

PURCHASER'S INFORMATION BOOKLET

FOR

LOCKLIN PINES CLUSTER CONDOMINIUM

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

UPDATED: December, 2013

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OAKLAND COUNTY
REGISTER OF DEEDS

2013 DEC -2 AM 10:50

LIBER 46586 PAGE 61
\$175.00 MISC RECORDING
\$4.00 REMONUMENTATION
12/02/2013 11:21:48 AM RECEIPT# 161066
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

**AMENDED AND RESTATED CONSOLIDATING MASTER DEED OF
LOCKLIN PINES CLUSTER CONDOMINIUM
(ACT 59, PUBLIC ACTS OF 1978 AS AMENDED)
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 180**

This Amended and Restated Consolidating Master Deed is made and executed on this 21st day of November, 2013, by Locklin Pines Cluster Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose registered office is c/o 3080 Orchard Lake Road, Suite J, Keego Harbor, Michigan 48320, represented herein by Donna Medina, the President of Locklin Pines Cluster Condominium 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 "Act."

18-05-326-00041A

The Association desires by recording this Amended and Restated Consolidating Master Deed, together with the Amended and Restated Condominium Bylaws attached hereto as Exhibit "A", and the Condominium Subdivision Plan attached to the original Consolidating 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 of Michigan. The original Consolidating Master Deed for Locklin Pines Cluster Condominium, recorded in Liber 8723, Pages 308 et seq., Oakland County Records, is superseded hereby (except for the Condominium Subdivision Plan attached to the original Consolidating Master Deed as Exhibit B).

56P

NOW THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Locklin Pines Cluster Condominium as a Condominium under the Condominium Act and does declare that Locklin Pines Cluster Condominium (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 Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Consolidating Master Deed and Exhibits "A" and "B" applicable hereto, all of which shall be deemed to run with the real

O.K. - RC

OK - LG

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

ARTICLE I TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Locklin Pines Cluster Condominium, Oakland County Condominium Subdivision Plan No. 180. The Condominium Project is established in accordance with the Act. The Condominium consists of 96 Units, numbered 1 through 96.

Section 2. Condominium 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 Consolidating 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 Project. Each Co-owner in the Condominium Project 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 Project as are designated by this Amended and Restated Consolidating Master Deed.

Section 3. Voting. Co-owners shall have voting rights in Locklin Pines Cluster Condominium 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 Project established by the Amended and Restated Consolidating Master Deed is particularly described as follows:

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

Part of the Southwest $\frac{1}{4}$ of Section 5, T. 2 N., R. 9 E., West Bloomfield Township, Oakland County, Michigan. Described as commencing at the center post of said Section 5, T. 2 N., R. 9 E.; thence along the East-West $\frac{1}{4}$ line of said Section 5, N. 89 degrees 44 minutes 40 seconds W., 60.00 feet to the point of beginning; thence N. 89 degrees 44 minutes 40 seconds W., 1282.59 feet along the East-West $\frac{1}{4}$ line of said Section 5; thence S. 00 degrees 51 minutes 10 seconds E., 1320.66 feet along the East line of Locklin Beach Subdivision, Liber 56, Page 51; thence S. 89 degrees 12 minutes 17 seconds East 1249.83 feet; thence N. 00 degrees 34 minutes 06 seconds East, 1332.21 feet along the West right-of-way of

Lochaven Road to the point of beginning containing 38.551 acres more or less.

ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Consolidating 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 Locklin Pines Cluster Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Locklin Pines Cluster Condominium, 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 Consolidating Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the 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 Consolidating Master Deed" means this document, which when recorded shall reaffirm the establishment of the Condominium, and to which the Amended and Restated Condominium Bylaws and the Condominium Subdivision Plan attached to the original Consolidating Master Deed as Exhibit "B", are attached or made applicable as exhibits.

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

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

F. "Building" shall refer to the entire building structure and its components in which a single Unit is located.

G. "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.

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

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

J. "Condominium Project", "Condominium" or "Project" means Locklin Pines Cluster Condominium as a Condominium Project established in conformity with the provisions of the Act.

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

L. "Co-owner" means a person, firm, corporation, 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 of Locklin Pines Cluster Condominium and the Act.

M. "Developer" shall refer to Erb Lumber Company, a Michigan corporation, which made and executed the original Consolidating Master Deed, and its successors and assigns.

N. "Percentage of Value" means the percentage assigned to each Condominium 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 Act. Percentages of value for each Condominium Unit have been determined with reference to reasonably comparative characteristics.

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

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

Q. "Unit" or "Condominium Unit" each mean a single complete Unit in Locklin Pines Cluster Condominium, 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 Act.

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 described below and in the Condominium Subdivision Plan and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

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

(1) **Land.** The land described in Article II hereof, including the driveways, sidewalks and any parking spaces not designated as Limited Common Elements;

(2) **Electrical.** The electrical wiring network throughout the Project up to the point of connection with the electrical meter for any Unit;

(3) **Telephone.** The telephone wiring network throughout the Project;

(4) **Water and Sanitary Sewer.** The water distribution, sanitary sewer and plumbing systems throughout the Project up to, but not including, the point of connection with the plumbing fixtures within any Unit;

(5) **Storm Drainage System.** The storm drainage system throughout the Project;

(6) **Gas.** The gas line network throughout the Project up to the point of connection with the gas meter for any Unit;

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

(8) **Construction.** The perimeter walls, foundations, supporting columns, bearing walls, floor construction between Unit levels, roofs, Unit perimeter walls (including windows, door walls and doors therein), and chimneys;

(9) **Other.** All other elements and improvements contained within or appurtenant to the Condominium Project, which are not herein designated as General

or Limited Common Elements, which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the 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) Porch, Deck, Balcony, Court and Patio. Each porch, deck, balcony, court and patio, including any walkways servicing these areas, is restricted in use to the Co-owner of the Unit to which the same is appurtenant;

(2) Interior Surfaces. The interior surfaces of walls (including windows, door walls and doors therein), ceilings and floors contained within a Unit are restricted in use to the Co-owner of the Unit to which the same are appurtenant; and

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

Section 2. Responsibility for Unit and Common Elements. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all 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, Limited Common Elements. The primary responsibility for insurance, maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Project, the Limited Common Elements described in Section 1B(2), and those General Common Elements described herein, shall be borne by the Co-owner of the Unit. In addition to and in clarification of the Co-owner's responsibility under this Section 2A(1), each Co-owner shall be responsible for the cost of decorating, maintaining, repairing and replacing the following items:

(a) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, furnace, air conditioner and related ductwork,

humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters, individual hot water heaters, fireplaces, flues dampers and chimneys;

(b) Electrical wires, outlets, switches, boxes, circuit breakers and fixtures from the point of connection with, but not including, the electrical meter for the Unit (even though part of the system may be designated as a General Common Element);

(c) The water lines, pipes, valves and fixtures from the point of entry into the exterior surface of the perimeter walls of a Unit (even though part of the system may be designated as a General Common Element), but specifically excluding any mains running through the Unit;

(d) All sanitary sewer stacks, drain lines and traps within a Unit (even though part of the system may be designated as a General Common Element);

(e) The gas lines, pipes, valves and fixtures from the point of connection with, but not including, the gas meter (even though part of the system may be designated as a General Common Element);

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

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

(h) All interior wall, floor and drywall repair, replacement, maintenance and painting (even though some of these elements may be designated as a General Common Element); and

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

(2) Utility Charges. All individually metered utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All commonly metered utilities shall be paid by the Association as an expense of administration.

(3) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Project 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. Each Co-owner shall refrain from repairing, altering, replacing, removing, painting, decorating or changing the exterior of a Building containing their Unit or any exterior appendage thereof without first obtaining the Association's prior written consent pursuant to Article VI of the Amended and Restated Condominium Bylaws. Any replacement element shall be identical to the original or, if not, approved by the Association prior to installation.

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

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

(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 Condominium Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act.

**ARTICLE V
USE OF PREMISES**

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner that 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 CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Condominium Unit Description. Each Unit in the Project is described in this Section with reference to the Condominium Subdivision Plan of Locklin Pines Cluster Condominium as prepared by Dietrich Associates P.C., which is attached as Exhibit "B" to the original Consolidating Master Deed. Each Unit shall include (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of the Unit, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B, which is attached to the original Consolidating Master Deed, and delineated with heavy outlines. The architectural plans are shown in detail on 35 millimeter microfilm aperture cards on file with the State of Michigan.

Section 2. Calculation of Percentage of Value. The percentage of value assigned to each Unit shall be determinative of such Co-owner's respective share of the Common Elements of the Condominium Project and each Co-owner's proportionate share of the proceeds and expenses of the administration (except as modified by the specific assignment of responsibilities for costs contained in Article IV, Section C of this Amended and Restated Consolidating Master Deed). The value of each Co-owner's vote at meetings of the Association shall be equal. The total value of the Project is one hundred percent (100%). The Developer determined percentages of value based upon the number of square feet that a particular Unit bears to the total number of square feet of all Units in the Project. The percentages of value are set forth as follows:

| Unit | Percentage of Value |
|------|---------------------|
| 1 | .99 |
| 2 | .86 |
| 3 | 1.31 |
| 4 | 1.12 |
| 5 | 1.05 |
| 6 | .97 |
| 7 | 1.41 |
| 8 | 1.08 |
| 9 | .97 |
| 10 | .94 |
| 11 | .84 |
| 12 | .97 |
| 13 | 1.13 |
| 14 | .59 |
| 15 | .72 |
| 16 | 1.05 |
| 17 | .86 |
| 18 | 1.41 |

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| | |
|----|------|
| 19 | .99 |
| 20 | .99 |
| 21 | 1.05 |
| 22 | .94 |
| 23 | 1.31 |
| 24 | .97 |
| 25 | 1.05 |
| 26 | 1.38 |
| 27 | .99 |
| 28 | .99 |
| 29 | .94 |
| 30 | .84 |
| 31 | 1.07 |
| 32 | 1.04 |
| 33 | 1.13 |
| 34 | 1.13 |
| 35 | 1.03 |
| 36 | 1.04 |
| 37 | 1.13 |
| 38 | 1.04 |
| 39 | 1.13 |
| 40 | 1.04 |
| 41 | .84 |
| 42 | 1.04 |
| 43 | 1.04 |
| 44 | 1.04 |
| 45 | 1.05 |
| 46 | 1.03 |
| 47 | 1.04 |
| 48 | 1.04 |
| 49 | 1.13 |
| 50 | 1.03 |
| 51 | 1.04 |
| 52 | 1.13 |
| 53 | 1.03 |
| 54 | 1.04 |
| 55 | 1.07 |
| 56 | 1.04 |
| 57 | .99 |
| 58 | 1.04 |
| 59 | 1.07 |
| 60 | 1.05 |
| 61 | 1.04 |
| 62 | 1.03 |
| 63 | 1.08 |
| 64 | 1.06 |

| | |
|----|------|
| 65 | .97 |
| 66 | 1.10 |
| 67 | 1.03 |
| 68 | 1.03 |
| 69 | 1.06 |
| 70 | 1.04 |
| 71 | 1.04 |
| 72 | 1.05 |
| 73 | 1.03 |
| 74 | 1.01 |
| 75 | 1.07 |
| 76 | 1.03 |
| 77 | 1.04 |
| 78 | 1.03 |
| 79 | 1.04 |
| 80 | 1.07 |
| 81 | 1.04 |
| 82 | 1.04 |
| 83 | 1.07 |
| 84 | 1.04 |
| 85 | 1.07 |
| 86 | 1.14 |
| 87 | 1.07 |
| 88 | 1.04 |
| 89 | 1.04 |
| 90 | 1.04 |
| 91 | 1.03 |
| 92 | 1.04 |
| 93 | 1.03 |
| 94 | 1.04 |
| 95 | 1.07 |
| 96 | 1.08 |

ARTICLE VII EASEMENTS

Section 1. Easements For Encroachment, Utilities, and Support. In the event any Condominium 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 Act.

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.

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

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through any portion of any General Common Element of the Condominium 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, the Township of West Bloomfield 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 his Unit or any Common Elements appurtenant thereto for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in this Amended and Restated Consolidating Master Deed, the Amended and Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Consolidating Master Deed, the Amended and Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep their Unit or any improvements or appurtenances located therein, or any Common Elements appurtenant thereto 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 action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of the Common Elements for which the Co-owner is responsible, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities that are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with their monthly assessment next falling due, in accordance with Article II of the Amended and Restated Condominium Bylaws. 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. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring 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 service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Project 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 will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, shall be receipts of administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE VIII AMENDMENTS

This Amended and Restated Consolidating Master Deed and any Exhibit hereto may be amended as provided in the 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.

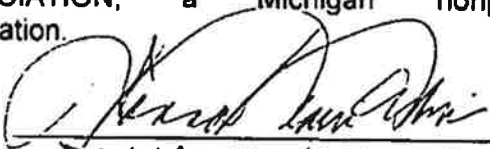
Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgages (as defined in Section 90a(9) of the Act), such amendment shall require the consent of not less than two-thirds (2/3rds) of all mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Act.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, 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 Michigan Condominium Act, as amended. A Co-owner's Condominium 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 Act.

Common Elements can be assigned and reassigned only in accordance with Section 39 of the Act. Units may be consolidated as provided in Section 48 of the Act.

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

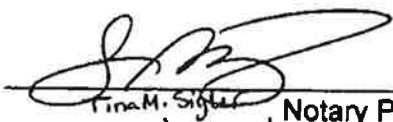
LOCKLIN PINES CLUSTER CONDOMINIUM
ASSOCIATION, a Michigan nonprofit
corporation.

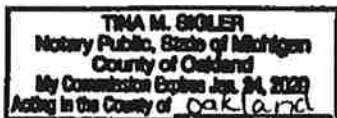
By: 
Name: DONNA M. MEDINA
Its: President

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 21st day of November, 2013, the foregoing Amended and Restated Consolidating Master Deed was acknowledged before me by Donna M. Medina, President of Locklin Pines Cluster Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

Drafted by and when
recorded return to:
Mark F. Makower, Esq.
Makower Abbate PLLC
30140 Orchard Lake Road
Farmington Hills, MI 48334


Tina M. Sigler, Notary Public
Oakland County, Michigan
Acting in Oakland County, MI
My commission expires: 11/24/2020



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 of Locklin Pines Cluster Condominium Association, the corporation named in and which executed the Amended and Restated Consolidating Master Deed and Amended and Restated Condominium Bylaws of Locklin Pines Cluster Condominium.


That the Amended and Restated Consolidating Master Deed and Amended and Restated Condominium Bylaws of Locklin Pines Cluster Condominium were submitted to all Co-owners of Units in Locklin Pines Cluster Condominium 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.

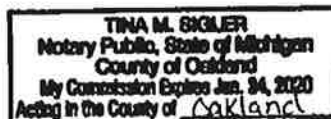
That the records of said consents are maintained at the registered office of Locklin Pines Cluster Condominium Association at 3080 Orchard Lake Road, Suite J, Keego Harbor, Michigan 48320.

FURTHER, AFFIANT SAYETH NOT.


Kathleen LaBrosse

Acknowledged, subscribed and sworn to before
me this 21st day of November 2013.


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



CERTIFICATION

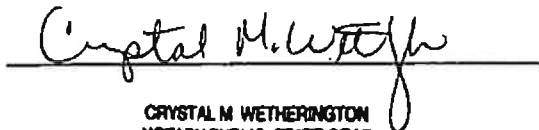
STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, Mark Makower, being first duly sworn, depose and state as follows:

1. That I am the attorney for Locklin Pines Cluster Condominium Association, the Corporation named in and which executed the attached Amended and Restated Consolidating Master Deed and Condominium Bylaws of Locklin Pines Cluster Condominium.
2. That I personally sent a copy of the attached Amended and Restated Consolidating Master Deed and Condominium Bylaws of Locklin Pines Cluster Condominium 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 Wayne County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Consolidating Master Deed and Condominium Bylaws of Locklin Pines Cluster Condominium.
3. That (2/3) of said mortgages have consented to the attached Amended and Restated Consolidating Master Deed and Condominium Bylaws of Locklin Pines Cluster Condominium 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 Locklin Pines Cluster Condominium Association file located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.


Mark Makower

Subscribed and sworn to before me this
21st day of November, 2013.


CRYSTAL M WETHERINGTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jan 18, 2019
ACTING IN COUNTY OF *Oakland*

**AMENDED AND RESTATED CONDOMINIUM BYLAWS
FOR LOCKLIN PINES CLUSTER CONDOMINIUM**

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EXHIBIT A

AMENDED AND RESTATED CONDOMINIUM BYLAWS FOR LOCKLIN PINES CLUSTER CONDOMINIUM

ARTICLE I ASSOCIATION OF CO-OWNERS

Section 1. The Association. Locklin Pines Cluster Condominium, a residential Condominium project located in the Township of West Bloomfield, 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 Project, subject to and in accordance with the Amended and Restated Consolidating 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 Project 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 the 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 Condominium 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 Condominium Units identified as Units on the Condominium Subdivision Plan and not on the total property of the Condominium Project or any other part thereof. Governmental special assessments and property taxes in any year in which the property existed as an established condominium project on the tax day shall be assessed against the individual Condominium Unit, notwithstanding any subsequent vacation of the condominium project. The levying of all property taxes and governmental special assessments shall comply with Section 131 of the Act.

