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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. 2
MASTER DEED**

Clinton County Condominium Subdivision Plan No. 89

THIS MASTER DEED is executed as of the 3RD 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. 2 as a condominium project under the Act. After being so established, Montrose Condominium No. 2 (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" shall mean the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

030-022-300-010-53, 030-022-300-010-52

Section 2. Association. "Association" shall mean Montrose Condominium Association No. 2, 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 or permitted of the Association shall be exercisable by its Board of Directors unless explicitly reserved to its 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, shall mean 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" shall mean Montrose Condominium No. 2, a condominium project established pursuant to the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" shall mean 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" shall mean 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 term "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. 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 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" shall mean that portion of the Condominium Project land designed and intended for separate ownership and use as described on the Condominium Subdivision Plan, Exhibit B attached to this Master Deed. Unless otherwise stated, a Unit shall not include any residence or other improvements constructed by a purchaser within the perimeter of a Unit. A purchaser shall be solely responsible for the cost of all improvements to the Unit.

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

ARTICLE II TITLE AND NATURE

The Condominium Project shall be known as Montrose Condominium No. 2. The Condominium Project consists of twelve (12) detached building sites each of which is intended for separate ownership and use and shall be known as a Condominium Unit. Each Condominium Unit consists of only the land included within the perimeter of the site as delineated on the Condominium Subdivision Plan (Exhibit B to this Master Deed). Each purchaser will hold title to his/her Unit and to any residential building ("residence") and other improvements constructed upon the Unit. The Developer is under no obligation to construct any residence or other improvements upon the Unit. However, all residences and improvements to be constructed upon the Unit and the Common Elements shall comply with the Developer's

Architectural/Building Specifications/Use Restrictions set forth in detail in Article V of the Bylaws (Exhibit A to this 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; thence North 89°47'16" East 1541.83 feet to the point of beginning; thence North 07°51'34" East 330.63 feet; thence North 89°43'45" West 120.72 feet; thence North 07°52'04" East 124.56 feet; thence South 89°43'45" East 197.60 feet; thence on a 533.00 feet radius curve to the left for an arc length of 27.81 feet, said curve having an internal angle of 02°59'22" and a long chord bearing of North 88°46'33" East for 27.81 feet; thence North 87°16'52" East 335.08 feet; thence South 02°45'24" East 465.65 feet; thence South 89°47'16" West 524.04 feet to the point of beginning.; said parcel containing 5.38 acres more or less; said parcel subject to all easements and restrictions if any.

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**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 electrical transmission service throughout the Project, including primary and secondary service lines up to the point where service is available for connection to a residence constructed within a Unit.

3. The telephone wiring system up to the point of connection with the service pedestal within each Unit.
4. The gas main distribution system throughout the Project up to the point where the service is available for connection to a residence constructed within a Unit.
5. The water distribution system throughout the Project up to the point where service is available for connection to a residence constructed within a Unit.
6. The sanitary sewer system throughout the Project up to the point where service is available for connection to a residence constructed within a Unit.
7. The storm sewer system throughout the Project.
8. The telecommunications and cable television systems throughout the Project, if and when they may be installed, up to, but not including connections to provide service to a residence constructed within a Unit.
9. Any lighting, fences and signs installed by the Developer within the Common Elements.
10. Such other areas of the Project not 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. Limited Common Elements are those portions of the Common Elements reserved for the exclusive use and enjoyment of one or more but not all Co-owners. Initially, there are no Limited Common Elements within the Condominium Project.

Section 2. Maintenance Responsibilities.

A. Association Responsibility.

Except as elsewhere provided in this Master Deed and/or the Bylaws, the Association shall be responsible for the maintenance, repair or replacement of all Common Elements, except to the extent of maintenance, repair or replacement due to the act or neglect of a Co-owner or his agent, guest, invitee, family member or pet, for which such Co-owner shall be solely responsible.

B. Co-owner Responsibility. Each Co-owner shall be responsible for the maintenance, decoration, repair and replacement of the following:

1. Each and every part of the Co-owner's Unit, including the exterior and interior of the residence constructed thereon;
2. Any maintenance, repair or replacement of any portion of the Condominium Project due to the act or neglect of a Co-owner or his agent, guest, invitee, family member or pet; and
3. Payment of all utilities attributable to the Co-owner's Unit.

