in this Master Deed (including Exhibits A and B), but also may be used in various other Condominium Documents including, but not limited to, the Articles of Incorporation, Rules and Regulations, if any, of the Association, Disclosure Statement, Purchase Agreement, and Escrow Agreement. Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. The terms set forth below, when used in any Condominium Documents, or any other pertinent instruments, shall be defined as follows:

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

030-022-360-010-52, 030-022-360-010-53, 030-022-360-010-54

Section 2. Association. “Association” means Montrose Condominium Association No. 1, a non-profit Michigan corporation, in which all Co-owners shall be members. The Association shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association, shall, where appropriate, also constitute a reference to its Board of Directors.

Section 3. Business Day. “Business Day” means a day of the year excluding Saturday, Sunday or any legal holiday.

Section 4. Bylaws. “Bylaws” shall mean attached Exhibit A, the Bylaws for the Condominium Project setting forth the rights and obligations of the Co-owners and required by Section 3(8), 53 and 54 of the Act to be recorded as part of the Master Deed. The Condominium Bylaws shall also constitute the corporate bylaws of the Association as provided or under the Michigan Nonprofit Corporation Act, Act 162 of the Public Acts of 1982, as amended.

Section 5. Common Elements. “Common Elements,” where used without modification, means both the General and Limited Common Elements described in Article IV of this Master Deed.

Section 6. Condominium Documents. “Condominium Documents” means and includes this Master Deed (including Exhibits A and B), the Articles of Incorporation, the Rules and Regulations, if any, of the Association, and the Disclosure Statement, Purchase Agreement and Escrow Agreement.

Section 7. Condominium Project, Condominium or Project. “Condominium Project,” “Condominium” or “Project” means Montrose Condominium No. 1, a condominium project established pursuant to the Act.

Section 8. Condominium Subdivision Plan. “Condominium Subdivision Plan” is Exhibit B to this Master Deed.

Section 9. Construction and Sales Period. “Construction and Sales Period” means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 10. Co-owner, Owner or Member. “Co-owner,” “Owner,” or “Member” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who, or which, owns legal or equitable title to a Condominium Unit within the Condominium Project. “Co-owner” includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents, except as is expressly provided elsewhere in the Condominium Documents. The term “Owner,” whenever used, shall be synonymous with the term “Co-owner.”

Section 11. Developer. “Developer” means Motz Development, Inc., a Michigan corporation, which has executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the meaning of “Developer” whenever such term is used in the Condominium Documents.

Section 12. First Annual Meeting. “First Annual Meeting” means the first meeting of the Association at which Co-owners unaffiliated with the Developer are permitted to vote for the election of directors and upon all other matters which may properly be brought before the meeting. The First Annual Meeting may be held in the Developer’s sole discretion after more than fifty percent (50%) in number of the Units have been sold and the purchasers qualified as members of the Association. The First Annual Meeting shall be held: (I) after the expiration of fifty four (54) months from the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium Project or (ii) one hundred twenty (120) days after the conveyance of legal or equitable title of seventy five percent (75%) in number of all Units that may be created in the Condominium Project, whichever occurs first.

Section 13. Master Deed. “Master Deed” means this Master Deed, including attached Exhibits A and B, all of which are hereby incorporated by reference and made a part hereof.

Section 14. Transitional Control Date. “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners, unaffiliated with the Developer, exceeds the votes which may be cast by the Developer. The Transitional Control Date may be before, on or after the First Annual Meeting.

Section 15. Unit or Condominium Unit. “Unit” or “Condominium Unit” shall mean the enclosed space constituting a single complete residential unit the Condominium Project as such space may be described on Exhibit B hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

ARTICLE II TITLE AND NATURE

The Condominium Project consists of twenty-eight (28) Units. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each building contains individual Units to be used 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 of the Condominium Project as designated by the Master Deed. Each Co-owner in the Condominium Project shall have an exclusive right to his/her Unit and shall have an undivided and inseparable

percentage interest in the Common Elements of the Condominium Project as designated in this Master Deed.

**ARTICLE III
LEGAL DESCRIPTION**

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

Part of the Southwest 1/4 of Section 22, T7N, R2W, Bingham Township, Clinton County, Michigan, more particularly described as follows: Commencing at the Southwest corner of said Section 22; thence along the West line of said Section 22, North 00°34'22" West 1330.52 feet and North 89°47'16" East 2065.87 feet to the point of beginning; thence North 02°45'24" West 465.65 feet; thence South 87°16'52" West 335.08 feet; thence on a 533.00 feet radius curve to the right for an arc length of 27.81 feet, said curve having an internal angle of 02°59'22" and a long chord bearing of South 88°46'33" West for 27.81 feet; thence North 89°43'45" West 374.36 feet; thence North 00°32'32" West 66.01 feet; thence South 89°43'45" East 186.50 feet; thence North 07°52'04" East 149.03 feet; thence North 89°44'53" East 884.34 feet; thence South 00°23'33" East 219.40 feet; thence South 47°10'02" East 81.58 feet; thence North 89°29'18" East 117.82 feet; thence South 45°30'42" East 23.93 feet; thence South 00°30'42" East 174.26 feet; thence South 89°29'18" West 217.72 feet; thence North 22°41'26" West 69.37 feet; thence on a 75.00 foot radius curve to the right for an arc length of 30.20 feet, said curve having an internal angle of 23°04'26" and a long chord bearing of South 67°18'34" West for 30.00 feet; thence South 22°41'08" East 62.75 feet; thence South 00°12'44" East 193.75 feet; thence South 89°47'16" West 281.90 feet to the point of beginning; said parcel containing 8.82 acres, more or less; said parcel subject to all easements and restrictions, if any.

030-022-300-010-53
036-022-300-010-52

**ARTICLE IV
COMMON ELEMENTS**

Section 1. General and Limited Common Elements. The Common Elements of the Condominium Project described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

- A. The General Common Elements are:
 - 1. All land, including all roads until publicly dedicated sidewalks, and other surface improvements, but excluding those portions of the land designated on the

Condominium Subdivision Plan as Condominium Units or Limited Common Elements. It is the intent of the Developer to publicly dedicate all of the roadways within the Project;

2. The exterior portion of the building(s) within which the Units are located, including the exterior walls (including windows and doors therein), floors between levels, foundations, supporting columns, roofs and attic space;

3. The electrical wiring network throughout the Condominium Project, including that contained within Unit walls, up to the point of connection with electrical fixtures within any Unit (it being the purpose to include wiring as a General Common Element but excluding therefrom all switches, outlets, circuit breakers, boxes and fixtures of any sort to which such wiring may be connected);

4. The gas line network throughout the Condominium Project, including that contained within Unit walls, up to the point of connection with gas fixtures or appliances within any Unit;

5. The television cable or antenna system, if any, throughout the Condominium Project up to the point of connection with, but not including, the outlets therefor;

6. The telephone wiring network throughout the Condominium Project up to the point of connection with, but not including, all appliances or fixtures relative thereto;

7. The water distribution and sanitary network throughout the Condominium Project including that contained within Unit walls and including water meters, up to the point of connection with plumbing fixtures within any Unit (it being the purpose hereof to include all pipes and their valves as General Common Elements but to exclude therefrom all sinks, toilets, drains, drain traps, faucets and their fixtures and attachments);

8. The storm sewer system throughout the Condominium Project;

9. All entrance markers and signs for the Condominium Project; and

10. Such other elements of the Condominium Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

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

B. The Limited Common Elements are:

1. Any patios, decks, porches and/or landscaped areas designated as Limited Common Elements on Exhibit B hereto, the use of which shall be limited to the Co-owner of the Unit to which said area is appurtenant;

2. Garage interiors as well as driveway areas and walkways leading to each garage as shown in Exhibit B hereto, the use of which shall be limited to the Co-owner of the Unit to which said area is appurtenant; and

3. The pipes, ducts, cable and telephone wiring and electrical fixtures (including switches, outlets, circuit breakers, boxes and related fixtures connected to the electrical wiring) located entirely within a Condominium Unit and serving only such Unit.

4. The lawn irrigation system connected to a Condominium Unit's water supply.

Section 2. Maintenance Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement are as follows:

A. Association Responsibility. Except as elsewhere provided in this Master Deed and/or the Bylaws, the Association shall be responsible for the maintenance, repair and replacement of all Common Elements.