Section 2. Assessments for Common Elements. 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 (with the exception of those costs and expenses assessed to individual Units

pursuant to the Amended and Restated Consolidating Master Deed and these Bylaws), 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 Consolidating Master Deed.

Section 3. Determination of Assessments. 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. 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 said 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 Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of any change in the monthly 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 his new or adjusted monthly assessment payment.

B. Additional Assessments. The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or 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 and Article IV, Section 2C of the Amended and Restated Consolidating Master Deed. 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 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%) in number 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).

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 in accordance with the percentage of value allocated to each Unit in the Amended and Restated Master Deed without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Condominium 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. 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 the fifteenth (15th) of the month shall incur a uniform late charge of fifty dollars (\$50.00), to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise said 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 any delinquency reaches a level equal to or exceeding two (2) monthly installments of the annual assessments, the remaining unpaid installments of the annual assessment for that fiscal year shall be automatically accelerated and shall be 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 his 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 his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his 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 in the development owned by the Co-owner at the time of the assessment before other liens except tax liens on the Condominium 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 hereafter in this Section 6, have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Condominium Units. The lien may be foreclosed by judicial action or by advertisement in the name of the Condominium Project on behalf of the other Co-owners as hereinafter provided.

B. Remedies. The Association may enforce collection of delinquent assessments by a suit of law for money judgment or by foreclosure of the statutory lien that secures payment of assessments. 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 Project, 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 his 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 him, and if the Unit is not occupied by the Co-owner, to lease the Condominium 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 Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose of 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 Project, 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 assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project 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 records. Such affidavit shall be recorded in the Office of the Register of Deeds in the County in which the Project 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 his 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 Project, 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 Condominium Unit, any unpaid assessments, interest, late fees, fines, costs and attorneys' fees against the Condominium 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 Condominium Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorney's fees outstanding against the Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorney's 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 Premises 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 Condominium Unit or upon a Limited Common Element may attach only to the Condominium Unit upon which the work was performed.

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

C. A construction lien may not arise or attach to a Condominium 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 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. In all other instances, mediation shall be totally voluntary and upon agreement of the disputing parties.

ARTICLE IV INSURANCE

Section 1. Extent of Association 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 General and Limited Common Elements of the Condominium for which the Association is assigned responsibility, 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. Responsibilities of the Association. 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. Any insurance policy carried by the Association shall not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and each holder of a first mortgage. Unit owners are advised that the Association's coverage is not intended to be complete as to all matters, and

the Co-owners have an obligation to provide certain coverages as outlined in this Article. Co-owners are advised to consult with their insurance advisors to determine what additional insurance they must obtain upon their Units and appurtenant Limited Common Elements, at their own expense, in addition to the coverage carried by the Association. It shall be each Co-owner's responsibility to obtain insurance coverage for the interior of the Unit, all fixtures, equipment, and trim within a Unit, personal property located within a Unit or elsewhere in the Condominium, as well as for all improvements and betterments to the Unit and Limited Common Elements, and for personal liability and property damage for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit for which the Co-owner is responsible pursuant to Article IV of the Amended and Restated Consolidating Master Deed, and also for alternative living expense in event of fire or other casualty, and the Association shall have absolutely no responsibility for obtaining such coverage.

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

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

B. Insuring of Common Elements. If applicable and appropriate all General and Limited Common Elements of the Condominium for which the Association is assigned responsibility in Article IV of the Amended and Restated Consolidating Master Deed shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to 100% of the current replacement cost of the insurable improvements, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with its appropriate professional advisors. The policy shall include a "Guaranteed Replacement Cost Endorsement" or a "Replacement Cost Endorsement", an "Inflation Guard Endorsement", if available, a "Building Ordinance and Law Endorsement", and, if the policy includes a coinsurance clause, an "Agreed Amount Endorsement".

C. Cost of Insurance. All premiums for insurance purchased by the Association pursuant to these Restated 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 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 Amended and Restated 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 as decided by the Board of Directors, 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.

E. Determination of Primary Carrier. In cases of property damage to the Unit, its contents, or any Limited Common Element or other element or property for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Consolidating Master Deed or Article V of these Bylaws (including improvements and betterments), or incidental or consequential damages to any other Unit resulting from an item, element or occurrence for which the Co-owner is assigned responsibility in Article IV of the Amended and Restated Consolidating Master Deed or Article V of these Bylaws, the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General and Limited Common Elements for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Consolidating Master Deed, the Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the Unit, or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Consolidating Master Deed or Article V of these Bylaws (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General or Limited Common Elements for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Consolidating Master Deed (including improvements and betterments), the Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds, and shall not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common Element or the repair or replacement thereof, the insurance carrier of the Co-owner shall have no right of subrogation against the Association or its carrier.

Section 2. 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 Project, and the General and Limited Common Elements thereof for which the Association is assigned responsibility in Article IV of the Amended and Restated Consolidating Master Deed. 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 and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. Similarly, the Association shall be deemed to appoint each Co-owner as its 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 and liability insurance pertinent to the Co-owner's Unit, including the Limited Common Elements appurtenant thereto for which the Co-owner is assigned responsibility in Article IV of the Amended and Restated Consolidating Master Deed or Article V of these Bylaws.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining all risk insurance with respect to their Unit and all Limited Common Elements appurtenant thereto for which the Co-owner is assigned responsibility in Article IV of the Amended and Restated Consolidating Master Deed or Article V of these Bylaws, in an amount equal to 100% of the current replacement cost of the insurable improvements; all occurrences therein or thereon; all improvements, additions and modifications and for personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements and elements 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 also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of their Unit and the improvements and/or Limited Common Elements appurtenant thereto for which the Co-owner is assigned responsibility in Article IV of the Amended and Restated Consolidating Master Deed or Article V of these Bylaws, and also for any other personal insurance coverage that the Co-owner wishes to carry. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association when requested, 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.

The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or have any liability to any person for failure to do so. To the extent a Co-owner does or permits anything to be done or kept in their Unit and/or the adjoining improvements that will increase the rate of insurance 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 shall be charged to the particular Co-owner responsible for such activity or condition.

Section 4. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner and the Association from 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 on or within such individual Co-owner's Unit or appurtenant improvements and shall carry insurance to secure this indemnity if so required by the Association. This Section 4 shall not, however, 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 and Limited Common Element. If the damaged property is a General or Limited Common Element for which the Association is assigned responsibility in Article IV of the Amended and Restated Consolidating Master Deed, 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, Building or Improvements. If the damaged property is a Unit or any improvements thereon or appurtenant thereto, 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 remove all debris and restore his Unit and any Common Elements appurtenant thereto for which the Co-owner is assigned responsibility in Article IV of the Amended and Restated Consolidating Master Deed or this Article 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.

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

Section 2. Association Responsibilities 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 replace the damaged property in a condition as good as that existing before the damage. If the proceeds of the 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 or Limited Common Elements for which the Co-owner is assigned responsibility in Article IV of the Amended and Restated Consolidating Master Deed adversely affects the appearance of the Project, the Co-owner shall proceed with replacement of the damaged property without delay. If damage to the

General or Limited Common Elements for which the Association is assigned responsibility in Article IV of the Amended and Restated Consolidating Master Deed adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 4. Indemnification. Each Co-owner shall indemnify and hold harmless the Association and every other Co-owner for all damages and costs, including, without limitation, actual attorneys' fees (not limited to reasonable attorneys' fees), which the Association or such other Co-owner(s) suffer as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or a Limited Common Element for which the Co-owner is assigned the responsibility to maintain, repair and replace. Each Co-owner shall carry insurance to secure this indemnity. This Section 4 shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

Section 5. 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:

Section 6. Common Elements Taken by Eminent Domain. If any portion of the Common Elements is taken by eminent domain, the award therefor shall be allowed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners in number and value shall be binding on all Co-owners.

A. Condominium Unit Taken by Eminent Domain. If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium 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 Condominium Unit.

B. Partial Taking of a Condominium Unit. If portions of a Condominium Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Condominium Unit not taken. The undivided interest of such Condominium Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of such Condominium Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of such Condominium Unit shall be reallocated among the other Condominium Units in the condominium project in proportion to their respective undivided interests in the Common Elements. A Condominium 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 Condominium Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to the following subsection, as well as for that portion of the Condominium Unit taken by eminent domain.

C. Impossibility of Use of Portion of Unit not Taken by Eminent Domain. If the taking of a portion of a Condominium Unit makes it impractical to use the remaining portion of that Condominium Unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the Common Elements appertaining to that Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Condominium 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 Condominium Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Condominium Unit.

D. Future Expenses of Administration Appertaining to Condominium Unit(s) Taken by Eminent Domain. Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a Condominium Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their relative voting strength in the Association. A Condominium 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.

E. 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 Restated Consolidating Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of holders of two-thirds (2/3rds) of all first mortgage liens on individual Units in the Condominium.

F. 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 7. Rights of First Mortgagees. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 8. 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 Project timely written notice of any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing the mortgage.

ARTICLE VI RESTRICTIONS

Section 1. Use of Condominium Unit.

A. **Single Family Use.** No Unit in the Condominium shall be used for other than single-family residential purposes (as defined by the Township of West Bloomfield 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 West Bloomfield.

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 West Bloomfield 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 West Bloomfield, such that the occupancy of all Units in the Condominium shall be in accordance with all Township of West Bloomfield regulations at all times.

Section 2. Leasing and Rental of Units.

A. **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in subparagraph B. below and further provided that the leasing of the Unit will not result in the Co-owner or any related entity leasing more than one Unit at a time in the Condominium. Co-owners leasing their Units as of the effective date of the Amended and Restated Consolidating Master Deed shall be entitled to continue leasing their Units, provided the provisions of the Condominium Documents, including without limitation this Section, Section 1 of this Article VI and the Association Rules and Regulations, are strictly followed and an approved lease form is on file with the Association within fourteen (14) days of the effective date of this Amendment. In the event of a sale or transfer of ownership of a leased Unit, all automatic rights to lease that Unit shall terminate and no further leasing of the Unit shall take place without full compliance with the provisions hereof (including the requirement that any new Co-owner establish the required period of residency before being able to lease the Unit). Further, no Co-owner shall lease less than an entire Unit in the Condominium. All leases

shall (i) be for an initial term of no less than six (6) months; (ii) require the lessee to comply with the Condominium Documents and Rules and Regulations of the Association; (iii) provide that failure to comply with the Condominium Documents and Rules and Regulations 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 Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Association may also require the use of a standard lease form. Co-owners are strongly encouraged to obtain criminal background checks, sex-offender registry checks, and credit reports for all prospective tenants or occupants of a Unit. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors, along with the Co-owner's mailing address for notices. Copies of all leases in effect as of the effective date of these Amended and Restated Bylaws shall be provided to the Association within 14 days of said effective date. Under no circumstances shall transient tenants be accommodated. For purposes of the Section 2A, a "transient tenant" is a Non-Co-owner residing in a Condominium Unit for less than sixty days, who has paid consideration therefor. 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. If a Unit is not leased or rented, but is occupied solely by individuals who do not own the Unit, the Co-owner shall provide the Association with the names of all occupants, an address and contact information for Co-owner, and a summary of the terms of the occupancy arrangement under which such occupants occupy the Unit in question. Under no circumstance will lodgers or boarders be permitted.

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

(1) A Co-owner desiring to rent or lease their Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a Lease Form to a potential lessee, and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Association shall be entitled to approve or not approve any such proposed lease transaction in accordance with the provisions of this Section. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupant(s) and the term of the proposed arrangement, including 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).

(2) If the Association determines that any 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 Condominium 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.

(3) 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 Project, (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.

(4) 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.

Section 3. Alterations and Modifications.

A. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to any Unit or the Building containing the Unit or make changes in the appearance or use of any of the Common Elements, limited or general, without the express written approval of the Board of Directors, including but not limited to, exterior painting, siding, roofs, replacement of doors or windows, or the erection of lights, awnings, shutters, newspaper holders, mailboxes, spas, hot tubs, decks, structures, fences, walls, landscaping (except as allowed by Section 13), playground equipment, yard fixtures or adornments or other exterior attachments or modifications. The erection of antennas, DBS reception devices, and other technologies regulated by the Federal Communications Commission are governed by the subsections immediately following this Section. No buildings, fences, walls, retaining walls, decks, patios, banners, drives, walks, or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except

interior alterations not affecting any Common Elements, nor shall any hedges trees or substantial plantings, or landscaping modifications be made, until plans and specifications acceptable to the Association showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected (if appropriate) shall have been submitted to and approved in writing by the Association, and a copy of said plans and specifications, as finally approved, delivered to the Association. The Association shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, and the degree of harmony thereof with the Condominium as a whole. In the event that any application for changes are approved by the Board of Directors, such approval shall be subject to a recordable, written undertaking by the Co-owner acknowledging that installation, maintenance and insuring of all of the improvements are to be at the Co-owner's sole expense, and that injury, if any, to the Common Elements will be repaired promptly by the Co-owner at his sole expense, that the improvements will be completed by a date to be determined and established by the Board of Directors. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against all costs, damages, and liabilities incurred with respect to said modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sump pump, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

(1) A Co-owner, or a tenant occupying a Unit in compliance with the requirements of Article VI, Section 2, above, may install and maintain in a Unit, or on a Limited Common Element appurtenant or assigned to the Unit, in which he/she has a direct or indirect ownership or leasehold interest, and which is within his/her exclusive use or control, an antenna, and/or a mast that supports an antenna, of any of the types and sizes described in paragraph (a) of the Federal Communication Commission's Over-the-Air Reception Devices (OTARD) Rule, 47 C F R Section 1.4000, as amended (the "FCC Rule"), but every such installation shall be made in conformance with the limitations and procedures of this Section and all applicable written rules and regulations with respect to the installation, maintenance and/or removal of such antennas by a Co-owner as from time to time may be promulgated by the Board of Directors of the Association under this Section and Article VI, Section 11, of these Bylaws, except in either case to the extent that they are construed to conflict with the federal Telecommunications Act of 1996, as amended, or the FCC Rule. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair the reception of an acceptable quality signal

and shall not unreasonably prevent or delay, or increase the cost, of the installation, maintenance or use of any such antenna. Such rules and regulations may provide for, among other things; placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein.

(2) Antenna installation on a General Common Element is prohibited, except in strict conformance with the limitations and requirements of any rule or regulation regarding the permissible or preferred location(s) for antenna installations as may be promulgated by the Board of Directors in its sole discretion, or unless approved in writing by the Board of Directors in its sole discretion. The preceding sentence shall not be construed to require that the Board of Directors promulgate any rule or regulation permitting the installation of antennas or masts on any General Common Element. Antenna masts, if any are permitted, may be no higher than is necessary to receive an acceptable quality signal, and may not extend more than twelve (12) feet above the roofline without preapproval, due to safety concerns. The Association may prohibit Co-owners from installing an antenna otherwise permitted by this subsection if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under the FCC Rule.

(3) A Co-owner, if an antennae or dish installation may not proceed as a matter of right under the FCC Rules and orders, must complete and submit to the Association the form of antenna notice prescribed by the Board of Directors before an antenna may be installed. Such form of antenna notice may require such detailed information concerning the proposed installation as the Board reasonably requires to determine whether the proposed installation is permitted by this Section 3A and all valid rules and regulations promulgated by the Board regarding the installation and placement of antennas. The Co-owner shall not proceed with the installation sooner than ten (10) days after the Association receives an antenna notice, which time period is intended to afford the Association a reasonable opportunity to determine whether the Association's approval of the proposed installation may be granted. In lieu of such approval, the Association may during the ten (10) day time period, in writing:

(a) request from the Co-owner such additional relevant information as the Board reasonably determines in order to determine whether the Association will approve or deny the proposed installation, in which case the ten (10) day time period automatically shall be deemed extended to a date which is five (5) days after all such information is received by the Association; or

(b) notify the Co-owner that Association approval of the proposed installation is withheld, specify in general terms the aspects of the proposed installation which the Association believes are not permitted and inform the Co-owner that he may appear before and be heard by the Board (or a committee of the Board) to justify the proposed installation, or to propose modifications to the proposed installation which the Co-owner believes will be either permissible or otherwise acceptable to both the Association and Co-owner. At the request of the Co-owner, the date certain may be adjourned from time to time to a date and time mutually convenient to the Co-owner and Board (or committee of the Board).

(4) Except as the Board of Directors (or a committee of the Board) has declared its approval of a proposed antenna installation in a signed writing, and the installation has been made substantially in the manner approved by the Board, the Association may exercise all, or any, of the remedies of Article XV, below, with respect to an antenna installation later determined not to be permitted by this Section 3A and all valid rules and regulations as have been promulgated by the Board of Directors regarding the installation and placement of antennas, including, without limitation, to assess to the responsible Co-owner all costs incurred by the Association for the removal of such antenna, and/or for the repair of the Common Elements, together with the Association's attorneys fees and other costs of collections, in accordance with Article II of these Bylaws.