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 without the prior written consent of the Developer during the Construction and Sales Period 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 PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached as Exhibit B. Each Unit shall consist of the land contained within the Unit boundaries as shown on the Condominium Subdivision Plan and delineated with heavy outlines together with all appurtenances but not including any residence or other improvements constructed by the Co-owner within the Unit.

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. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to survey errors, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists.

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. In addition, there shall be easements to, through and over those portions of the land for the continuing maintenance and repair of Common Elements and all utilities in the Condominium Project, which easements shall be administered by the Association.

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.

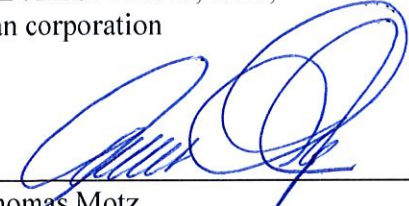
B. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees, the costs of which are administrative.

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

Section 6. Developer Approval. During the Construction and Sales Period, the Master Deed may not be amended without the prior written consent of the Developer.


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)
) ss.
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.


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

Drafted by and after recording return to:

Gail A. Anderson, Esq.
McClelland & Anderson, L.L.P.
1142 S. 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. 2

BYLAWS

MONTROSE CONDOMINIUM NO. 2, a site Condominium Project located in Bingham Township, Clinton County, Michigan, shall be administered by Montrose Condominium Association No. 2 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 Annual 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 one annual installment. 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 assessments 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 Annual 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 assessment levied is 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 \$2,000 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 annual assessment or to levy such additional assessments as it shall deem necessary.

(c) Special Assessments Benefitting All Units. In addition to the 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 \$2,000 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 within thirty (30) days of the date of such invoice.

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. 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, although a member of the Condominium Association, shall not be responsible at any time for payment of the annual Condominium Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including any dwellings and other improvements located thereon. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements, or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. A "completed residential dwelling" shall mean a dwelling with respect to which a certificate of occupancy has been issued by Bingham Township. Further the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claim against the Developer, any cost of investigating and preparing such litigation or claim, or similar 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 vandalism and malicious mischief insurance and liability insurance for all Common Elements within the Project. The Condominium Association shall, as it deems necessary, also carry fire and extended coverage and worker's compensation insurance, if applicable, for all of the Common Elements within the Project. 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. 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) Premium Expenses. All premiums upon insurance purchased by the Condominium Association pursuant to these Bylaws shall be expenses of administration.

(c) 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.

(d) Authority of Condominium Association to Settle Insurance Claims. Each Co-owner shall be deemed to appoint the Condominium Association as his/her 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 Coverage. Before the construction of a Residence on a Unit, each Co-owner shall obtain liability insurance coverage for occurrences within the Unit. During the construction of a Residence on a Unit, each Co-owner shall obtain builder's risk and liability insurance. After a Residence has been built on a Unit, each Co-owner shall obtain fire and extended coverage, vandalism, liability, and malicious mischief insurance for the Residence and all other improvements constructed or to be constructed within the Unit. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. In addition, each Co-owner shall insure the personal property and contents within the Residence and elsewhere within the Unit, and, also obtain coverage for alternative living expense in the event of a fire. Under no circumstances shall the Condominium Association be responsible to obtain any of the insurance coverage described in this Section 2.

ARTICLE IV. DESTRUCTION AND EMINENT DOMAIN

Section 1. Determination to Reconstruct or Repair. If all or any part of the Common Elements in the Condominium Project shall be damaged or destroyed, the Common Elements shall be rebuilt or repaired, 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.

Section 2. Co-owner Responsibility for Maintenance, Repair or Replacement. If there is damage to only a Residence or other improvement constructed within a Unit which is the responsibility of a Co-owner to maintain, repair and replace, it shall be the responsibility of the Co-owner to replace or to repair such damage. Likewise, in the event of any damage to any portion of the Condominium caused by the negligence of a Co-owner or that Co-owner's family members, guests, employees, lessees, agents or pets, it shall be the responsibility of the Co-owner to replace or repair such damage.

