

DEPARTMENT OF COMMERCE
CORPORATION & SECURITIES BUREAU

File #70-24

In the Matter of:

The Slavik Company and The Slavik-Dixner
26011 Evergreen Road
Southfield, MI

(Developer)

FAIRWOOD VILLAS CONDOMINIUM
CONSOLIDATED MASTER DEED
Great Oaks Blvd.
Oakland County
Michigan

(Project)

ORDER

CERTIFICATE OF APPROVAL OF CONSOLIDATING MASTER DEED

An Application having been duly made and examined, and

1. A Certificate of Approval of Master Deed for Fairwood Villas having been entered on November 7, 1972, and recorded on December 12, 1972, in Liber 5999, pages 234 through 266, in the Oakland County Register of Deeds,
A Conditional Permit To Sell having been entered on December 26, 1972, and
2. A Certificate of Approval of Amendment To Master Deed for Fairwood Villas having been entered on September 23, 1977, and
3. A Certificate of Approval of Master Deed for Fairwood Villas Section #2 having been entered on September 12, 1973, and recorded on September 18, 1973, in Liber 6170, pages 595 through 614 in the records of the Oakland County Register of Deeds,
A Conditional Permit To Sell having been entered on September 19, 1973, and
4. A Certificate of Approval of Amendment To Master Deed for Fairwood Villas Section #2, having been entered on September 28, 1977, and
5. A Certificate of Approval of Second Amendment To Master Deed for Fairwood Villas Section #2, having been entered on December 23, 1977, and

RECORDED
OAKLAND COUNTY, MICHIGAN
REGISTER OF DEEDS
1982 FEB 16 PM 3:58
LYNN D. ALLEN
CLERK-REGISTER OF DEEDS

6. A Certificate of Approval of Master Deed for Fairwood Villas - Section III, having been entered on September 25, 1978, and recorded on October 5, 1978, in Liber 7332, pages 764 through 789, in the Oakland County Register of Deeds Office, and

A Conditional Permit To Sell, having been entered on October 13, 1978, and

Therefore, a Certificate of Approval of Consolidating Master Deed for the above condominium is hereby given to the developer, pursuant to Act 59, Public Acts of 1978, as amended, subject to the following conditions:

- (a) That all existing and future co-owners in the above condominium be supplied with copies of the Consolidating Master Deed.
- (b) That this order be recorded with the County Register of Deeds at the same time as the Consolidated Master Deed itself is so recorded.
- (c) That this Consolidated Master Deed supersede all previously recorded Master Deeds.

This Certificate of Approval of Consolidating Master Deed becomes effective immediately upon recording.

MICHIGAN DEPARTMENT OF COMMERCE

EC Mackey

E. C. Mackey, Director
Corporation & Securities Bureau
6546 Mercantile Way
P. O. Box 30222
Lansing, Michigan 48909

Dated: January 21, 1982
Lansing, Michigan

Return to:

Thomas Beale
17117 W. Nine Mile
Southfield, MI 48075

FAIRWOOD VILLAS CONDOMINIUMCONSOLIDATED MASTER DEED

(Replat No. 1 of Fairwood Villas Condominium, Phase I, Oakland County Condominium Subdivision Plan No. 116, Fairwood Villas Condominium, Phase II, Oakland County Condominium Subdivision Plan No. 152, and Fairwood Villas Condominium, Phase III, Oakland County Condominium Subdivision Plan No. 248.)

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 346

This Consolidated Master Deed made and declared the day and year written below by The Slavik Company, a Michigan corporation, and by Slavik-Dixner, a joint venture consisting of The Slavik Company and of The Dixner Company, a Michigan corporation, (all the foregoing hereinafter sometimes jointly referred to as "Developer") whose address is 26011 Evergreen Road, Southfield, Michigan.

1. By recording three successive master deeds in the records of Oakland County, The Slavik Company and the Slavik-Dixner venture established Fairwood Villas Condominium in three successive phases. The Slavik Company established and built phases I and II of the condominium, and the Slavik-Dixner venture established and built phase III. Phase I of the Condominium, designated as Oakland County Condominium Subdivision Plan No. 116 was recorded in liber 5999, pages 234 through 266, Oakland County Records. Phase II of the Condominium, designated as Oakland County Condominium Subdivision Plan No. 152 was recorded in liber 6170, pages 596 through 614, Oakland County Records. Phase III of the Condominium, designated as Oakland County Condominium Subdivision Plan No. 248, was recorded in liber 7332, pages 766 through 789. Pursuant to the provisions of each of the aforesaid master deeds, the Developer now hereby amends, consolidates and replats the three phases of the Condominium into a single condominium complex consisting 69 residential condominium units as hereafter described. Said phases were established pursuant to Act 229 of the Public Acts of 1963. This Consolidated Master Deed is made pursuant to Act 59 of the Public Acts of 1978.