B. Modifications or Improvements to Accommodate the Disabled. Notwithstanding the previous subsection A, a Co-owner may make improvements or modifications to the Co-owner's Condominium Unit, including Common Elements and the route from the public way to the door of the Co-owner's Condominium 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 Project, nor unreasonably prevent passage by other residents of the Condominium Project 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 his or her Condominium 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 Condominium 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 noxious, improper, unlawful or offensive activity 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. No Co-owner shall feed or otherwise attempt to attract, locate or bait wild animals, except that Co-owners may maintain bird feeders on their Limited Common Element decks, patios or courtyards with Association approval. No Co-owner shall do or permit anything to be done or keep or permit to be kept on his 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 ordinances pertaining to the use of the Common Elements shall be followed at all times.

Section 5. Animals upon the Condominium Premises. No animal, including household pets, shall be kept or allowed on the Condominium Premises by any Co-owner without the written approval of the Board of Directors, which approval (if any approval at all) will only be given for such pets (type, size and disposition) as are consistent with the close, community living environment of Locklin Pines Cluster Condominium. No more than three (3) pets per Unit will be approved. Any such approval shall be revocable at any time by the

Association for failure of such pets or their owners to abide by the provisions of this Section and the Rules and Regulations of the Association pertaining to the keeping of pets.

A. Restrictions Applicable to Pets in the Project. Before an existing pet can be maintained, the Co-owner shall submit evidence of liability insurance. No animals may be kept or bred for any commercial purpose. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal may be permitted to be housed outside of a Unit, in a pen or otherwise, nor shall pets be tied or restrained outside or be allowed to be loose upon the Common Elements. No dog runs are permitted in the Condominium. All pets shall be leashed when outdoors with the leash being held and controlled at all times by a responsible adult person and otherwise in accordance with any ordinances of the Township of West Bloomfield that may apply. Each Co-owner shall be responsible for the collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner, anywhere in the Condominium Project. No savage or dangerous animal of any type shall be kept and any Co-owner who causes any animal to be brought, maintained or kept on the premises of the Condominium for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorney fees and costs, which the Association may sustain as a result of the presence of such animal on the Condominium Premises, whether such animal is permitted or not, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. All animals kept in accordance with this Section shall be licensed by the municipal agency having jurisdiction, and proof of the animal's shots shall be provided to the Association upon request. The term "animal" or "pet" as used in this section shall not include fish. Any exotic pets or animals (including primates and snakes) are strictly prohibited.

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

Section 6. Use of Common Elements. The Common Elements, Limited or General, 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 in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Trash shall be stored and handled in accordance with all applicable rules and regulations of the Association and Township of West Bloomfield ordinances and Co-owners shall be responsible for the collection and proper disposal of trash (or the costs of the Association

collecting and disposing of such trash) dispersed about the Common Elements, regardless of the reason. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his Unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium. No unsightly condition shall be maintained on or in any deck, patio, balcony or porch. All municipal ordinances pertaining to the use of the Common Elements shall be followed at all times.

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

Section 8. Vehicles upon the Condominium Premises. House trailers, commercial vehicles, boat trailers, watercraft, boats, motor homes, camping vehicles/trailers, snowmobiles, snowmobile trailers, recreational vehicles, any non-motorized vehicles, off the road vehicles, all terrain vehicles, or vehicles other than currently licensed automobiles, motorcycles/motorbikes (if not objectionable due to excessive noise or irresponsible operation and only if utilized strictly for the purpose of ingress and egress to a Unit) 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 **NOT** 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 his/her family of any casual, personal, motorized transportation or entertainment anywhere within the Project, including, but not limited to, motorized scooters, mopeds, go-carts, dirt bikes and the like, unless the same are licensed (if a license is required to operate the same on the roads) and used solely on the roads and driveways for the purpose of accessing a private home. No bicycles shall be utilized in the Condominium except on paved areas.

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 said 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.

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 19 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 pick up 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. Non-operational 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. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises, unless such maintenance or repair can be accomplished in no more than two (2) days or unless otherwise specifically approved by the Board of Directors in advance.

D. Parking and Driving 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. No vehicles may be driven in excess of fifteen miles per hour when traveling within the Condominium. Co-owner's vehicles shall be parked first in the garage with any overflow being parked on the driveway appurtenant to the Unit in such a manner as to not restrict access to other Units. Use of other Common Elements for parking shall not be allowed for more than 72 hours within any 14 day period without written approval of the Board of Directors.

E. Association Rights. Subject to the notice location and content requirements of Section 252(k) of the 2004 Public Act 493 of the Michigan Compiled Laws, the Association may cause vehicles parked or stored in violation of this Section, or of any applicable rules and regulations of the Association, to be stickered and/or removed (towed) from the Condominium Premises, and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. In such cases, the Co-owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Condominium Project consistent with the provisions hereof, and may levy fines for violations of such rules and regulations or this Section.

F. Motor Boats and Use of Lake. No motorboats shall be launched or operated on Lake Marion except for such motorboats that are owned or hired by the Association for maintenance purposes. Personal flotation devices ("PFDs" or "Life Jackets") complying with all Coast Guard regulations shall be carried and/or worn in boats, or in the case of minors, while in the water, as required by Coast Guard, State, County and municipal rules, regulations or ordinances.

Section 9. Prohibition of Dangerous Items upon the Condominium Premises. No Co-owner shall 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. 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. Notwithstanding the foregoing, (a) one "for sale" sign no larger than 24" x 36" may be maintained in a window of a Unit so long as such Unit is being actively marketed for sale, and (b) one U.S. flag no larger than 3' x 5' may be maintained on the exterior of a Unit; provided, however, that the use of flagpoles in the ground is expressly prohibited.

Section 11. Regulations Consistent with the Act. Reasonable regulations consistent with the Act, the Amended and Restated Consolidating 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 of the Association. 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 in number.

Section 12. Association Access to Units and/or Limited Commons Elements. The Association or its duly authorized agents shall have access to each Unit and any limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit, provided, however, that any such entry is made only if local public safety personnel are also present. It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. Landscaping and Decoration of Common Elements. Except for the planting of annuals and perennials in established beds, no Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, furniture, implements, rocks or boulders, fencing or other decorative items upon the Common Elements, Limited or General, unless the same is approved by the Association in writing, and is in total conformance with the Association's policies on landscaping as are published from time to time. Original bed areas shall not be expanded. Any landscaping performed by the Co-owner and any such trees, shrubs or flowers planted by the Co-owner, if and when approved, shall be the responsibility of the Co-owner to maintain. In the event that such Co-owner fails to adequately maintain such landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof. The Co-owner shall

also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs or flowers, or the continued maintenance thereof. Should access to any Common Elements of any sort be required, or should any materials specified in this Section interfere with maintenance or services provided by the Association, the Association may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access and/or performance of such services, nor shall the Association be responsible for monetary damages of any sort arising out of any such actions.

Section 14. Co-owner Maintenance of Unit and Limited Common Elements. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has 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 Buildings, telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect the unit or any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by 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 primary insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount.) Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement as soon as it is discovered.

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

Section 16. Costs of Enforcing Documents. Any and all costs, damages, fines, expenses and/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 Board of Directors of the Association under Article VI, Section 11 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to, secured by the statutory lien on the Unit and collected from the responsible Co-owner or Co-owners in the manner provided in Article II hereof. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations,

and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

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

ARTICLE VII MORTGAGES

Section 1. Notification of Mortgage. Any Co-owner who mortgages his 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. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium Common Elements against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification to Mortgagee of Meetings. Upon 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 Project 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 Consolidating 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 the 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 Condominium Unit owned, provided that said Co-

owner is in good standing and not in default of any provision of the Condominium Documents, including payment of regular or special assessments against said 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 he has presented evidence of ownership of a Unit in the Condominium Project 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. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium 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 twenty-five percent (25%) 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. The books of account shall be "reviewed" at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. 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 Consolidating Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project 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 Consolidating Master Deed or the laws of the State of Michigan. Only Co-owners in good standing, and their legal representatives, may speak at meetings of the Association and/or address the Board or Co-owners at any such meetings. Any person in violation of this provision or the rules of order governing the meeting, which are incorporated herein by reference, may be removed from such meeting, without any liability to the Association or its Board of Directors.

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

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition 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 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 Locklin Pines Cluster Condominium 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 seven (7) 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 four or three directors shall be elected for two (2) 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 Project and the Common Elements thereof, all to the extent set forth in the Amended and Restated Consolidating Master Deed, or elsewhere 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 Project.

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, provided, however, that any such action shall also be approved by affirmative vote of more than fifty percent (50%) of all of the members of the Association, except in the case of financing or re-financing of a Unit acquired through foreclosure of the statutory lien for unpaid assessments, which shall require no such approval.

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

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

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

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. In the event the Board does employ professional management for the Association, the Board shall, pursuant to Section 90a of the Condominium Act, secure the approval of two-thirds (2/3rds) of the institutional holders of first mortgage liens on any Unit in the Condominium prior to terminating professional management and assuming self management.

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. When the appointment is made, all Co-owners must be notified of the name of the appointed director. If the Co-owners do not petition for a special meeting challenging the appointment within thirty (30) consecutive days of receiving notice, the director shall, at the end of the interim period, be placed on the Board to serve out the respective term. Each person so appointed shall be a director until the end of the term of the Director who he/she 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 twenty-five percent (25%) 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 two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, or by mail, facsimile, electronically or telephone at least five (5) days prior to the date of the meeting, unless waived by 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 Directors' 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. All officers must be Co-owners.

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 he/she may become by reason of his/her being or having been a director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty or 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 The Documents. The Association of Co-owners 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 Consolidating 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 Consolidating 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 Consolidating Master Deed, the Amended and Restated Consolidating 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 Consolidating Master Deed for Locklin Pines Cluster Condominium.

Section 3. Definitions. All terms used herein shall have the same meaning as set forth in the Amended and Restated Consolidating 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.

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. Fines may be assessed only upon notice to the offending Co-owners as prescribed in Article XVI Section 2, and an opportunity for such Co-owner to appear before and/or respond to the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II 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 his personal actions or the actions of his 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. **Default.** Failure to appear at the scheduled hearing constitutes a default.

D. **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's default, 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 after default of the offending Co-owner, or upon the decision of the Board as recited above, the following fines may be levied:

- | | | |
|----|---|------------------------|
| 1. | FIRST VIOLATION | No fine will be levied |
| 2. | SECOND VIOLATION | \$100.00 Fine |
| 3. | THIRD VIOLATION | \$200.00 Fine |
| 4. | FOURTH VIOLATION AND ALL SUBSEQUENT VIOLATIONS | \$400.00 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 Project, 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. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first day of the next following month. 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

JULY 12 84

LIB 8723 PAGE 323

CLARK COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 110
LIBRARY TO CONSOLIDATING MASTER DEED OF
LOCKLIN PINES CLUSTER CONDOMINIUM
WEST BLOOMFIELD TOWNSHIP, CLARK COUNTY, MICHIGAN

OFFICIALS
CLARK COUNTY CLERK
CLARK COUNTY REGISTER
CLARK COUNTY TREASURER
CLARK COUNTY ATTORNEY
CLARK COUNTY ENGINEER

UNITED
CLARK COUNTY ASSOCIATION, INC.
100 N. Main Street
Bloomfield Hills, Michigan 48304

THE CLARK COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 110
LIBRARY TO CONSOLIDATING MASTER DEED OF
LOCKLIN PINES CLUSTER CONDOMINIUM
WEST BLOOMFIELD TOWNSHIP, CLARK COUNTY, MICHIGAN

THE CLARK COUNTY CONDOMINIUM
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LIBRARY TO CONSOLIDATING MASTER DEED OF
LOCKLIN PINES CLUSTER CONDOMINIUM
WEST BLOOMFIELD TOWNSHIP, CLARK COUNTY, MICHIGAN

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SUBDIVISION PLAN NO. 110
LIBRARY TO CONSOLIDATING MASTER DEED OF
LOCKLIN PINES CLUSTER CONDOMINIUM
WEST BLOOMFIELD TOWNSHIP, CLARK COUNTY, MICHIGAN

PREPARED BY:
CLARK COUNTY CLERK
CLARK COUNTY REGISTER
CLARK COUNTY TREASURER
CLARK COUNTY ATTORNEY
CLARK COUNTY ENGINEER

THE CLARK COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 110
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LOCKLIN PINES CLUSTER CONDOMINIUM
WEST BLOOMFIELD TOWNSHIP, CLARK COUNTY, MICHIGAN

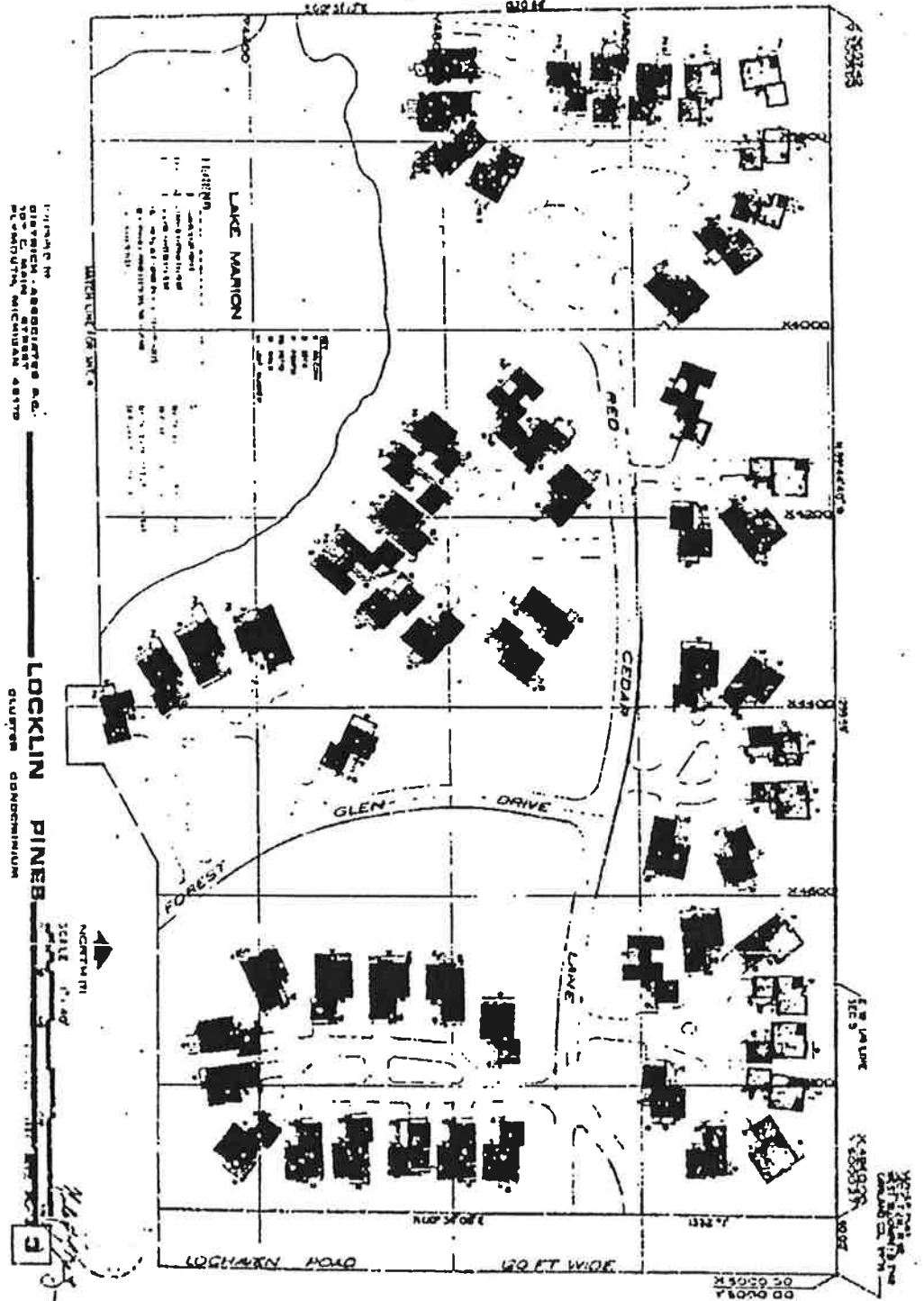


1



JULY 12 84

LINE 8723 PAGE 325



JULY 12 84

MAP 5723 PAGE 326

PLANNED BY:
PETERSON ASSOCIATES P.C.
107 S. MAIN STREET
PLYMOUTH, MINNESOTA 55408

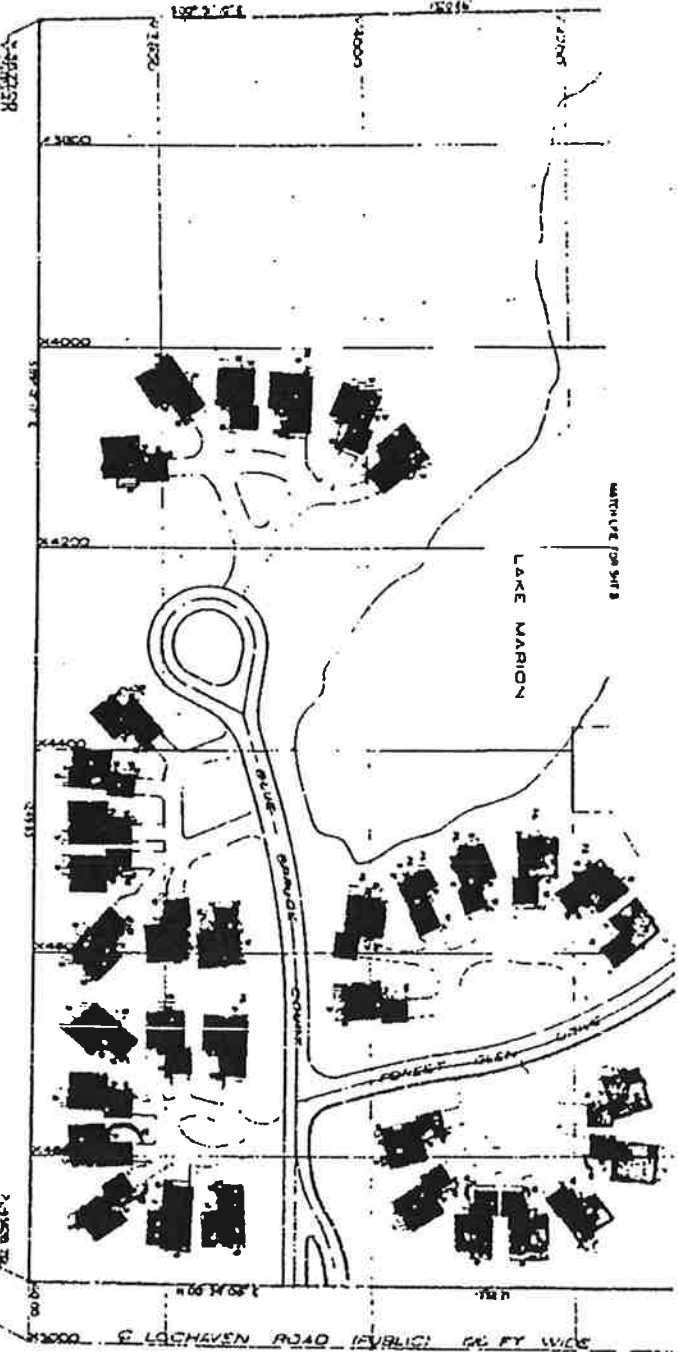
LOCKLIN PINES
SUBDIVISION

NOT TO SCALE
SCALE 1"=40'

