

CO-OWNER INFORMATION BOOKLET

FOR

**HARBOUR POINTE ON THE LAKE
CONDOMINIUM**

**A RESIDENTIAL CONDOMINIUM
LOCATED IN THE TOWNSHIP OF WATERFORD
OAKLAND COUNTY, MICHIGAN**

UPDATED: September, 2014

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LISA BROWN, CLERK/REGISTER OF DEEDS

**AMENDED AND RESTATED MASTER DEED OF
HARBOUR POINTE ON THE LAKE
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)
COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 981**

This Amended and Restated Harbour Pointe on the Lake is made and executed this 18th day of September, 2014, by Harbour Pointe on the Lake Homeowners Association, a Michigan nonprofit corporation (the "Association"), whose registered office is c/o 3080 Orchard Lake Rd., Ste. J, Keego Harbor, MI 48320, represented herein by Richard Freeman, the President of the Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Condominium Act."

The Association desires by recording this Amended and Restated Master Deed, together with the Amended and Restated Condominium Bylaws attached hereto as Exhibit "A," and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B," which is hereby incorporated by reference and made a part hereof as Exhibit B applicable hereto, to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act. The original Master Deed for Harbour Pointe on the Lake, recorded in Liber 16330, Pages 166 et seq., along with the First Amendment thereto recorded in Liber 17211, Pages 628 et seq., the Second Amendment thereto recorded in Liber 17304, Pages 600 et seq., the Third Amendment thereto recorded in Liber 17707, Pages 854 et seq., and the Fourth Amendment thereto recorded in Liber 25824, Pages 288 et seq., Oakland County Records, are superseded hereby (except for the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B).

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

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

**ARTICLE I
TITLE AND NATURE**

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Harbour Pointe on the Lake, Oakland County Condominium Subdivision Plan No. 981. The Condominium is established in accordance with the Condominium Act. The Condominium consists of 54 Units, numbered 1 through 54.

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

Section 3. Voting. Co-owners shall have voting rights in Harbour Pointe on the Lake Homeowners Association as set forth herein, in the Amended and Restated Condominium Bylaws and Articles of Incorporation of the Association.

**ARTICLE II
LEGAL DESCRIPTION**

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

Land located in the Township of Waterford, Oakland County, Michigan, described as:

A part of the East ½ of Section 35, T.3N., R.9E., Waterford Township, Oakland County, Michigan, and that portion of "Venice of the Lakes" as recorded in Liber 15, Page 35 of miscellaneous records, Oakland County, Michigan, more particularly described as follows: Commencing at the West ¼ corner of Section 35 thence North 89 degrees 56 minutes 11 seconds East along the East-West ¼ line of said Section and the centerline of Cass-Elizabeth Lake Road 2635.56 feet to the Center of Section 35, said point being located in the intersection of Cass Lake Road and Cass-Elizabeth Road; thence due North, along the North-South ¼ line of said Section and the centerline of said Cass Lake Road 42.00 feet to the Point of Beginning, thence continuing along said North-South ¼ line and said centerline; due North 592.17 feet; thence due East 170.02 feet; thence North 33 degrees 35 minutes 03 seconds East 72.28 feet; thence due North 60.00 feet; thence North 89 degrees 55 minutes 17 seconds East (recorded as North 89 degrees 57 minutes 40 seconds East) 669.79 feet along the south line of said "Otter Hills" to the SE corner of said subdivision; thence South 00 degrees 23 minutes 53 seconds East (recorded as South 00 degrees 37 minutes 00 seconds East) 20.00 feet; thence North 89 degrees 59 minutes

05 seconds East 610.10 feet to "Traverse Point A"; thence continuing North 89 degrees 59 minutes 05 seconds East 30 feet more or less to the centerline of the Dolphine Canal; thence Southwesterly along the centerline of said canal 670 +/- feet, more or less; thence North 45 degrees 25 minutes 26 seconds West 38 feet, more or less, to Traverse Point "G" said Traverse Point being traversed South 26 degrees 54 minutes 09 seconds West 603.33 feet from Traverse Point "A"; thence North 45 degrees 25 minutes 26 seconds West 121.98 feet; thence South 44 degrees 34 minutes 34 seconds West 68.00 feet; thence South 45 degrees 25 minutes 26 seconds East 90.62 feet; thence South 32 degrees 16 minutes 50 seconds East 58.83 feet to Traverse Point "H", said Traverse Point being traversed South 26 degrees 54 minutes 10 seconds West 85.41 feet from Traverse Point "G", thence continuing South 32 degrees 16 minutes 50 seconds East 20 feet, more or less, to the centerline of the Dolphine Canal; thence Southwesterly along the centerline of said canal 275 feet, more or less, thence North 74 degrees 00 minutes 00 seconds West 10 feet, more or less, to Traverse Point "F" said point being traversed South 65 degrees 38 minutes 11 seconds West 312.93 feet from Traverse Point "H"; thence North 74 degrees 00 minutes 00 seconds West 294.12 feet; thence South 65 degrees 00 minutes 00 seconds West 125.00 feet; thence South 80 degrees 30 minutes 00 seconds West 37.00 feet; thence North 69 degrees 00 minutes 00 seconds West 78.00 feet; thence South 89 degrees 57 minutes 40 seconds West 388.00 feet to the Point of Beginning.

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Part of Tax Item No. 13-35-253-007, which property includes: Boat slips M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II and JJ formerly part of The Harbours Condominium pursuant to Master Deed recorded at Liber 9755, Page 01 Oakland County Records; Oakland County Condominium Plan No. 483. Tax Item Nos. 13-35-253-003, 13-35-403-058, -059, -060, -061, -062, -063, -064, -065, -066, -067, -068, -069, -070, -071, -072, -073, -074, -075, -076, -077, -078, -079, -080 and -081, respectively.

Together with easement rights over a private roadway described as commencing at a point north 89 degrees 56 minutes 11 seconds east 2635.56 feet from the west ¼ corner of section 35; thence due north 42 feet; thence north 89 degrees 57 minutes 40 seconds east 388 feet to a point; thence due south 72 feet; thence south 89 degrees 57 minutes 40 seconds west 388 feet to a point; thence due north 30 feet to the point of beginning of said easement parcel.

ARTICLE III DEFINITIONS

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

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

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

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

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

E. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Amended and Restated Condominium Bylaws of Harbour Pointe on the Lake pertaining to the operation of the Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

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

G. "Condominium Documents" wherever used, means and includes this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws attached as Exhibit "A" hereof, the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", the Articles of Incorporation for the Association and the Rules and Regulations, if any, of the Association.

H. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to the Condominium.

I. "Condominium Project," "Condominium" or "Project" means Harbour Pointe on the Lake as a Condominium established in conformity with the provisions of the Condominium Act.

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

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

L. "Developer" shall refer to Phoenix Land Development Corporation, a Michigan corporation, which made and executed the original Master Deed, and its successors and assigns.

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

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

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

P. "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Amended and Restated Master Deed.

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

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

ARTICLE IV COMMON ELEMENTS

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

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

(1) Land. The land described in Article II hereof (excluding any part thereof included in the Units) and beneficial easements, if any, described in Article II hereof, including any drives, parking areas, walks and landscaped areas, all to the extent not designated as Limited Common Elements;

(2) Roads. The roads throughout the Condominium as designated on the Condominium Subdivision Plan;

(3) Utility Systems. The storm water drainage system throughout the Condominium, including below-ground and above-ground systems, and the electrical, gas, water, sanitary sewer, storm sewer, telephone, plumbing and cable television (if any) networks or systems throughout the Condominium, including that contained within Units to the extent that the portion within the Unit is a main that also services other Units (leads connecting utility mains to Residences built within Units are not Common Elements). Some or all of the utility lines, systems and mains described herein may be owned by the local public authority or by the company that is providing the respective service. Accordingly, such utility lines, systems and mains shall be General Common Elements only to the extent of the Co-owners' interest therein, if any;

(4) Beneficial Easements. All beneficial utility and drainage easements; and

(5) Other. All other elements not herein designated as General or Limited Common Elements, which are intended for common use or are necessary to the existence, upkeep or safety of the Condominium.

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

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

(1) Driveways, Entry Walks and Front Porches. The driveways, entry walks and front porches providing access to individual Units are appurtenant to the Units served thereby as shown on the Condominium Subdivision Plan;

(2) Patio, Garden and/or Landscaping Area. The patio, garden and/or landscaping area lying within the Limited Common Element area at the rear, on the sides and in front of each Unit as shown on the Condominium Subdivision Plan;

(3) Boat Slips. The boat slips located within Harbour Pointe on the Lake Marina as shown on the Condominium Subdivision Plan and numbered M through JJ are appurtenant to the Unit to which the same are assigned as set forth on Exhibit C attached hereto and made a part hereof;

(4) Boat Docks. Boat docks located within Harbour Pointe on the Lake Marina as shown on the Condominium Subdivision Plan are appurtenant to the Unit to which the

same is assigned either in this Master Deed or amendments hereto or in individual conveyances as recorded in the Oakland County Records; and

(5) Land Adjacent to Boat Docks. The land areas immediately adjacent to the boat docks and boat slips as shown on the Condominium Subdivision Plan (within which a boardwalk may be established) are appurtenant to the Unit to which such individual boat slips are appurtenant.

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

A. Co-owner Responsibilities:

(1) Unit and Residences. Subject to applicable ordinances, the building and use restrictions set forth herein and in the other Condominium Documents and the Association's mandatory prior approval and control with respect to color, style, timing, material and appearance, which approval must be in writing, the responsibility for and the costs of maintenance, decoration, repair and replacement of the Unit including the Residence and all other improvements within each Unit shall be borne by the Co-owner of the Unit.

(2) Limited Common Elements. Each Co-owner shall maintain, repair and replace all Limited Common Elements appurtenant to the Co-owner's Unit. All costs of maintenance, upkeep, repair and replacement of the boat docks and the boat slips designated as Limited Common Elements shall be solely the responsibility of the Co-owners of the Units to which such Limited Common Elements are appurtenant, and such costs shall be separately allocated by the Association, pro-rata, based upon the number of boat slips and docks whose right of use has been assigned to individual Co-owners. Co-owners of the Units to which such Limited Common Element boat docks or slips are appurtenant shall be responsible for obtaining and maintaining, at their sole cost and expense, all necessary casualty and liability insurance coverage related to such boat docks or slips or to the use of Dolphine Canal (as described on the Condominium Subdivision Plan) by any such Co-owners or their families, guests, invitees or agents. Notwithstanding the foregoing or anything to the contrary contained herein, the Association shall be responsible for maintenance, upkeep, repair and replacement of the boardwalk, seawall, and Marina lighting, as well as for the periodic application of weed control herbicides in Dolphine Canal.

(3) Utility Charges. All costs of separately metered and billed electricity, water, sewer, gas, telephone, cable TV and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. The Association will be responsible for all utilities servicing General Common Elements as expenses of administration.

(4) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or

General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner. A Co-owner shall refrain from repairing, altering, replacing, removing, painting, decorating or changing the exterior of a Unit or any exterior appendage, including, without limitation, air conditioning units and Unit entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Association's prior written consent pursuant to Article VI of the Amended and Restated Condominium Bylaws.

(5) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by that Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Amended and Restated Condominium Bylaws.

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

B. Association Responsibilities:

(1) General Common Elements. The Association shall maintain, repair and replace all General Common Elements and any landscaped areas in the cul-de-sac islands and the entranceways located in the roads (whether publicly dedicated or not) and the expenses thereof shall be paid by the Association as an expense of administration.