Section 3. Condominium Association Responsibility for Repair. Except as otherwise provided herein or in the Master Deed, the Association shall be responsible for the replacement, repair and maintenance of the Common Elements. 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 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 as 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. ARCHITECTURAL/BUILDING SPECIFICATIONS/USE RESTRICTIONS

Section 1. All Units shall be used and occupied for residential purposes exclusively. No building shall be erected, substantially altered, placed or permitted to remain on any Unit, other than one single family dwelling and attached garage. A "single family dwelling" is defined to mean a building that is designed for the exclusive purpose of being permanently affixed to the land and to be used exclusively by one family for residential purposes only.

Section 2. No dwelling or garage shall be erected, substantially altered or placed on any Unit in the Condominium Project unless and until the building plans, exterior design, exterior materials, including color, kind and type thereof, specifications and plans showing the location, topography, height and foundation and retaining walls and elevation of the dwelling on the Unit have first been approved in writing by the Developer or the Condominium Association's architectural control committee, as appropriate. Provided further, however, in the event Developer or the Condominium Association's architectural control committee, as appropriate, fails to give its written approval or disapproval within thirty (30) days of the proposed dwelling plan, exterior design, specifications and plans, etc., which have been submitted to it, such approval will not be required and this restriction will be deemed to have been fully complied with. Developer or the Condominium Association's architectural control committee, as appropriate, shall be the sole judge or judges of what is compliance with the restrictions and its decision shall be final.

Section 3. All dwellings and garages erected in the Condominium Project shall be of new construction. No dwelling or appurtenances heretofore constructed or built shall be moved from any other location to or placed on any Unit in the Condominium Project. All structures shall be completed on the exterior within six (6) months from commencement of construction. All structures must be completed and sites graded, sodded or seeded, and reasonably landscaped within one (1) year from date of commencement of construction.

Section 4.

(a) Any one-story dwelling shall have no less than 1,400 square feet of Liveable Floor Area.

(b) Any one and one-half, two-story, or split-level dwelling shall have no less than 800 square feet of Liveable Floor Area on the first floor and a minimum total of 1,600 square feet of Liveable Floor Area on the first and second floor.

(c) "Livable Floor Area" shall mean living area with finished walls and ceilings and approved floor finish. The term "Livable Floor Area" shall include all the area enclosed by and including, the exterior walls of the dwelling, but shall not include any space or area within basements, garages, breezeways, carports, porches or terraces.

Section 5. All dwellings shall have an attached two-car (or more) garage of at least 400 square feet. No detached garage may be erected on any Unit. Garage interiors shall be finish drywalled with a finish paint applied and windows and doors shall be finish trimmed. No carport shall be erected or maintained on any Unit.

Section 6. All driveway approaches and driveways leading from the hard surface street to a garage shall be made of paving brick or concrete materials.

Section 7. Five (5) foot concrete sidewalks shall be constructed and installed in front of each lot, along the full width of the lot, on the right-of-way according to the location and specifications established by Bingham Township.

Section 8. All basements in dwellings shall have at least 7-1/2 feet height from finish basement floor to bottom of floor joists of first floor.

Section 9. The design and material of all mailboxes shall be selected by Developer so as to maintain uniformity. Each Co-owner shall install and maintain the approved mailbox at its sole cost.

Section 10. One hardwood tree for every 50' of street frontage, having a trunk diameter of three inches (3") or larger shall be placed in the front yard of each Unit.

Section 11. Swimming and wading pools are permitted only with the prior approval of the Developer. No above-ground pools shall be permitted.

Section 12. No satellite dishes may be in excess of twenty inches (20") in diameter. All satellite dishes are to be installed so as not to distract the view from the street or adjoining properties.

Section 13. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any Unit in the Condominium Project. There shall be no outside incinerators for the burning of trash, papers, etc.

