



# **Wabeek Fairways West II Association Bylaws**

# **PURCHASER'S INFORMATION BOOKLET**

**FOR**

## **WABEEK FAIRWAYS WEST 2**

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

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**UPDATED: NOVEMBER, 2008**

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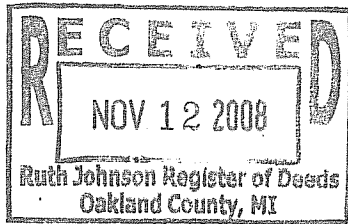
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**AMENDED AND RESTATED CONSOLIDATING MASTER DEED OF  
WABEEK FAIRWAYS WEST 2  
(ACT 59, PUBLIC ACTS OF 1978 AS AMENDED)  
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 237**

This Amended and Restated Consolidating Master Deed is made and executed on this 28<sup>th</sup> day of October, 2008, by Wabeek Fairways West II Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose registered office is located at 6632 Telegraph Rd., Suite 347, Bloomfield Hills, MI 48301, represented herein by John Candela, the President of Wabeek Fairways West II 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."

**WHEREAS**, the Association desires by recording this Amended and Restated Consolidating Master Deed, together with the Restated Condominium Bylaws attached hereto as Exhibit "A", and the Condominium Subdivision Plan attached to the Consolidated Master Deed as Exhibit "B", as amended, (and which is hereby incorporated by reference and made a part hereof), 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 Consolidating Master Deed for Wabeek Fairways West 2 was recorded in Liber 7841, Pages 460-511, with the First Amendment thereto recorded in Liber 10913, Pages 365-366, and the Restated Consolidating Master Deed for Wabeek Fairways West 2 was recorded in Liber 16651, Pages 633-682, Oakland County Records, which are superseded hereby (except for the Condominium Subdivision Plan attached to the Consolidated Master Deed as Exhibit B, as amended, – The Condominium Subdivision Plan – which is incorporated herein by reference as Exhibit B applicable hereto).

**NOW THEREFORE**, the Association does, upon the recording hereof, reaffirm the establishment of Wabeek Fairways West 2 as a Condominium under the Condominium Act and does declare that Wabeek Fairways West 2 (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 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,

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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 is known as Wabeek Fairways West 2, Oakland Condominium Subdivision Plan No. 237, consisting of 50 Units, numbered 1-50. The Condominium Project was established in accordance with the Act.

**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 his 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 the Amended and Restated Consolidating Master Deed.

**Section 3.** Voting. Co-owners shall have voting rights in Wabeek Fairways West II Association as set forth herein, in the Restated Condominium Bylaws and Articles of Incorporation of such Association.

## ARTICLE II

### LEGAL DESCRIPTION

The land that comprises the Condominium Project established by the Master Deed is particularly described as follows:

The land that comprises the Condominium established by this Master Deed is a parcel of land in the Township of Bloomfield, Oakland County, Michigan described as follows:

A part of the Southwest  $\frac{1}{4}$  of Section 18, Town 2 North, Range 10 East, Township of Bloomfield, Oakland County, Michigan, being described as; beginning at a point on the East line of said Section 13, said line being also the West line of said section 18, being North South 00°02'08" East, 422.63 feet from the SW corner of said section 18; thence South 82°16'49" West, .72 feet; thence South 65°50'31" West, 102.17 feet; thence South 22°37'07" West, 54.00 feet; thence North 66°27'29" West, 50.00 feet; thence South 65°50'31" West, 163.00 feet to a point on the easterly line of Wabeek Lake Drive; thence the following four courses along said easterly line of Wabeek Lake Drive; North 14°17'26" East, 368.01 feet and along a curve to the left 386.15 feet. said curve having a radius of 843 feet, central angle of 26°14'44" and a long chord bearing North 01°10'04" East, 362.79 feet and North 11°57'18" West, 223.57 feet, and along a curve to the right 774.09 feet. said curve having a radius of 787 feet,



central angle of 56°21'21" and a long chord bearing North 16°13'22" East, 743.26 feet; thence South 33°41'02" East, 458.48 feet; thence South 15°42'34" East, 161.40 feet; thence South 27°08'46" East, 108.44 feet; thence South 52°19'27" East, 92.07 feet; thence South 10°35'38" East, 54.00 feet; thence South 37°55'18" West, 70.93 feet; thence South 08°18'04" West, 164.00 feet; thence South 21°16'00" East, 485.28 feet; thence South 53°21'16" East, 57.83 feet; thence South 16°03'17" East, 112.13; thence South 83°28'36" West, 188.22 feet; thence North 65°59'25" West, 101.98 feet; thence North 72°59'43" West, 97.24 feet; thence South 82°16'49" West, 195.75; feet to the Point of Beginning; containing 18.63 acres, more or less, and being subject to all easements and restrictions of record.

### 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 Wabeek Fairways West II Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Wabeek Fairways West 2, 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. "Association" or "Association of Co-owners" means Wabeek Fairways West II Association, a non-profit 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.

C. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Restated Condominium Bylaws of Wabeek Fairways West 2, pertaining to operation of the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Unit" or "Condominium Unit" each mean a single complete Unit in Wabeek Fairways West 2, 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.

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

F. "Condominium Documents", wherever used, means and includes this Amended and Restated Consolidating Master Deed and Exhibit A hereof and The Condominium Subdivision Plan, together with the Articles of Incorporation, and Rules and Regulations, if any, of the Association.

G. "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.

H. "Condominium Project", "Condominium" or "Project" means Wabeek Fairways West 2 as a Condominium Project established in conformity with the provisions of the Act.

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

J. "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 Wabeek Fairways West 2 and the Act.

K. "Developer" shall refer to Coleman Building Company, a Michigan Corporation, which made and executed the Consolidating Master Deed, and its successors and assigns.

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

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

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.

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 roads, sidewalks and tennis courts located thereon, not designated as Limited Common Elements;

(2) **Electric and Gas.** The electrical wiring network and gas line network in the Project, including that contained within unit walls, up to the point of connection with the electrical and gas fixtures within each Unit, and specifically including any site or common lighting within the Project;

(3) **Cable and Telecommunications.** The cable and telecommunications system(s) in the Project, up to the point of first entry into each Unit;

(4) **Water and Sanitary Sewer.** The water distribution and sanitary sewer system throughout the Project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any Unit;

(5) **Storm Sewer.** The storm drainage system throughout the project including sump pumps within buildings and all belowground and aboveground systems;

(6) **Construction.** The foundations, supporting columns, roofs, ceilings, floor construction between Unit levels, chimneys, and Unit and garage perimeter walls (not including windows and doors therein);

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

(8) **Easements.** All beneficial utility and drainage easements serving the Project;

(9) **Other.** All elements of the project designated as general common elements in Exhibit B applicable to this Master Deed, and, such other elements of the project not herein designated as general or limited common elements that are not enclosed within the boundaries of a unit and/or that are not designated as limited common elements in Exhibit B or in subsection B of this Article and which are intended for common use or necessary to the existence, upkeep and safety of the project.

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

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above ("utility system") service single buildings containing more than one condominium unit. Accordingly, and where necessary or applicable, there shall be an easement for that common element through each condominium unit to enable the utility system to appropriately serve each of the condominium units in the subject building.

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

(1) Driveways. Driveways designated on the Plan as Limited Common Elements are limited to the sole use of the Co-owners of the Units that such Limited Common Elements service. Drives servicing more than one Unit shall not be obstructed so as to prevent use by any Unit so assigned;

(2) Decks, Balconies and Private Porches. Individual decks, balconies and private porches designated on the Plan as Limited Common Elements are limited to the sole use of the Co-owners of the Units that such Limited Common Elements service;

(3) Patios and Courts. Each individual patio and court shown on the Condominium Subdivision Plan is limited to the sole use of the Co-owners of the Units that such Limited Common Elements service. Where rear patios adjoin, the patio area appurtenant to each Unit shall be only that area which is immediately to the rear thereof;

(4) Air Conditioning and Generators. Each individual air conditioning unit and generator shall be limited in use to the Co-owner of the Unit serviced thereby;

(5) Doors, Skylights, Windows and Screens. Unit and garage pedestrian entry doors, garage doors, windows, skylights, screens and storms, including all related hardware, and garage door openers and remotes, are limited in use to the Co-owners of the Units they service;

(6) Interior Surfaces. Interior surfaces of Unit and garage perimeter walls, ceiling and floors that surround each Unit, shall be subject to the exclusive use and enjoyment of the Co-owner of the Units surrounded by them;

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

C. Responsibility. 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 Restated Condominium Bylaws (Exhibit A to this Amended and Restated

Consolidating Master Deed), the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(1) Co-owner Responsibilities:

- (a) Unit, Limited Common Elements. The primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all General Common Elements located within its boundaries, fixtures, improvements and personal property located within the Unit or elsewhere throughout the Project, and the Limited Common Elements assigned or appurtenant thereto shall be borne by the Co-owner of the Unit, except as hereinafter described:
  - (I) Limited Common Elements for which the Association is Responsible. The Association shall be responsible for the maintenance, repair and replacement, except in cases of Co-owner fault, of the driveways, all privacy fences between patios installed by the Developer or the Association, all basic standard panel unit entry doors and garage pedestrian entry doors (not including locking mechanisms) and the mowing of all patio areas consisting primarily of lawn. The Association shall also be responsible for the caulking of windows and doors described in Paragraph B(5), above in connection with periodic exterior painting of the buildings and for the costs of maintenance, repair and replacement, except in cases of Co-owner fault, of the garage doors (not any hardware, tracks, springs or remotes) described in Paragraph B(5), above. The Association shall also have the right, but not the obligation, to incur costs for maintenance, decoration, repair and replacement of any exterior item that is defined as being the responsibility of the Co-owner, and should the Association exercise such right, the Association shall in such case charge back such costs to the Unit(s) serviced by the same, which charge shall constitute an assessment subject to collection in accordance with Article II of the Restated Condominium Bylaws.
  - (II) Additional Responsibilities of Co-owners. In clarification of the Co-owner's responsibility under this Article IV, Section 1C(1)(a), each Co-owner shall be responsible for the cost of decorating, maintaining, repairing and replacing the following items:
    - (i) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, generators, the furnace and air conditioner and

- related ductwork, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, range, oven, microwave, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters, fireplaces, flues, dampers and chimneys (except exterior surfaces) and individual hot water heaters;
- (ii) The water and gas lines, pipes, valves and fixtures from the point of entry into the Unit (protruding from the wall), even though part of the system may be designated as a General Common Element;
  - (iii) All drain lines from the point that such line first enters a Unit, even though part of the system may be designated as a General Common Element;
  - (iv) Electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures from and including the breaker box servicing the Unit, even though part of the system may be designated as a General Common Element;
  - (v) All cabinets; counters; interior doors; closet doors; sinks; tile, either floor or wall; and related hardware;
  - (vi) All improvements or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings 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 as to a General Common Element;
  - (vii) Interior drywall, ceilings, attic insulation, interior wall construction and flooring, basement floor slabs and garage floor slabs (even though some of these elements may be designated as a General Common Element);
  - (viii) All unit pedestrian entry and access door locking mechanisms, all windows, doorwalls and skylights, including frames, storms, screens, seals, sweeps and hardware, and the garage door tracks, springs remotes and all related hardware;
  - (ix) All sidewalks that are not concrete and all material laid over concrete sidewalks;

- (x) Co-owner installed landscaping and plantings, and all decks, slabs, pavers, and other improvements or installations appurtenant to the Unit;
  - (xi) The cost of maintenance, repair and replacement of all items referred to in Article V, Section 3 of the Amended and Restated Condominium Bylaws, Exhibit A hereto, shall be borne by the Co-owner, except as otherwise provided in the Condominium documents.
  - (xii) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.
- (b) Utility Charges. All individually metered utility services shall be borne by the Co-owner of the Unit to which such services are furnished.
- (c) 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 that require 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.
- (d) Irrigation Equipment. A Co-owner whose Unit contains irrigation equipment shall not restrict the Association, contractors, the utility company or respective governmental agency from entering into the Unit to maintain, repair or replace such equipment (should the same be deemed necessary by the Association). Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association to avoid preventing reasonable accessibility to such equipment. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment.
- (e) 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 (such as, but not limited to, penetrations of the building exterior for any reason and

damage to driveway paving from heavy trucks allowed thereon), 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 Restated Condominium Bylaws.

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

(2) Association Responsibilities:

- (a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements (except those assigned to the Co-owners in Subparagraph C(1)(a)(II) above), and those responsibilities for Limited Common Elements specified in Subparagraph C(1)(a)(I), above, shall be borne by the Association, subject to any provisions of this Article and the Restated Condominium Bylaws expressly to the contrary. The Association shall only be responsible, however, for the concrete sidewalks within the Condominium and the individual Co-owners shall be responsible for any material placed over or in place of the concrete sidewalks.
- (b) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or for which a Co-owner contracts. 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.

(3) 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 his or her Unit or the Common Elements.



## ARTICLE VI

## CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Condominium Unit Description. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Wabeek Fairways West 2 as prepared by Giffels-Webster Engineers, Inc. (attached as Exhibit B to the Consolidating Master Deed, as amended), and made applicable hereto as Exhibit B. Each Unit shall include (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of 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 and delineated with heavy outlines. In the event that the dimensions of any Unit differ from the dimensions on the typical foundation and upper floor plans for such Unit as contained in the Condominium Subdivision Plan, then the typical foundation and upper floor plans for such Unit as contained in the Condominium Subdivision Plan shall be deemed to be automatically changed to the extent of the measured dimensions.

B. Percentages of Value. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration. 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 percentages of value are based on the relative size of each unit by floor space. The total percentage value of the Project is 100. The Units and their associated percentages of value are set forth below:

Unit	Percentage of Value
1	1.8342
2	2.1262
3	1.9490
4	1.9091
5	2.1262
6	1.9490
7	1.9642
8	2.1262
9	1.9490
10	1.9091
11	2.0985
12	2.0985
13	1.9443
14	2.1262
15	1.8342
16	2.1262
17	1.9490
18	1.9091
19	1.8342

20	2.1262
21	1.9490
22	1.9176
23	1.9642
24	2.1262
25	1.9490
26	1.9091
27	2.0985
28	2.0985
29	2.0985
30	2.0985
31	2.0985
32	2.0985
33	1.9091
34	2.0904
35	2.0985
36	2.0985
37	2.0985
38	1.9091
39	1.9490
40	1.8342
41	2.1262
42	1.9822
43	1.9091
44	1.9490
45	1.9091
46	1.9490
47	1.9091
48	1.9490
49	2.1262
50	1.9091

## 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.

There shall exist easements of support 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 utilities and utility easements located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion.

**Section 3. Association's Easement For Maintenance, Repair and Replacement.** The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Amended and Restated Consolidating Master Deed, the 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 Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto, the Association shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, 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 his monthly assessment next falling due, in accordance with Article II of the Restated Condominium Bylaws; further, the lien for non-payment 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. Wabeek Community.** The Condominium was initially established at a time when it was contemplated that there would be a master association set up to be responsible for certain community-wide amenities. Such a master association was never established. Nonetheless, this Association shall have the right, in its sole discretion, to

collect and pay to any other Wabeek Community association or entity such sums as it deems proper and fair to support any community-wide amenities from which the Co-owners of this Condominium may derive a benefit. Further, all Co-owners shall be subject to the Declaration of Protective Covenants for the Wabeek Community as recorded in Liber 6793, Pages 49-61, Oakland County Records, which shall be incorporated by reference herein.

**Section 5. Emergency and Public Service Vehicle Access Easement.** There shall exist for the benefit of Bloomfield Township, Oakland County or any other emergency or public service agency, an easement over all Common Element roads in the Project for use by the County, Township and other such agencies for emergency and public service vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, garbage collection, ambulance and rescue services, school bus and postal service and other lawful governmental or private emergency services or public services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public until formal dedication occurs.

**Section 6. Tennis Courts.** The Association maintains two (2) tennis courts as General Common Elements. A neighboring Condominium, Wabeek Fairways West 1, consisting of seventeen (17) units, has been granted an easement for ingress and egress to said courts and for the use thereof. Wabeek Fairways West 1 shall be responsible for a proportionate share of the expenses of maintenance, repair, operation and replacement of said courts, the share of which will be determined annually by dividing the total annual expenses for such items by the total number of units in both this Condominium and Wabeek Fairways West 1, the resultant figure being the "per unit cost". Wabeek Fairways West 1 shall pay the per unit cost for each Unit in its condominium within 30 days of receipt of an invoice and supporting information from this Association. Said expenses of maintenance, repair, operation and replacement of said courts shall include, but not be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and repair the facilities, supplies incident thereto, real and personal property taxes in connection therewith, and in general all expenses reasonably necessary or incident to the maintenance, repair, operation and replacement of said courts.

**Section 7. Telecommunication 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, broad band 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 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 (2/3) 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 (2/3) 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 50 of the Act. Common Elements can be assigned and reassigned only in accordance with Section 39 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.

WITNESSES:

WABEEK FAIRWAYS WEST II  
ASSOCIATION, a Michigan Nonprofit Corp.

BY: John A. Candela  
JOHN CANDELA

Its: President

**ACKNOWLEDGEMENT ON FOLLOWING PAGE**

STATE OF MICHIGAN     )  
   )ss  
 COUNTY OF OAKLAND    )

On this 28<sup>th</sup> day of October, 2008, the foregoing Amended and Restated Consolidating Master Deed was acknowledged before me by John Candela, President of Wabeek Fairways West II Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

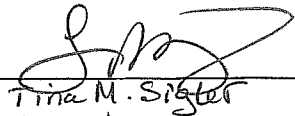
Drafted by and when

**recorded return to:**

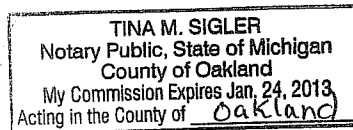
Mark F. Makower, Esq.