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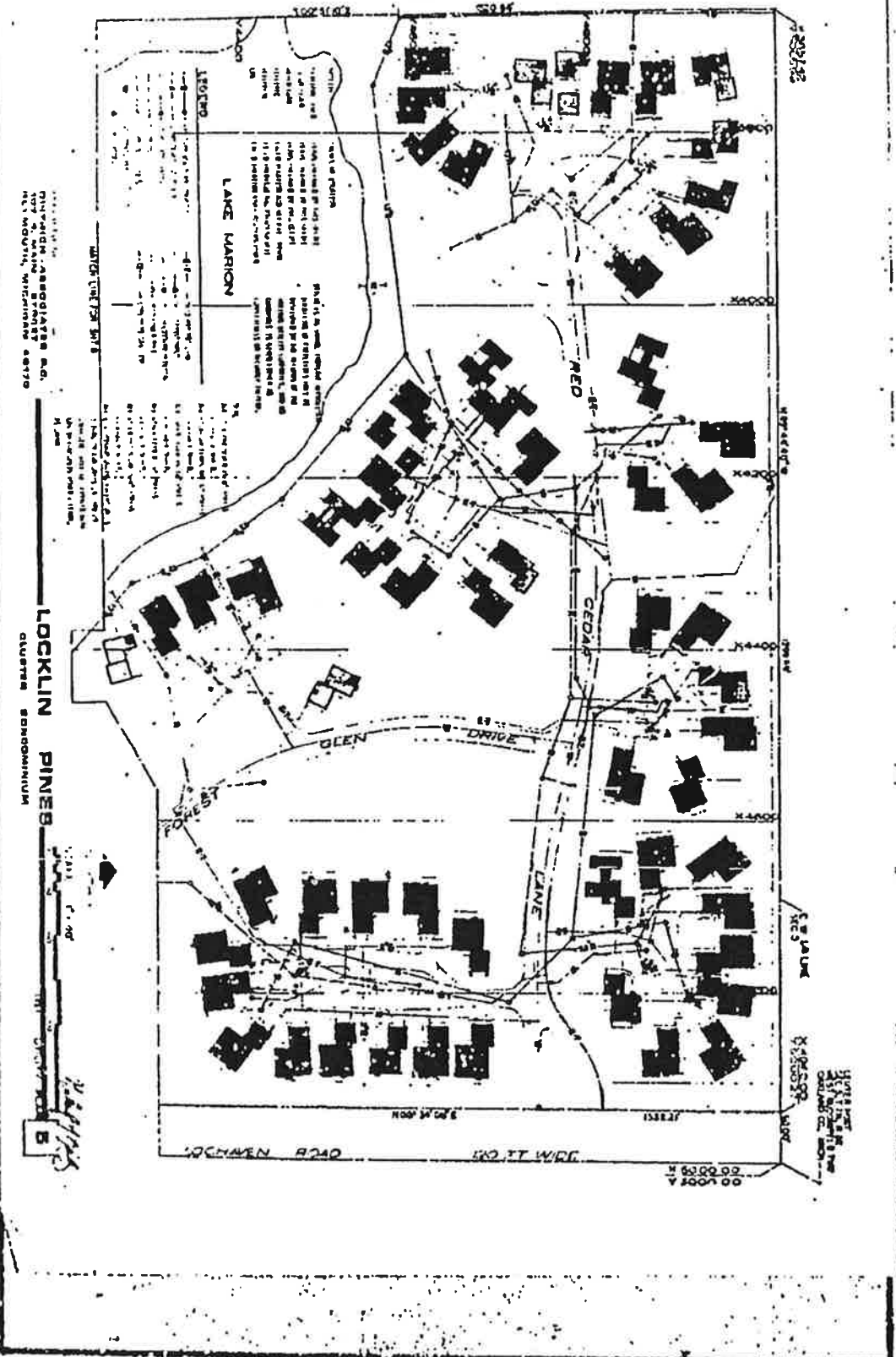
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JULY 12 04

USE 8723 PAGE 327



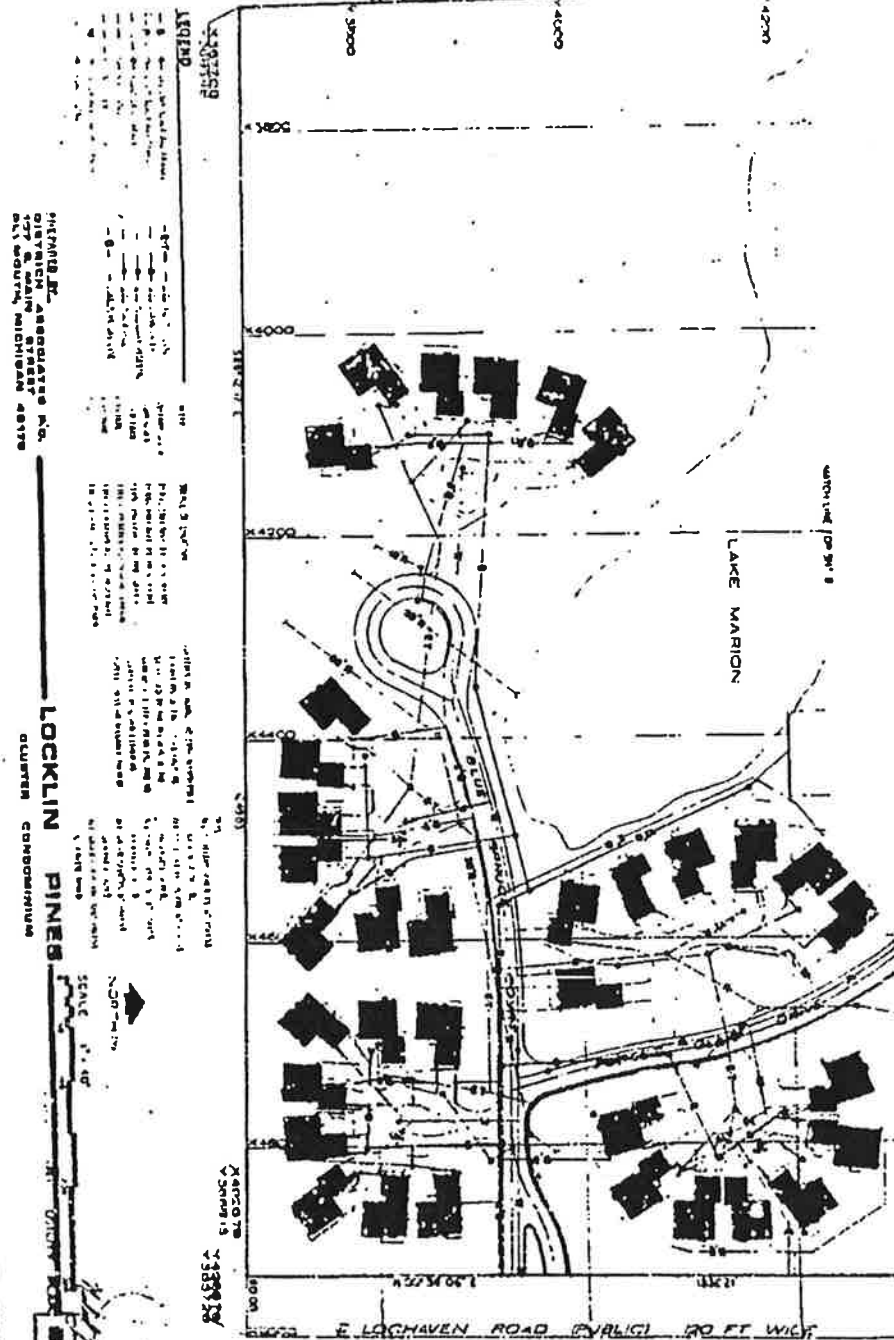
UNIVERSITY ASSOCIATES, INC.
1000 UNIVERSITY AVENUE
ANN ARBOR, MICHIGAN 48106

LOCKLIN PINE B
CLUSTER CONDOMINIUM

LOCKLIN PINE B

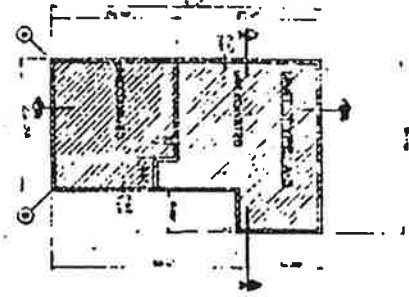
JULY 12 84

LINE 87.23 PAGE 328

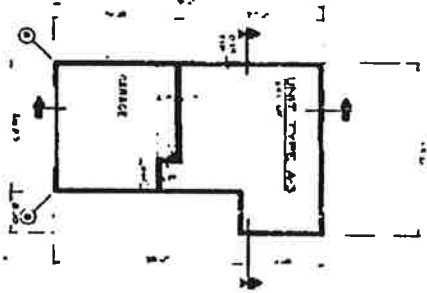


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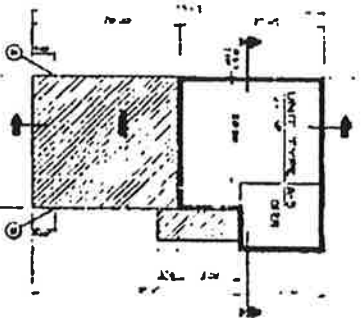
8723 330



ELEVATION, EAST



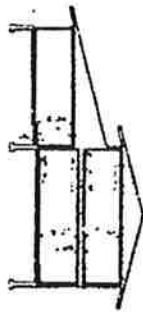
FLOOR PLAN, EAST



FLOOR PLAN, WEST



ELEVATION, SOUTH



ELEVATION, NORTH

| NO. | DESCRIPTION | QTY | UNIT | AMOUNT |
|-----|-------------|------|-------|--------|
| 1 | CEMENT | 100 | CU YD | 100 |
| 2 | SAND | 200 | CU YD | 200 |
| 3 | GRAVEL | 100 | CU YD | 100 |
| 4 | BRICK | 1000 | SQ YD | 1000 |
| 5 | ROOFING | 100 | SQ YD | 100 |
| 6 | PAINT | 100 | GA | 100 |
| 7 | LABOR | 100 | HOUR | 100 |
| 8 | EQUIPMENT | 100 | UNIT | 100 |
| 9 | PERMIT | 1 | UNIT | 1 |
| 10 | TOTAL | | | 2300 |

LOCKLIN PINE
101 N. MAIN STREET
PLYMOUTH, MINNESOTA 55424

LOCKLIN PINE
DISTRICT SUPERVISOR

LOCKLIN PINE
DISTRICT SUPERVISOR

JULY 12 84

8723 331

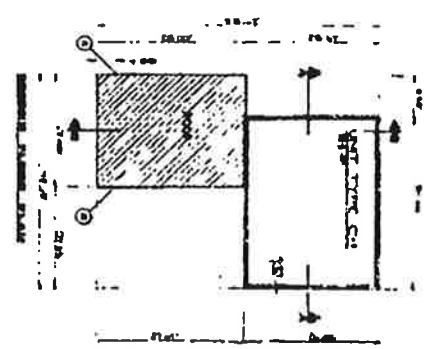
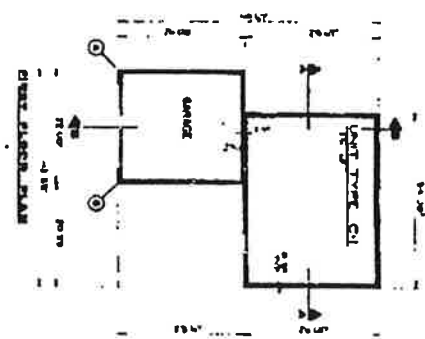
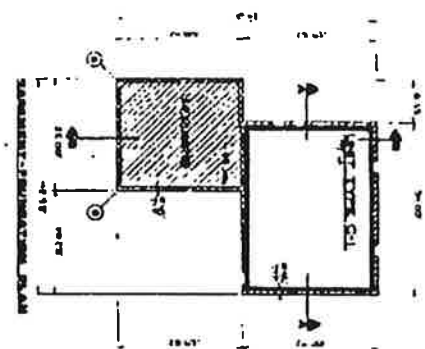
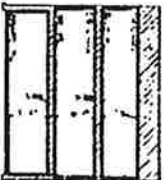


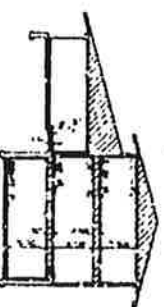
Table with 4 columns: Room, Area, Volume, and Notes. The table lists various rooms and their corresponding measurements.

| Room | Area | Volume | Notes |
|--------------|---------------|--------|-------|
| Office | 18'0" x 12'0" | | |
| Storage Room | 18'0" x 12'0" | | |
| Corridor | 18'0" x 12'0" | | |
| Entrance | 18'0" x 12'0" | | |

SECTION A-A



SECTION B-B



LOCKLIN PINE
307 N. MAIN STREET
PLYMOUTH, MICHIGAN 48170

LOCKLIN PINE
307 N. MAIN STREET
PLYMOUTH, MICHIGAN 48170

LOCKLIN PINE
307 N. MAIN STREET
PLYMOUTH, MICHIGAN 48170

JULY 12 84

LOCK 8723 PAGE 332

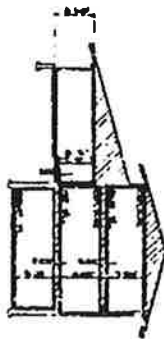
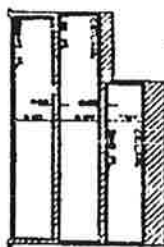
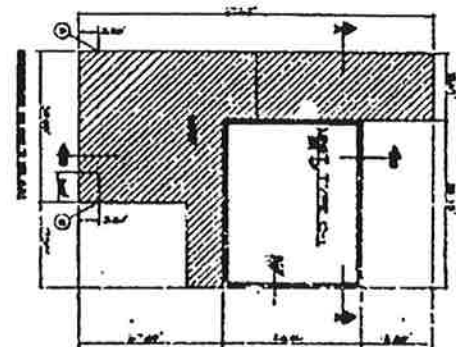
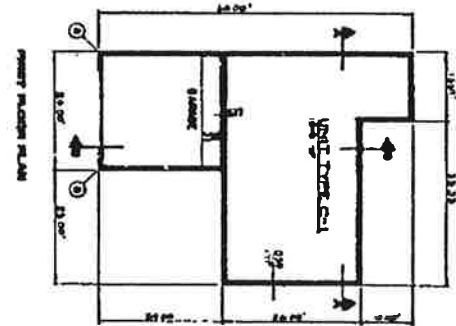
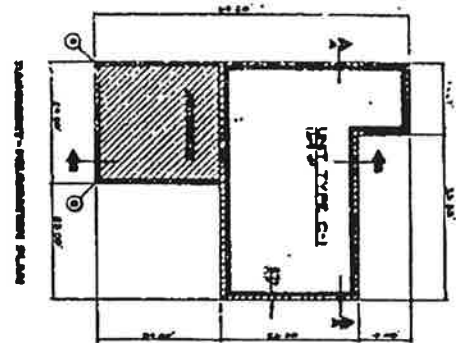