1. The Association's Common Elements maintenance responsibility shall include lawn care, trees and shrub maintenance, leaf removal and snow removal, except the Association shall not be responsible for removing snow from any decks, patios or any walkways located in rear yards;

2. Any expense incurred as a result of the negligence, fault or improper conduct of a particular Co-owner or Co-owners and/or their licensees or invitees, shall be specially assessed against the Condominium Unit or Condominium Units involved; and

3. Any expense incurred by the Association for the maintaining, repairing or replacing of those Limited Common Elements described in Section 1(B)(1) above shall be specially assessed against the Condominium Unit(s) involved. All other common expenses shall be assessed against all Condominium Units.

B. Co-owner Responsibility. Except in the event of casualty in which case the provisions of Article IV of the Bylaws shall control, each Co-owner shall be responsible for the maintenance, decoration, repair and replacement of the following:

1. Each Co-owner shall be responsible for decorating, maintaining, repairing or replacing each and every part of the Co-owner's Unit, together with all improvements therein;

2. Each Co-owner shall be responsible for maintaining, repairing or replacing those Limited Common Elements described in Section 1(B)(3) above, appurtenant to their Unit;

3. Each Co-owner shall be responsible for maintaining, repairing or replacing each and every part of the garage interior appurtenant to that Co-owner's Unit;

4. Each Co-owner shall be responsible for removing snow from any decks, patios and/or rear yard walkways appurtenant to their Unit;

5. Each Co-owner shall be responsible for payment of utilities attributable to that Co-owner's Unit; and

6. Each Co-owner shall be responsible for maintaining, repairing or replacing the lawn irrigation system connected to their Condominium Unit's water supply, including the annual turn on/turn off.

C. Co-owner Negligence or Fault. If the Association determines, in its sole discretion, that maintenance, repair, decoration or replacement is required as a result of the failure of the Co-owner to perform the Co-owner's responsibility as set forth in Section 2(B) above, or is a result of the negligence, fault or improper conduct of a Co-owner and/or the Co-owner's licensees or invitees, the Association may proceed to perform the required work itself. The cost of any such maintenance, repair, decoration or replacement performed by the Association shall be paid by the Co-owner and added to his monthly Association assessment, if necessary. Failure of the Co-owner to pay the charges incurred by the Association shall entitle the Association to proceed with all remedies set forth in the Condominium Bylaws.

D. Co-owner Alterations. No Co-owner shall in any way alter or modify any Common Elements within the Condominium during the Construction and Sales Period without the prior written consent of the Developer and thereafter, without the prior written consent of the Association.

Section 3. Use. No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium Project or in any manner which will interfere with or impair the rights of any Co-owner in the use and enjoyment of their Unit or Common Elements.

Section 4. Non-use. A Co-owner shall not be exempt from contributing as provided herein by non-use or waiver of the use of any of the Common Elements or by abandonment of their Condominium Unit.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of the Condominium Project attached hereto

as Exhibit B. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings from the finished subfloor, and in the case of basements, all that space contained within the finished concrete floors and walls; all as shown on the floor plans and sections of Exhibit B hereto and delineated with heavy outlines. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the foundation plan for such Unit shown in Exhibit B, then the plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the extent as the measured foundation plan.

Section 2. Percentage of Value. The total value of the Project is one hundred percent (100%). The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and concluding that there are not material differences. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each Unit in the Common Elements and in the proceeds of and the expenses of the Association as well as the value of each Co-owner's vote at meetings of the Association.

ARTICLE VI EASEMENTS

Section 1. Easement for Maintenance of Encroachments, Access and Support. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance after rebuilding, in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) for the continuing maintenance and repair of Common Elements and all utilities in the Condominium Project, which easements shall be administered by the Association. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Utility Easements. The Developer reserves, for the benefit of itself, its successors and assigns, the utility easements as shown on the Condominium Subdivision Plan.

Section 3. Access by Utility Companies and Damage Caused. Utility companies and governmental units furnishing services such as water, sanitary sewer, storm water drainage, electricity, television cable, gas, and telephone shall have access to the Common Elements and the Units as may be reasonable for the installation, repair or maintenance of such services. Any costs, including damage to General or Limited Common Elements, incurred in the installation, maintenance or repair of such services designated as General Common Elements, shall be an expense of administration to be paid by the Association.

Section 4. Access for Repairs. No Co-owner shall, in any way, restrict access to any of the common utilities or utility distribution systems, or any other Common Elements that must be accessible to service any Units. Should access to any of these facilities be required,

the Association may remove any coverings or attachments that restrict such access and will have no responsibility for repairing or replacing any materials that are damaged in the course of gaining such access. There shall be easements to, through and over those portions of the land and improvements, as may be reasonable, for the installation, maintenance and repair of all utilities necessary to the Condominium Project.

Section 5. Easements for Maintenance, Repair and Replacement.

The Developer, the Association, including its officers, directors, agents and designees, and all public or private utilities shall have such easements as may be necessary in, on, or over the Condominium Premises, including all Units, and Common Elements, to fulfill any responsibilities which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to utility components, and other Common Elements located within any Unit.

Section 6. Utility Tap-Ins. The Developer reserves, for the benefit of itself, its successors and assigns, as well as surrounding land owned by the Developer, an unrestricted easement and license to tap into and to use any and all utility lines now or in the future located in the Condominium Project, including, but not limited to, electrical, telephone, water, gas, storm and sanitary sewer mains. The Developer may, but shall not be obligated to, record a separate easement instrument specifically describing the location of said easement. In the event Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium Project, the person or entity utilizing same shall be obligated at its own expense to restore the Condominium Project to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

Section 7. Telecommunications Agreements. The Developer shall have the power to grant, for the benefit of the Project and any surrounding property owned by the Developer, an exclusive easement and/or right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove, a broadband communications system.

Section 8. Roadways. The Developer hereby reserves for the benefit of itself, its successors and assigns, as well as surrounding land owned by the Developer, an easement for ingress and egress over all roadways within the Condominium Project, until such time as they are dedicated to the public.

**ARTICLE VII
AMENDMENT**

This Master Deed, Bylaws and Condominium Subdivision Plan may be amended with the consent of two-thirds (2/3) of the Co-owners entitled to vote as of the record date for such vote, except as expressly provided below.

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit. The nature or extent of any Limited Common Elements and the responsibility for maintenance,

repair or replacement thereof, may not be modified in any material way without the written consent of the Co-owner of the Unit to which the same are appurtenant.

Section 2. Mortgagee Consent to Amendments. The following amendments to Master Deed shall require the consent of two-thirds (2/3) of first mortgagees:

- A. The termination of the Condominium Project;
- B. A change in the method or formula used to determine the percentage value assigned to a Unit subject to the mortgagee's mortgage; or
- C. 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 to the Condominium Unit subject to the mortgagee's mortgage.
- D. Elimination of a requirement for the Association 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 to the Condominium Unit subject to the mortgagee's mortgage.
- E. The modification or elimination of an easement benefiting the Condominium Unit subject to the mortgagee's mortgage.
- F. The partial or complete modification, imposition, or removal of leasing restrictions for Condominium Units in the Condominium Project.
- G. Amendments requiring the consent of all affected mortgagees under section 90(4) of the Act.

Whenever mortgagee consent is required, such amendment shall require the approval of two-thirds (2/3) of only first mortgagees of record, allocating one vote for each mortgage held. Approval of mortgagees, where required, shall be solicited through written ballot. Any mortgagee ballot not returned within ninety (90) days of mailing shall be counted as approval for the change. Only those mortgagees who hold a recorded first mortgage or a recorded assignment of a first mortgage on the control date for such vote are entitled to vote.

Section 3. Change in Percentage of Value. The percentage of value assigned to any Unit shall not be modified without the written consent of such Co-owner.

Section 4. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty percent (80%) of non-developer Co-owners in addition to the consent of first mortgagees as required pursuant to Section 2 above.

Section 5. Miscellaneous.

A. Co-owners of record shall be notified of proposed amendments under this section, not less than ten (10) days before the amendment is recorded.

B. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees, the costs of which are administrative.

An amendment to the Master Deed or other recorded Condominium Documents shall not be effective until the amendment is recorded.

Section 6. By Developer.