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

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

D. Rights of Township. In the event that the Association shall at any time fail to carry out one or more of the responsibilities set forth in Article IV(c), and/or in the event of a failure to preserve, repair or maintain such areas or facilities in reasonable order and condition, the Township may serve written notice upon the Association setting forth the deficiencies in such preservation, repair and/or maintenance. The notice shall set forth a demand that the deficiencies be cured within a stated reasonable time period and the date, time and place of a hearing before the Township Board of Trustees, or such other board, body or official delegated by the Township Board of Trustees for the purposes of allowing the Association to be heard as to why the

Township should not proceed with such preservation, repair and/or maintenance which has not been so undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the conclusion of the hearing, the Township Board of Trustees, or such other board, body or official delegated by the Township Board of Trustees to conduct the hearing, shall determine that such preservation, repair and/or maintenance has not been undertaken within the time specified in the notice, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Condominium or to cause its agents or contractors to enter upon the Condominium and to perform such preservation, repair and/or maintenance as reasonably found by the Township to be appropriate. The cost and expense of making and financing such preservation, repair and/or maintenance, including the cost of notices by the Township and reasonable legal fees incurred by the Township shall be paid by the Association and such amount shall constitute a lien on an equal pro rata basis as to all of the Units. The Township may require the payment of such monies prior to the commencement of the necessary preservation, repair and/or maintenance. If such cost and expense has not been paid within 30 days of the date of receipt by the Association of the statement therefor, all unpaid amounts may be placed on the delinquent tax roll of the Township as to each delinquent Unit and the same shall accrue interest and penalties and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes.

ARTICLE V USE OF UNITS AND COMMON ELEMENTS

No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances of the Township of Waterford, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Unit Description. The Condominium consists of 54 residential Units. Each Unit is described in this Section with reference to the Condominium Subdivision Plan as prepared by Basney & Smith, Inc., which is attached as Exhibit "B" to the original Master Deed. Each Unit shall include all that space contained within the Unit boundaries as shown on the Condominium Subdivision Plan and delineated with heavy outlines.

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

the Developer to establish the foregoing Percentages of Value was to determine that the expenses incurred by the Association in connection with the Units should be approximately equal as to each Unit.

ARTICLE VII EASEMENTS

Section 1. Easements for Encroachment and Utilities.

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

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

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through any portion of any General Common Elements for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion.

Section 3. Association's Easement for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain their Unit, Residence or any Limited Common Elements appurtenant thereto for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, in the event a Co-owner fails, as required by the Condominium Documents, to properly and adequately maintain, decorate, repair, replace or otherwise keep their Unit, Residence or any improvements or appurtenances located therein, or any Common Elements for which the Co-owner is responsible, the Association shall have the right (but not the obligation) and all necessary easements in furtherance thereof, to take whatever actions it deems desirable to so maintain, decorate, repair or replace the Unit, Residence, its appurtenances or any of the Common Elements for which the Co-owner is responsible, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs

incurred by the Association in performing any responsibilities as set forth in this Section shall be assessed against such Co-owner in accordance with Article II of the Amended and Restated Condominium Bylaws and shall be immediately due and payable. Further, the lien for nonpayment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Utility and Other Easements. Easements for the construction, installation and maintenance of public utilities (including sanitary sewer), storm sewerage, drainage facilities, are reserved as shown on the Condominium Subdivision Plan. Within all of the foregoing Easements, unless the necessary approvals are obtained from the Township and any other appropriate municipal authority and except for the paving necessary for each Residence's driveway, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the Easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by anyone in the finished grade of the Condominium. The easement area of each Unit and all improvements in it shall be maintained in a presentable condition continuously by the Co-owner, except for those improvements for which a public authority or utility company is responsible, and the Co-owner shall be liable for damage to service facilities therein. Except as may be otherwise provided herein, each Co-owner shall maintain the surface area of easements within their Unit, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

Section 5. Emergency and Public Service Vehicle Access Easements. There shall exist for the benefit of the Township of Waterford or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the Township or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school transportation (both public and private), and other lawful governmental or private emergency services to the Condominium and Co-owners thereof. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

Section 6. Consent Judgment. Notwithstanding anything in the Condominium Documents to the contrary, all use, development and improvement of the Condominium shall be restricted and shall be subject to the terms and provisions of the Consent Judgment entered June 18, 1982, recorded in Liber 10252, Pages 799 et seq., as amended by the First Amendment thereto entered July 11, 1989, recorded in Liber 10346, pages 603 et seq., and by the Second Amendment thereto entered September 1, 1995, recorded in Liber 15642, Pages 612 et seq., Oakland County Records.

Section 7. Declaration of Easements and Agreement for Maintenance. The Condominium is subject to that certain Declaration of Easements and Agreement for Maintenance dated January 31, 1992, recorded in Liber 12356, Pages 254 et seq., as amended by the First Amendment thereto dated May 13, 1997, recorded in Liber 17211, pages 624 et seq., Oakland County Records.

Section 8. Road Improvement Special Assessment District. Upon approval by the affirmative vote of not less than 51% of all Co-owners and notwithstanding anything contained in Article II of the Amended and Restated Condominium Bylaws, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of public roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

Section 9. Public Road Access Restriction. The sole means of access for every Unit to and from Cass Elizabeth Road shall be over the Condominium roads depicted on the Condominium Subdivision Plan. Direct access to Cass Elizabeth Road from any Unit is prohibited. This provision may not be amended without the prior written approval of the Township.

Section 10. Non-Disturbance of Wetlands in Harbour Park. The land designated as Harbour park on the Condominium Subdivision Plan includes wetland areas that are protected by the Goemaere-Anderson Wetland Protection Act, Public Act No. 203 of 1979 and the Waterford Township Ordinance No. 155 of December 10, 1990, as amended on June 19, 1994. Under the provisions of the Goemaere-Anderson Wetland Protection Act, activities affecting wetland areas may only be undertaken after a permit has been obtained by from the Michigan Department of Environmental Quality. Restricted activities include any disturbance of a wetland by depositing material in the wetland, dredging or removing material from the wetland, draining water from the wetland and constructing, operating or maintaining any use or development in the wetland. In order to assure that no inadvertent violations of the Goemaere-Anderson Wetland Protection Act occur, no Co-owner may disturb the wetland areas in Harbour Park.

ARTICLE VIII AMENDMENTS

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

Section 1. Co-owner Approval. Amendments may be made and recorded by the Association upon being approved by the Co-owners of a simple two-thirds (2/3rds) of the Units in the Condominium entitled to vote as of the record date for such vote, except as hereinafter provided.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgages (as defined in Section 90a(9) of the Condominium Act), such amendment shall require the consent of not less than two-thirds (2/3rds) of all mortgagees of

record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.

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

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

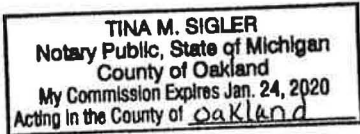
IN WITNESS WHEREOF, the Association has caused this Amended and Restated Master Deed to be executed the day and year first above written

Harbour Pointe on the Lake Homeowners Association, a Michigan Nonprofit Corporation

By: [Signature]
Name: Richard Freeman
Title: President

STATE OF MICHIGAN)
) ss:
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 18th day of September, 2014 by Richard Freeman, the President of Harbour Pointe on the Lake Homeowners Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.



[Signature]
Tina M. Sigler, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 1/24/2020

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

CERTIFICATION

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, Kathleen LaBrosse, being first duly sworn, depose and state as follows:

That I am the managing agent for Harbour Pointe on the Lake Homeowners Association, the corporation named in and which executed the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Harbour Pointe on the Lake.

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

That the records of said consents are maintained at the offices of Harbour Pointe on the Lake Homeowners Association at 3080 Orchard Lake Rd., Ste. J, Keego Harbor, MI 48320.

Kathleen A LaBrosse
Kathleen LaBrosse

Acknowledged, subscribed and sworn to before me this 18th day of September, 2014.

Tina M Sigler
Tina M Sigler Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: 01/24/2020

TINA M. SIGLER
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 24, 2020
Acting in the County of oakland

CERTIFICATION

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

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

Handwritten signature of Stephen M. Guerra above a horizontal line, with the name 'Stephen M. Guerra' printed below.

Acknowledged, subscribed and sworn to before me this 23rd day of September, 2014.

Handwritten signature of Crystal M. Wetherington above a horizontal line, followed by the text 'Notary Public County, Michigan' and 'Acting in County'.

My Commission Expires:

CRYSTAL M. WETHERINGTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jan 19, 2019
ACTING IN COUNTY OF Oakland

**AMENDED AND RESTATED CONDOMINIUM BYLAWS
FOR HARBOUR POINTE ON THE LAKE CONDOMINIUM**

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EXHIBIT A

AMENDED AND RESTATED CONDOMINIUM BYLAWS HARBOUR POINTE ON THE LAKE

ARTICLE I ASSOCIATION OF CO-OWNERS

Section 1. The Association. Harbour Pointe on the Lake, a residential Condominium located in the Township of Waterford, Oakland County, Michigan, shall be administered by an association of Co-owners, which shall be a nonprofit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium, subject to and in accordance with the Amended and Restated Master Deed, these Amended and Restated Bylaws, the Articles of Incorporation, duly adopted Rules and Regulations of the Association (sometimes collectively referred to herein as the "Condominium Documents"), and the laws of the State of Michigan. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 2. Purpose of Bylaws. These Bylaws are designated as both the Condominium Bylaws, relating to the manner in which the Condominium and the common affairs of the Co-owners of the Units shall be administered, as required by Act No. 59 of the Public Acts of Michigan of 1978, as amended, and the Association or Corporate Bylaws, governing the operation of the Association as a corporate entity, as required by Act No. 162 of the Public Acts of Michigan of 1982, as amended.

ARTICLE II ASSESSMENTS

Section 1. Taxes and Assessments; Expenses of Administration. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration. Governmental special assessments and property taxes shall be assessed against the individual Units identified as Units on the Condominium Subdivision Plan and not on the total property of the Condominium or any other part thereof. Governmental special assessments and property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual Unit, notwithstanding any subsequent vacation of the Condominium. The levying of all property taxes and governmental special assessments shall comply with Section 131 of the Act.

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

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

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

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

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

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

without the prior approval of more than sixty percent (60%) of all Co-owners entitled to vote. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of the Association or its members.

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

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

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

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

(3) Use of Reserve Accounts. The reserve accounts established by the Board of Directors under the five-year plan and under the annual budget shall be used exclusively for the respective purposes of the reserves; provided, however, that designated reserves maybe used for such other purposes as may be necessitated by emergency without liability to the Board.

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

Section 4. Payment of Assessments and Penalty for Default. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners equally without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments shall be payable by Co-owners in twelve (12) equal monthly installments or in such installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments shall be payable as stated in the notice announcing their levy. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment, which shall be the first (1st) day of each calendar month or such other date as may be established from time to time by the Board of Directors for any assessment. Assessments in default shall bear interest at the highest rate allowed by law until paid in full. In addition, all assessments, or installments thereof, which remain unpaid as of ten (10) days after the due date (based on the postmark date), shall incur a uniform late charge of ten percent (10%) of the assessment not paid, but in no event less than twenty-five dollars (\$25.00), to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise the uniform late charges, and may levy additional late fees for special and additional assessments, pursuant to Section 11 of Article VI of these Bylaws, without the necessity of amending these Bylaws. Once there is a delinquency in the payment of any installment of the annual assessments, the remaining unpaid installments of the annual assessment for that fiscal year may be automatically accelerated so that such unpaid installments are immediately due and payable. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment, including actual attorneys' fees) levied against their Unit while such Co-owner has an ownership interest therein. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

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

Section 6. Enforcement.