2. The parcel of land comprising the consolidated condominium is situated in Avon Township, Oakland County, Michigan, more particularly described as follows:

15-10-351-005	A parcel of land in the S.W. 1/4 of section 10, T. 3 N.,
026	R. 11 E., Avon Township, Oakland County, Michigan,
029	described as beginning at a point distant N. 0°00'17" W.
052	800.00 ft. along the west line of said section 10 and N.
053	89°33'40" E. 60.00 ft. from the S.W. corner of said
075	section 10 to the point of beginning being on the east
	right-of-way line of Livernois Road; proceeding thence
	N. 0°00'17" W. 580.00 ft. along said east right-of-way
	line; thence N. 89°33'40" E. 215.00 ft.; thence S.
	71°43'17" E. 678.82 ft.; thence S. 15°00'00" E. 100.00
	ft.; thence S. 35°00'00" W. 260.00 ft.; thence S.
	35°00'00" E. 65.00 ft.; thence S. 89°33'40" W. 773.57
	ft. to the point of beginning; said parcel containing
	9.49 acres.

3. The affairs of the condominium shall be managed by Fairwood Villas Condominium Association, a Michigan non-profit corporation, pursuant

with law will set up

7/2/00

to the Condominium Bylaws attached to the phase III master deed as exhibit A and recorded in Liber 7332, pages 772 through 782 inclusive and are attached hereto as exhibit A.

4. The condominium subdivision plans attached as exhibit B to each of the master deeds for phases I, II and III are amended, replatted and consolidated into the consolidated condominium subdivision plan (hereafter the "Plan") which is attached to this Consolidated Master Deed.

5. There are sixty-nine individual condominium units in the condominium. Each unit is for residential purposes only and is capable of individual use, having its own exit to a common element of the condominium. Each co-owner of an individual unit will have a particular and exclusive property right to his or her unit, and also an undivided and inseparable interest in the common elements of the condominium as hereinafter set forth.

6. The condominium units, including their number, boundaries, dimensions, area and the volume of each unit are described and defined in the Plan. The boundary limits of each unit include all that interior space enclosed by the heavy black line around the entire perimeter of each unit. In determining the dimensions of the unit, each unit shall be measured from interior finished and unpainted surfaces at the main walls and ceilings, and from the interior surface of the finished sub-floors.

7. Limited common elements are elements of the condominium which are reserved in this Consolidated Master Deed for the use of one or more co-owners of the units specified herein, to the exclusion of the co-owners of the remaining units. The limited common elements of this condominium are:

(a) The balconies, patios and garden courts in the condominium are restricted in use to owners of the respective units which open onto such balconies, patios, garden courts and porches.

(b) Each entrance walkway giving access to one or more garden courts is limited in use to the co-owner or co-owners entitled to the use of such garden courts.

(c) Each driveway immediately adjacent to a condominium unit is limited in use to the co-owner of such unit as shown on Exhibit B.

(d) The surfaces of main walls, ceilings and floors within a unit, and the windows and doors opening into a unit, shall be subject to the exclusive use and enjoyment of the co-owner of such unit.

8. Each co-owner of a unit in the condominium shall have the right to the use and enjoyment of all the general common elements of the condominium. The general common elements of the condominium shall consist of all of the elements of the condominium which are not designated as part of an individual unit in paragraph 6 above, or as a limited common element in paragraph 7 above. General common elements shall include by way of illustration but not limitation, the swimming pool and bathhouse, the land, including roads, sidewalks (other than those heretofore designated as limited common elements) and parking lots, the foundations, main walls, roofs, ceilings and floors, the utility systems, including fittings and connections within individual units, but not including plumbing fixtures, lighting fixtures or telephones within individual units.