A. In addition to any rights to amend this Master Deed specifically reserved to the Developer elsewhere in this Master Deed, pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially change the right of a Co-owner or mortgagee, in which event Co-Owner and/or mortgagee consent shall be required as provided above.

B. Developer reserves the right to modify the type and location of any building labeled on the Condominium Subdivision Plan as “need not be built” without the consent of any Co-owner or mortgagee.

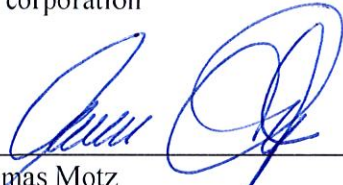
C. During the Construction and Sales Period, this Master Deed shall not be amended without the prior written consent of the Developer.

**ARTICLE VIII
ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Clinton County Register of Deeds.


IN WITNESS WHEREOF, this Master Deed has been executed as of the day first written above.

MOTZ DEVELOPMENT, INC.,
a Michigan corporation

By: 
Thomas Motz
Its: President

STATE OF MICHIGAN)
)
COUNTY OF CLINTON)

Acknowledged before me in Clinton County, Michigan, on December 3, 2020, by Thomas Motz, President of Motz Development, Inc., a Michigan corporation, for the corporation.


Notary Public
Becky Reed
Clinton County, MI
My Commission Expires: 1-2-2025
Acting in Clinton County, MI

Drafted by and after recording return to:

Gail A. Anderson, Esq.
McClelland & Anderson, L.L.P.
1142 South Washington Ave
Lansing, Michigan 48910
(517) 482-4890

BECKY REED
Notary Public, State of Michigan
County of Clinton
My Commission Expires 01-02-2025
Acting in the County of Clinton

EXHIBIT A

MONTROSE CONDOMINIUM NO. 1

BYLAWS

MONTROSE CONDOMINIUM NO. 1, a residential Condominium Project located in Bingham Township, Clinton County, Michigan, shall be administered by Montrose Condominium Association No. 1 which is a non-profit corporation (hereafter referred to as the "Condominium Association"). The Condominium Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. Only Co-owners shall be entitled to membership in the Condominium Association. The interest of a Co-owner in the Condominium Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Condominium Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents. The purpose of these Condominium Bylaws is to govern the administration, maintenance, operation, construction, and future use of the Condominium.

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ARTICLE I. ASSESSMENTS

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

Section 1. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget; Regular Monthly Assessments. The Board of Directors of the Condominium Association shall establish an annual budget, in advance, for each fiscal year. The budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The budget also shall allocate and assess all such common charges against the Co-owners in accordance with percentages of value allocated to each Unit in the Master Deed. Co-owners shall pay all assessments levied against them in accordance with this Section 1(a) in twelve (12) equal monthly installments, commencing with the acquisition of title to a Unit by any means. While the Developer is obligated to contribute to the Condominium Association, pursuant to Section 7 hereof, its contributions are determined differently than the other Co-owner's contributions. An adequate reserve fund for major repair and replacement of Common Elements shall be established in the budget and must be funded by regular monthly payments as set forth in Section (b) below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Condominium Association's current annual budget on a noncumulative basis. Since the minimum ten percent (10%) standard required for a reserve fund may prove to be inadequate, the Condominium Association should carefully analyze the Condominium Project annually to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. The Condominium Association should annually evaluate the anticipated capital expenditures and establish an adequate reserve fund without the necessity of special assessments if at all possible.

(b) Adjustments to Regular Monthly Assessments. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessments shall be established based upon the budget. The delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, maintenance and management of the Condominium, or (2) to provide additions to the Common Elements not exceeding \$5,000 annually for the Condominium Project, or (3) that an event of emergency exists, the Board of Directors shall have the authority, without the consent or vote of the Co-owners, to increase the regular monthly assessment or to levy such additional assessments as it shall deem necessary.

(c) Special Assessments Benefitting All Units. In addition to the regular assessments described in subparagraph (b) above, special assessments against all of the Units may be made by the Board of Directors, from time to time, to meet other needs or requirements of the Condominium Association, including, but not limited to: (1) assessments for additions to the Common Elements which cost exceeds \$5,000 for the entire Condominium Project annually; (2) assessments to purchase a Unit upon foreclosure of a lien described in Section 5; or (3) assessments for any other appropriate purpose not elsewhere described. Special assessments referred to in this subparagraph (c) shall not be levied without the prior approval of more than 66-2/3% of all Co-owners in percentage of value, and unless otherwise determined by the Board of Directors such special assessments shall be paid along with the next regular monthly payment.

Section 2. Payment of Assessments and Penalty for Default.

(a) Responsibility. Unless otherwise provided in the Master Deed or in these Bylaws, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in the Master Deed. While the Developer is obligated to contribute to the Condominium Association, pursuant to Section 7 hereof, its contributions are determined differently than the other Co-owner's contributions. All assessments, whether general or special, shall be due and payable at such times as the Board of Directors shall determine, commencing with acceptance of a deed, a land contract vendee's interest or by acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part, is not paid to the Condominium Association in full on or before the due date for such payment. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including interest, fines for late payments, costs of collection and attorneys' fees for enforcement of payment) pertinent to his Unit which may be levied while the Co-owner is the owner thereof, including in the case of a land contract, both the land contract vendor and the land contract vendee, who shall be jointly and severally liable for all assessments (including interest, fines for late payment, costs of collection and attorneys' fees for enforcement of payment) coming due during the term of the land contract.

(b) Default. Unless amended by the Board of Directors, each assessment in default shall bear a late charge as follows: \$50 for default of four (4) days and \$10.00 per day after the fourth day until paid in full. The determination of default shall be as of the date the payment is received by the Condominium Association. In addition to the late charge, the Condominium Association may, pursuant to Article VI, levy fines for the late payment of an assessment, including the assessment of fines for the chronic or continuing late payment of assessments. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments, including fines, actual costs and reasonable attorneys' fees pertinent to his Unit, while a Co-owner in the Condominium Project. Payments on account of assessments in default shall be applied as follows: (1) to costs of collection and enforcement of payment, including reasonable attorneys' fees; (2) to any interest, late charges and fines for late payment on such assessments; and (3) to

assessments in default in order of their due dates. All unpaid assessments shall constitute a lien on such Unit from the date the assessment becomes due.

Section 3. Miscellaneous. All costs incurred by the Condominium Association in satisfaction of any liability connected with the Common Elements, or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project. All proceeds of any policy of insurance carried by the Condominium Association securing the interest of the Co-owners against liabilities or losses connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the payment of Condominium Association assessments by waiver of the use or enjoyment of any of the Common Elements, the abandonment of his Unit, or because of uncompleted repair work or the failure of the Condominium Association to provide service to the Condominium.

Section 5. Enforcement.

(a) Remedies. The Condominium Association may enforce collection of delinquent assessments by a suit for a money judgment or by foreclosure of the statutory lien that secures payment of such assessments. In the event of a default in the payment of any monthly assessment, the Condominium Association shall have the right to accelerate and declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to vote at any meeting of the Condominium Association as long as a default continues. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Condominium Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as amended from time to time, shall apply to all foreclosure actions. In an action for foreclosure of an assessment lien, a receiver may be appointed to take possession of the Unit, and if not occupied, to lease the Unit and collect the rents. The Condominium Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the Unit. An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien. An action for money damages and foreclosure may be combined in one action.

(c) Notice of Lien. A foreclosure proceeding may not be commenced without the recording and service of a notice of lien. The notice of lien shall set forth:

- (i) The legal description of the Unit or Units to which the lien attaches;
- (ii) The name of the Co-owner of record; and
- (iii) The amounts due the Condominium Association at the date of the notice, exclusive of interest, costs, reasonable attorneys' fees and future assessments.

The notice of lien shall be in recordable form, executed by an authorized representative of the Condominium Association and may contain other information as the Condominium Association may deem appropriate. The notice of lien shall be recorded in the office of the Clinton County Register of Deeds and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of commencement of the foreclosure proceedings.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorneys' fees and advances for taxes or other charges paid by the Condominium Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of a first mortgage of record covering any Unit who takes title as a result of foreclosure of the first mortgage, shall take the property free and clear of any claims for unpaid assessments or charges against the mortgaged Unit which became due prior to the acquisition of title to the Unit by such person.