A. Statutory Lien. Sums assessed to a Co-owner that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorneys' fees and fines (as allowed by the Condominium Documents or the Act), constitute a lien upon the Unit or Units owned by the Co-owner at the time of the assessment before

other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded as provided herein, have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement in the name of the Condominium on behalf of the other Co-owners as hereinafter provided.

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

C. Foreclosure of Lien. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of Section 108 of the Act, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit (and improvements) with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner acknowledges that at the time of acquiring title to such Unit they were notified of the provisions of this Section 6 and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

D. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing by first class mail,

postage prepaid, addressed to the delinquent Co-owner(s) at their last known address, of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the County in which the Condominium is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that they may request a judicial hearing by bringing suit against the Association.

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

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

Section 8. Assessment Status upon Sale of Unit. Upon the sale or conveyance of a Unit, any unpaid assessments, interest, late fees, fines, costs and attorneys' fees against the Unit shall be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments. A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorneys' fees outstanding against the Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorneys' fees in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written

statement from the Association as provided herein at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Unit together with interest, late fees, fines, costs and attorneys' fees incurred in connection with the collection of such assessments.

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

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

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

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

ARTICLE III ARBITRATION

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

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

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

Section 4. Mediation. Regardless of the other remedies available under these Bylaws or the Act, the parties to any dispute shall have the ability to agree to mediate any disputes. In instances involving a dispute between two or more Co-owners that has been presented to the Association, the Association may compel the disputing Co-owners to first attempt to mediate the dispute before considering any other action. All compelled mediation shall be conducted by qualified outside mediators at the expense of the disputing Co-owners. In all other instances, mediation shall be totally voluntary and upon agreement of the disputing parties.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief (the maximum deductible amount must be no greater than 5% of the face amount of the policy) and liability insurance (minimum coverage of not less than \$1,000,000.00 for a single occurrence), and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium that are the Association's responsibility under Article IV of the Amended and Restated Master Deed, Fidelity Bond coverage in an amount no less than a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, such Fidelity Bond insurance to cover all officers, directors and employees of the Association and for all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds), Directors and Officers Liability coverage, and such other insurance as the Board of Directors deems advisable, and all such insurance shall be carried and administered in accordance with the following provisions:

A. Respective Responsibilities. All such insurance shall be purchased by the Association for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear; and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner shall be obligated and responsible for obtaining all risk insurance with respect to the Residence and all other improvements constructed or to be constructed within the perimeter of said Unit and its appurtenant Limited Common Elements. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall also be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit, appurtenant Limited Common Elements and the improvements located thereon, and also for any other personal or business insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums therefore shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Co-owners are strongly advised to consult their insurance advisors to make sure they have all necessary and appropriate coverage required by this Section. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any other Co-owner or the Association.

B. Insuring of General Common Elements. All General Common Elements of the Condominium shall be insured by the Association against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, or on an "agreed upon basis" as determined annually by the Board of Directors of the Association in consultation with its appropriate professional advisors. If the

Association elects to include any additional items that are the Co-owner's responsibility, but in which the Association has an insurable interest, under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by the initially responsible Co-owner(s) and collected as a part of the assessments against said Co-owner under Article II hereof.

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

D. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

Section 2. Association as Attorney-in-Fact. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium, and the Common Elements thereof, as set required by Section 1, above, to be carried by the Association. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner, the Association and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

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

ARTICLE V RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY

Section 1. Determination of Responsibility. If any part of the Condominium shall be damaged, the determination of whether or not it shall be reconstructed or repaired and the responsibility therefor, shall be made in the following manner:

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

B. Unit or Limited Common Element. If the damaged property is a Unit or Limited Common Element or any improvements thereon, the Co-owner of such Unit alone, subject to the rights of any mortgagee or other person or entity having an interest in such property shall be responsible for any reconstruction or repair. The Co-owner shall promptly restore his Unit, Limited Common Elements and improvements thereon to a condition substantially equal to their original condition, in a manner satisfactory to the Association and in accordance with the provisions of Article VI hereof.

Section 2. Association Responsibility and Funding. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of the repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 3. Timing. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 4. Eminent Domain. Section 133 of the Act (to the extent not inconsistent with the following) and the following provisions shall control upon any taking by eminent domain:

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

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

C. Partial Taking of a Unit. If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest of

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

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

E. Future Expenses of Administration Appertaining to Units Taken by Eminent Domain. Votes in the Association and liability for future expenses of administration appertaining to a Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their relative voting strength in the Association. A Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

F. Condominium Continuation after the taking by Eminent Domain. In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Amended and Restate Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of holders of two-thirds (2/3^{rds}) of all first mortgage liens on individual Units in the Condominium.

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

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

Section 6. Notification to Mortgagees and Guarantors. The Association shall give the holder of any first mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

ARTICLE VI RESTRICTIONS

Section 1. Use of Unit.

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

B. Occupancy Restrictions. All Units shall be occupied in strict conformance with the restrictions and regulations of the BOCA National Property Maintenance Code, or such other codes or ordinances that may be adopted by the Township of Waterford from time to time. Accordingly, the number of persons allowed to reside in any Unit shall be restricted by the size of the bedrooms and other areas of said Unit. Such restrictions shall automatically change, without the necessity of an amendment to this document, upon the adoption of alternative regulations by the Township of Waterford, such that the occupancy of all Units in the Condominium shall be in accordance with all Township of Waterford regulations at all times.

Section 2. Leasing and Rental of Units.

A. Right to Lease. No Co-owner shall lease less than an entire Unit. With the exception of a lender or mortgagee guarantor in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, all leases shall (i) be for an initial term of no less than one (1) year, (ii) require the lessee to comply with the Condominium Documents, (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease, and (iv) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days' prior written notice by certified mail to the Unit Co-owner, in the event of a default by the tenant in the performance of the lease. A Co-owner may only lease a Unit within the Condominium for the same purposes as set forth in Article VI, Section 1, in accordance with the provisions of this Section. Each Co-owner of a Unit

shall, promptly following the execution of any approved lease of a Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For purposes of this Section, "transient tenant" shall refer to a non-Co-owner residing in a Unit for less than sixty (60) days, who has paid consideration therefor, and "lease" shall refer to any occupancy agreement, whether or not in writing or for rent or other consideration, where the Unit is not occupied by the Co-owner thereof as a primary or secondary residence for a majority of the year. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents and all leases, rental agreements and occupancy agreements shall so state.

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

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

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

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

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

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

(c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or non-Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth

in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Unit. The Co-owner shall be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorneys' fees.

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

(5) Notwithstanding anything to the contrary herein, in the event that Fannie Mae acquires title to a Unit after foreclosure or by deed delivered in lieu of foreclosure, or, if, after any such acquisition of title, Fannie Mae requires the lending institution from which Fannie Mae acquired the mortgage to purchase title to said Unit, Fannie Mae and/or said prior lender, as applicable, shall not be subject to any restriction contained in this Article VI, Section 2, which relates to the term or content of any lease or rental agreement.

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

Section 3. Architectural Control, Use Restrictions and Alterations.

A. Architectural Control. The Association intends and desires that all Residences and other improvements, structures or appurtenances located on any Unit (collectively referred to herein as "structures") be architecturally harmonious and architecturally pleasing and that the design and location of such structures take into account the preservation of trees and the natural environment of the Condominium. In order to insure that such goals are accomplished, the Association shall have the right to approve or disapprove the appearance, construction, materials, proposed location, design, specifications, and any other attribute of any structure in its sole discretion.

B. Prior Approval of Proposed Structures. Except as otherwise expressly provided herein, the Association shall have exclusive jurisdiction over the rights of approval and enforcement set forth

in the Condominium Documents. A Co-owner may only construct, install, or place on a Unit those structures that the Association has approved in writing in the manner set forth herein. Before constructing any Residence or making any exterior improvement, change, or elevation change upon any Unit, a Co-owner shall receive the written approval of the Association, unless the improvement or change is a like kind (substantially similar size, shape, location, type and color) replacement of a previously existing improvement or thing. No Co-owner shall submit an application for a building permit with the Township or application for any other governmental approval or construction until the Association provides written approval for such improvement or change. The Association shall approve, in advance and in its discretion, the licensed residential builder engaged by the Co-owner to construct a Residence or any other structures on the Co-owner's Unit. The Association may require that such builder or Co-owner furnish to the Association adequate security, in the Association's sole discretion, to protect the Association against costs and expenses that it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the Residence and other structures. No structure may be erected, installed, or place upon or in any Unit unless the Co-owner of such Unit has submitted the following documentation to the Association and has approved all of such documentation in writing.

(1) Survey. A topographic survey of the Unit prepared and certified by a licensed engineer or architect showing existing and proposed grades, the location of all trees in excess of three inches in diameter at 48 inches above ground level, and the proposed location of each structure located or to be located upon the Unit.

(2) Architectural Plans. Construction and architectural plans prepared and certified by a licensed engineer or architect including dimensioned floor plans, typical sections and all elevations for any structure to be constructed upon the Unit.

(3) Specifications. Specifications for each structure prepared and certified by a licensed architect or engineer setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products, and finishes, with actual samples of all exterior materials.

(4) Construction Schedule. A construction schedule specifying the commencement and completion dates of constructions of the structures, as well as such other dates as the Association may specify for completion of stages of the structures.

(5) Completion of Construction and Landscaping. The exterior of all Residences and other structures must be completed as soon as practical after construction commences, except where such completion is impossible or would result in great hardship to the Co-owner due to strikes, fires, national emergency or natural calamities. All Units shall be sodded and appropriately landscaped within 45 days of occupancy, weather permitting. If, however, occupancy of the Residence occurs after October 1st, then the Unit shall be sodded and appropriately landscaped by June 1st of the following year.

Co-owners must submit two copies of the documents referenced in subsections (i) through (iv) above to the Association, and the Association shall retain one copy of each document for its records. The Association shall have 30 days after the receipt of all required plans and specifications to issue a

written approval or denial. If the Association fails to issue a written approval or denial of the plans and specification within the 30 day period, then any such submittal shall be deemed denied.

C. Building Restrictions. Except as otherwise permitted herein, no structure may be constructed, installed, or placed on any Unit except for one detached Residence, which shall not exceed ordinance height limitations of the Township and which Residence shall include an attached two-car garage and appropriate driveway and parking areas, subject further to the following restrictions:

(1) Approved Color Schemes. Co-owners shall not change the exterior color of any Residence or its attached garage or appurtenances without the prior written consent of the Association. All exterior colors shall be kept consistent with the uniform look of the Condominium. The approved color schemes are as follows:

- (a) Vinyl Siding: beige, champagne, tan or sand
- (b) Trim: the following stains are produced by Sherwin Williams:
 - (i) Scheme #1: #SW2001 Rocky Coast (Cedar & Siding); #SW2003 Stucco Griège;
 - (ii) Scheme #2: #SW2003 Stucco Griège (Cedar & Siding); #SW2004 Egret White;
 - (iii) Scheme #3: #SW2058 Barcelona Beige (Cedar & Siding); #SW2060 Casa Blanca;
 - (iv) Scheme #4: #SW2072 Portico (Cedar & Siding); #SW2074 Fencepost White (Trim Color).