38525 Woodward Ave., Suite 2000

Bloomfield Hills, MI 48304

  
 Tina M. Sigler, Notary Public  
 Oakland, County, Michigan  
 Acting in Oakland, County, MI  
 My commission expires: 1/24/2013

BLOOMFIELD 48137-1 930666v1



**CERTIFICATION**

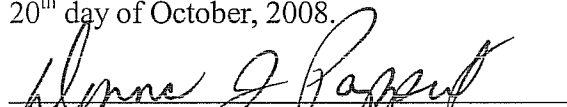
STATE OF MICHIGAN     )  
                                      )SS  
COUNTY OF OAKLAND    )

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

1. That I am the attorney for WABEEK FAIRWAYS WEST II ASSOCIATION, the Corporation named in and which executed the attached Amended and Restated Master Deed of Wabeek Fairways West 2.
2. That I personally sent a copy of the attached Amended and Restated Master Deed of Wabeek Fairways West 2 and the ballot and notice required under Section 90A of the Michigan Condominium Act, to all mortgagees of record of those units qualified to vote, as listed in the records of the Oakland County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Master Deed of Wabeek Fairways West 2.
3. That (2/3) of said mortgages have consented to the attached First Amendment to the Master Deed in accordance with the provisions of Section 90A of the Michigan Condominium Act. Said consents are maintained in Wabeek Fairways West II Association file located in my office at 38525 Woodward Ave., Suite 2000, Bloomfield Hills, MI 48304.

  
Mark F. Makower

Subscribed and sworn to before me this  
20<sup>th</sup> day of October, 2008.

  
Donna J. Pappert, Notary Public  
Oakland County, Michigan  
My Commission Expires:

**DONNA J. PAPPERT**  
Notary Public, Oakland County, MI  
Acting In Oakland County, Michigan  
My Commission Expires on 05-13-2013

## CERTIFICATION

STATE OF MICHIGAN     )  
                                       )SS  
 COUNTY OF OAKLAND    )

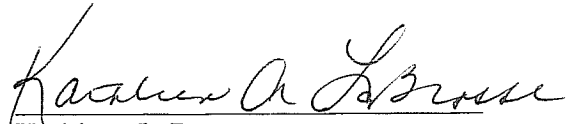
I, Kathleen LaBrosse, being first duly sworn, depose and state as follows:

That I am the Managing Agent for of Wabeek Fairways West II Association, the corporation named in and which executed the Amended and Restated Master Deed and Restated Condominium Bylaws of Wabeek Fairways West 2 Condominium.

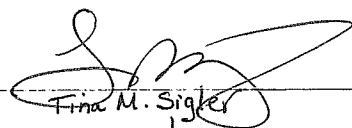
That the Amended and Restated Master Deed and Restated Condominium Bylaws of Wabeek Fairways West 2 Condominium was submitted to all co-owners of units in Wabeek Fairways West 2 Condominium for the purpose of voting thereon, and that said co-owners approved said documents by a vote of more than two-thirds of all Co-owners in number.

That records of said consents are maintained at 1899 Orchard Lake Rd., Ste. 204, Sylvan Lake, MI 48320.

FURTHER, AFFIANT SAYETH NOT.

  
 Kathleen LaBrosse

Acknowledged, subscribed and sworn to before  
 me this 28<sup>th</sup> day of October, 2008.

  
 Tina M. Sigler                      Notary Public  
Oakland County, Michigan  
 Acting in Oakland County, Michigan  
 My Commission Expires: 1/24/2013

TINA M. SIGLER Notary Public, State of Michigan County of Oakland My Commission Expires Jan. 24, 2013 Acting in the County of <u>Oakland</u>
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# Amended & Restated Bylaws

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**EXHIBIT A**  
**RESTATED CONDOMINIUM BYLAWS FOR WABEEK FAIRWAYS WEST 2**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

**Section 1. The Association.** Wabeek Fairways West 2, a residential Condominium project located in the Townships of Bloomfield and 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 Bylaws, the Articles of Incorporation, and duly adopted Rules and Regulations of the Association, 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 aforesaid Condominium Documents.

**Section 2. Purpose of the Bylaws.** These Bylaws shall be 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. 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 project or any other part thereof. 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 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, the Common Areas under the Declaration or the administration of the Condominium shall be expenses of administration; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the

Common Elements or the administration of the Condominium shall be receipts of administration, within the meaning of Section 54(4) of the Act, except as modified by the specific assignment of responsibilities for costs contained in Article IV, Section C 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.

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; (ii) to provide replacements of existing Common Elements; (iii) to provide additions to the Common Elements at a total annual cost not exceeding 10% of the annual operating budget; or (iv) for any emergencies. The Board of Directors shall also have the authority, without the necessity of Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph 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 subparagraph A above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) assessments for additions to Common Elements whose total annual cost exceeds 10% of the annual operating budget annually; (ii) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; (iii) assessments for social activities; or (iv) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subparagraph 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 subparagraph 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) on a noncumulative basis. 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 monthly payments set forth in Subparagraph A of this Section rather than by special assessments, but may be supplemented by additional or special assessments if determined necessary by the Board of Directors. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

E. Wabeek Community. The Condominium was initially established at a time when it was contemplated that there would be a master association set up to be responsible for certain community wide amenities. Such a master association was never established. Nonetheless, this Association shall have the right, in its sole discretion, to collect and pay to any other Wabeek Community association or entity such sums as it deems proper and fair to support any community wide amenities from which the Co-owners of this Condominium may derive a benefit.

**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 Consolidating 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 assessment shall be payable by Co-owners in twelve (12) equal monthly installments, 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 day of each calendar month or such other date as is established 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 fifteen (15) days after the due date, shall incur a uniform late charge of 10% of the unpaid amount (a minimum of \$25.00) 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 monthly installments of the annual assessment, 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) 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 which 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, or assert in an answer or set-off to a complaint brought by the Association for non-payment of assessments, the fact that the Association or its agents have not provided services or management to a Co-owner. The Association also may discontinue the furnishing of any services to a Co-owner in default. 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. 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 non-payment 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, he was notified of the provisions of this Section 6 and that he 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 his or 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, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of records. Such affidavit shall be recorded in the Office of the Register of Deeds for Oakland County 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 he 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 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 comes into possession of 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, 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 attorney's fees against the Condominium Unit shall be paid out of the net proceeds of the sale price to 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. Association Coverage.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium, Fidelity Bond coverage for the members of the Board and any management agent who has access to and authority over any monies received by or payable to the Association, Directors and Officers Liability coverage, and such other insurance as the Board of Directors deems advisable, and all such insurance shall be carried and administered in accordance with the following provisions:

A. **Respective Responsibilities.** All Association 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. Unit owners must obtain additional insurance 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 (everything including drywall, windows, doors, floors and wall coverings), personal property located within a Unit or elsewhere in the Condominium, fixtures, equipment and trim within or serving a Unit, 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 and other casualty, and the Association shall have absolutely no responsibility for obtaining such coverages. **Co-owners are strongly advised to consult their insurance advisors to make sure they have all necessary and appropriate coverage required by this Section.** Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums therefore shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or

any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

B. Insuring of Common Elements. All General Common Elements of the Condominium and those Limited Common Elements 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 the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with its appropriate professional advisors. Such coverage may also include as secondary coverage pursuant to Subparagraph E, below, interior walls and floor construction between Unit levels within any Unit. If the Association elects to include such items under its insurance coverage, any additional premium cost to the Association attributable thereto may be assessed to and borne solely by said Co-owners and collected as a part of the assessments against said Co-owners under Article II hereof.

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

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

E. Determination of Primary Carrier. It is understood that there may be overlapping coverage between the Co-owners' policies and those of the Association, as required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents, 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 (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, the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General Common Elements or a Limited Common Element 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 (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 Common Elements or in/upon a Limited Common Element 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. Association as Attorney-in-Fact.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements thereof and such insurer as may, from time to time, provide such insurance for the Condominium Project. 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, 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.

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

## ARTICLE V

### RECONSTRUCTION OR REPAIR

**Section 1. Determination of Reconstruction or Repair.** If any part of the Condominium shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

A. **Repair or Reconstruction.** If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable,

unless it is determined by the affirmative vote of eighty (80%) percent 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. 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 agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

**Section 2.** Repair and Reconstruction To Condition Existing Prior to Damage. Any such reconstruction or repair shall be substantially in accordance with the Amended and Restated Consolidating Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

**Section 3.** Co-owner Responsibility for Reconstruction or Repair.

A. Definition of Responsibility. If the damage is only to a part of a Unit or common elements which are the responsibility of a Co-owner to maintain and repair and/or insure, it shall be the responsibility of the Co-owner to repair such damage in accordance with Subsection B hereof. In all other cases, the responsibility for reconstruction and repair, although not necessarily the costs thereof, shall be that of the Association.