Section 7. Developer's Responsibility for Condominium Association Assessments. The Developer of the Condominium shall be responsible for payment of the regular Condominium Association assessments only for Units that are owned by the Developer for which a certificate of occupancy has been issued. The Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 8. Delinquent Assessment if Co-owner is Leasing. When a Co-owner is in arrears to the Condominium Association for assessments, the Condominium Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement. After receiving the notice from the Condominium Association, the tenant shall deduct from the rental payments due the Co-owner the arrearage and all future assessments as they fall due and pay them to the Condominium Association. These deductions from the rental payments shall not constitute a breach of the rental agreement or lease by the tenant.

Section 9. Personal Property Tax Assessment of Condominium Association Property. The Condominium 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. Any such personal property taxes levied shall be treated as expenses of administration and paid by the Condominium Association.

Section 10. Real Property Taxes and Special Assessments.

(a) Except for the year in which the Condominium Project is established, all real property taxes and special assessments shall be assessed against the individual Condominium Units.

(b) For the year during which the Master Deed is recorded, if there is a single assessment for the whole project, the Developer will be responsible for payment of the taxes payable pursuant to that single assessment (the "first year taxes"). However, upon the purchase of a Unit during that year, each purchaser of a Unit shall pay to Developer a share of the first year taxes determined as follows:

(i) Each purchaser shall pay that portion of the first year's taxes allocable to the Purchaser's Unit prorated as of the date of purchase on a calendar year basis.

(ii) The amount of the first year's taxes allocable to each Unit shall be based upon the valuations and allocations made by the Bingham Township Assessor in computing the total real estate tax assessment of the Project.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Condominium Association as to the amount of any unpaid Condominium Association assessments, whether regular or special. Upon written request to the Condominium Association, accompanied by a copy of the executed purchase agreement, the Condominium Association shall provide a written statement of any unpaid assessments which may exist or a statement that none exist, which statement shall be binding upon the Condominium Association for the period stated. Upon the payment of that sum within the period stated, the Condominium Association's lien for assessments as to such Unit shall be deemed satisfied and the purchaser shall not be liable for any assessments greater than the amount set forth by the Condominium Association in the written statement. If a purchaser fails to request in writing such a statement at least five (5) days before the closing of the purchase of such Unit, any unpaid assessments and the lien securing the same shall be fully enforceable against the purchaser and the Unit itself.

ARTICLE II. ARBITRATION

Section 1. Scope and Election. Disputes or claims relating to the interpretation or the application of the Condominium Documents, or any disputes or claims arising among the Co-owners and the Condominium Association, upon the election and written consent of the parties, and upon written notice to the Condominium Association, shall be submitted to arbitration. The parties shall accept the arbitrator's decision as final and binding. The Commercial Arbitration

Rules of the American Arbitration Association, as amended, shall be applicable to any such arbitration proceeding.

Section 2. Election of Remedies. The election and written consent by Co-owners and the Condominium Association to submit any dispute, claim or grievance to binding arbitration shall preclude such parties from litigating the dispute, claim or grievance in the courts.

ARTICLE III. INSURANCE

Section 1. Condominium Association.

(a) Scope of Coverage. The Condominium Association shall carry fire and extended coverage, vandalism and malicious mischief insurance, liability insurance, worker's compensation insurance, if applicable, for all of the Common Elements within the Project. In addition, the Condominium Association shall carry property insurance on the following portions of the individual Units: (a) fixtures, improvements and alterations that are part of the building(s) in which the Units are located; and (b) appliances such as those used for refrigeration, ventilation, cooking, dishwashing, laundering, security or housekeeping. All insurance shall be purchased by the Condominium Association for the benefit of the Condominium Association and the Co-owners and their mortgagees, as their interests may appear. The Condominium Association shall provide for, if requested, the issuance of certificates of endorsement to the mortgagees of Co-owners. The Condominium Association shall obtain coverage in an amount equal to the current insurable replacement value of the insured property as determined by the Board of Directors of the Condominium Association. The Board shall consult with the insurance agents and representatives for the determination of replacement costs. All coverage shall contain appropriate inflation riders. In the discretion of the Board of Directors, such insurance policies may contain deductible clauses which, in the event of a loss, result in the Condominium Association's being responsible for a certain portion of the loss. All information in the Condominium Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours.

(b) Exclusions from Coverage. Except as expressly provided in Section 1(a) above, the insurance coverage provided by the Condominium Association will not cover Units or any improvements within the Units, any articles contained therein or any personal property of a Co-owner on the grounds of the Condominium.

(c) Premium Expenses. All premiums upon insurance purchased by the Condominium Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Condominium Association shall be received by the Condominium Association, held in a separate account and distributed to the Condominium Association, the Co-owners and their mortgagees, as their interests may appear. The insurance proceeds

received by the Condominium Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction.

(e) Authority of Condominium Association to Settle Insurance Claims. Each Co-owner shall be deemed to appoint the Condominium Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the insurance of the Condominium Project including the adjustment and settlement of any losses or claims.

Section 2. Co-owner Responsibility. A Co-owner will be solely responsible for any damage to any portion of the Condominium caused by the negligence of the Co-owner or his family members, guests, employees, agents or pets to the extent not covered by the Condominium Association's insurance, as well as the deductible portion of any covered claim. In addition, a Co-owner will be solely responsible for damage to his Unit and any improvements located within his Unit (except as provided in Section 1(a) above). Accordingly, each Co-owner shall secure adequate insurance to insure against any loss described in this Section. In addition, each Co-owner shall insure the personal property and contents within the Unit and, also obtain coverage for alternative living expense in the event of a fire. In the event a Co-owner fails to procure his own insurance, he will be uninsured for any loss that might occur to his Unit, or to any improvement upon or within his Unit or to himself or his property. Under no circumstances shall the Condominium Association be responsible to obtain any of the insurance coverage described in this Section 2. Co-owners shall provide evidence of the insurance required under this Section 2 in a form satisfactory to the Condominium Association.

ARTICLE IV. DESTRUCTION AND EMINENT DOMAIN

Section 1. Determination to Reconstruct or Repair. If all or any part of the Condominium Project shall be damaged or destroyed, the determination of whether it shall be reconstructed or repaired shall be made in the following manner:

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

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

Section 2. Condominium Association Responsibility for Repair. In the event of casualty, the Condominium Association shall be responsible for repairing the Common Elements

together with fixtures, improvements and alterations that are part of the building(s) in which the Units are located. Immediately after a casualty causing damage to property for which the Condominium Association has the responsibility of maintenance, repair and reconstruction, the Condominium Association shall obtain reliable and detailed estimates of the cost to replace the damaged property to a condition as comparable as possible to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost are insufficient, the Board of Directors shall have the authority, without Co-owner consent, to levy assessments against all Co-owners in sufficient amounts, to provide funds to pay the estimated or actual cost of repair or reconstruction.

Section 3. Co-owner Responsibility for Repair or Replacement. Except as otherwise provided in Section 2 above, a Co-owner will be responsible for any damage to his Unit. In addition, a Co-owner will be solely responsible for any damage to any portion of the Condominium caused by the negligence of the Co-owner, or the Co-owner's family members, guests, employees, agents or pets to the extent not covered by the Condominium Association's insurance, as well as for any deductible portion of a covered claim.

Section 4. Timely Reconstruction and Repair. If damage to the Common Elements, or to a Unit adversely affects the appearance of the Project, the Condominium Association or Co-owner responsible for the reconstruction, repair and maintenance shall proceed, without delay, and shall complete the necessary work within six months after the date of the occurrence which caused damage to the property.

Section 5. Eminent Domain. The Condominium Act and the following provisions shall control any taking of eminent domain.

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

(b) Taking Common Elements. If there is a taking of any portion of the Condominium other than any Unit, the award for such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements. An affirmative vote of more than fifty percent (50%) of the Co-owners in number and in percentage of value 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 Project continues after a taking by eminent domain, the remaining portion

of the Condominium Project shall be resurveyed and the Master Deed amended accordingly.

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

Section 6. Notification of FHLMC. In the event any mortgage in the Condominium Project is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon written request by FHLMC, the Condominium Association shall give it written notice of any loss to or taking of the Common Elements of the Condominium.