If Sherwin Williams discontinues any of the foregoing colors, the Board of Directors shall review and update the color schemes at that time pursuant to Section 11 of Article VI of these Bylaws, without the necessity of amending these Bylaws.

(2) Minimum Residence Size. All Residences shall contain the minimum square footage required at the time of construction by the Township or other municipal agency having jurisdiction. In addition to the foregoing, each Residence shall contain, at a minimum, the following "livable floor areas":

- (a) A one story Residence shall have a minimum livable floor area of 1,400 square feet;
- (b) A one and one-half story Residence shall have a minimum livable floor area of 1,600 square feet;
- (c) A two story Residence shall have a minimum livable floor area of 1,650 square feet.

As used herein, "livable floor area" shall be calculated by measuring from internal wall to internal wall, and shall exclude garages, patios, decks, open porches, terraces and basements and like areas even if attached to the Residence. Livable floor area shall include, however, enclosed porches if the roof of the porch forms an integral part of the Residence

(3) Unit Boundary Lines. In no event shall a structure be placed, erected, installed or located on any Unit nearer to the front, side or rear Unit boundary line than is permitted by applicable municipal ordinances at the time the structure is installed. The Board of Directors, in its sole discretion, may allow variances from the minimum 20 foot side yard setback shown on the Condominium Subdivision Plan so long as the side yard meets applicable municipal ordinances.

(4) Grading Plan for Condominium and Surface Water Drainage. The grade of any Unit may not be changed from the Grading and Soil Erosion Control Plans prepared by Basney & Smith, Inc., and approved by the Township (which Grading and Soil Erosion Control Plans may be subsequently amended from time to time as conditions require and as subsequently approved by Waterford Township), without the written consent of the Board of Directors and any governmental authority having jurisdiction.

(a) It shall be the responsibility of each Co-owner to maintain the established surface drainage grades of the Co-owner's Unit. Each Co-owner covenants not to change the surface grade of their Unit in a manner which will materially increase or decrease the storm water flowing onto or off of the Co-owner's Unit and will not block, pond or obstruct surface water. The Board of Directors shall enforce this covenant and may enter upon any of the Units to correct any violation of this covenant and shall charge the costs of the correction to the Co-owner and such costs shall be a lien upon the Unit to be collected in accordance with the provisions of Article II of these Bylaws.

(b) It shall be the responsibility of each Co-owner to assure that the footing drains on the Co-owner's Unit, if any, are clear of obstructions and are installed in accordance with the Storm Sewer Plans prepared by Basney & Smith, Inc., and approved by the Township, which Storm Sewer Plan may be subsequently amended from time to time as conditions require and subsequently approved by the Township. It shall be the responsibility of each Co-owner to maintain the footing drains within a Co-owner Unit. If any Co-owner shall fail to maintain the footing drains or shall fail to have the drains properly installed a part of the storm water drainage system, the Association may enter upon the Unit of such Owner and perform all necessary connections, repairs and maintenance of the footing drains. The costs for such connections, repairs and maintenance shall be charged to the Co-owner and shall be a lien upon the Unit to be collected in accordance with the provisions of Article II of these Bylaws.

(5) Garages. All garages shall be attached to the Residence. The Board of Directors shall have the sole and conclusive authority to determine whether a proposed garage design is attached to the Residence.

(6) Roofs. Flat roofs are prohibited.

(7) Driveways and Decks. All driveways shall be paved with concrete or asphalt and shall be completed prior to occupancy, weather permitting. Decks shall be made of a material approved by the Association and shall, prior to installation, be subject to the approval rights provided in this Article VI.

(8) Air Conditioners and Similar Equipment. No external air conditioning unit shall be placed in or attached to a window or wall in the front of any Residence. No external air conditioning unit shall be placed in or attached to any window or wall of any Residence without the prior written approval of the Board of Directors. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located upon any Unit so as to be visible from the street on which such Unit fronts, and, to the extent reasonably possible, all such external equipment shall be located on the Unit so as to minimize the negative impact thereof on any adjoining Units, in the terms of noise and appearance. In general, such equipment shall be located only in the rear yard (not in any side yard area), within five feet (5') of the rear wall of the Residence.

(9) Outbuildings and Other Structures. No structure of a temporary character shall be placed upon any Unit at any time. No temporary occupancy shall be permitted in an unfinished Residence. The use of a trailer for materials and supplies to be used in the construction of a Residence and which shall be removed from the Unit upon enclosure of the Residence, may be allowed with the written consent of the Board of Directors which shall have the sole discretion to approve or disapprove same. No old or used buildings of any kind shall be brought on any Unit or into the Condominium. No accessory buildings shall be permitted on any Unit. No mobile home, camping trailer, boat trailer, tent, shack, storage shed, barn, tree house or other similar outbuildings or structures shall be placed on any Unit at any time, either temporarily or permanently. Notwithstanding the foregoing or anything to the contrary herein, between April 1st and October 31st of each year, portable basketball hoops shall be permitted to be maintained upon the driveway of each Unit, provided the same must be removed and stored during the months that such basketball hoops are not permitted.

(10) Swimming Pools. No in-ground swimming pool shall be erected or maintained on any Unit without the prior written approval of the Board of Directors. All permitted swimming pools must be approved by the Board of Directors as to size, location, materials and type of construction, including the design of any fencing required by the municipality in which the Unit is located. The maximum height and linear footage of any fencing permitted by this Section shall not exceed the minimum allowed by the municipality in which the Unit is located. Chain-link fences of any kind or nature are expressly prohibited. No above ground swimming pools shall be permitted to be erected or maintained on any Unit (other than temporary "kiddie" pools).

(11) Fences. No fence or wall of any kind shall be erected or maintained on any Unit without the express prior written consent of the Board of Directors (which shall have the sole and absolute discretion to determine the suitability of the locations, design, shape, height, size and materials for any such fence or wall) and of the Waterford Township Board of Trustees. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No full yard, perimeter or chain-link fencing shall be permitted.

(12) Tree Protection and Preservation. Trees measuring three inches or more in diameter at 48 inches above ground level may not be removed without the written approval of the

Association and, in no event, may any trees be removed from any Unit except in compliance with the Township Woodlands Preservation Ordinance. Prior to commencement of construction, each Co-owner shall submit to the Board of Directors a plan for the preservation of trees in connection with the construction process. The Co-owner shall not commence construction unless such plan is approved by the Board of Directors. It shall be the responsibility of each Co-owner to maintain and preserve all large trees within the Unit, which responsibility includes welling trees, if necessary.

(13) Public Utilities. All public utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions shall be permitted.

D. Approval of Alterations. After initial approval by the Board of Directors and construction in accordance with the approved plans, no Co-owner shall make any alterations in the use or exterior appearance of the Residence or any structures, improvements or landscape located within a Unit (including changes in color or material used) or make changes, including changes in use, in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors. The erection of antennas, DBS reception devices and other technologies regulated by the Federal Communications Commission shall be in accordance with duly promulgated rules and regulations of the Association, which shall at all times be construed so as not to violate FCC regulations applicable thereto. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. No external sound system shall be allowed. No Co-owner shall in any way restrict access to any utility line or other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. The Co-owners shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may remove same or undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification or improvement.

E. Modifications or Improvements to Accommodate the Disabled. Notwithstanding the previous subsection D, a Co-owner may make improvements or modifications to the Co-owner's Unit, including Common Elements and the route from the public way to the door of the Co-owner's Unit, at the Co-owner's expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the Unit or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the Unit, subject to the following:

(1) The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium, nor unreasonably prevent passage by other residents of the Condominium upon the Common Elements.

(2) The Co-owner shall be liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, and such improvement or modification shall comply with all applicable state and local building requirements and health and safety laws and ordinances and shall be made as closely as possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(3) Before an improvement or modification allowed by this subsection is made the Co-owner shall submit plans and specifications for such alteration to the Association for approval. If the proposed alteration substantially conforms to the requirements of this subsection, the Association shall not deny the same without good cause. A denial shall be in writing, delivered to the Co-owner, listing the changes needed for the proposed alteration to conform. Any requests for approval by the Association under this subsection shall be acted upon not later than sixty (60) days after the required plans and specifications are submitted. Failure of the Association to approve or deny a request within the sixty (60) day period shall entitle the Co-owner to undertake the alteration without the approval of the Association.

(4) Any Co-owner making an alteration pursuant to this subsection shall maintain liability insurance and provide the Association with proof thereof prior to undertaking the alteration or modification, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification, and naming the Association as an additional insured, but the Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior alteration, and the Co-owner shall not be required to maintain liability insurance with respect to any Common Element.

(5) Responsibility for the cost of any maintenance, repair or replacement of an exterior alteration allowed by this Section shall be in accordance with the provisions of Section 47(a) of the Michigan Condominium Act.

(6) A Co-owner having made an improvement or modification allowed by this subsection shall notify the Association in writing of the Co-owner's intention to convey any interest in or lease their Unit to another, not less than thirty (30) days before the effective date of the conveyance or lease. Not more than thirty (30) days after receiving such a notice, the Association may require that the Co-owner remove the improvement or modification and restore the premises at the Co-owner's expense. In the absence of the required notice of conveyance or lease, the Association may at any time remove or require the Co-owner to remove the improvement or modification at the Co-owner's expense, however, the Association may not remove or require the removal of an improvement or modification if the Co-owner intends to resume residing in the Unit within 12 months or a Co-owner conveys or leases the Unit to a person with disabilities who needs the same type of improvement or modification, or who has a person residing with him or her who requires the same type of improvement or modification. As used in this Section, "person with disabilities" means that term as defined in Section 2 of the state construction code act of 1972 – MCL 125.1502.

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

Section 5. Animals upon the Condominium Premises. All Co-owners maintaining pets shall comply with all Waterford Township Ordinances (including no more than three (3) household pets of the same genus and no more than five (5) in total per Unit). All animals shall be leashed and attended by a responsible party at all times. Co-owners shall pick up and dispose of all fecal matter in an appropriate and timely manner.

Section 6. Use of Common Elements. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in these Bylaws or duly adopted rules and regulations of the Association. Trash receptacles shall be maintained at all times inside each individual garage and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Trash receptacles shall be placed for collection no earlier than 6pm the night before trash pickup. If Co-owners use garbage cans, the lids must be secured and the receptacles must be returned to the individual garage by the end of the trash pickup day. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner either in their Unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium. No unsightly condition shall be maintained on or in any court yard, deck, patio or porch. Light weight objects (plastic, wicker, umbrellas, etc) shall be permitted to remain on decks during seasons when the same are reasonably in use, but must be removed at the close of that season. Any heavy weight objects (grills, deck furniture, etc) may remain on cantilevered decks for all seasons, provided the same is properly secured. All municipal ordinances pertaining to the use of the Common Elements shall be followed at all times.

Section 7. Obstruction of Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches, toys, baby carriages, obstructions or other

personal property may be left unattended on or about the General Common Elements, except as allowed by these Bylaws or duly adopted rules and regulations.