Section 14. No fence, privacy wall or hedge shall be constructed or grown on any Unit in the Condominium Project, except in conformance with the following:

(a) Fences, privacy walls or hedges of a decorative nature shall be located a minimum of eight feet (8') from any boundary shared in common with another Unit in the Condominium Project.

(b) Fences, privacy walls and hedges shall be of open construction not more than five feet (5') in height and shall not extend in front of the front dwelling line.

(c) Fences required by law or ordinances may be constructed around a swimming pool and shall be constructed of materials and in a manner that is not unsightly from neighboring lots.

(d) Fences must be of wood construction or approved metal, wrought iron or vinyl and must be approved in writing by Developer or its designated representatives.

Section 15. No temporary building, trailer, tent, shack, or other structures of similar nature shall be erected, moved to, or maintained upon any Unit.

Section 16. No outbuildings shall be erected or maintained upon any Unit.

Section 17. Soil removed from any Unit in excavation, grading or other alteration, shall, at the option of Developer, become the property of Developer and shall be removed by the owner of the Unit to such place as Developer may designate. Gravel, sand and other materials shall not be removed for sale from the Unit by any owner or contractor, but the same may be used for the purpose of constructing buildings or structures upon such Unit.

Section 18. No crops except kitchen gardens, orchard and small fruit trees and shrubs of reasonable size and number shall be grown on any Unit.

Section 19. Any dwelling or garage in the Condominium Project which may in whole or in part be destroyed by fire, windstorm or for any reason, must be rebuilt and all the debris removed and the lot restored to a slightly condition with reasonable promptness which, under no circumstances, shall exceed six (6) months from the date of such catastrophe.

Section 20. No poultry, livestock, commercial kennel of any kind, type or description shall be maintained or permitted within the Condominium Project. No domestic pets shall be allowed to become a nuisance.

Section 21. No billboards or advertising boards shall be constructed or maintained on any lot in the Condominium Project, except that signs of reasonable size may be placed on a lot for the purpose of advertising it for sale.

Section 22. 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.

Section 23. 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.

Section 24. It is intended that the Board of Directors of the Condominium Association may, from time to time, make reasonable rules and regulations, without Co-owner approval, to reflect the needs, desires, and problems arising in the Condominium. Copies of all such adopted rules, regulations and amendments shall be furnished to all Co-owners.

Section 25. No Unit shall be subdivided without the prior written approval of Developer and Bingham Township.

Section 26. The owners of all occupied Units within the Condominium Project shall keep their Unit landscaped and maintain their structures in good repair, consistent with the high standards of the Condominium Project. Prior to construction of a dwelling on any Unit, the Co-owner shall keep and maintain the Unit in a slightly condition consistent with the high standards of the Condominium Project, causing weeds and other growth to be cut. Notwithstanding the foregoing, it shall be the obligation of every lot Co-owner to prevent the accumulation of rubbish and debris on his or her Unit at all times, including periods of construction.

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, 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 three (3) 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.

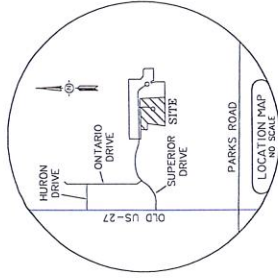
ARTICLE XVII. CONFLICTING PROVISIONS

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. 89
 EXHIBIT "B" TO THE MASTER DEED OF
 MONTROSE CONDOMINIUM NO. 2

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



Surveyor

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

Developer

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

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; thence North 89°47'16" East 1541.83 feet to the point of beginning; thence North 07°51'34" East 330.63 feet; thence North 89°43'45" West 120.72 feet; thence North 07°52'04" East 124.56 feet; thence South 89°43'45" East 197.60 feet; thence on a 533.00 feet radius curve to the left for an arc length of 27.81 feet, said curve having an internal angle of 02°59'22" and a long chord bearing of North 88°46'33" East for 27.81 feet; thence North 87°46'52" East 335.08 feet; thence South 02°45'24" East 465.65 feet; thence South 89°47'16" West 524.04 feet to the point of beginning.; said parcel containing 5.38 acres more or less; said parcel subject to all easements and restrictions if any.