TABLE 1 - SUMMARY OF MATERIALS

| ITEM | QUANTITY | UNIT | PRICE | TOTAL |
|---------------------|----------|-------|-------|--------|
| 1. CONCRETE | 100 | CU YD | 1.50 | 150.00 |
| 2. REINFORCING BARS | 100 | LB | 0.10 | 10.00 |
| 3. FORMWORK | 100 | SQ YD | 0.20 | 20.00 |
| 4. PAINT | 100 | GA | 0.10 | 10.00 |
| 5. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 6. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 7. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 8. DOORS | 100 | EA | 0.20 | 20.00 |
| 9. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 10. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 11. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 12. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 13. DOORS | 100 | EA | 0.20 | 20.00 |
| 14. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 15. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 16. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 17. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 18. DOORS | 100 | EA | 0.20 | 20.00 |
| 19. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 20. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 21. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 22. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 23. DOORS | 100 | EA | 0.20 | 20.00 |
| 24. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 25. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 26. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 27. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 28. DOORS | 100 | EA | 0.20 | 20.00 |
| 29. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 30. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 31. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 32. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 33. DOORS | 100 | EA | 0.20 | 20.00 |
| 34. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 35. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 36. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 37. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 38. DOORS | 100 | EA | 0.20 | 20.00 |
| 39. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 40. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 41. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 42. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 43. DOORS | 100 | EA | 0.20 | 20.00 |
| 44. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 45. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 46. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 47. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 48. DOORS | 100 | EA | 0.20 | 20.00 |
| 49. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 50. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 51. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 52. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 53. DOORS | 100 | EA | 0.20 | 20.00 |
| 54. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 55. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 56. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 57. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 58. DOORS | 100 | EA | 0.20 | 20.00 |
| 59. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 60. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 61. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 62. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 63. DOORS | 100 | EA | 0.20 | 20.00 |
| 64. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 65. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 66. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 67. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 68. DOORS | 100 | EA | 0.20 | 20.00 |
| 69. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 70. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 71. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 72. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 73. DOORS | 100 | EA | 0.20 | 20.00 |
| 74. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 75. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 76. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 77. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 78. DOORS | 100 | EA | 0.20 | 20.00 |
| 79. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 80. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 81. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 82. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 83. DOORS | 100 | EA | 0.20 | 20.00 |
| 84. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 85. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 86. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 87. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 88. DOORS | 100 | EA | 0.20 | 20.00 |
| 89. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 90. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 91. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 92. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 93. DOORS | 100 | EA | 0.20 | 20.00 |
| 94. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 95. ROOFING | 100 | SQ YD | 0.20 | 20.00 |
| 96. INSULATION | 100 | SQ YD | 0.20 | 20.00 |
| 97. GLASS | 100 | SQ YD | 0.20 | 20.00 |
| 98. DOORS | 100 | EA | 0.20 | 20.00 |
| 99. WINDOWS | 100 | EA | 0.20 | 20.00 |
| 100. ROOFING | 100 | SQ YD | 0.20 | 20.00 |

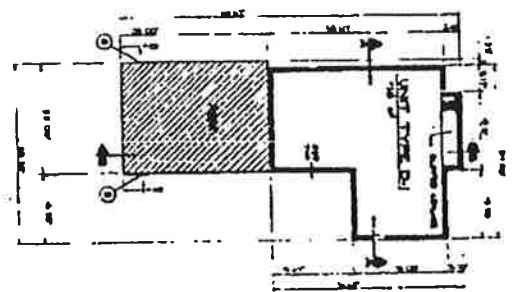
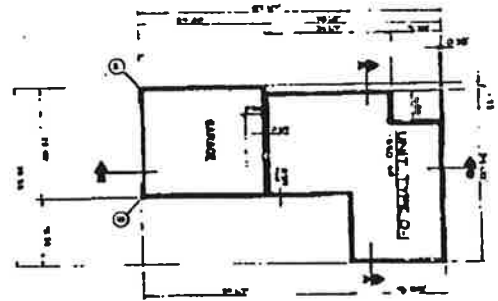
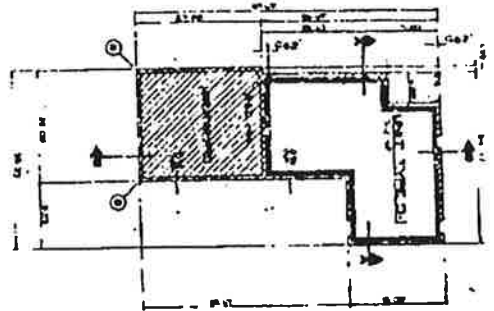
LOCKLIN PINES

LOCKLIN PINES

LOCKLIN PINES

JULY 12 1984

USE 8723 PAGE 323



FRONT PORCH AREA

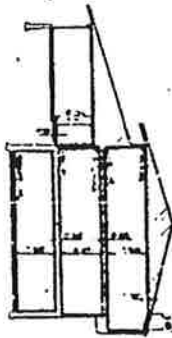
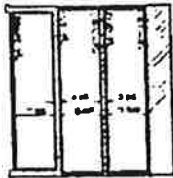
FRONT PORCH AREA

FRONT PORCH AREA

| ITEM | QTY | UNIT | DESCRIPTION |
|------|-----|------|-------------|
| 1 | 1 | EA | DOOR |
| 2 | 1 | EA | UNIT WINDOW |

1. SEE LISTING OF DOOR, WINDOW AND UNIT IN SPEC.
2. SEE LISTING OF DOOR, WINDOW AND UNIT IN SPEC.
3. SEE LISTING OF DOOR, WINDOW AND UNIT IN SPEC.

SEE LISTING OF DOOR, WINDOW AND UNIT IN SPEC.



FRONT PORCH AREA

FRONT PORCH AREA

FRONT PORCH AREA

FRONT PORCH AREA

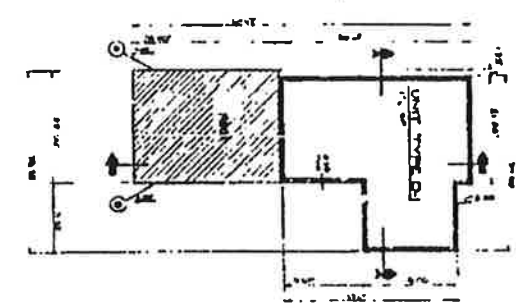
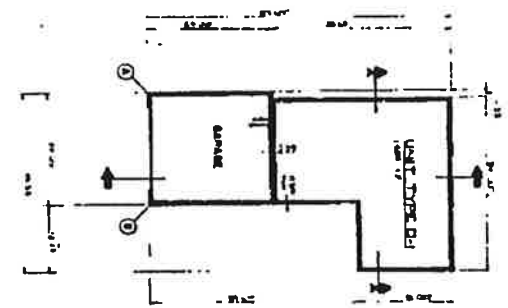
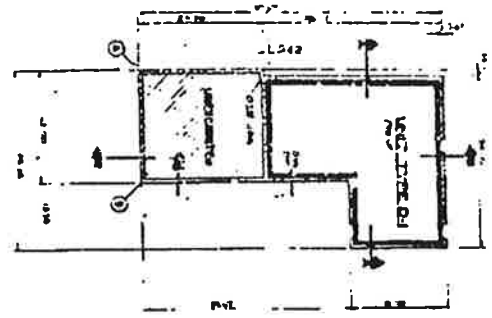
FRONT PORCH AREA

FRONT PORCH AREA

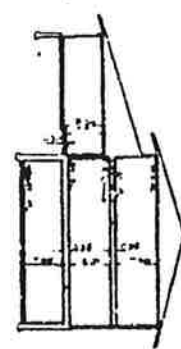
FRONT PORCH AREA

JULY 12 84

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| UNIT TYPE D | | UNIT TYPE D | | UNIT TYPE D | | UNIT TYPE D | |
|-------------|------|-------------|------|-------------|------|-------------|------|
| NO. | QTY. | NO. | QTY. | NO. | QTY. | NO. | QTY. |
| 1 | 1 | 2 | 1 | 3 | 1 | 4 | 1 |
| 5 | 1 | 6 | 1 | 7 | 1 | 8 | 1 |
| 9 | 1 | 10 | 1 | 11 | 1 | 12 | 1 |



LOCKER ROOM
12' 0" x 12' 0"
12' 0" x 12' 0"
12' 0" x 12' 0"

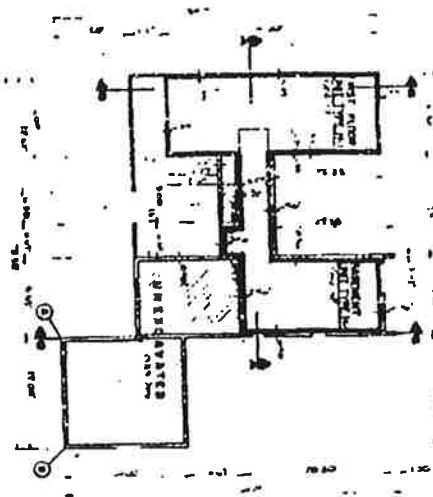
LOCKER ROOM
12' 0" x 12' 0"
12' 0" x 12' 0"
12' 0" x 12' 0"

LOCKER ROOM
12' 0" x 12' 0"
12' 0" x 12' 0"
12' 0" x 12' 0"

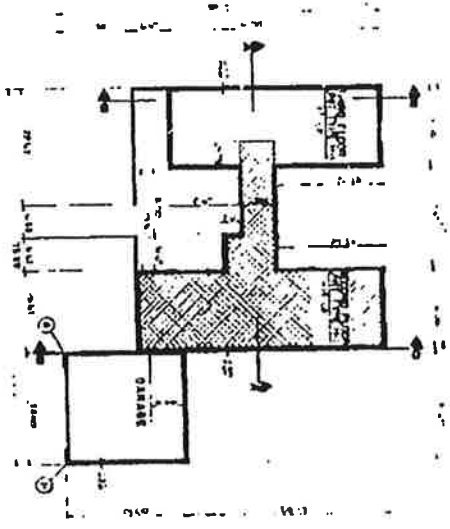
JULY 12 1984

W88 8723 PAGE 335

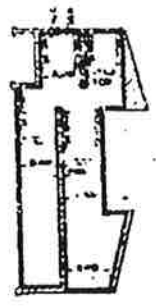
BATHROOM - RENOVATION PLAN - FIRST FLOOR PLAN



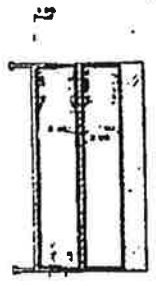
SECOND FLOOR PLAN - THIRD FLOOR PLAN



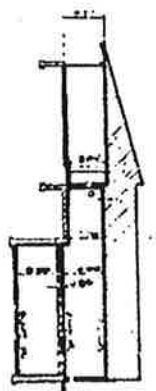
COMPOUNDING AREA - A-1



REAR SECTION - A-2



FRONT SECTION - A-3



| NO. | DESCRIPTION | QTY. | UNIT | PRICE | TOTAL |
|-----|-------------|------|---------|-------|-------|
| 1 | CEILING | 1 | SQ. YD. | 1.00 | 1.00 |
| 2 | FLOOR | 1 | SQ. YD. | 1.00 | 1.00 |
| 3 | WALL | 1 | SQ. YD. | 1.00 | 1.00 |
| 4 | DOOR | 1 | EA. | 1.00 | 1.00 |
| 5 | WINDOW | 1 | EA. | 1.00 | 1.00 |
| 6 | PAINT | 1 | EA. | 1.00 | 1.00 |
| 7 | PLASTER | 1 | SQ. YD. | 1.00 | 1.00 |
| 8 | ROOFING | 1 | SQ. YD. | 1.00 | 1.00 |
| 9 | MECHANICAL | 1 | EA. | 1.00 | 1.00 |
| 10 | ELECTRICAL | 1 | EA. | 1.00 | 1.00 |
| 11 | PLUMBING | 1 | EA. | 1.00 | 1.00 |
| 12 | LANDSCAPING | 1 | EA. | 1.00 | 1.00 |
| 13 | CONCRETE | 1 | SQ. YD. | 1.00 | 1.00 |
| 14 | FOUNDATION | 1 | EA. | 1.00 | 1.00 |
| 15 | FOUNDATION | 1 | EA. | 1.00 | 1.00 |
| 16 | FOUNDATION | 1 | EA. | 1.00 | 1.00 |
| 17 | FOUNDATION | 1 | EA. | 1.00 | 1.00 |
| 18 | FOUNDATION | 1 | EA. | 1.00 | 1.00 |
| 19 | FOUNDATION | 1 | EA. | 1.00 | 1.00 |
| 20 | FOUNDATION | 1 | EA. | 1.00 | 1.00 |

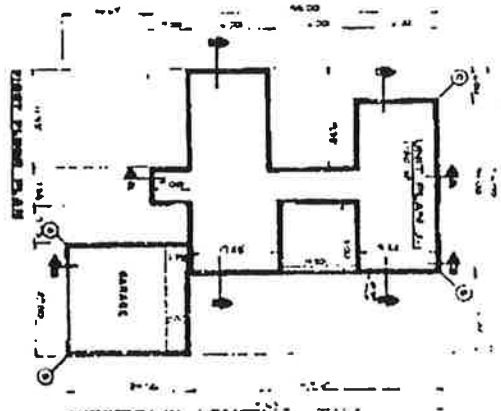
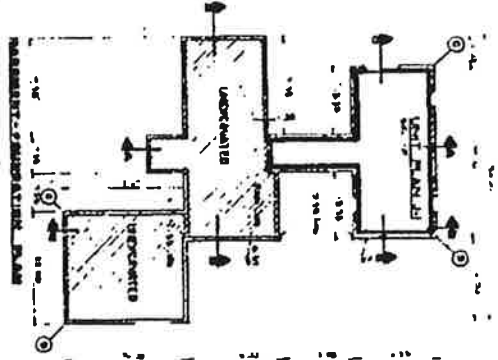
LOCKLIN PINES
CLUBBYN CONSTRUCTION

LOCKLIN PINES
CLUBBYN CONSTRUCTION

SCALE 1/8" = 1'-0"
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 7/12/84
PROJECT: [Signature]
SHEET: 13

JULY 12 1984

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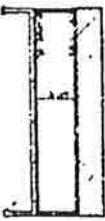
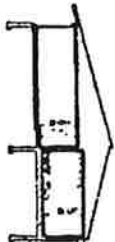
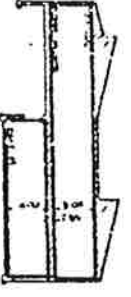


LIST OF ROOMS

| NO. | ROOM | AREA | PERIMETER | VOLUME | FINISHES | NOTES |
|-----|------------|------|-----------|--------|----------|-------|
| 1 | REAR PORCH | 10.0 | 10.0 | 10.0 | CONCRETE | |
| 2 | UNDERSTORY | 10.0 | 10.0 | 10.0 | CONCRETE | |
| 3 | REAR PORCH | 10.0 | 10.0 | 10.0 | CONCRETE | |
| 4 | UNDERSTORY | 10.0 | 10.0 | 10.0 | CONCRETE | |
| 5 | REAR PORCH | 10.0 | 10.0 | 10.0 | CONCRETE | |
| 6 | UNDERSTORY | 10.0 | 10.0 | 10.0 | CONCRETE | |
| 7 | REAR PORCH | 10.0 | 10.0 | 10.0 | CONCRETE | |
| 8 | UNDERSTORY | 10.0 | 10.0 | 10.0 | CONCRETE | |
| 9 | REAR PORCH | 10.0 | 10.0 | 10.0 | CONCRETE | |
| 10 | UNDERSTORY | 10.0 | 10.0 | 10.0 | CONCRETE | |

1. UNDERSTORY 2. REAR PORCH 3. REAR PORCH 4. UNDERSTORY 5. REAR PORCH 6. UNDERSTORY 7. REAR PORCH 8. UNDERSTORY 9. REAR PORCH 10. UNDERSTORY

SCALE 1/4" = 1'-0"



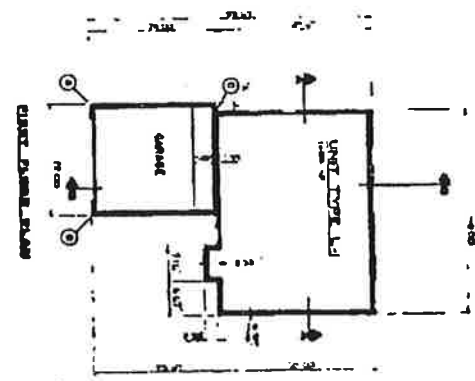
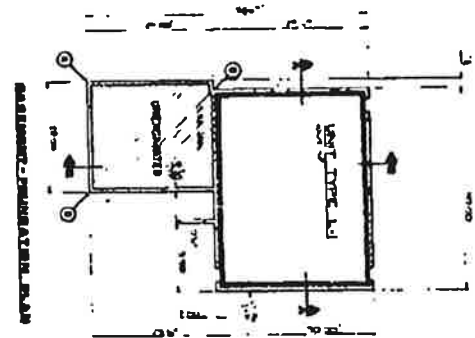
REAR PORCH
UNDERSTORY
REAR PORCH
UNDERSTORY
REAR PORCH
UNDERSTORY
REAR PORCH
UNDERSTORY
REAR PORCH
UNDERSTORY

LOCKLIN PINE

7/10/84

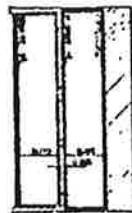
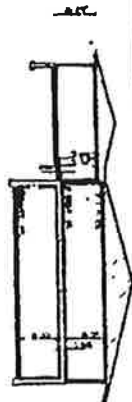
JULY 12 84

1028723 142337



UNIT NO. 101

| NO. | NAME | DATE | TIME | LOCATION | REMARKS |
|-----|------|------|------|----------|---------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
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| 30 | | | | | |



LOCKLIN PINE
CONDOMINIUM

LOCKLIN PINE
CONDOMINIUM

LOCKLIN PINE
CONDOMINIUM

JULY 12 84

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COMPANY NAME

| NO. | NAME | DATE | TIME | PLACE | CLAS | NO. | TIME | PLACE | CLAS |
|-----|------|------|------|-------|------|-----|------|-------|------|
| 1 | ... | ... | ... | ... | ... | ... | ... | ... | ... |

ALL INFORMATION IS UNCLASSIFIED

LOCKLIN, INC.
 1000 LOCKLIN DRIVE
 LOCKLIN, OHIO 43124

1. Locklin, Inc. is a company that...
2. Locklin, Inc. is a company that...
3. Locklin, Inc. is a company that...

LOCKLIN PINES

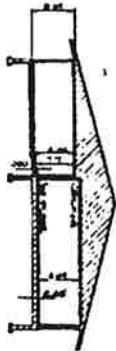
STUDY OF THE...