Section 8. Vehicles upon the Condominium Premises. No house trailers, commercial vehicles, boat trailers, watercraft, boats, motor homes, camping vehicles/trailers, snowmobiles, snowmobile trailers, recreational vehicles, any non-motorized vehicles, off-road vehicles, all terrain vehicles, or vehicles other than currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation) and non-commercial pickup trucks, SUVs and passenger vans, not exceeding 19 feet in overall length, used as an occupant's primary means of transportation, and not for any commercial purposes, may be parked or stored upon the premises of the Condominium, except in accordance with the provisions of this Section, unless parked fully in a Unit garage with the door closed. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of their family of any casual, personal, motorized transportation or entertainment anywhere within the Condominium, including, but not limited to, motorized scooters, mopeds, go-carts, dirt bikes and the like.

A. Temporary Presence. The Board of Directors shall have discretion to issue rules and regulations that provide for the temporary presence of the above enumerated recreational/leisure vehicles upon the Condominium Premises for proper purposes, such as loading and unloading of such vehicles. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefor. Motor homes and camping vehicles may be parked for up to 24 hours on Unit driveways and on Condominium roads or streets for loading and unloading purposes. Boat trailers may be parked in Unit driveways for up to 72 hours.

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

C. Standing Vehicles, Repairs. Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Condominium Premises, other than inside a Co-owner's garage, without written permission of the Board of Directors. Nonemergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises, unless specifically approved by the Board of Directors.

D. Parking Restrictions. No parking of any vehicles whatsoever shall be allowed in designated fire lanes or in violation of duly promulgated rules and regulations of the Association. Except for motor homes or camping vehicles which are parked for 24 hours or less for loading and unloading purposes, no vehicles shall be parked overnight on the Condominium roadways or streets.

E. Association Rights. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Condominium consistent with the provisions hereof, and may levy fines for violations of such rules and regulations or this Section.

Section 9. Prohibition of Dangerous Items upon the Condominium Premises. No Co-owner shall use, or permit the use or discharge by an occupant, agent, employee, invitee, guest or member of their family of any firearms, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, nor shall any Co-owner use or permit to be brought into the buildings in the Condominium any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property, without in each case obtaining the written consent of the Association.

Section 10. Signs upon the Condominium Premises. Except for (a) one U.S. flag no larger than 3' x 5', (b) one "for sale" sign of a size and shape that is in accordance with rule promulgated by the Association, and (c) one "open house" utilized in conjunction with the sale of a house on the actual day of any open house and of a size and shape that is in accordance with rule promulgated by the Association, no signs, notices, advertisements, pennants or flags, , shall be displayed which are visible from the exterior of a Unit without written permission from the Association.

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

Section 12. Association Access to Units and Limited Common Elements. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto (but not the Residence thereon) from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto (but not the Residence thereon) at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to their Unit and any Limited Common Elements appurtenant thereto (but not the Residence thereon) during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to their Unit and any Limited Common Elements appurtenant thereto caused thereby.

Section 13. Landscaping and Decoration of Common Elements. Notwithstanding the provisions of Article VI, Section 3, Co-owners may, without specific approval from the Association, plant and maintain lawns, flowers, shrubs and trees on their Unit provided the same do not change any existing grades and are in compliance with the approved landscape plan for the Unit and character of the areas in question. No Co-owners shall place any trees, shrubs, landscaping, ornamental materials, including but not limited to statuary, exterior lighting, furniture, implements, rocks or boulders, fencing or other decorative items upon the General Common Elements unless the same is approved by the Association in writing and is in total conformance with the Association's policies on landscaping as are published from time to time. Any permitted landscaping performed by the Co-owner and any such lawns, trees, shrubs, or flowers permitted to be planted by the Co-owner shall be performed and/or planted, as the case may be, in accordance with such published policies. Any such landscaping performed by the Co-owner and any such lawns, trees, shrubs, or flowers planted by the Co-owner shall be the responsibility of the Co-owner to maintain. In the event that such Co-owner fails to adequately maintain such landscaping performed by the Co-owner and any such lawns, trees, shrubs, or flowers planted by the Co-owner to the satisfaction of the Association, the Association shall have the right to either remove and dispose of the same, or perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers, or the continued maintenance thereof. Should access to any Common Elements of any sort be required, or should any materials allowed by this Section interfere with maintenance or services provided by the Association, the Association may remove any obstructions of any nature that restrict such access or services and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access or performance of such services, nor shall the Association be responsible for monetary damages of any sort arising out of any such actions.

Section 14. Co-owner Maintenance of Unit and Limited Common Elements. Co-owners shall maintain their Unit and any Limited Common Elements appurtenant thereto for which they have maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, sanitary sewer, gas, plumbing, electrical, cable TV or other utility conduits or related facilities. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair and replace, unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount.) Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 15. Restrictions on Use of Watercraft and Boat Slips. There shall be no use of any watercraft that uses an impeller or an internal combustion engine powering a water jet pump as its primary source of propulsion, is designed without an open load carrying area that would retain water or is designed to be operated by one or more persons positioned on, rather than within, the confines of the hull anywhere within the Marina or Canal. Only Co-owners or their lessees or occupants shall be permitted to moor watercraft to the boat slips within the Marina.

Section 16. Application of Restrictions to the Association. None of the restrictions contained in this Article VI or elsewhere in these Bylaws or the Amended and Restated Master Deed shall apply to the activities of the Association in furtherance of its powers and purposes set forth herein, the Amended and Restated Master Deed and in its Articles of Incorporation, as the same may be amended from time to time.

Section 17. Cost of Enforcing Documents. Any and all costs, damages, fines, expenses or actual attorneys' fees incurred or levied by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Association and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium, or by their licensees or invitees, may be assessed to, secured by the statutory lien on the Unit and collected from the responsible Co-owner or Co-owners in the manner provided in Article II hereof. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations, and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

Section 18. Approvals Revocable. All approvals given by the Association in accordance with these Bylaws shall be revocable and in the nature of a license, and can be withdrawn upon thirty (30) days written notice in the event of noncompliance with the conditions of such approval.

ARTICLE VII MORTGAGES

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

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

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

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

ARTICLE VIII MEMBERSHIP AND VOTING

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

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

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

C. Co-owner Voting Designation. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Unit owned, provided that the Co-owner is in good standing and not in default of any provision of the Condominium Documents, including payment of any assessments levied against the Co-owner's Unit. Voting shall be by number. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

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

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

F. Quorum. The presence in person or by proxy of thirty-five percent (35%) in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the

Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any member who participates by remote communication in a meeting of members of the Association, as provided in Article IX, Section 5 below, shall also be counted in determining the necessary quorum.

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

H. Majority. Unless otherwise provided, any action that could be authorized at a meeting of the members shall be authorized by the vote of a simple majority in number of those Co-owners qualified to vote and voting in person or by proxy at said meeting, or by allowed alternative means, in accordance with the provisions of these Bylaws. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

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

J. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and, if either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers,

consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2. Records and Books of the Association. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which shall be defined by the Association which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process, or by making the report available for electronic transmission, provided that any member may receive a written report upon request. If the annual revenues of the Association exceed twenty thousand Dollars (\$20,000.00), the Association shall have its books, records, and financial statements independently audited or reviewed by a certified public accountant, as defined in Section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The Association may opt out of the requirements imposed by the preceding sentence on an annual basis by an affirmative vote of a majority of its members. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Amended and Restated Master Deed for the Condominium, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Condominium to inspect the same during reasonable business hours.

ARTICLE IX MEETINGS

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

Section 2. Annual Meetings. Annual meetings of members of the Association shall be held in the month of March each year at such time and place as shall be determined by the Board of Directors. The Board of Directors may, acting by a majority vote, change the date of the annual

meeting in any given year, provided that at least one such meeting is held in each calendar year. Written notice of each annual meeting, as well as any change in the date of the annual meeting as provided for herein, shall be given to all Co-owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual meeting, there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. At the Annual Meeting, the then-presiding Board of Directors shall present an updated annual five-year plan for the maintenance, repair and/or replacement of the Common Elements, including a plan for allocation of funds to reserve accounts of the Association. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one third (1/3) of the Co-owners in number presented to the Secretary of the Association. In the event the President shall fail or refuse for any reason to call a special meeting as required hereby within sixty (60) days of a request therefore, then any director or Co-owner who requested such meeting shall be entitled to call and convene the same by providing notice of such meeting to all Co-owners in accordance with these Bylaws. This provision shall in no way be construed to validate any action allegedly taken at such special meeting if the action was beyond the authority of the persons purporting to take such action. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association pursuant to Article VIII, Section 1.E of these Bylaws or to the address of the Unit owned by the Co-owner shall be deemed notice served. In lieu thereof, said notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-owner is a resident of the Unit. Electronic transmittal of such notice, may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper which creates a record that may be retrieved and retained by the recipient and which may be directly reproduced in paper form by the recipient through an automated process. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

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

person considered present and permitted to vote at the meeting by means of remote communication is a member or proxy holder; (b) the Association implements reasonable measures to provide each member and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any member or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association. A member may be present and vote at an adjourned meeting of the members by means of remote communication as if they were permitted to be present and vote by the means of remote communication in the original meetings notice given. The Board may hold a meeting of the members conducted solely by means of remote communication.

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

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

ARTICLE X BOARD OF DIRECTORS

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

Section 2. Term of Directors. The respective terms of office for the Directors have been staggered based on election procedures previously adopted by the Association. In each year hereafter, either two or three directors shall be elected for two year terms depending on how many directorships expire that year. All directors shall hold office until their successors have been elected and hold their first meeting.

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

A. Management and Administration. To manage and administer the affairs of and maintenance of the Condominium and the Common Elements thereof, all to the extent set forth in the Condominium Documents.

B. Collecting Assessments. To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

C. Insurance. To carry insurance and collect and allocate the proceeds thereof in the manner set forth in Article IV hereof.

D. Rebuild Improvements. To rebuild improvements after casualty, subject to the terms hereof.

E. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.

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

G. Easements and Telecommunications. To grant such easements, licenses and other rights of entry, use and access, and to enter into any contract or agreement, including wiring agreements, utility agreements, right of way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which would violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium, within the meaning of the Act, and shall be paid over to and shall be the property of the Association.

H. Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association.

I. Rules and Regulations. To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

J. Committees. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees, or any specific Officers or Directors of the Association any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

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

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

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so appointed shall be a director until the end of the term of the Director who they replaced and a successor is elected at such annual meeting of the Association.

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

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors. At least eight (8) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, or by mail, facsimile, electronically or telephone at least five (5) days prior to the date of the meeting, unless waived by said director. Electronic transmission of such notice may also be given in any such manner authorized by the director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the director, and which may be directly reproduced in paper form by the director through an automated process.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the president upon three (3) days' notice to each director, given personally, or by mail, facsimile, electronically or by telephone, which notice shall state the time, place and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the director, and which may be directly reproduced in paper form by the director through an automated process. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

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

Section 10. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by proxy, by teleconference, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter, provided however, that any vote not in writing is confirmed in writing not later than the next meeting of the Board. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 11. Action without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing, including by electronic transmission, by the requisite majority of the Board of Directors. Further, the presiding officer of the Association, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, such vote shall constitute valid action by the Board, provided the results of the vote and the issue voted upon are noted in the minutes of the next Board meeting to take place.

Section 12. Closing of Board of Director Meetings to Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter

to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 13. Remote Communication Participation. Members of the Board of Directors may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, which shall be in an amount at least equal to three months of regular assessments plus the balance in the reserve fund. The premiums for such bonds shall be expenses of administration.