ARTICLE V. RESTRICTIONS

Section 1. General Use Requirements. The following restrictions shall apply to the entire Condominium Project:

(a) Residential Purposes. Each Unit in the Condominium Project shall be used for residential purposes and the Common Elements shall be used only for purposes consistent with the use of residences. No business, trade or commercial enterprise of any kind or nature whatsoever shall be constructed or carried on upon any Unit in the Condominium Project, except for in home offices which have no visible signage and which generate no traffic incompatible with the single family residential purpose of the subdivision.

(b) Activities. No unreasonably noisy activity shall occur on the Common Elements or in any Unit at any time. No Co-owner shall permit anything to be done in his Unit or on the Common Elements that will increase the rate of insurance on the Condominium without the written approval of the Condominium Association. Each Co-owner shall pay to the Condominium Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities that are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, sling shots or other similar dangerous weapons, projectiles or devices.

(c) Aesthetics. The Common Elements, General or Limited, shall not be used for storage of supplies, materials, personal property or trash of any kind, unless authorized by the Condominium Association. The storage of any item of personal property shall not violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase. No unsightly conditions shall be maintained in any private patio or any other exterior area. No trash shall be stored anywhere in the Condominium other than in approved trash receptacles and in accordance with any applicable local ordinance and the Condominium

Association's rules and regulations, if any. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

(d) Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads and patios shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements.

(e) Vehicles. There shall be no outdoor storage of a mobile home, motor home, house trailer or other recreational vehicle or trailer, and the outdoor storage of boats, snowmobiles, utility trailers, camping trailers, or any other kind of trailer is prohibited. "Storage" shall mean anything over forty-eight (48) hours in any one week. No commercial vehicle or trailer shall be parked or stored on any Unit in the Condominium Project unless it is placed wholly within an enclosed garage.

(f) Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs, or flowers or place any ornamental materials upon the Common Elements.

(g) Right of Access of Condominium Association. The Condominium Association or its agents shall have access to each Unit during business hours upon notice to the Co-owner, as may be necessary for the maintenance, repair or replacement of any of the, Common Elements. The Condominium Association or its agents shall also have access to each Unit, any improvements and any Common Elements, upon advance notice, as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. The Condominium Association or its agents shall also have access to each Unit and any Common Element at all times, upon advance written notice, for the purpose of inspections as to assure compliance with the terms of the Condominium Documents. This Section shall not be construed to grant the Condominium Association access to the interior portion of the Co-owner's Residence.

(h) Leasing and Leasing Procedures.

(i) Right to Lease. A Co-owner may lease his or her Unit only in the manner specified in subsection (b) below and only under the following circumstances:

(1) The Co-owner shall have occupied the Unit for a minimum of one (1) year after acquiring title to the Unit; and

(2) The tenant shall sign a written lease agreement, the initial term of which is at least twelve (12) months.

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

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

(2) The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

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

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

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

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

(i) Signs and Advertising. No signs, billboards, or other advertising devices of any kind shall be displayed or located on a Unit or on the Common Elements without the written permission from the Board of Directors. During the Construction and Sales Period, approval of any signs or other advertising devices shall be obtained from the Developer. During the Construction and Sales Period, the Developer may have one or more project signs, the size of which shall be determined in the sole discretion of the Developer. Any approved sign shall be constructed and installed in a professional manner. Any approved sign shall be kept clean and in good repair during the period of its maintenance on the Unit.

(j) Pets. No animals may be kept or bred for commercial purposes, and all shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. Any animal shall at all times be leashed and attended by some responsible person while outside of the Unit of the Co-owner who owns the animal. No animal may be permitted to run loose at any time upon the Common Elements, Limited or General. No exotic, savage or dangerous animal shall be kept. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Condominium Association for any loss, damage or liability which the Condominium Association may sustain as the result of the presence of such animal on the premises, regardless of whether the Condominium Association has given its permission for such animal's presence, and the Condominium Association may assess and collect from the responsible Co-owner reimbursement for such losses and/or damages in the manner provided in Article I herein. Each Co-owner shall be responsible for the collection and disposition of all fecal matter immediately after deposit by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the Condominium premises. In the event of any violation of this Section, the Board of Directors of the Condominium Association may assess fines for such violation in accordance with these Bylaws and any Rules and Regulations of the Condominium Association.

Section 2. Reserved Rights of Developer. None of the restrictions contained in this Article shall apply to the commercial activities, signs or billboards, if any, of the Developer during the Construction and Sales Period. Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas, reasonable parking and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized upon termination of use.

Section 3. Co-owner Alterations. No Co-owner shall make alterations in the exterior appearance or make any structural modifications to his Unit (including interior walls through or in which there exists easements for support or utilities) or in any way alter or modify the Common Elements within the Condominium during the Construction and Sales Period without the prior written consent of the Developer, and thereafter without the prior written consent of the Condominium Association. No construction work shall be performed after 7:00 p.m. or before

7:00 a.m. No attachment, appliance or other item may be installed that is designed to kill or repel insects or other animals by light or which emits any humanly audible sound. 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 such modification or improvement to the satisfaction of the Condominium Association, the Condominium 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 I hereof. The Co-owner shall indemnify and hold the Condominium 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, sump pump, or any element that affects Condominium Association responsibility in any way. Should access to any facilities of any sort be required, the Condominium Association may remove any coverings or attachments, including, but not limited to, finished basements and garages, of any nature that restrict such access and the Condominium Association will have no responsibility for repairing, replacing, or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Condominium Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Rules and Regulations. It is intended that the Board of Directors of the Condominium Association may make rules and regulations from time to time to reflect the needs and desires of a majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act and the Condominium Documents may be made and amended from time to time by any Board of Directors of the Condominium Association including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of such rules and regulations and amendments thereto shall be furnished to all Co-owners.

Section 5. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorneys' fees incurred by the Condominium Association in enforcing any of the restrictions set forth in this Article V and/or rules and regulations promulgated by the Board of Directors of the Condominium Association under this Article V, Section 5 of these Bylaws may be assessed to and collected from the responsible Co-owner in the manner provided in Article I hereof.

ARTICLE VI. ASSESSMENT OF FINES

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

shall not preclude injunctive relief, actual damages or other relief available to an aggrieved party under the Condominium Documents or these Bylaws.

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

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be personally delivered or sent by first class mail, postage prepaid, to the Co-owner and to any tenant, if applicable.

(b) Opportunity to Defend. The Co-owner shall have an opportunity to appear before the Board of Directors and offer evidence in defense of the alleged violation. The appearance before the Board of Directors shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the notice of violation set forth in (a) above.

(c) Default. Failure to appear or respond to the notice of violation in writing constitutes a default.

(d) Hearing and Decision. After a hearing conducted by the Board of Directors, the Board of Directors shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final. The Board may delegate its hearing responsibilities hereunder to a hearing panel comprised of one Board member and two non-Board members selected by the Board.

Section 3. Amounts. If the Board decides that the Co-owner has violated the Condominium Documents, the Board in its discretion may levy fines as follows:

(a) First Violation. No fine shall be levied.

(b) Second Violation. Up to a maximum \$100 fine.

(c) Third Violation. Up to a maximum \$200 fine.

(d) Fourth Violation and Subsequent Violations. Up to a maximum \$500 fine.

(e) Revision to Schedule. The foregoing schedule of fines may be revised by resolution of the Board, provided that fines may not be increased more than fifty percent (50%) in any calendar year.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-

owner to all liabilities, late charges and other remedies, including foreclosure, set forth in the Condominium Documents.

ARTICLE VII. MORTGAGES

Section 1. Notice to Condominium Association. Any Co-owner who mortgages his Unit shall notify the Condominium Association of the name and address of the mortgagee. The Condominium Association shall maintain such information in a book entitled "Mortgages of Units" (the "Book"). The Condominium Association may, at the written request of a mortgagee of any Unit, report any unpaid assessments for such Unit. The Condominium Association shall give the holder of any first mortgage covering any Unit in the Project written notification of any default by the Co-owner of such Unit in the performance of the obligations of the Co-owner under the Condominium Documents that is not cured within thirty (30) days.

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

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

ARTICLE VIII. VOTING

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

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Condominium Association until he has presented evidence of ownership of a Unit to the Condominium Association. A Co-owner who is in default in the payment of any installment of the annual assessment shall be unable to vote at any meeting of the Condominium Association, so long as said default continues. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article, or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Condominium Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Condominium Association designating the individual representative who shall

vote at meetings of the Condominium Association and receive all notices and other communications from the Condominium Association on behalf of such Co-owner. Such notice shall state the name, mailing address and email address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, mailing address and email address 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.