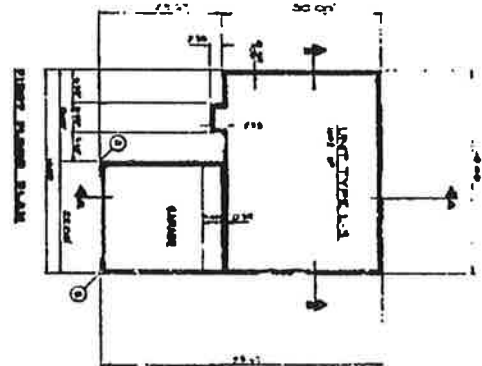
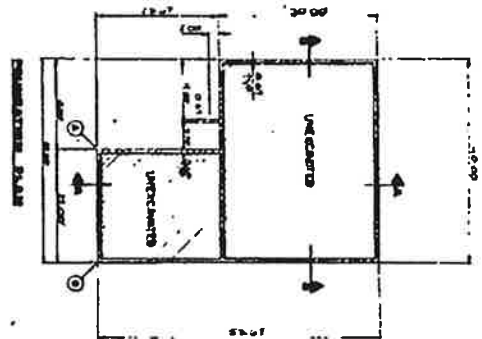
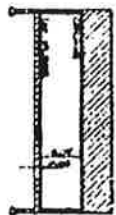
LOCKLIN
 1000 LOCKLIN DRIVE
 LOCKLIN, OHIO 43124

STUDY OF THE...

LOCKLIN, INC.



STUDY OF THE...



JULY 12 84

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UNIT 1000

| NO. | DESCRIPTION | QTY | UNIT | AMOUNT |
|-----|-------------|-----|---------|--------|
| 1 | CEILING | 1 | SQ. FT. | 1.00 |
| 2 | FLOOR | 1 | SQ. FT. | 1.00 |
| 3 | WALL | 1 | SQ. FT. | 1.00 |
| 4 | DOOR | 1 | EA. | 1.00 |
| 5 | WINDOW | 1 | EA. | 1.00 |
| 6 | STAIR | 1 | EA. | 1.00 |
| 7 | BATH | 1 | EA. | 1.00 |
| 8 | KITCHEN | 1 | EA. | 1.00 |
| 9 | LIVING | 1 | EA. | 1.00 |
| 10 | BEDROOM | 1 | EA. | 1.00 |
| 11 | HALL | 1 | EA. | 1.00 |
| 12 | CLOSET | 1 | EA. | 1.00 |
| 13 | PORCH | 1 | EA. | 1.00 |
| 14 | DRIVEWAY | 1 | EA. | 1.00 |
| 15 | GARAGE | 1 | EA. | 1.00 |
| 16 | POOL | 1 | EA. | 1.00 |
| 17 | SPRING | 1 | EA. | 1.00 |
| 18 | WELL | 1 | EA. | 1.00 |
| 19 | SEWER | 1 | EA. | 1.00 |
| 20 | WATER | 1 | EA. | 1.00 |
| 21 | SEWER | 1 | EA. | 1.00 |
| 22 | WATER | 1 | EA. | 1.00 |
| 23 | SEWER | 1 | EA. | 1.00 |
| 24 | WATER | 1 | EA. | 1.00 |
| 25 | SEWER | 1 | EA. | 1.00 |
| 26 | WATER | 1 | EA. | 1.00 |
| 27 | SEWER | 1 | EA. | 1.00 |
| 28 | WATER | 1 | EA. | 1.00 |
| 29 | SEWER | 1 | EA. | 1.00 |
| 30 | WATER | 1 | EA. | 1.00 |

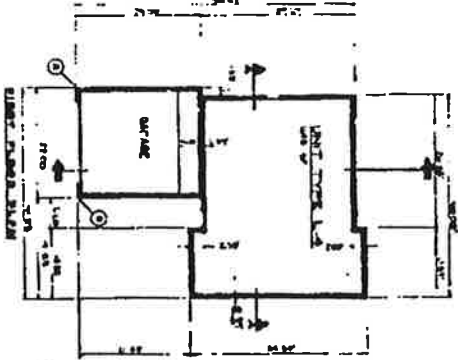
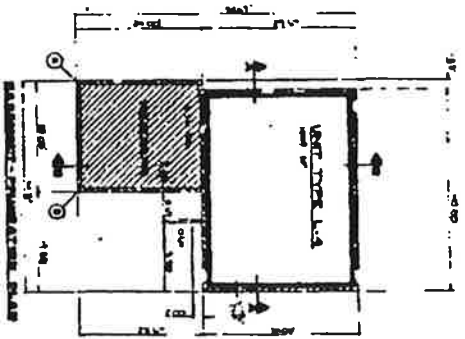
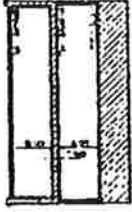
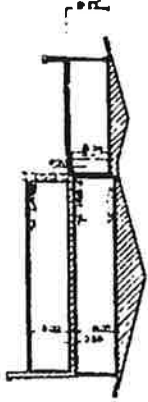
LOCKLIN PINES
DISTRICT 1000
PINEBLAND, MISSISSIPPI

LOCKLIN PINES

LOCKLIN PINES
DISTRICT 1000
PINEBLAND, MISSISSIPPI



LOCKLIN PINES
DISTRICT 1000
PINEBLAND, MISSISSIPPI



JULY 12 1984

LD 8723 DNE 340

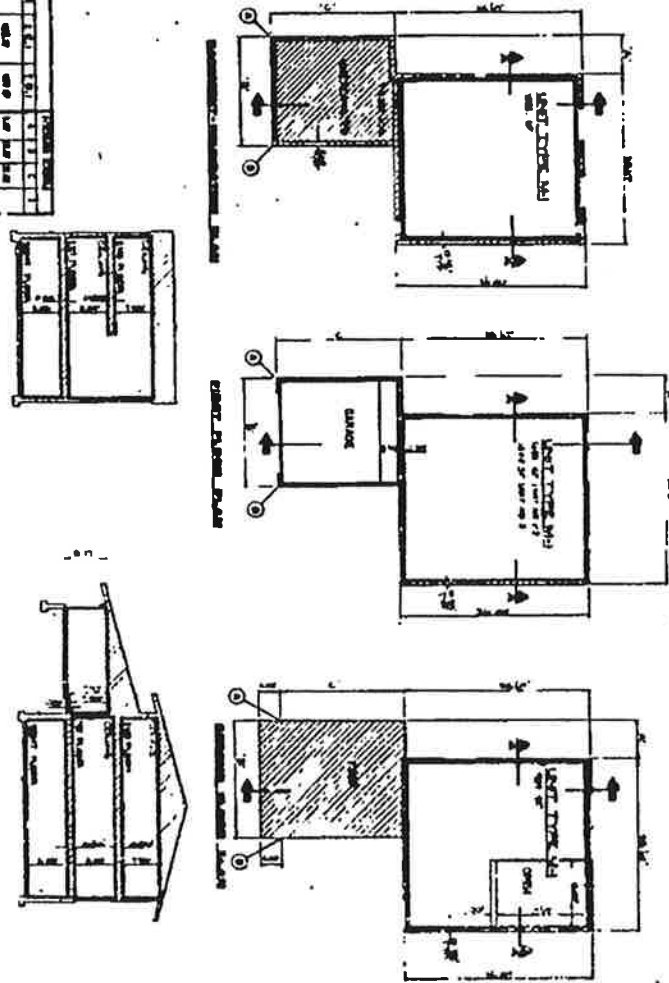
LD 8723 DNE 340

| ITEM | QTY | UNIT | PRICE | TOTAL |
|------|-----|------|-------|-------|
| 1 | 1 | EA | 1.00 | 1.00 |
| 2 | 1 | EA | 1.00 | 1.00 |
| 3 | 1 | EA | 1.00 | 1.00 |
| 4 | 1 | EA | 1.00 | 1.00 |
| 5 | 1 | EA | 1.00 | 1.00 |
| 6 | 1 | EA | 1.00 | 1.00 |
| 7 | 1 | EA | 1.00 | 1.00 |
| 8 | 1 | EA | 1.00 | 1.00 |
| 9 | 1 | EA | 1.00 | 1.00 |
| 10 | 1 | EA | 1.00 | 1.00 |
| 11 | 1 | EA | 1.00 | 1.00 |
| 12 | 1 | EA | 1.00 | 1.00 |
| 13 | 1 | EA | 1.00 | 1.00 |
| 14 | 1 | EA | 1.00 | 1.00 |
| 15 | 1 | EA | 1.00 | 1.00 |
| 16 | 1 | EA | 1.00 | 1.00 |
| 17 | 1 | EA | 1.00 | 1.00 |
| 18 | 1 | EA | 1.00 | 1.00 |
| 19 | 1 | EA | 1.00 | 1.00 |
| 20 | 1 | EA | 1.00 | 1.00 |
| 21 | 1 | EA | 1.00 | 1.00 |
| 22 | 1 | EA | 1.00 | 1.00 |
| 23 | 1 | EA | 1.00 | 1.00 |
| 24 | 1 | EA | 1.00 | 1.00 |
| 25 | 1 | EA | 1.00 | 1.00 |
| 26 | 1 | EA | 1.00 | 1.00 |
| 27 | 1 | EA | 1.00 | 1.00 |
| 28 | 1 | EA | 1.00 | 1.00 |
| 29 | 1 | EA | 1.00 | 1.00 |
| 30 | 1 | EA | 1.00 | 1.00 |
| 31 | 1 | EA | 1.00 | 1.00 |
| 32 | 1 | EA | 1.00 | 1.00 |
| 33 | 1 | EA | 1.00 | 1.00 |
| 34 | 1 | EA | 1.00 | 1.00 |
| 35 | 1 | EA | 1.00 | 1.00 |
| 36 | 1 | EA | 1.00 | 1.00 |
| 37 | 1 | EA | 1.00 | 1.00 |
| 38 | 1 | EA | 1.00 | 1.00 |
| 39 | 1 | EA | 1.00 | 1.00 |
| 40 | 1 | EA | 1.00 | 1.00 |
| 41 | 1 | EA | 1.00 | 1.00 |
| 42 | 1 | EA | 1.00 | 1.00 |
| 43 | 1 | EA | 1.00 | 1.00 |
| 44 | 1 | EA | 1.00 | 1.00 |
| 45 | 1 | EA | 1.00 | 1.00 |
| 46 | 1 | EA | 1.00 | 1.00 |
| 47 | 1 | EA | 1.00 | 1.00 |
| 48 | 1 | EA | 1.00 | 1.00 |
| 49 | 1 | EA | 1.00 | 1.00 |
| 50 | 1 | EA | 1.00 | 1.00 |
| 51 | 1 | EA | 1.00 | 1.00 |
| 52 | 1 | EA | 1.00 | 1.00 |
| 53 | 1 | EA | 1.00 | 1.00 |
| 54 | 1 | EA | 1.00 | 1.00 |
| 55 | 1 | EA | 1.00 | 1.00 |
| 56 | 1 | EA | 1.00 | 1.00 |
| 57 | 1 | EA | 1.00 | 1.00 |
| 58 | 1 | EA | 1.00 | 1.00 |
| 59 | 1 | EA | 1.00 | 1.00 |
| 60 | 1 | EA | 1.00 | 1.00 |
| 61 | 1 | EA | 1.00 | 1.00 |
| 62 | 1 | EA | 1.00 | 1.00 |
| 63 | 1 | EA | 1.00 | 1.00 |
| 64 | 1 | EA | 1.00 | 1.00 |
| 65 | 1 | EA | 1.00 | 1.00 |
| 66 | 1 | EA | 1.00 | 1.00 |
| 67 | 1 | EA | 1.00 | 1.00 |
| 68 | 1 | EA | 1.00 | 1.00 |
| 69 | 1 | EA | 1.00 | 1.00 |
| 70 | 1 | EA | 1.00 | 1.00 |
| 71 | 1 | EA | 1.00 | 1.00 |
| 72 | 1 | EA | 1.00 | 1.00 |
| 73 | 1 | EA | 1.00 | 1.00 |
| 74 | 1 | EA | 1.00 | 1.00 |
| 75 | 1 | EA | 1.00 | 1.00 |
| 76 | 1 | EA | 1.00 | 1.00 |
| 77 | 1 | EA | 1.00 | 1.00 |
| 78 | 1 | EA | 1.00 | 1.00 |
| 79 | 1 | EA | 1.00 | 1.00 |
| 80 | 1 | EA | 1.00 | 1.00 |
| 81 | 1 | EA | 1.00 | 1.00 |
| 82 | 1 | EA | 1.00 | 1.00 |
| 83 | 1 | EA | 1.00 | 1.00 |
| 84 | 1 | EA | 1.00 | 1.00 |
| 85 | 1 | EA | 1.00 | 1.00 |
| 86 | 1 | EA | 1.00 | 1.00 |
| 87 | 1 | EA | 1.00 | 1.00 |
| 88 | 1 | EA | 1.00 | 1.00 |
| 89 | 1 | EA | 1.00 | 1.00 |
| 90 | 1 | EA | 1.00 | 1.00 |
| 91 | 1 | EA | 1.00 | 1.00 |
| 92 | 1 | EA | 1.00 | 1.00 |
| 93 | 1 | EA | 1.00 | 1.00 |
| 94 | 1 | EA | 1.00 | 1.00 |
| 95 | 1 | EA | 1.00 | 1.00 |
| 96 | 1 | EA | 1.00 | 1.00 |
| 97 | 1 | EA | 1.00 | 1.00 |
| 98 | 1 | EA | 1.00 | 1.00 |
| 99 | 1 | EA | 1.00 | 1.00 |
| 100 | 1 | EA | 1.00 | 1.00 |

LOCKLIN PINE

LOCKLIN PINE

LOCKLIN PINE

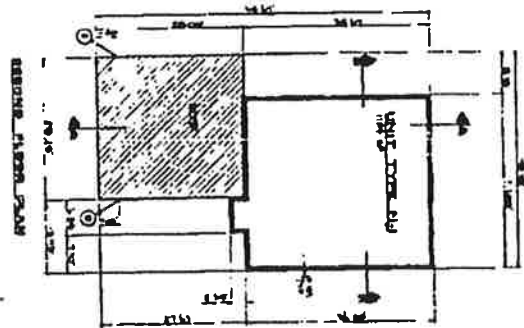
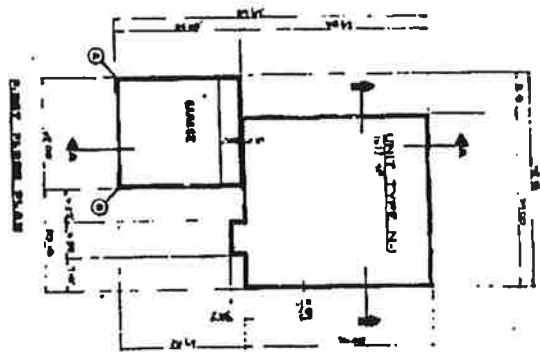
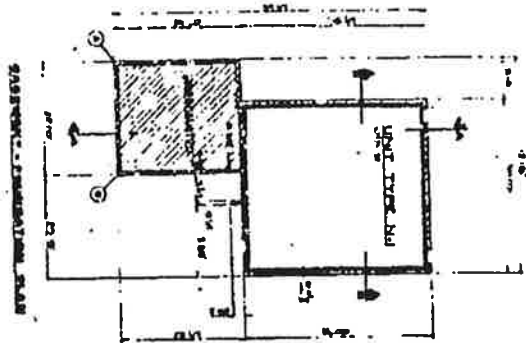