B. Co-owner Items. Regardless of the cause or nature of any damage or deterioration, including but not limited to incidents where the damage is incidental or caused by a general common element or the repair or replacement thereof, each Co-owner shall be responsible for the reconstruction and repair of the interior of the Co-owner's Unit and all fixtures, equipment, trim and personal property, including, but not limited to, drywall, floor coverings, window shades, draperies, interior walls (but not any General Common Elements therein), wall coverings, interior trim, furniture, light fixtures, and all appliances, whether freestanding or built-in. Each Co-owner shall be further responsible for the repair, reconstruction and maintenance of all items for which the Co-owner is assigned such responsibility in Article IV of the Amended and Restated Consolidating Master Deed. In the event any damage to Common Elements is the responsibility of the Association's insurance carrier pursuant to the provisions of Article IV, Section 1E hereof, then the reconstruction or repair of the same shall be the responsibility of the Association in accordance with Section 4 of this Article, although the responsibility for costs thereof shall be allocated in accordance with the provisions of this Section and Section 4. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, and the carrier of such insurance is responsible for paying a claim pursuant to the provisions of Article IV, Section 1E hereof, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, only in the absence of Co-owner coverage, (but the Co-owner shall be responsible for any deductible amount), and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly, to be used solely for the necessary repairs. In the event of substantial damage to or destruction of any Unit or any part of the Common

Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any Unit in the Condominium.

**Section 4. Association Responsibility for Reconstruction or Repair of Common Elements.** Subject to the responsibility of the individual Co-owners as outlined in Section 3 above, and other provisions of these Bylaws or the Amended and Restated Consolidating Master Deed applicable to such situations, the Association shall be responsible for the reconstruction and repair of the General Common Elements and those Limited Common Elements for which it is responsible. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in Article IV of the Amended and Restated Consolidating Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

**Section 5. Timely Reconstruction.** If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with the replacement or repair of the damaged property without delay, and shall complete such replacement or repair within six (6) months after the date of the occurrence which caused damage to the property.

**Section 6. Eminent Domain.** Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

A. **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 shall be binding on all Co-owners.

B. **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.

C. **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.

D. 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.

E. 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.

F. Condominium Continuation after the taking by Eminent Domain. In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Amended and 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 all holders of first mortgage liens on individual Units in the Condominium.

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

**Section 7.** Notice to Mortgagees. In the event that any Unit, common elements or any portion thereof, is made subject to any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, the Association shall give each institutional holder of a first mortgage lien written notice, at such address as it may from

time to time direct, of any loss to or taking of the Common Elements of the Condominium, or any loss to or taking of any Unit, or part thereof.

**Section 8. 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.

## 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, and the related 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 applicable Township. Neither the Units nor the Common Elements shall be used in violation of applicable zoning or other ordinances of the applicable Township or in violation of other pertinent laws or regulations and all Co-owners and the Association shall, whenever required, obtain affirmative approvals or permits from the applicable Township as may be required by applicable ordinances.

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

#### **Section 2. Alterations and Modifications.**

A. **Alterations.** No Co-owner shall make alterations in exterior appearance or make structural modifications to any Unit (including interior walls through or in which there exist easements for support or utilities) or make changes of any kind, including changes in color, materials and use, in/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, replacement of windows, or the erection of lights, awnings, shutters, doors, newspaper holders, mailboxes, spas, hot tubs, decks, structures, fences, walls, landscaping, screens or other exterior attachments or modifications. The erection of antennas, DBS reception devices and other technologies regulated by the Federal Communications Commission shall be governed by duly promulgated rules and regulations of the Association, which shall at all times be construed so as not to violate FCC regulations applicable thereto. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element that affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement.

B. Modifications or Improvements to Accommodate the Disabled. Notwithstanding the previous subparagraph 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 3. Conduct upon the Condominium Premises.** No immoral, improper, unlawful or offensive activity, including but not limited to speeding or other vehicular infractions, shall be carried 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 engaged in on the Common Elements or in any Unit. No Co-owner shall do or permit anything to be done or keep or permit to be kept in 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.

**Section 4. Leasing and Rental of Units.**

A. Right to Lease. After the date of recording of these Restated Bylaws, no Co-owner may lease any Unit within the Condominium, with the exception of those Units properly under an approved lease as of that date, except upon the written approval of the Association, which approval shall not be given if (1) the Unit has not been occupied as the Co-owner's residence for a minimum period of at least one year immediately preceding the lease, or (2) the leasing of such unit would cause the number of leased units in the Condominium to exceed ten percent (10%) of all Units in the Condominium or result in any one person or entity (including affiliates or commonly owned entities) leasing more than one Unit at any time. As long as the aforesaid percentage and number limitations are not exceeded, approvals will be granted to compliant leases on a first come first served basis administered according to rules and regulations established by the Association. Co-owners leasing their Units as of the date of recording of this Amendment shall be entitled to continue leasing their Units, provided the provisions of 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 the 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). In addition to the aforementioned prerequisites and limitations for Units, a Co-owner desiring to rent or lease a Condominium Unit, 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 one (1) year; (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 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. Each Co-owner of a Condominium Unit shall, promptly following the execution of any approved lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. 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. For the purposes of this Section 2, "lease" shall refer to any occupancy agreement, whether or not in writing, for rent or other consideration, where the Unit is not occupied by the owner thereof as a primary or secondary residence for a majority of the year. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents and all leases, rental agreements and occupancy agreements shall so state.

B. Approval of Leases. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least twenty-one (21) days before presenting a Lease Form to a potential lessee, and shall supply the Association with a copy of the exact lease form to be used for its review for its compliance with the Condominium Documents. The Association shall be entitled to disapprove any such proposed lease form that is not in compliance with the Condominium Documents and/or the Michigan Condominium Act 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), along with the amount and due dates of

any rental or compensation payable to the co-owner, and the term of the proposed arrangement.

C. Default Provisions. If the Association determines that the tenant or Non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(2) 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.

(3) 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. 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 attorney's fees.

D. Co-owner Arrearages. When a Co-owner is in arrears to the Association in the payment of assessments or any other charges, the Co-owner's right to lease the Unit shall terminate. The Association may also give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. 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) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, or (2) initiate proceedings pursuant to Section 112(4)(b) of the Act.

**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 Wabek Fairways West 2. No more than two (2) 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. 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 loose upon the Common Elements and any

animal shall at all times be on a leash and attended by some responsible person while on the Common Elements – no tethering of pets is allowed. 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 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. In the event a Co-owner's pet causes unnecessary and unreasonable disturbance or annoyance to other Co-owners, one or more, and such Co-owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board of the Co-owner keeping the pet, may, if it determines that such pet is annoyance, require the Co-owner to remove the pet from his Unit and the Condominium, or impose such other restrictions on the keeping of the pet as are reasonable. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance 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. The term "animal" or "pet" as used in this section shall not include fish or small constantly caged pets such as hamsters and gerbils. Any exotic pets or animals 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 duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in garages, and except for such short periods of time established by the Board of Directors as necessary to permit periodic collection of trash, shall not be permitted to remain elsewhere on the Common Elements at any time. Trash shall be stored and handled in accordance with all applicable rules and regulations of the Association and applicable Township 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, privacy area or porch. Only normal patio furniture and barbecue grills, covered and secured as provided in Association rules and regulations, may be stored on decks or in privacy areas during seasons when such areas are not regularly in use. All municipal ordinances pertaining to the use of the Common Elements shall be followed at all times, including restrictions on the use of barbecues, grills and fire pits on or near combustible surfaces. Use of the tennis courts shall be limited to residents of this Condominium and Co-owners of Units in Wabeek Fairways West 1 Condominium, provided the Units and Co-owners thereof are in good standing as defined in Article VIII, Section 1.C., hereof.

**Section 7. Obstruction of Common Elements.** The Common Elements, including without limitation, sidewalks, landscaped areas, driveways, roads, entry ways, and porches, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches, toys, baby carriages, obstructions or other personal property may be left unattended on or about the Common Elements, except as specifically permitted in this Article. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

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

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. In such cases, the presence of said vehicles shall not be allowed for a period exceeding 48 hours. 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 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 body surfaces, vehicles not intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, storage racks, ladder or material racks, 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. Parking, Standing Vehicles, Repairs. Vehicles must be parked first in unit garages. Non-operational vehicles, unlicensed vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises. The Association may assign General Common Element parking spaces for the use of particular Unit or Units in the Condominium on an equitable basis, as needed. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises.