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

Section 5. Voting. Votes may be cast in writing signed by the designated voting representative or by proxy. Proxies must be filed with the Secretary of the Condominium Association at or before the appointed time of each meeting of the members of the Condominium Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a meeting of the members of the Condominium Association.

ARTICLE IX. MEETINGS

Section 1. Place of Meeting. Meetings of the Condominium Association shall be held at the principal office of the Condominium Association or at such other suitable place convenient to the Co-owners as may be designated by the Board. Meetings of the Condominium Association shall be conducted in accordance with Roberts Rule of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Condominium Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) in number of the Units have been sold and the purchasers qualified as members of the Condominium Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) in number of all Units that may be created, or fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting

of the members. The date, time and place of such meeting shall be set by the Board, and at least ten (10) days prior written notice shall be given to each Co-owner of record. Mailing notice to a representative or Co-owner at the address shown in the notice required by Article VIII, Section 3, shall be deemed served upon mailing. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Condominium Association shall be held on the third Thursday of April, and each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board, provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners, a Board, in accordance with the requirements of this Article. The Co-owners may also transact at annual meetings such other business of the Condominium Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Condominium 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 5. Notice of Meetings. It shall be the duty of the Secretary (or other Condominium Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose of the meeting as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to any such meeting. Mailing notice to a representative or Co-owner at the address shown on the notice required by Article VIII, Section 3 shall be deemed served upon mailing. 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 Condominium Association, shall be deemed due notice.

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

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

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

Section 9. Minutes/Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthful as evidence of the matters set forth in the minutes. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X. ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser, or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established, an Advisory Committee. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board and the other Co-owners and to aid in the transition of control of the Condominium Association from the Developer to Co-owners. The Advisory Committee shall cease to exist automatically when the non-Developer Co-owners have the voting strength to elect a majority of the Board. The Developer may remove and replace, at its discretion and at any time, any member of the Advisory Committee who has not been elected by the Co-owners.

ARTICLE XI. BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board shall be comprised of five (5) members, all of whom must be members of the Condominium Association or officers, partners, trustees, employees or agents of members of the Condominium Association, except for the first Board. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board, or its successors as selected by the Developer, shall manage the affairs of the Condominium Association until the appointment of the first non-Developer Co-owners to the Board. Elections for non-Developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) in number of the Units that may be created, one of the three directors shall be selected by non-Developer Co-owners. When the required percentage of conveyances has been met, the Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required director. Upon certification by the Co-owners to the Developer of the director so elected, the Developer shall immediately appoint such director to the Board to serve until the First Annual Meeting unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) in number of the Units that may be created, and before the conveyance of ninety percent (90%) of such Units, the non-Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units that may be created remain to be created. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners shall be convened to implement this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units that have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable-title to a non-Developer Co-owner, the non-Developer Co-owners shall have the right to elect a number of members of the Board equal to the percentage of Units they own, and the Developer the right to elect a number of members to the Board equal to the percentage of Units that are owned by the Developer and for which full assessments are paid by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board.

(iii) If the percentage of members of the Board that the non-Developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board multiplied by the percentage of Units held by the non-Developer Co-owners under subsection (b) results in a right of non-Developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the next whole number, which number shall be the number of members of the Board that the non-Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board.

Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (i).

(iv) Once the Co-owners have the right to elect a majority of the Board, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3.

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

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

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements.

(b) To levy and collect assessments from the members of the Condominium Association using the proceeds for the purposes of the Condominium Association.

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

(d) To rebuild improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in carrying out any purposes of the Condominium Association, and to secure the indebtedness by mortgage, pledge, or other lien on property owned by the Condominium Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Condominium Association in number and in value.

(h) To enforce the Rules and Regulations of the Condominium Association, if any.

(i) To establish such committees as it deems necessary, convenient or desirable, and to appoint persons thereto for the purpose of administration of the

Condominium, and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

- (j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board may employ for the Condominium Association, a professional management agent (which may include the Developer or any related person or entity), at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article. The Board may delegate to its management agent any other duties or powers which are by law or by the Condominium Documents required to be performed by or have the approval of the Board or the members of the Condominium Association. In no event shall the Board be authorized to enter into any contract with a professional management agent or any other contract providing for services by the Developer in which the maximum term is greater than three years, or which is not terminable by the Condominium Association upon ninety (90) days' written notice to the other party and no such contract shall violate the provisions of Section 55 of the Act.

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

Section 7. Removal. At any regular or special meeting of the Condominium Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty percent (30%) requirement set forth in Article VIII, Section 4. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-Developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors

in order to legally constitute its meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board 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 one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director personally, by mail, electronic mail, text or telephone, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each director given personally, by mail, electronic mail, text or telephone, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board, any directors 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 12. Quorum. At all meetings of the Board, 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. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty four (24) hours prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joining of a director in the action of a meeting by signing and concurring in the minutes of the meeting, shall constitute the presence of such director for purposes of determining a quorum.

Section 13. Action Without a Meeting. Action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting, if, before or after the action, all members of the Board then in office consent to the action in writing or by electronic transmission. The written consents shall be filed with the minutes of the Board of Directors.

Section 14. First Board of Directors. The actions of the first Board or any successors selected or elected before the Transitional Control Date shall be binding upon the Condominium Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board as provided in the Condominium Documents.

Section 15. Fidelity Bonds. The Board may require that all officers and employees of the Condominium Association handling or responsible for Condominium Association funds furnish adequate fidelity bonds. The premiums on the bonds shall be expenses of administration.

ARTICLE XII. OFFICERS

Section 1. Officers. The principal officers of the Condominium Association shall be a President, who shall be a member of the Board, a Secretary and a Treasurer. Any two offices may be held by one person.

(a) President. The President shall be the chief executive officer of the Condominium Association. He shall preside at all meetings of the Condominium Association and of the Board. The President 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 Condominium Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Condominium Association.

(b) Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Condominium Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(c) Treasurer. The Treasurer shall have responsibility for the Condominium Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Condominium Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Condominium Association, and in such depositories as may, from time to time, be designated by the Board.

Section 2. Election. The officers of the Condominium Association shall be elected annually by the Board 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, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

ARTICLE XIII. FINANCE

Section 1. Records. The Condominium 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 Condominium Association and the Co-owners. Such accounts and all other Condominium Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The books of account shall be reviewed annually by an independent accountant. Any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Condominium Association shall be a calendar year, unless changed by action of the Board for accounting reasons or other good cause.

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

ARTICLE XIV. INDEMNIFICATION OF OFFICERS AND DIRECTORS

A director or volunteer officer of the Condominium Association shall not be personally liable to the Condominium Association or its members for monetary damages for a breach of the director's or volunteer officer's fiduciary duty, except liability for any of the following: (i) the amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled; (ii) intentional infliction of harm on the corporation, its shareholders, or members; (iii) a violation of MCL 450.2551; (iv) an intentional criminal act; or (v) a liability imposed under MCL 450.2497(a). If the Michigan Nonprofit Corporation Act is subsequently amended to authorize corporate action further eliminating or limiting the personal liability of directors and/or officers, then the liability of a director or volunteer officer of the Condominium Association shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended. Any repeal or modifications of the foregoing provisions of this Article by the Co-owners shall not adversely affect any right or protection of a director or volunteer officer of the Board existing at the time of such repeal or modification.

The Condominium Association assumes the liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in MCL 500.3135.

ARTICLE XV. REMEDIES FOR DEFAULT

Any default by a Co-owner in complying with the Condominium Documents shall entitle the Condominium Association or another Co-owner or Co-owners to the following relief:

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

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Condominium Association, if successful, shall be entitled to recover all costs incurred by the Condominium Association as a result of the default and the actual attorneys' fees, not limited to statutory fees, incurred by the Condominium Association as a result of the default. Costs and attorney fees incurred before initiation of a lawsuit may also be recovered by the Condominium Association.

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

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Condominium Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article VI of these Bylaws.

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

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Condominium Association or any Co-owner or Co-owners pursuant to the 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.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Condominium Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XVI. AMENDMENTS

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

Section 2. Meeting. Upon the proposal of any amendments, 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 meeting, annual meeting or special meeting called for such purpose by an affirmative vote of 66-2/3% of all Co-owners in number.