ARTICLE XI OFFICERS

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

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

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

Section 4. President. The president shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time in the president's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

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

Section 7. Treasurer. The treasurer or management agent shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The treasurer or management agent shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE XII FINANCES

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

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

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

ARTICLE XIII INDEMNIFICATION

Section 1. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the director or officer may be a party or in which they may become by reason of their being or having been a director or officer of the Association, whether or not they are a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the director's or officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. The Board of Directors shall notify all Co-owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

ARTICLE XIV COMPLIANCE

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

Section 2. Amendment. These Bylaws may be amended in accordance with the Act and the provisions of Article VIII of the Amended and Restated Master Deed for Harbour Pointe on the Lake.

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

ARTICLE XV REMEDIES FOR DEFAULT

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

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

B. Costs Recoverable From Co-owner. Failure of a Co-owner and/or non-Co-owner resident or guest to comply with the Condominium Documents shall entitle the Association to recover

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

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

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

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

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

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

**ARTICLE XVI
FINES**

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

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

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

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

C. **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or in the event of the Co-owner fails to appear at the scheduled hearing, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Fines. Upon violation of any of the provisions of the Condominium Documents and upon the decision of the Board as recited above, the following fines may be levied:

FIRST VIOLATION	No fine will be levied
SECOND VIOLATION	\$50.00 Fine
THIRD VIOLATION	\$100.00 Fine
FOURTH VIOLATION AND ALL SUBSEQUENT VIOLATIONS	\$200.00 Fine

The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 11 of these Bylaws. For purposes of this Section, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that a Co-owner violates the same

provision of the Condominium Documents, as long as that Co-owner may be an owner of a Unit or occupant of the Condominium, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues, however, no further hearings other than the first hearing shall be required for successive violations once a violation has been found to exist. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

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

**ARTICLE XVII
SEVERABILITY**

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

CONDOMINIUM SUBDIVISION PLAN

USF 16330:220

RECEIVED JUN 10 1996

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 981
EXHIBIT B TO THE MASTER DEED
HARBOUR POINTE ON THE LAKE
WATERFORD TOWNSHIP,
OAKLAND COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE

I, WILLIAM L. ROSKELLY, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY SUBDIVISION PLAN NO. 981 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND 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 NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.
5-15-96
Date

Signature of
Registration No.

BASNEY B. SMITH, INC.
33177 SCHOOLCRAFT
LIVONIA, MI, 48150

LEGAL DESCRIPTION

A PART OF THE EAST 1/2 OF SECTION 35, T 1 N., R 9 E., WATERFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, AND THAT PORTION OF "VENICE OF THE LAKES" AS RECORDED IN LITER 15, PAGE 35 OF MISCELLANEOUS RECORDS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION AND 35 THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION AND THE CENTERLINE OF CASS-ELIZABETH LAKE ROAD 2635.56 FEET TO THE CENTER OF SECTION 35, SAID POINT BEING LOCATED IN THE INTERSECTION OF CASS LAKE ROAD AND CASS-ELIZABETH ROAD, THENCE DUE NORTH, ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION AND THE CENTERLINE SAID CASS LAKE ROAD 42.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID NORTH-SOUTH 1/4 LINE AND SAID CENTERLINE, DUE NORTH 592.17 FEET; THENCE DUE EAST 170.02 FEET; THENCE NORTH 33 DEGREES 35 MINUTES 03 SECONDS EAST 72.28 FEET; THENCE DUE NORTH 60.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 17 SECONDS EAST (RECORDED AS NORTH 89 DEGREES 57 MINUTES 40 SECONDS EAST) 669.79 FEET ALONG THE SOUTH LINE OF SAID "OTTER HILLS" TO THE SE CORNER OF SAID SUBDIVISION, THENCE SOUTH 00 DEGREES 23 MINUTES 53 SECONDS EAST (RECORDED AS SOUTH 00 DEGREES 37 MINUTES 00 SECONDS EAST) 20.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST 610.10 FEET TO "TRAVERSE POINT A"; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST 30 FEET MORE OR LESS TO THE CENTERLINE OF THE DOLPHINE CANAL; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID CANAL 670.5 FEET, MORE OR LESS; THENCE NORTH 45 DEGREES 25 MINUTES 26 SECONDS WEST 38 FEET, MORE OR LESS, TO TRAVERSE POINT "G" SAID TRAVERSE POINT BEING TRAVERSED SOUTH 26 DEGREES 54 MINUTES 09 SECONDS WEST 603.33 FEET FROM THE TRAVERSE POINT "A"; THENCE NORTH 45 DEGREES 25 MINUTES 26 SECONDS WEST 121.95 FEET; THENCE SOUTH 44 DEGREES 34 MINUTES 34 SECONDS WEST 68.00 FEET; THENCE SOUTH 45 DEGREES 25 MINUTES 26 SECONDS EAST 90.62 FEET; THENCE SOUTH 32 DEGREES 16 MINUTES 50 SECONDS EAST 38.83 FEET TO TRAVERSE POINT "H", SAID TRAVERSE POINT BEING TRAVERSED SOUTH 26 DEGREES 54 MINUTES 10 SECONDS WEST 85.41 FEET FROM TRAVERSE POINT "G", THENCE CONTINUING SOUTH 32 DEGREES 16 MINUTES 50 SECONDS EAST 20 FEET, MORE OR LESS, TO THE CENTERLINE OF THE DOLPHINE CANAL, THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID CANAL 273 FEET, MORE OR LESS, THENCE NORTH 74 DEGREES 00 MINUTES 00 SECONDS WEST 10 FEET, MORE OR LESS, TO TRAVERSE POINT "F" SAID POINT BEING TRAVERSED SOUTH 65 DEGREES 38 MINUTES 11 SECONDS WEST 312.93 FEET FROM TRAVERSE POINT "H", THENCE NORTH 74 DEGREES 00 MINUTES 00 SECONDS WEST 294.72 FEET, THENCE SOUTH 65 DEGREES 00 MINUTES 00 SECONDS WEST 125.00 FEET; THENCE SOUTH 80 DEGREES 50 MINUTES 00 SECONDS WEST 37.00 FEET, THENCE NORTH 69 DEGREES 00 MINUTES 00 SECONDS WEST 78.00 FEET, THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS WEST 388.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION CONT.

TOGETHER WITH EASEMENT RIGHTS OVER A PRIVATE ROADWAY DESCRIBED AS COMMENCING AT A POINT NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST 2635.56 FEET FROM THE WEST 1/4 CORNER OF SECTION 35, THENCE DUE NORTH 42 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS EAST 308 FEET TO A POINT, THENCE DUE SOUTH 72 FEET, THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS WEST 380 FEET TO A POINT, THENCE DUE NORTH 30 FEET THE POINT OF BEGINNING OF SAID EASEMENT PARCEL.

SURVEYOR

BASNEY B. SMITH, INC.
33177 SCHOOLCRAFT
LIVONIA, MI, 48150

DEVELOPER

PHOENIX LAND DEVELOPMENT CORPORATION
32000 NORTHWESTERN HWY., SUITE 145
FARMINGTON HILLS, MI, 48334

INDEX

- 1 TITLE PAGE
- 2 SURVEY PLAN
- 3 SITE PLAN
- 4 UTILITY PLAN
- 5 FLOOD PLAIN PLAN
- 6 COORDINATE SHEET

William L. Roskelly
5-15-96



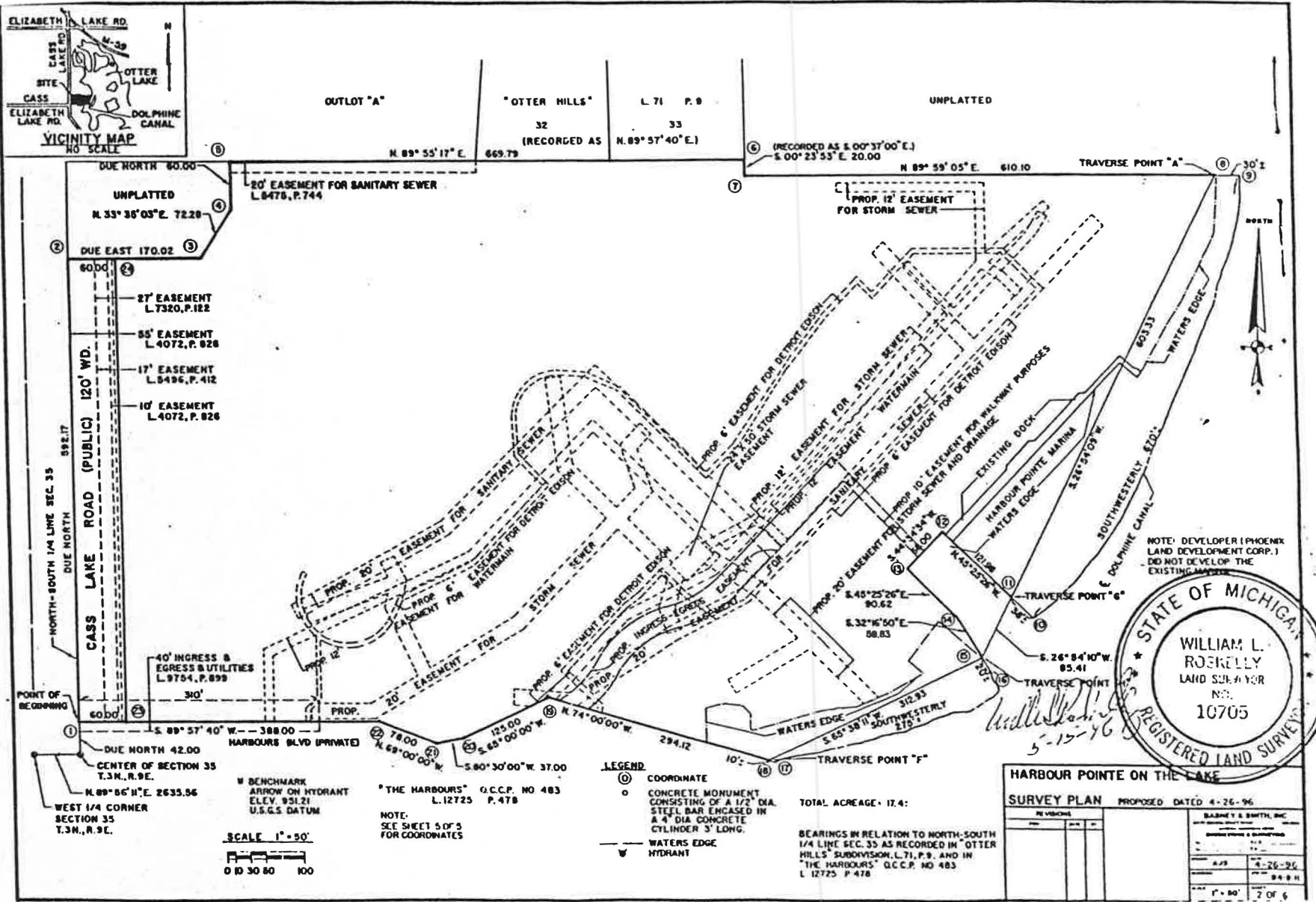
HARBOUR POINTE ON THE LAKE

TITLE PAGE PROPOSED DATED 4-26-96

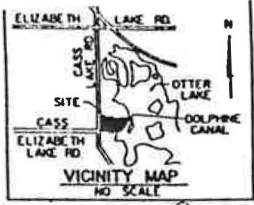
NO. OF SHEETS	NO. OF SHEETS	NO. OF SHEETS	NO. OF SHEETS
1	1	1	1
BASNEY B. SMITH, INC. 33177 SCHOOLCRAFT LIVONIA, MI, 48150			
DATE	DATE	DATE	DATE
4-26-96			
BY	BY	BY	BY