LOCKLIN PINE

LOCKLIN PINE

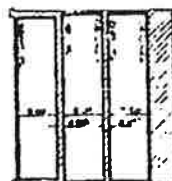
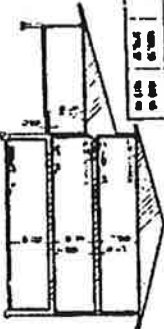
04

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UNIT NO.

| UNIT NO. | DATE | TIME | LOCATION | STATUS | REMARKS |
|----------|-------|-------|----------|--------|---------|
| 1 | 10-23 | 08:00 | 101 | OK | |
| 2 | 10-23 | 08:00 | 102 | OK | |
| 3 | 10-23 | 08:00 | 103 | OK | |
| 4 | 10-23 | 08:00 | 104 | OK | |
| 5 | 10-23 | 08:00 | 105 | OK | |
| 6 | 10-23 | 08:00 | 106 | OK | |
| 7 | 10-23 | 08:00 | 107 | OK | |
| 8 | 10-23 | 08:00 | 108 | OK | |
| 9 | 10-23 | 08:00 | 109 | OK | |
| 10 | 10-23 | 08:00 | 110 | OK | |



ARCHITECTURAL SECTION, A-A

ARCHITECTURAL SECTION, B-B

LOCKLIN PINE
101 N. MAIN STREET
PUEBLO, COLORADO 81001

LOCKLIN PINE
101 N. MAIN STREET
PUEBLO, COLORADO 81001



LOCKLIN PINE
101 N. MAIN STREET
PUEBLO, COLORADO 81001

JULY 12 84

LIBR 8723 PAGE 342

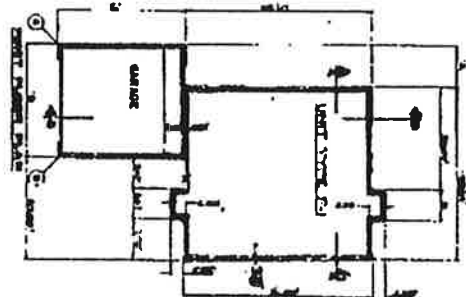
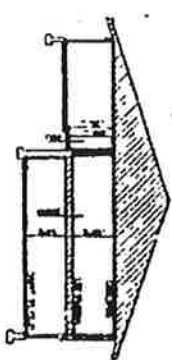
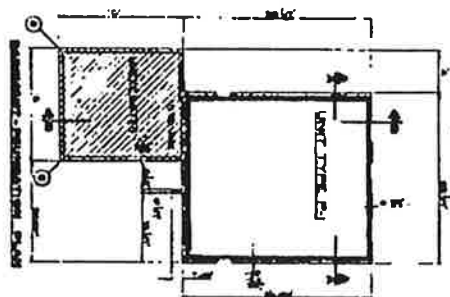
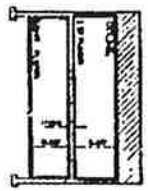
| STATION NO. 100-100-100 | | | | | | | | | | | | |
|-------------------------|------|-------|------------------|------|----------|----------------|------------|-------|------|-------|---------|--|
| No. | Date | Time | Temperature (°F) | | | | Wind (mph) | | | | Remarks | |
| | | | Air | Surf | Wet Bulb | Wet Bulb-Globe | Dir. | Speed | Gust | Force | | |
| 1 | 7-1 | 10:00 | 85.0 | 82.0 | 78.0 | 10.0 | 120 | 15.0 | 10 | Clear | | |
| 2 | 7-2 | 11:00 | 86.0 | 83.0 | 79.0 | 11.0 | 130 | 16.0 | 10 | Clear | | |
| 3 | 7-3 | 12:00 | 87.0 | 84.0 | 80.0 | 12.0 | 140 | 17.0 | 10 | Clear | | |
| 4 | 7-4 | 13:00 | 88.0 | 85.0 | 81.0 | 13.0 | 150 | 18.0 | 10 | Clear | | |
| 5 | 7-5 | 14:00 | 89.0 | 86.0 | 82.0 | 14.0 | 160 | 19.0 | 10 | Clear | | |

By: [Signature] Date: 7-5-55

LOCKLIN PINE
CLUSTER GERMANY
PINEHURST, WISCONSIN 53190

1. Location of data, time and date as shown on this form.
2. Name of person or persons who collected the data.
3. Name of person or persons who analyzed the data.

LOCKLIN PINE



LOCKLIN PINE



SCALE 1/8" = 1'-0"
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 7-12-84

JULY 12 1984

8723 123.345

[illegible]

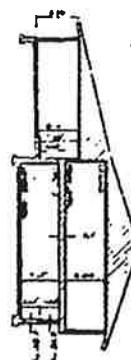
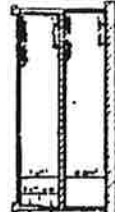
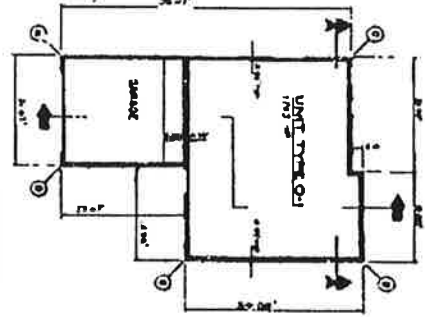
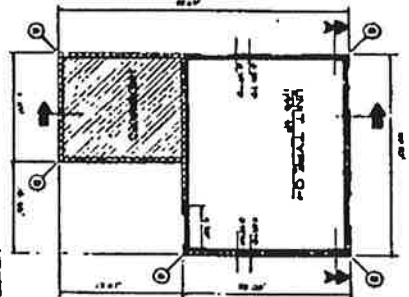
CULPRED BL
DISTRICTION ASSOCIATES P.C.
107 S MAIN STREET
PLYMOUTH, MICHIGAN 48178.

1. What are the main reasons for the decline in the number of people aged 65 and over in the UK?

2. What are the main reasons for the increase in the number of people aged 65 and over in the UK?

LOCKLIN PINEB

Typical unit analysis



UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF ECONOMIC ANALYSIS
WASHINGTON, D. C. 20540

JULY 12 84

8723 PAGE 346

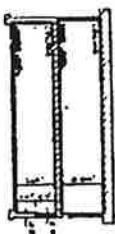
SECTION OF BUILDING ELEVATION - IN SECTION OF 117 113 100

| NO. | DESCRIPTION | QTY | UNIT | PRICE | TOTAL |
|-----|-----------------------|-----|------|-------|--------|
| 1 | 1/2" x 4" x 8" LUMBER | 100 | LF | 1.00 | 100.00 |
| 2 | 1/2" x 4" x 8" LUMBER | 100 | LF | 1.00 | 100.00 |
| 3 | 1/2" x 4" x 8" LUMBER | 100 | LF | 1.00 | 100.00 |
| 4 | 1/2" x 4" x 8" LUMBER | 100 | LF | 1.00 | 100.00 |
| 5 | 1/2" x 4" x 8" LUMBER | 100 | LF | 1.00 | 100.00 |
| 6 | 1/2" x 4" x 8" LUMBER | 100 | LF | 1.00 | 100.00 |
| 7 | 1/2" x 4" x 8" LUMBER | 100 | LF | 1.00 | 100.00 |
| 8 | 1/2" x 4" x 8" LUMBER | 100 | LF | 1.00 | 100.00 |
| 9 | 1/2" x 4" x 8" LUMBER | 100 | LF | 1.00 | 100.00 |
| 10 | 1/2" x 4" x 8" LUMBER | 100 | LF | 1.00 | 100.00 |

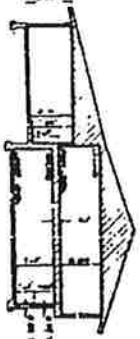
GREENWOOD, AR. ASSOCIATES INC.
DISTRICT ENGINEERING
MEMPHIS, TENNESSEE 38102

LOCKLIN PINES
CLUBHOUSE, MEMPHIS, TENNESSEE

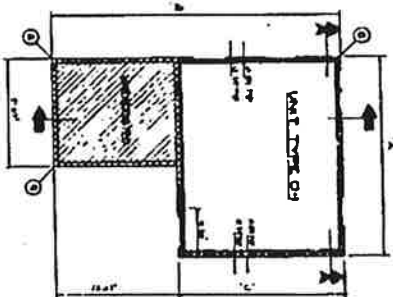
354



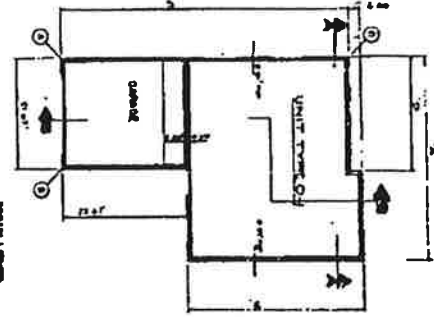
SECTION THROUGH WALL



SECTION THROUGH WALL



SECTION THROUGH WALL



SECTION THROUGH WALL

1. SECTION OF WALL, FLOOR AND ROOF ARE SHOWN IN
2. 1/2" x 4" x 8" LUMBER
3. 1/2" x 4" x 8" LUMBER
4. 1/2" x 4" x 8" LUMBER
5. 1/2" x 4" x 8" LUMBER
6. 1/2" x 4" x 8" LUMBER
7. 1/2" x 4" x 8" LUMBER
8. 1/2" x 4" x 8" LUMBER
9. 1/2" x 4" x 8" LUMBER
10. 1/2" x 4" x 8" LUMBER

SCALE 1/8" = 1'-0"
LOCKLIN PINES
CLUBHOUSE, MEMPHIS, TENNESSEE
CLUBHOUSE, MEMPHIS, TENNESSEE

JULY 12 1984

USE 8723 PAGE 349

NOT TO SCALE
FOR INFORMATION ONLY

| NO. | DESCRIPTION | QTY | UNIT | PRICE | TOTAL |
|-----|-------------|-----|---------|-------|-------|
| 1 | CEILING | 1 | SQ. FT. | 1.00 | 1.00 |
| 2 | FLOOR | 1 | SQ. FT. | 1.00 | 1.00 |
| 3 | WALL | 1 | SQ. FT. | 1.00 | 1.00 |
| 4 | DOOR | 1 | EA. | 1.00 | 1.00 |
| 5 | WINDOW | 1 | EA. | 1.00 | 1.00 |
| 6 | STAIR | 1 | SQ. FT. | 1.00 | 1.00 |
| 7 | BATH | 1 | SQ. FT. | 1.00 | 1.00 |
| 8 | KITCHEN | 1 | SQ. FT. | 1.00 | 1.00 |
| 9 | LIVING | 1 | SQ. FT. | 1.00 | 1.00 |
| 10 | BEDROOM | 1 | SQ. FT. | 1.00 | 1.00 |
| 11 | HALL | 1 | SQ. FT. | 1.00 | 1.00 |
| 12 | CLOSET | 1 | SQ. FT. | 1.00 | 1.00 |
| 13 | PORCH | 1 | SQ. FT. | 1.00 | 1.00 |
| 14 | LANDSCAPE | 1 | SQ. FT. | 1.00 | 1.00 |
| 15 | PAVING | 1 | SQ. FT. | 1.00 | 1.00 |
| 16 | SEWER | 1 | SQ. FT. | 1.00 | 1.00 |
| 17 | WATER | 1 | SQ. FT. | 1.00 | 1.00 |
| 18 | ELECTRICAL | 1 | SQ. FT. | 1.00 | 1.00 |
| 19 | MECHANICAL | 1 | SQ. FT. | 1.00 | 1.00 |
| 20 | PLUMBING | 1 | SQ. FT. | 1.00 | 1.00 |

STANDARD, INC.
QUARTERMASTER ASSOCIATES, INC.
P.O. BOX 1000
ANN ARBOR, MICHIGAN 48106

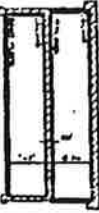
1. LAYOUT OF FLOOR, WALL, CEILING AND LANDSCAPE.
2. LAYOUT OF FLOOR, WALL, CEILING AND LANDSCAPE.
3. LAYOUT OF FLOOR, WALL, CEILING AND LANDSCAPE.

LOCKLIN PINE
QUARTERMASTER ASSOCIATES, INC.

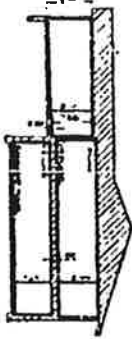
SCALE 1/8" = 1'-0"



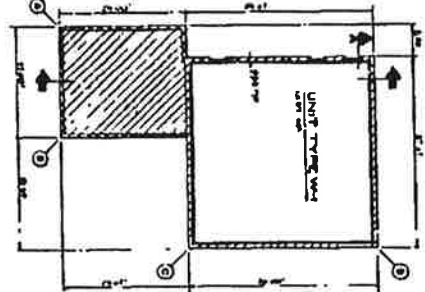
SECTION 1: ELEVATION



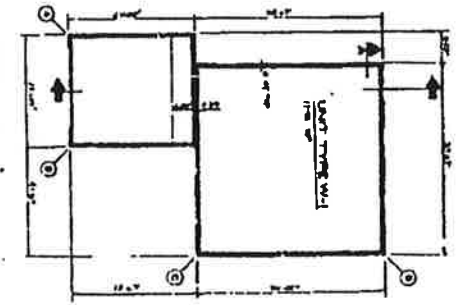
SECTION 2: ELEVATION



SECTION 3: ELEVATION



SECTION 4: ELEVATION



JULY 12 84

8723 350

OF THE PROJECT

| NO. | DATE | DESCRIPTION | BY | CHKD. |
|-----|---------|-------------|----------|----------|
| 1 | 7/12/84 | REVISED | W. J. H. | W. J. H. |
| 2 | 7/12/84 | REVISED | W. J. H. | W. J. H. |
| 3 | 7/12/84 | REVISED | W. J. H. | W. J. H. |
| 4 | 7/12/84 | REVISED | W. J. H. | W. J. H. |
| 5 | 7/12/84 | REVISED | W. J. H. | W. J. H. |
| 6 | 7/12/84 | REVISED | W. J. H. | W. J. H. |
| 7 | 7/12/84 | REVISED | W. J. H. | W. J. H. |
| 8 | 7/12/84 | REVISED | W. J. H. | W. J. H. |
| 9 | 7/12/84 | REVISED | W. J. H. | W. J. H. |
| 10 | 7/12/84 | REVISED | W. J. H. | W. J. H. |

1. TO BE USED FOR THE PROJECT
2. TO BE USED FOR THE PROJECT
3. TO BE USED FOR THE PROJECT
4. TO BE USED FOR THE PROJECT
5. TO BE USED FOR THE PROJECT
6. TO BE USED FOR THE PROJECT
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9. TO BE USED FOR THE PROJECT
10. TO BE USED FOR THE PROJECT

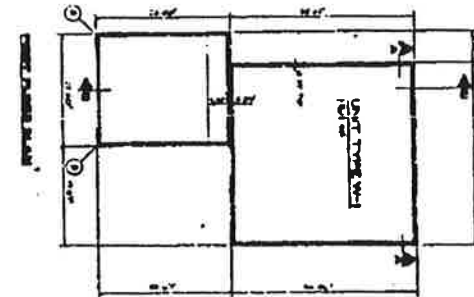
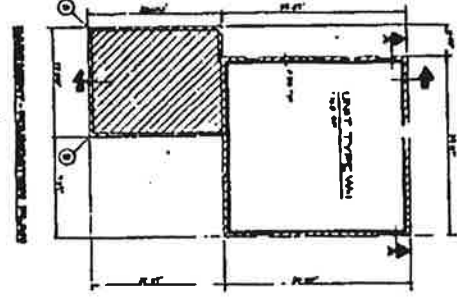
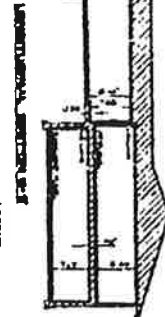
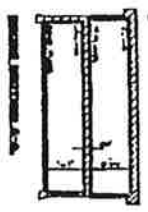
WILSON, J. L.
1001 W. WILSON
ALABAMA, ALABAMA 36101

LOCKLIN PINE
ALABAMA, ALABAMA 36101

ALABAMA, ALABAMA 36101

1. TO BE USED FOR THE PROJECT
2. TO BE USED FOR THE PROJECT
3. TO BE USED FOR THE PROJECT
4. TO BE USED FOR THE PROJECT
5. TO BE USED FOR THE PROJECT
6. TO BE USED FOR THE PROJECT
7. TO BE USED FOR THE PROJECT
8. TO BE USED FOR THE PROJECT
9. TO BE USED FOR THE PROJECT
10. TO BE USED FOR THE PROJECT