Section 4. Consent of Mortgagees. The following amendments to the Bylaws shall require the consent of two-thirds (2/3) of first mortgagees:

(a) 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 to the Condominium Unit subject to the mortgagee's mortgage.

(b) Elimination of a requirement for the Association 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 to the Condominium Unit subject to the mortgagee's mortgage.

(c) The partial or complete modification, imposition, or removal of leasing restrictions for Condominium Units in the Condominium Project.

Whenever mortgagee consent is required, such amendment shall require the approval of two thirds (2/3) of only first mortgagees of record, allocating one vote for each mortgage held. Approval of mortgagees, where required, shall be solicited through written ballot. Any mortgagee ballot not returned within ninety (90) days of mailing shall be counted as approval for the change. Only those mortgagees who hold a recorded first mortgage or a recorded assignment of a first mortgage on the control date for such a note are entitled to vote.

Section 5. By Developer. Prior to the First Annual Meeting, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 6. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Clinton County Register of Deeds.

Section 7. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Condominium 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 Project irrespective of whether such persons actually receive a copy of the amendment.

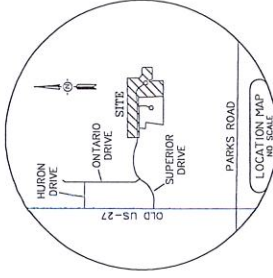
ARTICLE XVII. CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (a) The Master Deed, including the Condominium Subdivision Plan;
- (b) These Condominium Bylaws;
- (c) The Articles of Incorporation of the Condominium Association; and
- (d) The Rules and Regulations of the Condominium Association (if any).

**CLINTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 88**
**EXHIBIT "B" TO THE MASTER DEED OF
MONTROSE CONDOMINIUM NO. 1**

Attention: County Register of Deeds
The subdivision plan and deed must
be assigned in consecutive sequence. When a
number has been assigned to this project, it must
be properly shown in the title on this sheet and
in the surveyor's certification on sheet 2.



LEGAL DESCRIPTION:

Part of the Southwest 1/4 of Section 22, T7N, R2W, Bingham Township, Clinton County, Michigan, more particularly described as follows: Commencing at the Southwest corner of said Section 22; thence along the West line of said Section 22, North 00°34'22" West 1330.52 feet and North 89°47'16" East 2065.87 feet to the point of beginning; thence North 02°45'24" West 465.65 feet; thence South 87°16'52" West 335.08 feet; thence on a 533.00 foot radius curve to the right for an arc length of 27.81 feet, said curve having an internal angle of 02°59'22" and a long chord bearing of South 88°46'33" West for 27.81 feet; thence North 89°34'45" West 374.36 feet; thence North 00°32'32" West 66.01 feet; thence South 89°43'45" East 186.50 feet; thence North 07°52'04" East 149.03 feet; thence North 89°44'53" East 884.34 feet; thence South 00°23'33" East 219.40 feet; thence South 47°10'02" East 81.58 feet; thence North 89°29'18" East 117.82 feet; thence South 45°30'42" East 233.93 feet; thence South 00°30'42" East 174.26 feet; thence South 89°29'18" West 217.72 feet; thence North 22°41'26" West 69.37 feet; thence on a 75.00 foot radius curve to the right for an arc length of 30.20 feet, said curve having an internal angle of 23°04'26" and a long chord bearing of South 67°18'34" West for 30.00 feet; thence South 22°41'08" East 62.75 feet; thence South 00°12'44" East 193.75 feet; thence South 89°47'16" West 281.90 feet to the point of beginning; said parcel containing 8.82 acres, more or less; said parcel subject to all easements and restrictions, if any.

SURVEYOR

KEBS, Inc.
2116 Haslett Road
Haslett, MI 48840
(517) 339-1014

Developer

Matz Development Inc.
11920 Murano Drive
Dewitt, MI 48820
(517) 204-5029

SHEET INDEX

1. Cover Sheet
2. Survey Plan
3. Site Plan
4. Utility Plan
5. Building Plan A
6. Building Plan B
7. Building Plan C

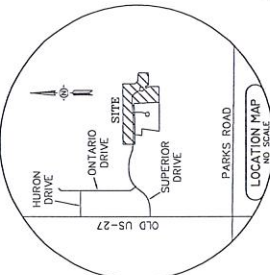


THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS SHALL BE PREPARED BY THE DESIGN PROFESSIONAL IN ACCORDANCE WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
95481.CND

Proposed Date: November 30, 2020
COVER SHEET SHEET 1 OF 7

MONTROSE CONDOMINIUM NO. 1



WEST 1/4 CORNER
SECTION 22, T4N, R2W
BOOK 3 PAGE 647
N 9286.99
E 2837.65

65' RIGHT OF WAY
DOCUMENT NO. 5100449

72' CONSUMERS POWER
DOCUMENT NO. 52884807

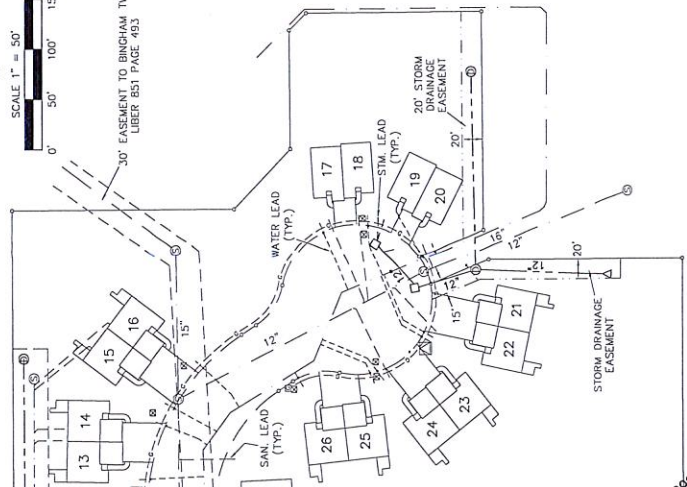
PROPOSED 35' STORM
DRAINAGE & SANITARY
SEWER EASEMENT

PROPOSED STORM
DRAINAGE & SANITARY
SEWER EASEMENT

SUPERIOR DRIVE - 66' WIDE R.O.W.

LEGEND

- BOUNDARY LINE
- EX. SANITARY SEWER
- PROP. SANITARY SEWER
- EX. STORM SEWER
- PROP. STORM SEWER
- GAS LINE
- ELECTRIC LINE
- EX. WATER LINE
- PROP. WATER LINE
- ⊕ SANITARY MANHOLE
- ⊕ DRAINAGE MANHOLE
- ⊕ CATCHBASIN
- ⊕ EX. FIRE HYDRANT
- ⊕ PROP. FIRE HYDRANT
- ⊕ TRANSFORMER
- ⊕ UTILITY PEDESTAL
- ⊕ GAS RISER
- ⊕ WATER RISER



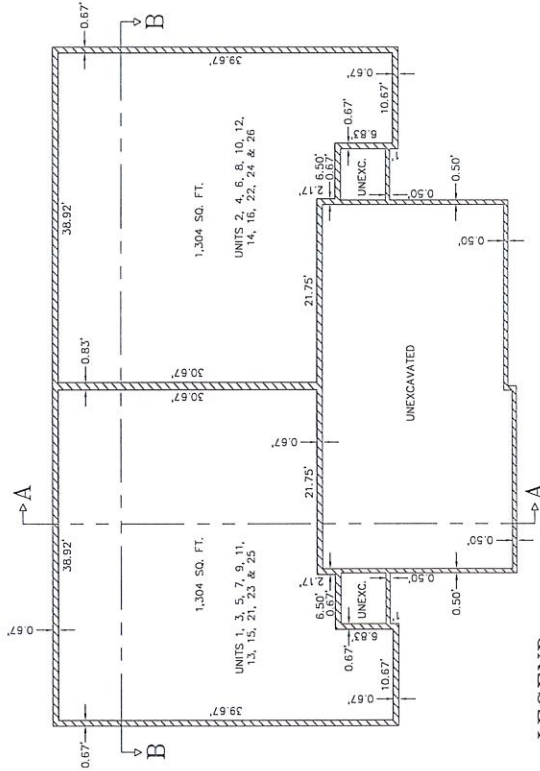
ELECTRIC	CONSUMERS ENERGY	AS BUILT
WATER	BINGHAM TWP.	MUST BE BUILT
SANITARY	BINGHAM TWP.	MUST BE BUILT
GAS	CONSUMERS ENERGY	MUST BE BUILT
STORM	CLINTON CO. DRAIN COMM.	MUST BE BUILT

NOTE: THE UTILITY INFORMATION SHOWN HEREON ARE NOT THE ACTUAL DESIGN PLANS. PLEASE CONTACT THE LOCAL OFFICIALS HAVING JURISDICTION IN THIS AREA TO OBTAIN THEM.