D. Association Rights. 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.

**Section 9.** Prohibition of Dangerous Items upon the Condominium Premises. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, slingshots, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, nor shall any Co-owner use or permit to be brought into the buildings in the Condominium, any extraordinarily flammable oils or fluids, or other explosives or Articles 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, including "for sale" and "open house" signs, (except a U.S. flag no larger than 3' x 5'), shall be displayed which are visible from the exterior of a Unit, without written permission from the Association or pursuant to duly promulgated rules and regulations.

**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. Regulations 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. It shall be the responsibility of each Co-owner to provide the Association means of access to his 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.** 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. All Units must have operational smoke detectors installed at all times. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the 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 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 insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount.) Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

**Section 15. 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 pursuant hereto, 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 16. 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.

## 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. The Association may give to any mortgagee of any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

## 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, the value of which will be equal, provided that said Co-owner is in good standing and not in default of any provision of the Condominium Documents, including payment of any regular or special assessments against said Co-owner's Unit or other charge levied against the Unit or Co-owner. 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 by way of a Deed or Land Contract. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in subparagraph 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 Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided. At any meeting, the filing of such written notice as a prerequisite to voting may be waived by the chairperson of the meeting.

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

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 Restated Bylaws. Any proxies, written votes or other votes cast by means allowed hereunder must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association or voting deadline if no meeting is held. Votes may be cast by mail, fax, delivery, e-mail 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 voting in person or by proxy at said meeting, or by alternative means, in accordance with the provisions of this Section. 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. Votes shall be solicited in the same manner (with respect to notice) as provided in Article IX, Section 4, hereof. 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 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 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, or by facsimile.

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 that 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. The books of account shall be audited or 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 one hundred twenty (120) 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 the principal office of the Association or at such other 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 Master Deed or the laws of the State of Michigan. Only Co-owners in good standing, (defined in Article VIII, Section 1.C., hereof), 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 may be removed from such meeting, without any liability to the Association or its Board of Directors.

**Section 2. Annual Meetings.** Annual meetings of members of the Association shall be held in the month of 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. 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, or hand delivery of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 1.E of these Bylaws or to the address of the unit owned by the co-owner shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

**Section 5. 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 6. Minutes.** Minutes or a similar record of the proceedings of meetings of members, or of the Board of Directors, 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 who must be co-owners of Units in Wabeek Fairways West 2. A Co-owner in default shall not be qualified to run for or function as an officer or Director of the Association. The Board shall consist of five (5) members. No two occupants of the same Unit may serve on the Board of Directors at the same time. All directors must be Co-owners, trustees of trusts owning Units or employees of business entities owing Units.

**Section 2. Term of Directors.** The respective terms of office for the Directors have been staggered based on election procedures adopted by the Association previously. In each year hereafter either two or three directors shall be elected for two year terms depending on how many directorships expire that year (together with the filling of any

vacancies created by resignation, withdrawal or failure to be qualified to continue to serve). All directors shall serve two year terms, unless serving the remainder of an unexpired term, and 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 that may be imposed by law or the Articles of Incorporation, the Board of Directors shall be responsible specifically for the following:

(1) 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.

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

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

(4) Rebuild Improvements. To rebuild improvements after casualty, subject to the terms hereof.

(5) 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.

(6) 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, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(7) 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.

(8) 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.

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

(10) 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.

(11) 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 sixty (60) days' written notice thereof to the other party. In the event the Board does employ professional management for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien 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. 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 a majority of all Co-owners in number entitled to vote, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has

been proposed by the Co-owners shall be given an opportunity to be heard at the meeting and only one spokesperson for any group requesting removal shall be entitled to speak.

**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 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, telephone or telegraph at least ten (10) days prior to the date of the meeting, unless waived by said director.

**Section 8. Special Meetings.** Special meetings of the Board of Directors may be called by the president on three (3) days notice to each director, given personally, or by mail, telephone, electronically, or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of one director. In the event the President or Secretary shall fail or refuse for any reason to call a special meeting as required hereby within three (3) days of a request therefore, or shall fail for any reason to convene such a special meeting within twenty-one (21) days of a request therefore, then the director who requested such meeting shall be entitled to call and convene the same by providing notice of such meeting to all other directors in accordance with these Bylaws.

**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 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 or e-mail 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. 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. 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, corporate seal 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 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 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.

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## ARTICLE XII

### FINANCES

**Section 1. Fiscal Year and Accounting.** 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. The Association's books shall be kept on an accrual method of accounting.

**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. At least ten (10) days prior to payment of any indemnification that it has approved, the Board of Directors shall notify all Co-owners thereof.

**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.

## 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 Wabek Fairways West 2.

**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), the Association, if successful, shall be entitled to recover the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in obtaining compliance or relief, but in no event shall any Co-owner be entitled to recover such attorney's fees or costs against the Association. The Association, if successful, shall also be entitled to recoup the costs and attorneys' fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

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

D. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XVI of these Bylaws. Fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article XVI. Section 2, and after a hearing at which such Co-owner may 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.

## 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 scheduled for a hearing before the Board of Directors, at which time the Co-owner shall have an opportunity to offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or the Board's earliest convenience, 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 hearing or respond to the notice of violation by the date set for the 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                    | \$50.00                |
| 3. Third and all subsequent violations | \$100.00               |

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. In cases of continuing violations only the initial hearing is required prior to fines being assessed according to the schedule above. 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.

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**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.



# Subdivision Plan

1. The purpose of this plan is to provide a clear and concise description of the subdivision process.

2. This plan is intended to be used as a guide for the subdivision process and is not intended to be a legal document.

OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 237

EXHIBIT "B" TO THE CONSOLIDATED MASTER DEED OF

WABEEK FAIRWAYS WEST NO. 2

SUCCESSOR DEVELOPER:

A CONDOMINIUM

WABEEK FAIRWAYS WEST #2 CONDOMINIUM ASSOCIATION  
24361 Greenfield Road, Suite 302  
Southfield, Michigan 48075

DEVELOPER:

SURVEYORS & ENGINEERS:

COLEMAN BUILDING COMPANY,  
P.O. BOX 187  
WEST BLOOMFIELD TOWNSHIP, MICHIGAN 48013

GIFFELS-WEBSTER ENGINEERS, INC.  
2871 BOND STREET  
ROCHESTER HILLS, MICHIGAN 48309

DESCRIPTION: WABEEK FAIRWAYS WEST NO. 2, A PART OF THE S.W. 1/4 OF SECTION 13, T. 2 N., R. 9 E., WEST BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 13, WEST BLOOMFIELD TWP., SAID LINE ALSO BEING THE WEST LINE OF SECTION 18, BLOOMFIELD TWP., BEING THE S.W. CORNER OF SAID SEC. 18; FROM THE S.W. CORNER OF SAID SEC. 18; THENCE S. 82°16'49"W., 0.12 FEET; THENCE S. 65°50'31"W., 102.17 FEET; THENCE S. 22°31'07"W., 54.00 FEET; THENCE N. 65°21'39"W., 50.00 FEET; THENCE S. 65°50'31"W., 153.00 FEET TO A POINT ON THE EAST LINE OF WABEEK LAKE DRIVE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID EAST LINE OF WABEEK LAKE DRIVE N. 14°17'28"E., 368.01 FEET AND ALONG CURVE TO THE LEFT 386.15 FEET, SAID CURVE HAVING A RADIUS OF 843 FEET, CENTRAL ANGLE OF 26°14'44" AND LONG CHORD BEARING N. 01°10'04"E., 382.79 FEET, AND N. 11°51'18"W., 723.37 FEET, AND ALONG A CURVE TO THE RIGHT 174.09 FEET, SAID CURVE HAVING A RADIUS OF 787 FEET, CENTRAL ANGLE OF 56°21'27" AND LONG CHORD BEARING N. 16°13'27"E., 743.26 FEET; THENCE S. 33°41'02"E., 458.48 FEET; THENCE S. 15°42'34"E., 161.40 FEET; THENCE S. 27°08'46"E., 108.44 FEET; THENCE S. 69°19'27"E., 92.01 FEET; THENCE S. 10°33'38"E., 54.00 FEET; THENCE S. 31°55'18"W., 70.00 FEET; THENCE S. 08°18'04"W., 164.00 FEET; THENCE S. 21°16'00"E., 453.26 FEET; THENCE S. 53°21'16"E.,

57.83 FEET; THENCE S. 16°03'17"E., 112.13 FEET; THENCE S. 83°20'36"W., 188.22 FEET; THENCE N. 65°59'25"W., 101.98 FEET; THENCE N. 72°59'43"W., 97.24 FEET; THENCE S. 82°16'49"W., 195.75 FEET TO THE POINT OF BEGIN- ING, CONTAINING 18.63 ACRES, SUBJECT TO ANY EASEMENTS AND RESTRICTIONS, RECORDED.

ACCOMPANYING DIAGRAMS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE TROUS WILL BE OF THE CHARACTER AND OCCUR THE POSITIONS AS DETER- MINED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREIN, IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (O) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF SAID SURVEY AS INCLUDED HEREIN, EXCEPT AS OTHERWISE NOTED.