ATTENTION COUNTY REGISTRAR OF DEEDS
THE CONDOMINIUM SURVEYOR 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
CERTIFICATE ON SHEET 1

LISEZ 16330rc221

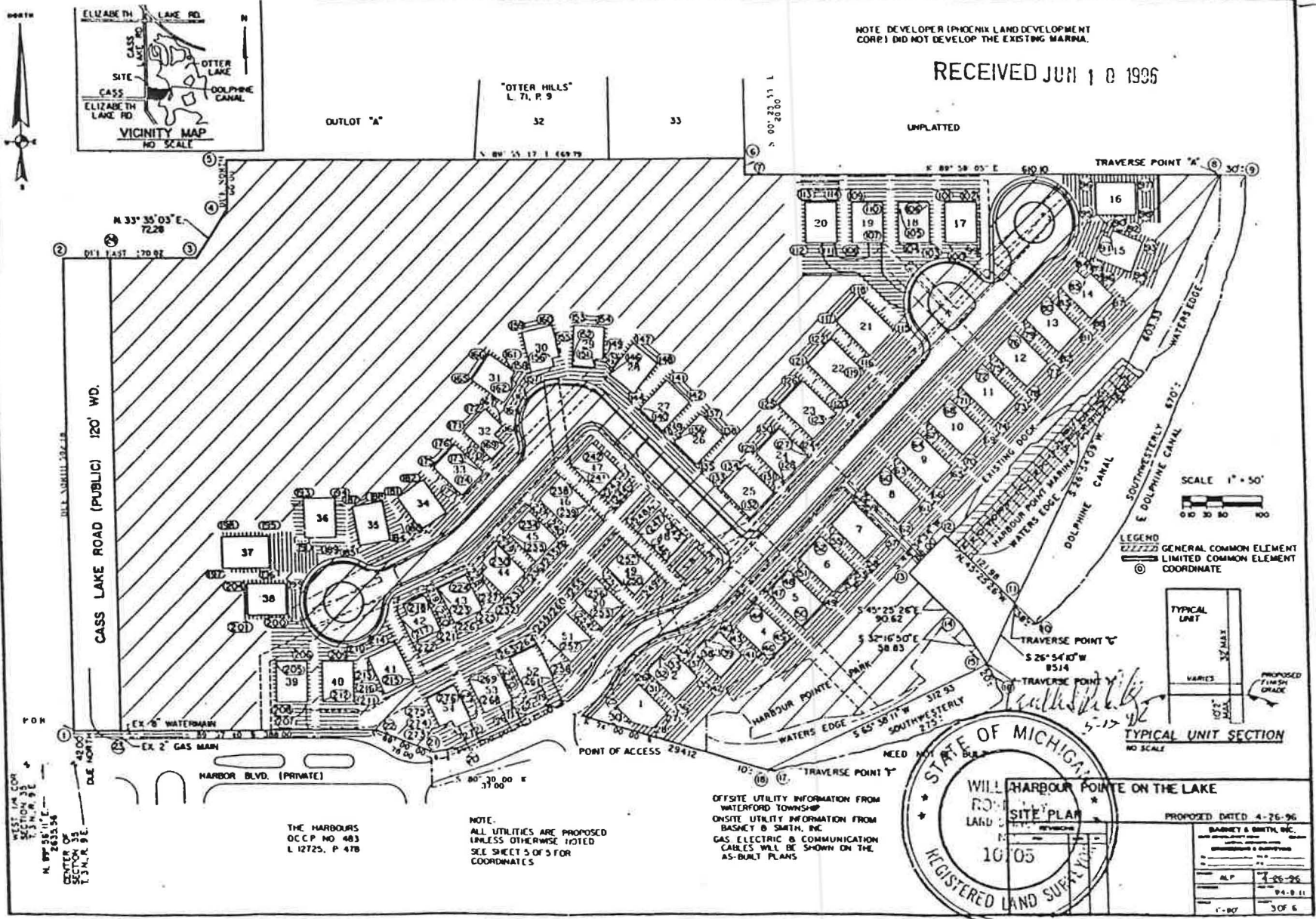


1578 16330r222



NOTE: DEVELOPER (PHOENIX LAND DEVELOPMENT CORP.) DID NOT DEVELOP THE EXISTING MARINA.

RECEIVED JUN 10 1995



WEST 1/4 CON. SECTION 35 T.5N.R.9E
N. 89° 25' 11.2" E 263.34'
CENTER OF SECTION 35 T.5N.R.9E

THE HARBOURS
OCCP NO 483
L 12725, P 478

NOTE:
ALL UTILITIES ARE PROPOSED
(UNLESS OTHERWISE NOTED)
SEE SHEET 5 OF 5 FOR
COORDINATES

OFFSITE UTILITY INFORMATION FROM
WATERFORD TOWNSHIP
ONSITE UTILITY INFORMATION FROM
BASNEY & SMITH, INC.
GAS, ELECTRIC & COMMUNICATION
CABLES WILL BE SHOWN ON THE
AS-BUILT PLANS



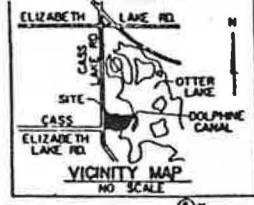
PROPOSED DATED 4-26-96

SABNEY & SMITH, INC.

DATE	7-25-96
BY	94-B-11
SHEET	3 OF 6

16330-223

RECEIVED JUN 10 1996



OUTLOT "A"

"OTTER HILLS"
L. 71, P. 8

32

33

UNPLATTED



- LEGEND**
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - STORM SEWER
 - SANITARY SEWER
 - WATERMAIN
 - HYDRANT
 - MANHOLE
 - OR • CATCH BASIN
 - OR • GATE VALVE & WELL
 - OR • INLET
 - COORDINATE
 - 6" SANITARY LEAD
 - GAS MAIN
 - END SECTION
 - S.B. STORM SEWER SEDIMENT BASIN CONTROL STRUCTURE

WEST 1/4 COR.
SECTION 31
T. 31 N. R. 9 E.
N. 89° 56' 11" E.
E. 313.61' S. L.
E. 2635.04'

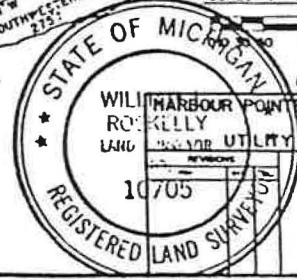
HARBOR BLVD. (PRIMATE)

THE HARBOURS
O.C.P. NO. 463
L. 12725, P. 478

NOTE:
ALL UTILITIES ARE PROPOSED
UNLESS OTHERWISE NOTED
SEE SHEETS 1 OF 5 FOR
COORDINATES

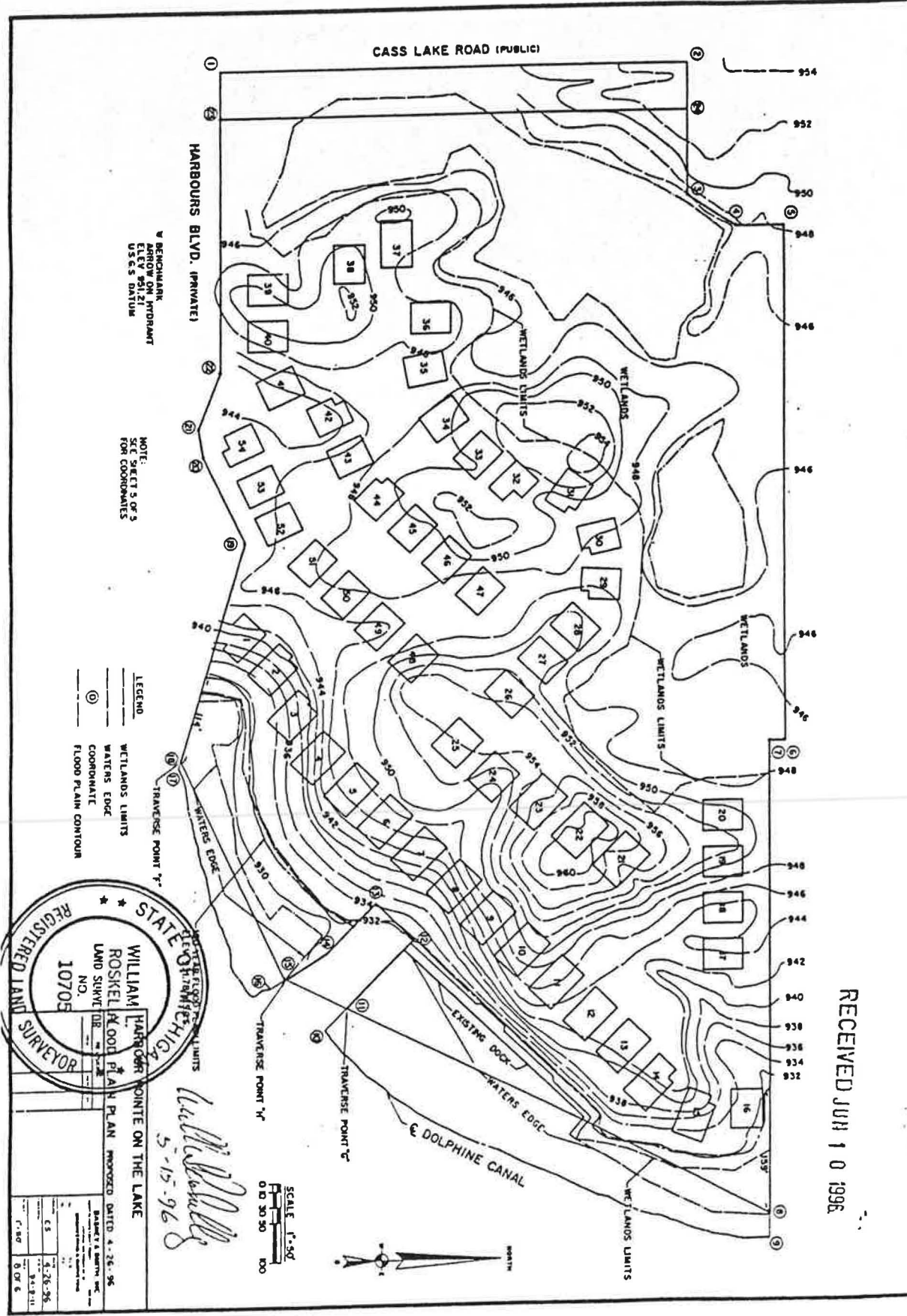
OFFSITE UTILITY INFORMATION FROM
WATERFORD TOWNSHIP
ONSITE UTILITY INFORMATION FROM
BASHEV & SMITH, INC.
GAS, ELECTRIC & COMMUNICATION
CABLES WILL BE SHOWN ON THE
AS-BUILT PLANS