LOCKLIN PINE
ALABAMA, ALABAMA 36101



JULY 12 84

5723-351

UNIT DATA

| UNIT NO. | AREA | PERIMETER | PERIMETER | PERIMETER | PERIMETER | PERIMETER | PERIMETER |
|----------|-------|-----------|-----------|-----------|-----------|-----------|-----------|
| 101 | 1,025 | 110 | 110 | 110 | 110 | 110 | 110 |
| 102 | 1,025 | 110 | 110 | 110 | 110 | 110 | 110 |
| 103 | 1,025 | 110 | 110 | 110 | 110 | 110 | 110 |
| 104 | 1,025 | 110 | 110 | 110 | 110 | 110 | 110 |
| 105 | 1,025 | 110 | 110 | 110 | 110 | 110 | 110 |
| 106 | 1,025 | 110 | 110 | 110 | 110 | 110 | 110 |
| 107 | 1,025 | 110 | 110 | 110 | 110 | 110 | 110 |
| 108 | 1,025 | 110 | 110 | 110 | 110 | 110 | 110 |
| 109 | 1,025 | 110 | 110 | 110 | 110 | 110 | 110 |
| 110 | 1,025 | 110 | 110 | 110 | 110 | 110 | 110 |

PREPARED BY:
 CONSULTING ENGINEERS P.C.
 407 W. MAIN STREET
 MILWAUKEE, WISCONSIN 53212

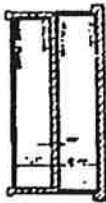
1. LIFTING OF UNIT, WITH AND WITHOUT THE LIFT
 2. LIFT WITH THE LIFT
 3. LIFT WITH THE LIFT
 4. LIFT WITH THE LIFT

LOCKLIN PINES
 CONDOMINIUM

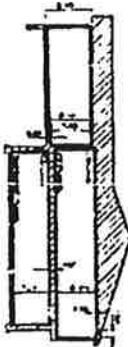
LEGEND
 1. LIFT WITH THE LIFT
 2. LIFT WITH THE LIFT
 3. LIFT WITH THE LIFT
 4. LIFT WITH THE LIFT



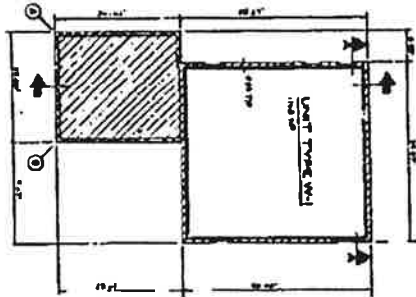
SECTION A-A



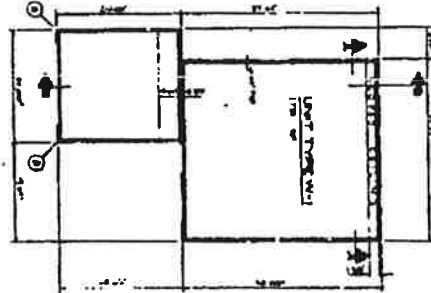
SECTION B-B



SECTION C-C



SECTION D-D



JULY 12 84

8723-352

WALLS ARE 12" THICK UNLESS NOTED OTHERWISE

| NO. | DESCRIPTION | AREA | PERIMETER | FINISH | NOTES |
|-----|-------------|------|-----------|--------------|-------|
| 1 | WALL | 10.0 | 10.0 | 1/2" PLASTER | |
| 2 | WALL | 10.0 | 10.0 | 1/2" PLASTER | |
| 3 | WALL | 10.0 | 10.0 | 1/2" PLASTER | |
| 4 | WALL | 10.0 | 10.0 | 1/2" PLASTER | |
| 5 | WALL | 10.0 | 10.0 | 1/2" PLASTER | |
| 6 | WALL | 10.0 | 10.0 | 1/2" PLASTER | |
| 7 | WALL | 10.0 | 10.0 | 1/2" PLASTER | |
| 8 | WALL | 10.0 | 10.0 | 1/2" PLASTER | |
| 9 | WALL | 10.0 | 10.0 | 1/2" PLASTER | |
| 10 | WALL | 10.0 | 10.0 | 1/2" PLASTER | |

SEE SHEET 2 FOR DETAILS OF WALLS AND FLOORS

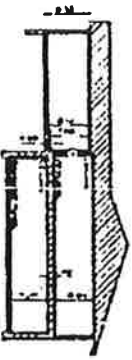
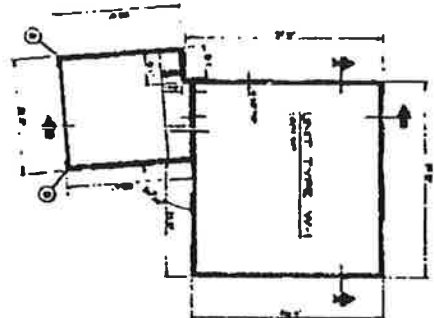
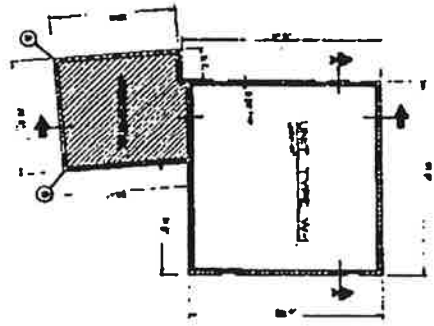
LOCKLIN PINE
CLUSTER
ECONOMY

1. FINISH OF WALLS, FLOORS AND CEILING TO BE 1/2" PLASTER.
2. FINISH OF ROOF TO BE 1/2" PLASTER.
3. FINISH OF ROOF TO BE 1/2" PLASTER.
4. FINISH OF ROOF TO BE 1/2" PLASTER.
5. FINISH OF ROOF TO BE 1/2" PLASTER.
6. FINISH OF ROOF TO BE 1/2" PLASTER.
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8. FINISH OF ROOF TO BE 1/2" PLASTER.
9. FINISH OF ROOF TO BE 1/2" PLASTER.
10. FINISH OF ROOF TO BE 1/2" PLASTER.

LOCKLIN PINE
CLUSTER
ECONOMY

SCALE 1/8" = 1'

4477



SCALE 1/8" = 1'

LOCKLIN PINE
CLUSTER
ECONOMY

JULY 12 84

US 8723 PAGE 354

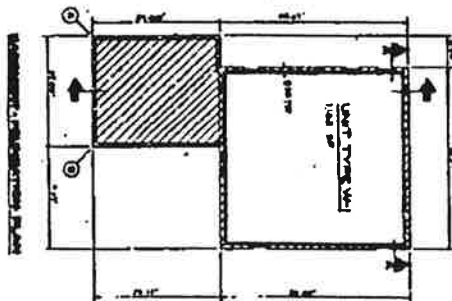
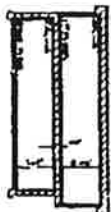
Legend

| SYMBOL | DESCRIPTION |
|--------|-------------|
| 1 | 1.000 |
| 2 | 2.000 |
| 3 | 3.000 |
| 4 | 4.000 |
| 5 | 5.000 |
| 6 | 6.000 |
| 7 | 7.000 |
| 8 | 8.000 |
| 9 | 9.000 |
| 10 | 10.000 |

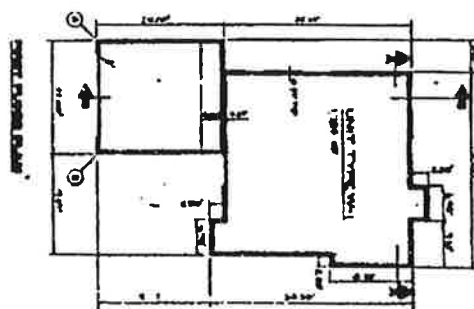
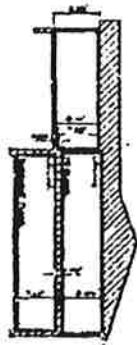
LOCKLIN PINE
DIVISION OF
PACIFIC COAST
PAPER CO.

1. LOCKLIN PINE, PINE AND PINE AND PINE
2. LOCKLIN PINE, PINE AND PINE
3. LOCKLIN PINE, PINE AND PINE

LOCKLIN PINE



LOCKLIN PINE



LOCKLIN PINE

LOCKLIN PINE
DIVISION OF
PACIFIC COAST
PAPER CO.

LOCKLIN PINE
DIVISION OF
PACIFIC COAST
PAPER CO.

**ARTICLES OF INCORPORATION
FOR LOCKLIN PINES CLUSTER CONDOMIUM ASSOCIATION**

Form C-28- 273

STATE OF MICHIGAN
DEPARTMENT OF COMMERCE
CORPORATION AND SECURITIES BUREAU
CORPORATION DIVISION
LANSING, MICHIGAN

(THIS IS A PART OF THE ATTACHED CORPORATE DOCUMENT AND SHOULD NOT BE DETACHED)

| DO NOT WRITE IN SPACES BELOW - FOR DEPARTMENT USE | |
|---|--|
| Date Received: February 26, 1974 | <p style="text-align: center;">FILED MAR - 4 1974 <i>Robert H. E. Hult</i> DIRECTOR Michigan Department of Commerce</p> |
| | |
| | |
| | |
| | |
| | |
| NAME OF CORPORATION: Locklin Pines Cluster Condominium Association | |
| CORPORATE DOCUMENT: Articles of Incorporation | |

NON-PROFIT

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of 1931 PA 327, as amended, ~~as and follows~~ Act 284, Public Acts of 1972, as amended, as follows:

ARTICLE I.

The name of the corporation is LOCKLIN PINES CLUSTER CONDOMINIUM ASSOCIATION.

ARTICLE II.

The purpose or purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain LOCKLIN PINES CLUSTER CONDOMINIUM, a condominium (herein called the "Condominium");
- (b) To levy and collect assessments against and from the 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 the management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain, and improve, and to buy, sell, convey, assign, mortgage or lease (as Landlord or Tenant) any real, and personal property, including, but not limited to, any private home in the Condominium or any other real property, whether or not contiguous to the Condominium; 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;
- (i) To enforce the provisions of the Master Deed and By-Laws of the Condominium and of these Articles of Incorporation and such By-Laws and rules and regulations of this corporation as may hereafter be adopted;

- (j) To do anything required of or permitted to it as Administrator of said Condominium by the Condominium Master Deed or By-Laws or by 1963 PA 229, as from time to time amended;
- (k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III.

Location of the first registered office is: 6675 Red Cedar Lane, Union Lake, Michigan 48085

Post office address of the first registered office is the same.

ARTICLE IV.

The name of the first resident agent is Rex Bennett.

ARTICLE V.

Said corporation is organized upon a non-stock basis.

The amount of assets which said corporation possesses is:

| | |
|--------------------|------|
| Real Property: | None |
| Personal Property: | None |

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

Assessment of members.

ARTICLE VI.

The names and places of business of each of the incorporators are as follows:

| | |
|---------------------|---|
| Rex Bennett | 6675 Red Cedar Lane Union Lake, Michigan 48085 |
| John A. Theisen | 375 S. Eton Road Birmingham, Michigan 48012 |
| William C. McIntosh | 375 S. Eton Road Birmingham, Michigan 48012 |

ARTICLE VII.

The names and addresses of the first Board of Directors are as follows:

| | | |
|---------------------|---|-------|
| Rex Bennett | 6675 Red Cedar Lane Union Lake, Michigan | 48085 |
| John A. Theisen | 375 S. Eton Road Birmingham, Michigan | 48012 |
| William C. McIntosh | 375 S. Eton Road Birmingham, Michigan | 48012 |

ARTICLE VIII.

The term of corporate existence is perpetual.

ARTICLE IX.

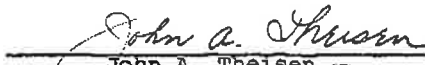
The qualifications of members, the manner of their admission to the corporation, the termination of membership and voting by such members shall be as follows:

- (a) Each co-owner (including the Developer) of a private home in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to any non co-owner incorporators, who shall cease to be members upon the qualifications for membership of any co-owner) shall be established by acquisition of fee simple title to a private home 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 private home and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new co-owner thereby becoming a member of the corporation and the membership of the prior co-owner thereby being terminated.
- (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 his private home in the condominium.

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

We, the incorporators, sign our names this 11th day of February, 1974.

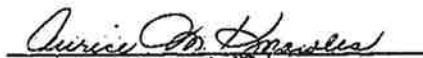

Rex Bennett


John A. Theisen


William C. McIntosh

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 11th day of February, 1974, before me personally appeared Rex Bennett, John A. Theisen and William C. McIntosh, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.


Notary Public

My Commission Expires:
September 6, 1977

Oakland County

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF
INCORPORATION FOR LOCKLIN PINES CLUSTER CONDOMINIUM
ASSOCIATION**

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

LOCKLIN PINES CLUSTER CONDOMINIUM ASSOCIATION

ID NUMBER: 720102

received by facsimile transmission on December 12, 2013 is hereby endorsed.

Filed on December 13, 2013 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.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of December, 2013.

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

Sent by Facsimile Transmission

BCS/CD-515 (Rev. 3/07)

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

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

Name

Mark F. Makower

Address

30140 Orchard Lake Road

City

State

Zip Code

Farmington Hills**MI****48334**

EFFECTIVE DATE:

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

If left blank document will be mailed to the registered office.

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: **Locklin Pines Cluster Condominium Association**

2. The identification number assigned by the Bureau is:

720102

3.

New Articles X, XI, XII and XIII are added as follows:

SEE ATTACHED ADDENDUM.

COMPLETE ONLY ONE OF THE FOLLOWING:**4. Profit or Nonprofit Corporation: 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. Profit Corporations Only: Shareholder or Board Approval

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____ by the: (check one of the following)

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

Profit Corporations and Professional Service Corporations

Signed this _____ day of _____, _____.

By _____
(Signature of an authorized officer or agent)

(Type or Print Name)

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

The foregoing amendment to the Articles of Incorporation was duly adopted on the 19th day of

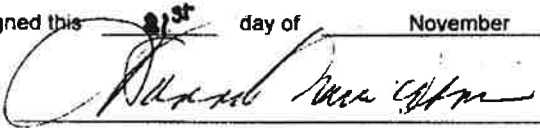
September, 2013 by the (check one of the following)

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 <u>19th</u> day of <u>November</u> , 2013 | |
| By <u></u> | |
| (Signature of President, Vice-President, Chairperson or Vice-Chairperson) | |
| <u>DONNA M. MEDINA</u> | <u>President</u> |
| (Type or Print Name) | (Type or Print Title) |

BCS/CD-515 (Rev. 3/07)

Name of person or organization remitting fees:

Makower Abbate PLLC

Preparer's name and business telephone number:

Mark F. Makower

(248) 254-7600

INFORMATION AND INSTRUCTIONS

1. This form may be used to draft your Certificate of Amendment to the Articles of Incorporation. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Bureau of Commercial Services. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.

Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This Certificate is to be used pursuant to the provisions of section 631 of Act 284, P.A. of 1972 or Act 162, P.A. of 1982, for the purpose of amending the Articles of Incorporation of a domestic profit corporation or nonprofit corporation. Do not use this form for restated articles.
4. Item 2 - Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. Item 3 - The article(s) being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.
6. If the amendment changes the term of existence to other than perpetual, all nonprofit corporations except churches must obtain a consent to dissolution, or a written statement that the consent is not required, from the Michigan Attorney General, Consumer Protection and Charitable Trusts Division, P.O. Box 30214, Lansing, MI 48909, (517) 373-1152. Application for the consent should be made at least 45 day before the desired effective date of the dissolution. This certificate cannot be filed unless it is accompanied by the consent or written statement.
7. This document is effective on the date endorsed "filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. **Signatures:**
Profit Corporations: (Complete either Item 4 or Item 5)
 1) Item 4 must be signed by at least a majority of the incorporators listed in the Articles of Incorporation.
 2) Item 5 must be signed by an authorized officer or agent of the corporation.

Nonprofit Corporations: (Complete either Item 4 or Item 6)
 1) Item 4 must be signed by all of the incorporators listed in the Articles of Incorporation.
 2) Item 6 must be signed by either the president, vice-president, chairperson or vice-chairperson.
9. **FEES:** Make remittance payable to the State of Michigan. Include corporation name and identification number on check or money order.

NONREFUNDABLE FEE: \$10.00

ADDITIONAL FEES DUE FOR INCREASED AUTHORIZED SHARES OF PROFIT CORPORATIONS ARE:

| <u>Amount of Increase</u> | <u>Fee</u> |
|---------------------------|---|
| 1-60,000 | \$50.00 |
| 60,001-1,000,000 | \$100 |
| 1,000,001-5,000,000 | \$300 |
| 5,000,001-10,000,000 | \$500 |
| More than 10,000,000 | \$500 for first 10,000,000 plus \$1000.00 for each additional 10,000,000, or portion thereof. |

To submit by mail:

Michigan Department of Labor & Economic Growth
 Bureau of Commercial Services - Corporation Division
 P.O. Box 30054
 Lansing, Michigan 48909

To submit in person:

2501 Woodlake Circle
 Okemos, MI
 Telephone: (517) 241-6470

Fees may be paid by VISA or Mastercard when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First time users: Call (517) 241-6470, or visit our website at <http://www.michigan.gov/corporations>
 Customer with MICH-ELF Filer Account: Send document to (517) 636-6437

The Department of Labor & Economic Growth will not discriminate against any individual or group because of race sex, religion, age, national origin, color, marital status, disability or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

Article X

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 Association.

Article XI

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 Association for a volunteer director, volunteer officer, or other volunteer's acts or omissions. Any such claim shall be brought and maintained against the Association. 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.

RULES AND REGULATIONS