SHEET INDEX

1. Cover Sheet
2. Survey Plan
3. Site Plan
4. Utility Plan

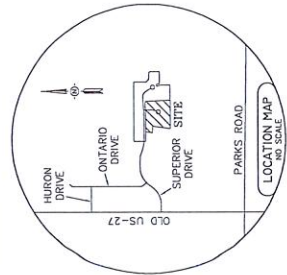


THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL JURISDICTION. CONTACT THE 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 4

MONTROSE CONDOMINIUM NO. 2

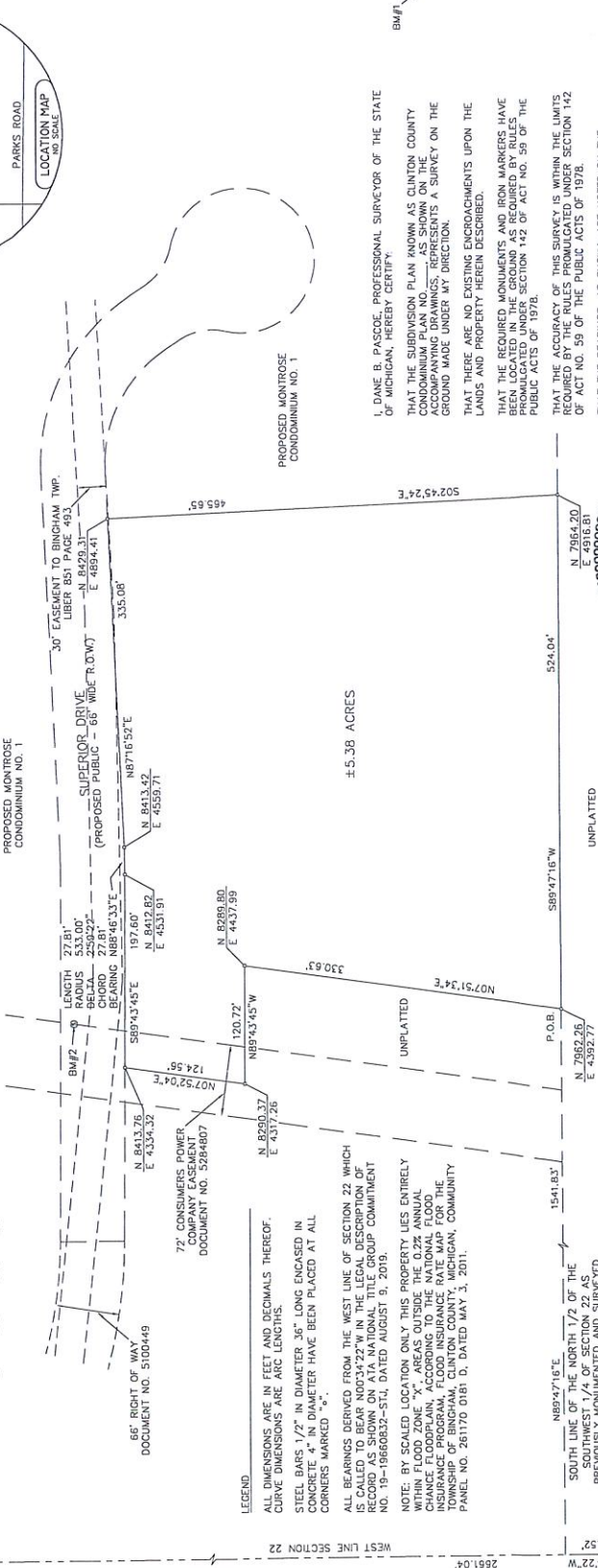


BENCHMARK #1 ELEV. = 752.89 (NAV08B)
 WEST UPPER FLANGE BOLT ON HYDRANT LOCATED 48± EAST & 43± NORTH OF NORTHEAST CORNER OF BINGHAM TWP. UTILITY BUILDING

BENCHMARK #2 ELEV. = 752.40 (NAV08B)
 RIM OF SANITARY MANHOLE IN SUPERIOR DRIVE. 45± EAST AND 50± NORTH OF NORTHWEST CORNER OF PROPERTY



WEST 1/4 CORNER OF SECTION 22, T7N, R2W BOOK 3 PAGE 647



LEGEND

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. CURVE DIMENSIONS ARE ARC LENGTHS.