DATE 8-23-95  
GIFFELS-WEBSTER ENGINEERS, INC.  
2871 BOND STREET  
ROCHESTER HILLS, MICHIGAN 48309



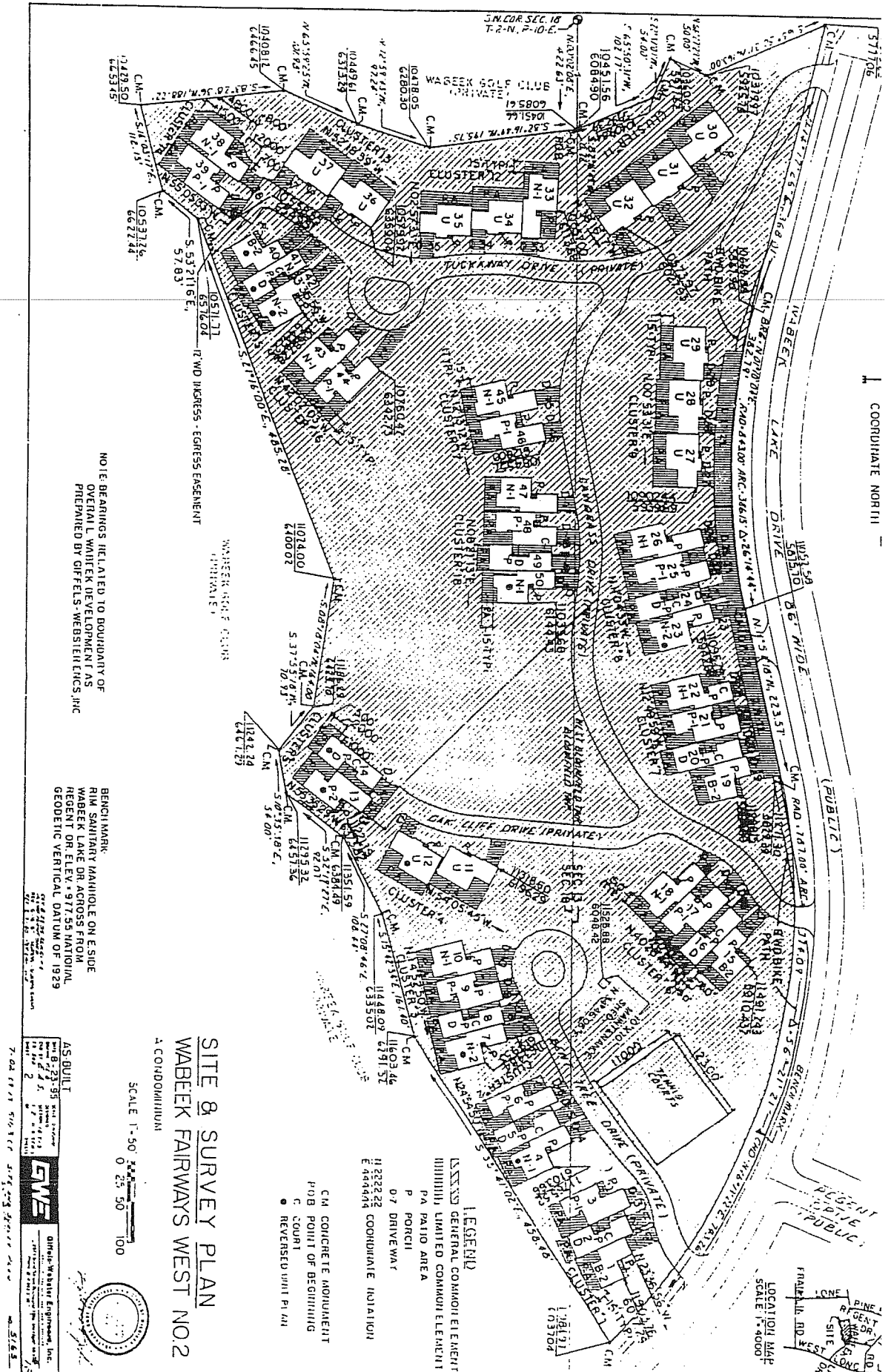
NOTE:

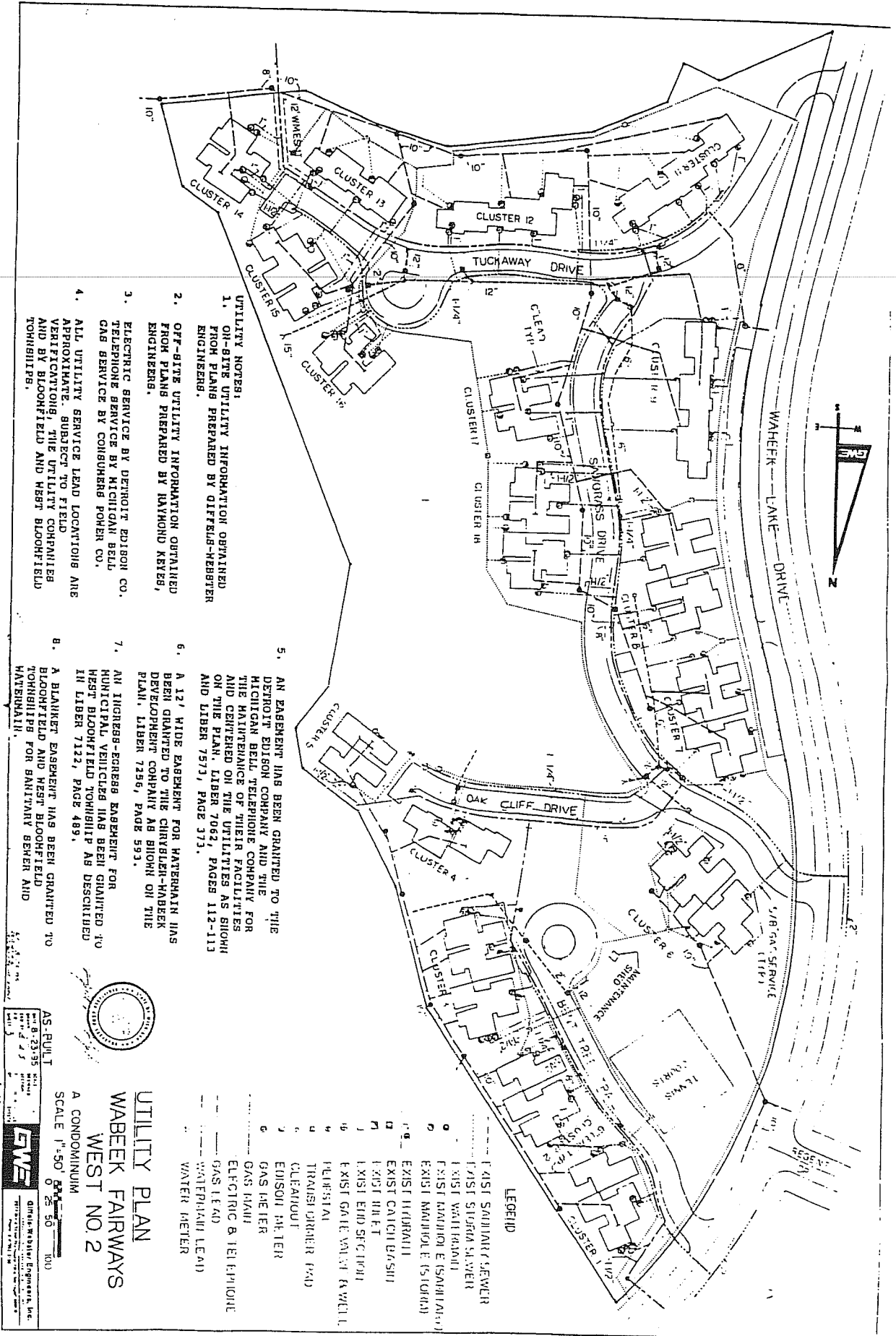
WABEEK FAIRWAYS WEST #2 IS A MULTI-PHASE CONDOMINIUM PROJECT. THE ASTERISK (\*) INDICATES AMENDED, OR ARE HEREIN SHEETS WHICH ARE DATED 8-23-95. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL TO SHEETS PREVIOUSLY RECORDED.