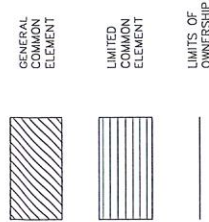
PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
ANN ARBOR, MICHIGAN 48106

Proposed Date: November 30, 2020
UTILITY PLAN SHEET 4 OF 7

MONTROSE CONDOMINIUM NO. 1

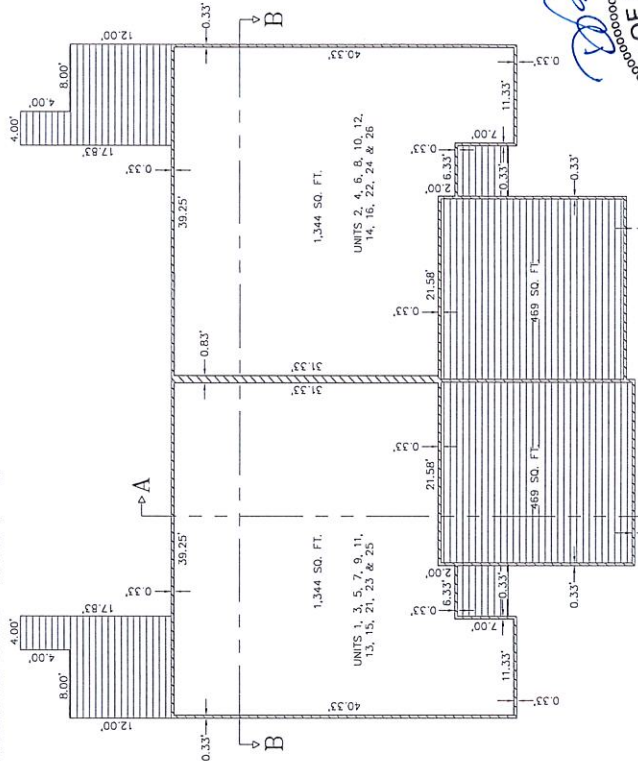
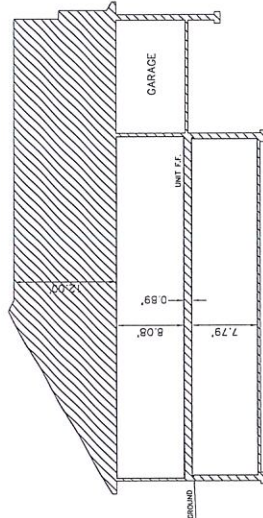


FOUNDATION PLAN

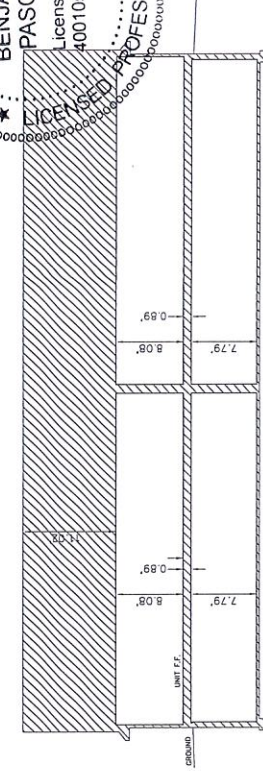


NOTE: ALL CORNERS ARE 90°

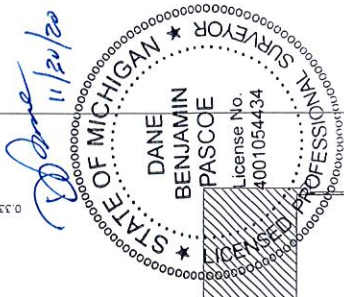
SECTION A-A



FIRST FLOOR PLAN



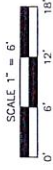
SECTION B-B






Proposed Date: November 30, 2020
BUILDING A PLAN SHEET 5 OF 7

PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
95461.010

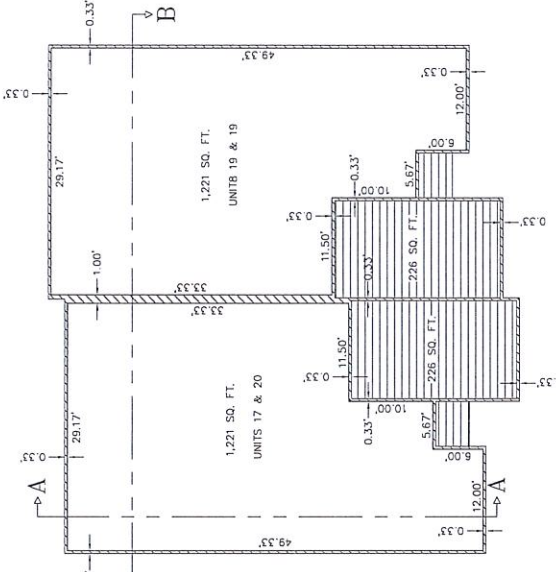
MONTROSE CONDOMINIUM NO. 1



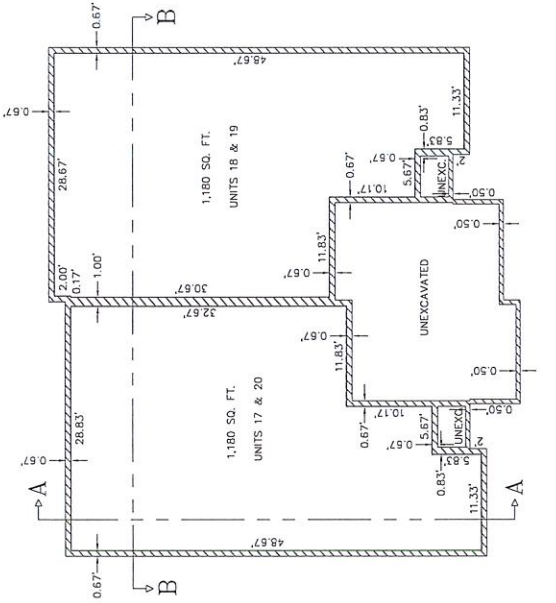
LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP

NOTE: ALL CORNERS ARE 90°

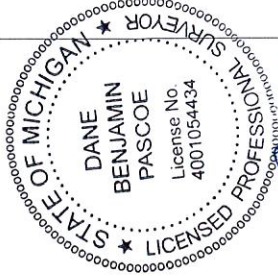


FIRST FLOOR PLAN

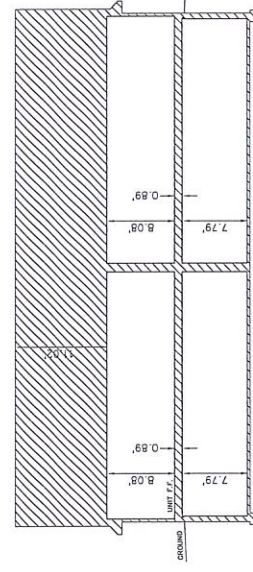


FOUNDATION PLAN

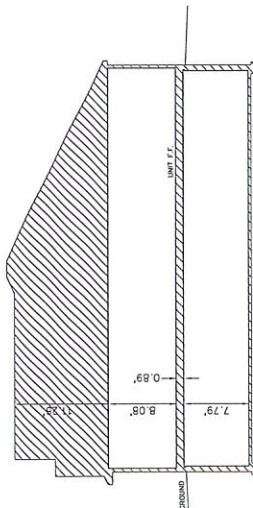
NOTE: UNITS 19 & 20 ARE MIRRORED



Dane Pascoe
11/30/20



SECTION B-B



SECTION A-A

Proposed Date: November 30, 2020
BUILDING B PLAN SHEET 6 OF 7

PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
95-081.DWG