NEED NOT BE BUILT



PROPOSED DATE 4-26-96

BASHEV & SMITH, INC.	DATE
10705	4-26-96
REGISTERED LAND SURVEYOR	4 OF 6



▲ BENCHMARK
 ARROW ON PYRAMENT
 ELEV 891.21
 U.S.G.S. DATUM

NOTE:
 METERS ARE
 FOR COORDINATES

LEGEND
 --- WETLANDS LIMITS
 --- WATERS EDGE
 --- FLOOD PLAIN CONTOUR

STATE OF MICHIGAN
 REGISTERED LAND SURVEYOR
 WILLIAM HARBOUR
 ROSKELL & CO. P.L.A.
 LAND SURVEYORS
 NO. 10705

WETLANDS LIMITS
 WATERS EDGE
 FLOOD PLAIN CONTOUR
 TRAVERSE POINT 'A'
 TRAVERSE POINT 'B'
 TRAVERSE POINT 'C'
 TRAVERSE POINT 'D'
 TRAVERSE POINT 'E'
 TRAVERSE POINT 'F'
 TRAVERSE POINT 'G'
 TRAVERSE POINT 'H'
 TRAVERSE POINT 'I'
 TRAVERSE POINT 'J'
 TRAVERSE POINT 'K'
 TRAVERSE POINT 'L'
 TRAVERSE POINT 'M'
 TRAVERSE POINT 'N'
 TRAVERSE POINT 'O'
 TRAVERSE POINT 'P'
 TRAVERSE POINT 'Q'
 TRAVERSE POINT 'R'
 TRAVERSE POINT 'S'
 TRAVERSE POINT 'T'
 TRAVERSE POINT 'U'
 TRAVERSE POINT 'V'
 TRAVERSE POINT 'W'
 TRAVERSE POINT 'X'
 TRAVERSE POINT 'Y'
 TRAVERSE POINT 'Z'

SCALE 1"=50'
 0 30 60 90 120



RECEIVED JUN 10 1996

**ARTICLES OF INCORPORATION
FOR HARBOUR POINTE ON THE LAKE CONDOMINIUM**

742 855

FILED

RECEIVED
JUN 26 1996

ARTICLES OF INCORPORATION

JUN 26 1996

MICHIGAN NON-PROFIT CORPORATION

MI Dept. of Consumer & Industry Services
Corporation, Securities & Land Dev. Bureau

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

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

ARTICLE I

The name of the corporation is Harbour Pointe on the Lake Homeowners Association.

ARTICLE II

The purposes for which the corporation is organized are:

(a) To manage and administer the affairs of and to maintain Harbour Pointe on the Lake, a condominium according to the Master Deed thereof recorded in Liber 16330, Pages 166 through 225, Oakland County Records, being Oakland County Condominium Subdivision Plan No. 981 (hereinafter called "Condominium");

(b) To levy and collect assessments against and from the Co-owner members of the corporation and to use the proceeds thereof for the purposes of the corporation;

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

(d) To rebuild improvements after casualty;

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

(f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;

(g) To own, maintain and improve, and to buy, or operate, manage, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, (including Condominium units, easements, rights-of-way and licenses) on behalf of the corporation, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

[Handwritten signature]

ck 25.00 30718

(i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and the provisions of these Articles of Incorporation and such bylaws and rules and regulations of the corporation as may hereafter be adopted;

(j) To do anything required of, or permitted as, the administrator of the Condominium by the Condominium Master Deed or Bylaws or by the Michigan Condominium Act;

(k) In general, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

The corporation is organized upon a nonstock, membership basis.

The assets of the corporation are:

Real Property: None
Personal Property: None

The corporation is to be financed under the following general plan:

Assessment of members owning units in the Condominium.

ARTICLE IV

The address of the registered office is:

32000 Northwestern Highway
Suite 145
Farmington Hills, Michigan 48334

The mailing address of the registered office is the same as above.

The name of the first resident agent at the registered office is:

Scott P. Drumm

ARTICLE V

The names and business addresses of the incorporator is:

Mr. Scott P. Drumm
Phoenix Land Development Corporation
32000 Northwestern Highway
Suite 145
Farmington Hills, Michigan 48334

ARTICLE VI

The term of the corporate existence is perpetual.

ARTICLE VII

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by the members shall be as follows:

(a) Each Co-owner (including the Developer named in the Condominium Master Deed) of a unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership, except that the subscriber hereto shall be a member until such time as his membership shall terminate, as hereinafter provided.

(b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the qualification of membership of any Co-owner) shall be established by the acquisition of fee simple to a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the corporation, the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer of the Condominium shall become a member of the corporation immediately upon establishment of the Condominium. Land contract vendees of units shall be members if the land contract instrument expressly conveys the vendor's interest as a member of the corporation in which event the vendor's membership shall terminate as to the unit sold.

(c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the member's unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the bylaws of this corporation.

ARTICLE VIII

A volunteer director (as defined in Section 110 of Act 162, Public Acts of 1982, as amended) of the corporation shall not be personally liable to the corporation or its members for monetary damages for breach of the director's fiduciary duty arising under any applicable law. However, this Article shall not eliminate or limit the liability of a director for any of the following:

- (1) A breach of the director's duty of loyalty to the corporation or its members.
- (2) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
- (3) A violation of Section 551(1) of Act 162, Public Acts of 1982, as amended.
- (4) A transaction from which the director derived an improper personal benefit.
- (5) An act or omission occurring before the date this document is filed.
- (6) An act or omission that is grossly negligent.

Any repeal or modification of this Article shall not adversely affect any right or protection of any director of the corporation existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification.

ARTICLE IX

JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the corporation. Subject to the express limitations on actions in the Bylaws and in these Articles of Incorporation, the corporation may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in these Articles of Incorporation, the commencement of any civil action (other than one to enforce the Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article IX. The requirements of this Article IX will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the

requirements of this Article IX. The following procedures and requirements apply to the corporation's commencement of any civil action other than an action to enforce the Bylaws or to collect delinquent assessments:

(a) Board of Directors' Recommendation to Co-owners. The corporation's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

(b) Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(1) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(A) it is in the best interests of the corporation to file a lawsuit;

(B) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;

(C) litigation is the only prudent, feasible and reasonable alternative; and

(D) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the corporation in the proposed civil action, including the following information:

(A) the number of years the litigation attorney has practiced law; and

(B) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(3) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The litigation attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section (f) of this Article IX.

(c) Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

(d) Fee Agreement with Litigation Attorney. The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the corporation's written notice to the Co-owners of the litigation evaluation meeting.

(e) Co-Owner Vote Required. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners.

Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Article IX shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article IX, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (1) the status of the litigation;
- (2) the status of settlement efforts, if any; and
- (3) the attorney's written report.

(i) Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

(j) Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the corporation ("litigation expenses") shall be fully disclosed to Co-owners in the corporation's annual budget. The litigation expenses for each civil action filed by the corporation shall be listed as a separate line item captioned "litigation expenses" in the corporation's annual budget.

ARTICLE X

These Articles of Incorporation may only be amended by the consent of fifty-one percent (51%) of the members of the corporation.

Signed this May 16, 1996.


Scott P. Drumm

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF
INCORPORATION FOR HARBOUR POINTE ON THE LAKE
CONDOMINIUM ASSOCIATION**

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

HARBOUR POINTE ON THE LAKE HOMEOWNERS ASSOCIATION

ID NUMBER: 742855

received by facsimile transmission on September 24, 2014 is hereby endorsed.

Filed on September 24, 2014 by the Administrator.

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



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 24th day of September, 2014.

***Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau***

RCS/CD 515 (Rev. 3/07)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received	(FOR BUREAU USE ONLY)	
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Name	EFFECTIVE DATE:	
Stephen M. Guerra		
Address		
30140 Orchard Lake Road		
City	State	Zip Code
Farmington Hills	MI	48334

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

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

1. The present name of the corporation is: **Harbour Pointe on the Lake Homeowners Association**

2. The identification number assigned by the Bureau is:

742855

3.

Article VIII is hereby deleted. New Articles VIII, IX and XI are added as follows:

SEE ATTACHED ADDENDUM.

6. Nonprofit corporation only: Member, shareholder, or board approval

The foregoing amendment to the Articles of Incorporation was duly adopted on 15th day of

May, 2014 by the (check one of the following)

Member or shareholder approval for nonprofit corporations organized on a membership or share basis

- members or shareholders at a meeting in accordance with Section 611(2) of the Act.
- written consent of the members or shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the members or shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the members or shareholders entitled to vote in accordance with section 407(3) of the Act.

Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- directors at a meeting in accordance with Section 611(2) of the Act.
- written consent of all directors pursuant to Section 525 of the Act.

Nonprofit Corporations

Signed this 18th day of September, 2014

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

Richard Freeman President
(Type or Print Name) (Type or Print Title)

Article VIII

Claims against Volunteers; Assumption of Volunteer Liability by the Corporation

Section 1. Claims against Volunteers. Under all circumstances except those listed immediately below, no person or entity shall bring or maintain a claim for monetary damages against a volunteer director, volunteer officer, or other volunteer of the Corporation for a volunteer director, volunteer officer, or other volunteer's acts or omissions. Any such claim shall be brought and maintained against the Corporation. This provision cannot eliminate liability for:

(a) A breach of the director's or officer's duty of loyalty to the corporation, its shareholders, or its members.

(b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.

(c) A violation of section 551(1).

(d) A transaction from which the director or officer derived an improper personal benefit.

(e) An act or omission occurring before the effective date of the provision granting limited liability.

(f) An act or omission that is grossly negligent.

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

(a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.

(b) The volunteer was acting in good faith.

(c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.

(d) The volunteer's conduct was not an intentional tort.

(e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

Article IX

Indemnification

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

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

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

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

Section 4. Advance Payment of Expenses. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or

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

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

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

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

Article XI

Action Without Meeting

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

taken at a meeting at which the total number of votes cast was the same as the total number of written votes cast. Votes may be cast in accordance with this paragraph by mail, hand delivery, electronically or by facsimile, as directed by the Corporation.

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

HARBOUR POINTE ON THE LAKE HOMEOWNERS ASSOCIATION

ID NUMBER: 742855

received by facsimile transmission on June 5, 2002 is hereby endorsed

Filed on June 6, 2002 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 6th day of June, 2002.



, Director

Bureau of Commercial Services

BCS/CD-515 (REV. 09/01)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES										
BUREAU OF COMMERCIAL SERVICES										
Date Received	(FOR BUREAU USE ONLY)									
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="padding: 2px;">Name</td> </tr> <tr> <td colspan="3" style="padding: 2px;">Address</td> </tr> <tr> <td style="padding: 2px;">City</td> <td style="padding: 2px;">State</td> <td style="padding: 2px;">ZIP Code</td> </tr> </table>		Name			Address			City	State	ZIP Code
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CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations
 (Please read information and instructions on the last page)

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

1. The present name of the corporation is:	HARBOUR POINTE ON THE LAKE HOMEOWNERS ASSOCIATION
2. The identification number assigned by the Bureau is:	742 855

3. Article	IX	of the Articles of Incorporation is hereby amended to read as follows:
Article IX shall be deleted in its entirety.		

BCS/CD-616 (Rev. 09/01)

COMPLETE ONLY ONE OF THE FOLLOWING:

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

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

Signed this _____ day of _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 24th day of May, 2002, by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

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

Profit Corporations and Professional Service Corporations

Signed this _____ day of _____

By _____
(Signature of an authorized officer or agent)

(Type or Print Name)

Nonprofit Corporations

Signed this 4th day of June, 2002

By James Williams
(Signature President, Vice-President, Chairperson or Vice-Chairperson)

James Williams, President
(Type or Print Name)