SURVEYOR'S CERTIFICATE  
I, ROBERT D. MOYER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN SHOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVI- SION PLAN NO. 237 AS SHOWN ON THE

NO.	DESCRIPTION
1.	TITLE, DESCRIPTION, CERTIFICATES
2.	SITE & SURVEY PLAN
3.	UTILITY PLAN
4.	UNIT PLAN "D"
5.	UNIT PLAN "H-1" & "H-2"
6.	UNIT PLAN "B-2"
7.	UNIT PLAN "P-1 & P-2"
8.	NOT USED
9.	UNIT PLAN "U"
10.	PERIMETER PLAN, CLUSTER 1
11.	PERIMETER PLAN, CLUSTER 2
12.	PERIMETER PLAN, CLUSTER 3
13.	PERIMETER PLAN, CLUSTER 4
14.	PERIMETER PLAN, CLUSTER 5
15.	PERIMETER PLAN, CLUSTER 6
16.	PERIMETER PLAN, CLUSTER 7
17.	PERIMETER PLAN, CLUSTER 8
18.	PERIMETER PLAN, CLUSTER 9
19.	NOT USED
20.	PERIMETER PLAN, CLUSTER 11
21.	PERIMETER PLAN, CLUSTER 12
22.	PERIMETER PLAN, CLUSTER 13
23.	PERIMETER PLAN, CLUSTER 14
24.	PERIMETER PLAN, CLUSTER 15
25.	PERIMETER PLAN, CLUSTER 16
26.	PERIMETER PLAN, CLUSTER 17

AS-BUILT  
DATE 8-23-95  
GWS  
Giffels-Webster Engineers, Inc.  
2871 BOND STREET  
ROCHESTER HILLS, MICHIGAN 48309





**Articles of Incorporation  
& Certificate of  
Amendment**

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: <b>SEP 12 1977</b>	<p><b>FILED</b></p> <p>Michigan Department of Commerce</p> <p>SEP 16 1977</p> <p><i>Robert H. Schubert</i> DIRECTOR</p>
NAME OF CORPORATION: Wabek Fairways West #2 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 Act No. 327 of the Public Acts of 1931, as amended and Act 284, Public Acts of 1972, as follows:

ARTICLE I

The name of the corporation is Wabek Fairways West #2 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 Wabek Fairways West #2, a condominium, (hereinafter 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 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 apartment 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 Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws 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 Bylaws or by Act No. 229 of Public Acts of 1963, 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: 1530 W. Long Lake Road, Bloomfield Hills, Oakland County, Michigan.

Post Office address of the first registered office is: P. O. Box 187, Bloomfield Hills, Michigan 48013.

#### ARTICLE IV

The name of the first resident agent is: Richard A. Coleman.

#### 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 is as follows:

Richard A. Coleman, 1530 W. Long Lake Road, Bloomfield Hills, Michigan 48013

Richard T. Gieryn, 1750 Tiverton Road, Bloomfield Hills, Michigan 48013

Lorne D. Keller, 6051 Wellesley Court, West Bloomfield, Michigan 48033

#### ARTICLE VII

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

Richard A. Coleman, 1530 W. Long Lake Road, Bloomfield Hills, Michigan 48013



Richard T. Gieryn, 1750 Tiverton Road, Bloomfield Hills,  
Michigan 48013

Lorne D. Keller, 6051 Wellesley Court, West Bloomfield,  
Michigan 48033

#### ARTICLE VIII

The term of corporate existence is perpetual.

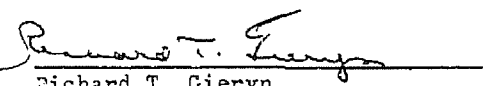
#### ARTICLE IX

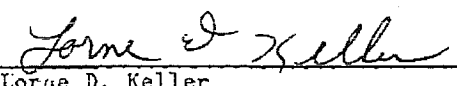
The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- (a) Each co-owner (including the Developer) of an apartment 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 qualification for membership of any co-owner) shall be established by acquisition of fee simple title to an apartment 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 apartment 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 apartment in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

We, the incorporators, sign our names this 6<sup>th</sup> day of September,  
1977.

  
Richard A. Coleman

  
Richard T. Gieryn

  
Lorne D. Keller

# *Michigan Department of Labor & Economic Growth*

## *Filing Endorsement*

*This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION*

*for*

*WABEEK FAIRWAYS WEST II ASSOCIATION*

*ID NUMBER: 839188*

*received by facsimile transmission on November 12, 2008 is hereby endorsed*

*Filed on November 12, 2008 by the Administrator.*

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

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 12TH day of November, 2008.*



, Director

*Bureau of Commercial Services*

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES  
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received		(FOR BUREAU USE ONLY)
Name <b>Mark F. Makower</b>		EFFECTIVE DATE:
Address <b>38525 Woodward Ave., Suite 2000</b>		
City <b>Bloomfield Hills</b>	State <b>Michigan</b>	
Zip Code <b>48304</b>		

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

**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 (non profit corporations), the undersigned corporation executes the following Certificate:*

1 The present name of the corporation is: **Wabeek Fairways West #2 Association**

2 The identification number assigned by the Bureau is:

**839-188**

3. The location of the registered office is:

6632 Telegraph Rd # 347 Bloomfield Hills Michigan 48301  
(Street Address) (City) (Zip Code)

4. The name of the Corporation is changed to **Wabeek Fairways West II Association.**

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

**SEE ATTACHED ADDENDUM.**

5. (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 \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Name)

6. (For profit corporations, and for nonprofit corporations whose articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 30th day of June, 2008 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

☒ at a meeting. The necessary votes were cast in favor of the amendment

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

☐ by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 28<sup>th</sup> day of October, 2008.

By John A. Candela  
(Signature of President, Vice-President, chairperson or vice-chairperson)

JOHN CANDELA President  
(Type or Print Name) (Type or Print Title)

## 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 in Sections 2.(a)-(e), 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.

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

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (b) The volunteer was acting in good faith.
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (d) The volunteer's conduct was not an intentional tort.
- (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

## Article XII

### Indemnification

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

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

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

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

Section 4. Advance Payment of Expenses. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the director, officer, or volunteer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

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

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

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





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## **REGULATION – Wabeek Fairways West II Condominium Association**

### **Annual Meeting**

*WFW II Bylaw reference: Article IX, Sections 1-6 (pages 25-26) and Article VIII Membership and Voting, Section 1(F and G) (page 24) of the Amended and Restated Bylaws*

One meeting of the co-owners is held annually in October, unless the Board determines a necessity for change. All co-owners are advised a minimum of ten (10) calendar days prior to meeting. Thirty-five percent (35%) of the Co-owners qualified to vote either in person or by proxy shall constitute a quorum for continuing the annual meeting.

Any Co-owner unable to attend the meeting may send a signed proxy statement to the Property Manager to be voted as indicated by the Co-owner on the proxy. Any proxy statement given to another Co-owner to vote, may also have indication as to how the Co-owner wishes the vote to be cast or indicate that the proxy holder may determine how to vote.

As stated in Article IX, Section 1, meetings of the Association members shall be guided by Roberts Rules of Order or some other generally recognized manual of parliamentary procedure.

Traditionally at an Annual Meeting of the WFW II Condo Association the Agenda may include but is not limited to the following items in a sequence determined by the Board of Directors.

- Call to Order and Welcome
- Introduction of New Co-owners and Self Introduction of Co-owners
- Treasurer's Report and Review of Budget followed by questions
- President's Report followed by questions
- Introduction of Board of Director Candidates with opportunity to briefly present their background and respond to questions. Followed by the vote for Directors (Ballots are tabulated by Property Manager with assistance as required.)
- New Business and/or Old Business
- Election Results - Unless slate accepted by acclamation
- Co-owner questions of a general nature relating to the Association
- Adjournment

Minutes or similar record of proceedings, signed by the President or Secretary shall be presumed truthfully to evidence the proceedings of the meeting.

## **REGULATION – Wabeek Fairways West II Condominium Association**

### **Budget Development**

*WFW II Bylaw reference: Article XI Officers, Section 7 Treasurer - and Article XII Finances, Sections 1, 2, 3 - (page 31) and Article II, Section 3(D) (pages 2-3) – Reserve Fund -- of the Amended and Restated Bylaws*

Based on the previous year's budget, and actual expenditures, the treasurer shall create a proposed budget for review with fellow Board Members after having reviewed it with the designated Property Management accountant to determine that all figures are correct.

The proposed budget shall be reviewed by the board during their meeting the month prior to the annual meeting. Once approved by the majority of the board, it shall be given to the Property Manager. The treasurer will review the budget with co-owners at the Annual Meeting.

A copy of the budget will be included in the packet mailed to all co-owners following the annual meeting.

If during the fiscal year, it becomes necessary to use Reserve Funds to minimize a negative impact on the approved budget to cover unanticipated or excessive expenses, the transfer of funds must be discussed and voted on by the board. Prior to the Board discussion and vote, the treasurer should meet with the Property Management accountant to determine both the impact and advisability of usage of Reserve Funds.