STEEL BARS 1/2" IN DIAMETER 36" LONG ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL CORNERS MARKED "o".

ALL BEARINGS DERIVED FROM THE WEST LINE OF SECTION 22 WHICH IS CALLED TO BEAR N00°34'22"W IN THE LEGAL DESCRIPTION OF RECORD AS SHOWN ON A TA NATIONAL TITLE GROUP COMMITMENT NO. 19-19860832-S1J, DATED AUGUST 9, 2019.

NOTE: BY SCALED LOCATION ONLY THIS PROPERTY LIES ENTIRELY WITHIN FLOOD ZONE "X". AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD ZONE ARE SHOWN ON THE FLOOD INSURANCE RATE MAP FOR THE TOWNSHIP OF BINGHAM, CLINTON COUNTY, MICHIGAN, COMMUNITY PANEL NO. 261170 0181 D, DATED MAY 3, 2011.

I, DANE B. PASCOE, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS CLINTON COUNTY CONDOMINIUM PLAN NO. 19860832-S1J AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION.

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

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

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

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY AS OBTAINED BY MEASUREMENTS MADE IN THE FIELD UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.



DATE: 11/30/20

DANE B. PASCOE
 PROFESSIONAL SURVEYOR NO. 54434
 2115 HASLETT ROAD
 HASLETT, MICHIGAN 48840

NOTE: BOUNDARY INFORMATION BASED ON PARCEL 2 ON A CERTIFICATE OF SURVEY BY DC ENGINEERING FILE NO. MOTZ HOMES COMMERCE CONDOS, DATED JUNE 5, 2018.

SOUTHWEST CORNER SECTION 22, T7N, R2W BOOK 3 PAGE 552

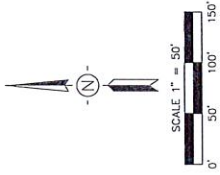
PREPARED BY:
 DANE B. PASCOE
 2115 HASLETT ROAD
 HASLETT, MICHIGAN 48840
 95481.CND