*Board Approved 5/11/2015  
Effective 8/15/2015*

## **REGULATION - Wabeek Fairways West II Condominium Association**

### **GENERATOR GUIDELINES AND REQUIREMENTS**

WFW II Bylaws reference: Article VI, Section 2-A of the Amended and Restated Bylaws (pages 13 and 14)

1. Determine what household systems are desired *or needed* to operate should a power loss occur:
  - Items to consider for supplying temporary electrical power may include garage door opener, range, oven, rooms to light, refrigerator, furnace and air conditioning.
2. Contact the Association Property Manager concerning approval for the installation of a generator.
  - The Association focus is on the location, screening, size, noise and exhaust potential.
  - A review of the Association bylaws indicated above will ensure compliance.
  - If desired, an Association representative may assist the owner with the procedure to acquire a generator approval.
3. Determine the size of generator needed, based on the temporary power desired.
  - Consult with a licensed electrician and or generator supplier to best determine the size of the generator to be installed. Normally, a generator having 12,000 KW will power most of the residence.
  - Only natural gas powered generators are approved in WFW II.
  - Inquire about what material is used for the generator cover – metal or plastic.
  - Consider the number of access panels to insure the ease of servicing the generator.
  - Consider adding a “whole house” surge protector to the circuit breaker panel.
4. Contact your Township Building Department to determine, if there is a Generator Ordinance. All generators must be approved by the WFW II Board of Directors AND the applicable Township Building Department PRIOR to installation.
  - Please note that generators require regular maintenance. Items that will need annual maintenance may include oil change, filter change, spark plug changes and other technical adjustments.

## Generator Guidelines and Requirements Continued...

5. Required documents to be submitted to the Board for approval include:
  - Completion of Architectural Modification Form from co-owner indicating detailed information about the generator project and submit to the Property Manager. Information should include:
    - Drawing and/or photograph of proposed generator location
    - Bid copy from a licensed and insured contractor.
    - Provide an insurance certificate/confirmation that names Wabeek Fairways West II as an additional insured to protect the condominium Association for liability purposes.

## **REGULATION – Wabeek Fairways West II Condominium Association**

### **LEASING AND RENTAL OF UNITS**

*WFW II Bylaws reference: Article VI, Section 1A + 1B (page 13) and Section 4A + 4B (pages 14, 15, 16) of the Amended and Restated Bylaws*

1. All units are intended for single family use. Occupancy is restricted by the size of bedrooms and other areas within the Unit.
2. A co-owner desiring to rent or lease a condominium unit shall disclose that fact in writing to the Board of Directors and/or Property Manager at least twenty-one (21) days before presenting a lease form to a potential lessee. A copy of the lease must be approved by the Board. The Property Manager will keep a copy of the approved lease on file.
3. A signed lease must be provided to Property Manager within fourteen (14) days.
4. All leases shall be for an initial term of no less than 1 year.
5. The lessee will comply with all condominium documents including Rules and Regulations.
6. Under no terms will transient tenants be accommodated. A transient tenant is a non-co-owner residing in a Unit for less than sixty (60) days.
7. The Property Manager is to be advised if a tenant plans to renew his/her lease. A copy of the extension lease should be provided within fourteen (14) days of signing.

*Board Approved: 6/8/2015*  
*Effective: 8/15/2015*

## **REGULATION – Wabeek Fairways West II Condominium Association**

### **Modification Request Requirements**

*WFW II Bylaw reference: Article VI, Section 2 of the Amended and Restated Bylaws (pages 13-14):*

1. Any Architectural Modification performed to an individual condominium unit must have prior approval of the board. This Regulation is applicable to exterior modification and structural modifications to interior walls through or in which there exist easements for support of utilities per Association Bylaws – Article VI, Section 2 on pages 13-14 as referenced above.
2. A Request for Architectural Modification Form provided by the Property Manager must be completed and returned to the Property Manager for submission to the Board of Directors for approval prior to a modification project being initiated.
3. Upon receipt of the completed Request for Architectural Modification Form, the Property Manager will send a copy to Board Members for approval. Board Members are expected to respond within 48 hours with questions, approval or denial.
4. The Request for Architectural Modification Form must be completed by the co-owner or their contractor and signed by the co-owner. It must include:
  - complete written description of work to be done
  - copy of contractor's proof of insurance, workman's comp and liability Insurance (unless already on file at Highlander Group)
  - if applicable, a schematic drawing of the proposed project
  - picture of the modification area or site
  - projected date of work (1 day project) or projected start and end dates of project
  - prior to start of project, a copy of township permits must be submitted to Property Manager.
5. It is the responsibility of the co-owner to contact the Township to determine if there are permits or other compliance obligations.

#### **To Be Noted:**

Contact the Property Manager for a copy of the Architectural Modification Form or if any question regarding the anticipated work.

*Board Approved 5/11/2015*

*Effective 8/15/2015*

## **REGULATION – Wabeek Fairways West II Condominium Association**

### **Project Quotes Process**

*WFW II Bylaws reference: Article X, Section 4 Professional Management (page 28) and Article X, Section 3 - Powers and Duties and Section 3(1) Management and Administration - (page 27) of the Amended and Restated Bylaws*

Engaging a contractor on small or large projects whether it is routine maintenance or a major capital improvement project may follow the established guidelines. Every effort should be made to provide co-owners prompt, high quality service, and to protect the integrity of the Board and Association. This approval or denial can be via email or phone unless the Board deems it in the best interest of the Association to have a brief meeting.

1. In an effort to provide all co-owners excellent service for regular routine maintenance projects less than \$1,500, the request can be initiated by the Property Manager without prior approval of the board. Property Manager should use contractors previously vetted by the Association through prior services or recommendations.
2. Services or projects expected to be between \$1,501-\$4,000 must have approval of a majority of the Board. Responses are required within 48 hours of notification. The Property Manager should use contractors previously vetted by the Association.
3. Projects or services expected to be between \$4,001-\$8,000 must have at least two (2) bids. The property manager will issue the request for written bids. All contractor bids are to be sent directly to the property manager. These expenditures must be approved by a majority of the Board after review and discussion of the bid. The vote will be recorded in the meeting minutes. The Property Manager shall advise the contractors of acceptance or denial of bids.
4. Projects or services expected to be over \$8,001 should have at least three (3) bids. The Property Manager will issue the request for written bids to prospective contractors. All contractor bids shall be sent directly to the Property Manager. These expenditures must be approved by a majority of the Board after review and discussion of the bid. The vote will be recorded in the meeting minutes. The Property Manager is to advise the contractors of acceptance or denial of bids.
5. The Board reserves the right to approve projects that have fewer bids than suggested in this regulation.

*Board Approved 5/11/2015  
Effective 8/15/2015*



## **REGULATION – Wabeek Fairways West II Condominium Association**

### **Satellite Dish Procedure**

*WFW II Bylaws reference: Article VI, Section 2A (pages 13 and 14) of the Amended and Restated Bylaws*

A single satellite dish antenna is permitted per unit, subject to submission of an Architectural Modification Request Form prior to approval by the Association's Board of Directors.

The installation may not be greater than nineteen (19) inches in diameter and must be placed in the most unobtrusive location possible that will not degrade the signal. The antenna may not: extend above the peak of the roof line, in any way compromise the aesthetics of the overall setting or in any way interfere with the view of other co-owners.

A drawing, showing the type, size and manufacturer of the antenna, proposed location, and method of attachment such as strapping, screws or silicone, and the name of the installing company must be provided on the Architectural Modification Request Form. Approval of the Architectural Modification Request Form must be received prior to the installation being initiated.

The co-owner agrees that any exterior damage such as, but not limited to holes in shingles, siding or masonry and any interior damage due to water leaks or any injury to persons from the installation are exclusively the responsibility of the co-owner. Upon sale of the unit, if so requested the co-owner agrees to remove the antenna and restore the area to the original condition. Reasonable wear and tear is accepted.

*Original: 9/2000*

*Revised: 4/2012*

*Board Approved 5/11/2015*

*Effective 8/15/2015*

## **REGULATION – Wabeek Fairways West II Condominium Association**

### **Tree, Shrub, and Bush Removal**

*WFW II Bylaw reference: Article IV, Section C-1 (a) (page 7) and Article IV, Section 1 C, (1) (a) (ii, x, and xii) (pages 7-9) of the Amended and restated Master Deed and Bylaws.*

The removal of trees, shrubs, and bushes is a service provided by the Association as opposed to the maintenance of plantings.

#### Co-owner Responsibilities:

Care and nurturing maintenance of plants, such as trimming, fertilizing, and weeding, but not removal.

Maintenance may include plantings in the Limited and General Common Areas of their respective unit, contingent on the language of the applicable Bylaws concerning owner installed landscaping and other defined modifications, such as pavers and decks.

Trimming of courtyard trees and other plantings, unless otherwise confirmed by the Association's Bylaws and the Board of Directors

Notifying Property Manager in the event there is a tree, shrub, or bush in need of removal.

#### Association Responsibilities:

Upon co-owner request for tree, shrub, or bush removal, the property manager will process the specifics of the removal with regard to what shall be removed, a contractor, and a date to complete the requested removal.

Should removal be denied, the co-owner will be notified in writing with the reason(s) for declination within ten (10) business days. The co-owner shall have the right to appeal and present such, in person, at a meeting with at least three (3) Board Members.