Proposed Date: November 30, 2020
 SURVEY PLAN SHEET 2 OF 4

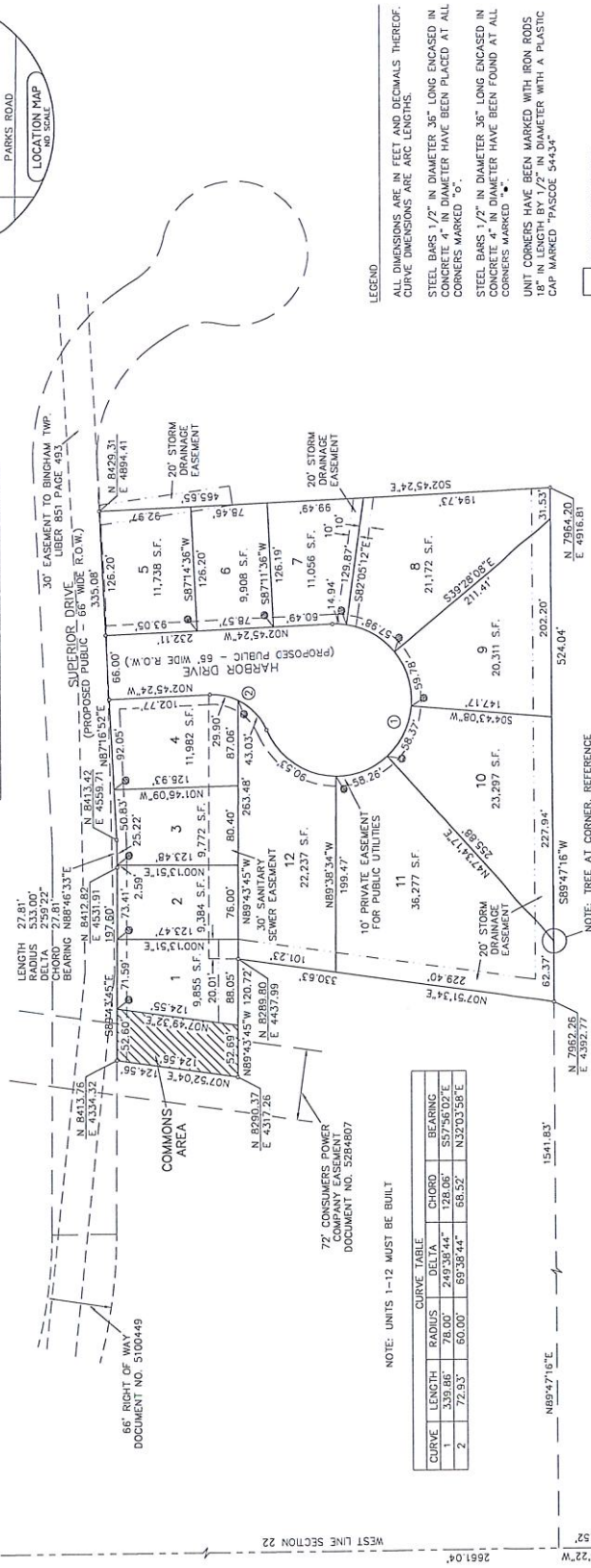
MONTROSE CONDOMINIUM NO. 2

COORDINATE DATA

UNIT	NORTHING	EASTING	UNIT	NORTHING	EASTING
1	8413.51	4386.92	7	8176.59	4778.81
2	8413.17	4458.50	8	8127.28	4750.90
3	8412.82	4534.50	9	8110.00	4695.19
4	8415.83	4610.49	10	8135.14	4644.01
5	8330.38	4772.83	11	8188.27	4623.61
6	8251.91	4776.61	12	8288.55	4701.46



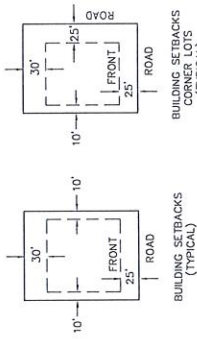
WEST 1/4 CORNER
SECTION 22, 17N, R2W
BOOK 3 PAGE 547
N 9286.99
E 2837.65



NOTE: UNITS 1-12 MUST BE BUILT

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING
1	139.46'	70.00'	240.5144"	126.08° S57°56'02"E
2	72.93'	60.00'	69.5844"	66.52° N32°03'58"E



NOT TO SCALE
NOTE: SETBACK DISTANCES ARE SUBJECT TO VERIFICATION BY THE CHARTER TOWNSHIP OF BINGHAM.

PREPARED BY:
KES INC.
1000 HASLETT ROAD
HASLETT, MICHIGAN 48840
95481.CND

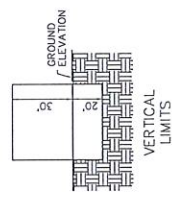


11/30/20

Proposed Date: November 30, 2020
SITE PLAN SHEET 3 OF 4

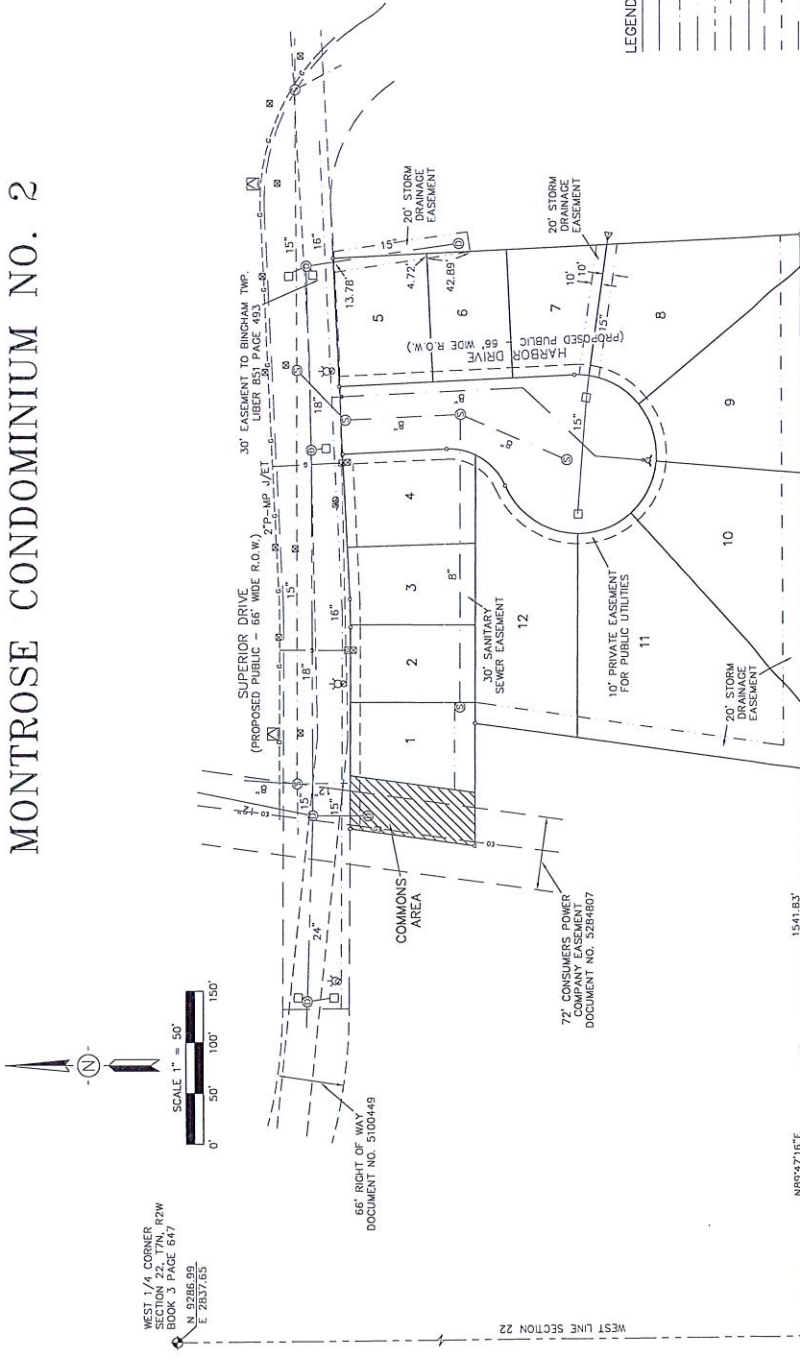
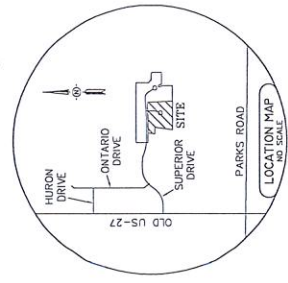
LEGEND
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. CURVE DIMENSIONS ARE ARC LENGTHS.
STEEL BARS 1/2" IN DIAMETER, 36" LONG ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL CORNERS MARKED "C".
STEEL BARS 1/2" IN DIAMETER, 36" LONG ENCASED IN CONCRETE 1" IN DIAMETER HAVE BEEN FOUND AT ALL CORNERS MARKED "C".
UNIT CORNERS HAVE BEEN MARKED WITH IRON RODS 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED "PASCOE 54434".

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- COORDINATE LOCATION
- NORTHING COORDINATE
EASTING COORDINATE



NOTE: TREE AT CORNER REFERENCE NEOR & CASES, SET 5.0' WEST & S.0' NE ON UNIT 11 LINES

MONTROSE CONDOMINIUM NO. 2



- 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.

WEST 1/4 CORNER
SECTION 22, 17N, R2W
BOOK 3 PAGE 647
N 92865.99
E 2837.65

66' RIGHT OF WAY
DOCUMENT NO. 5100449

77' CONSUMERS OWNER
DOCUMENT NO. 5264807

1541.83'

N89°47'16" E

1330.52'

N03°4'22" W

7884.25'

PREPARED BY:
KEIS, INC.
1400 ETT ROAD
HASLETT, MICHIGAN 48840
95481.0ND

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