9. The value of each condominium unit is stated as a percentage of the overall value of the condominium. For the purpose of assigning percentages, the total value of the condominium is stated to be one hundred

(100). The percentages shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration of the association, each co-owner's undivided interest in the common elements and the value of each co-owner's vote or votes at meetings of the association of co-owners. Percentages may not be altered in any way except with the unanimous consent of all the co-owners expressed in an amendment to this Consolidated Master Deed duly approved and recorded. Percentages of value in this Consolidated Master Deed have been calculated according to the ratio that the square footage of each unit, as shown on the Plan, bears to the aggregate square footage of all units. The percentage of value of each unit is as follows:

<u>Unit</u>	<u>Percentage of Value</u>
1	1.62
2	1.59
3	1.37
4	1.29
5	1.29
6	1.37
7	1.30
8	1.30
9	1.37
10	1.28
11	1.35
12	1.36
13	1.36
14	1.36
15	1.37
16	1.34
17	1.35
18	1.37
19	1.37
20	1.37
21	1.37
22	1.35
23	1.35
24	1.37
25	1.37
26	1.37
27	1.37
28	1.35
29	1.34
30	1.37
31	1.37
32	1.37
33	1.36
34	1.65
35	1.62
36	1.30
37	1.37
38	1.64
39	1.66
40	1.29
41	1.37
42	1.66
43	1.66
44	1.37
45	1.29

<u>Unit</u>	<u>Percentage of Value</u>
46	1.66
47	1.61
48	1.30
49	1.30
50	1.61
51	1.66
52	1.66
53	1.63
54	1.30
55	1.37
56	1.63
57	1.66
58	1.64
59	1.65
60	1.37
61	1.37
62	1.66
63	1.63
64	1.63
65	1.66
66	1.37
67	1.37
68	1.66
69	1.63

10. The following easements are hereby created:

(a) There shall be a permanent easement in favor of the Association for the maintenance and repair of all of the common elements in the condominium.

(b) There shall be a permanent easement in favor of the Association and in favor of public utilities to, through and over those portions of the land, structures, buildings and interior walls contained therein, as may be reasonable for the installation, maintenance and repair of all utilities in the condominium.

(c) There shall be permanent reciprocal easements among, by and on behalf of all the co-owners, so that in the event any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling, or moving of the building, an easement shall exist for the maintenance of such encroachment for so long as the encroachment exists.

(d) There shall be an easement in favor of the Association for the installation, maintenance and operation of sump pumps in the basement of any unit, whether such sump pumps service one or more units. There shall be an easement in favor of the Association and the appropriate utility company for the installation, maintenance, operation and reading of utility meters in the interior of any unit, whether such water meters service one or more units.

11. There shall be a covenant enforceable against each co-owner that the co-owner shall not use any unit or any of the common elements in the condominium in any manner inconsistent with the purposes hereof, or in any manner which will unreasonably interfere with or impair the right of another co-owner in the use and enjoyment of any unit or the common elements.

12. The cost of electricity supplied to an individual unit and the cost of maintenance of outside compressors shall be an expense of the owner, and not of the Association. The cost of all other utilities (except as stated in paragraph 13 below), and the cost of maintenance and repair of all the common elements, limited and general, of the condominium, shall be an expense of the Association. Except for common elements, the cost of maintenance and repair of the interior of a unit, including the surfaces of walls, ceilings and floors, and including utilities and plumbing fixtures, shall be an expense of the individual co-owner of the unit, and not of the Association.

13. Notwithstanding any contrary provision of this Consolidated Master Deed or the condominium bylaws, each co-owner's proportionate share of Association expenses, and the monthly assessment levied by the Association therefore, shall be determined in the following manner:

(a) Each co-owner of a unit having an individual gas meter shall pay, on the basis of the unit's percentage of value, a proportionate share of all Association expenses other than the expense of heating units which do not have individual gas meters.

(b) Each co-owner of a unit which does not have an individual meter for gas shall pay, on the basis of the unit's percentage of value, a proportionate share of all Association expenses other than the expense of heating units not having individual gas meters, and shall also pay a proportionate share of the Association's expenses for heating units not having individual gas meters. Each co-owner's percentage share of the Association's expense of heating non-metered units shall be a percentage which is determined by multiplying the unit's percentage of value as stated in the Consolidated Master Deed by a fraction, the numerator of which is 100, and the denominator of which is the total of the percentages of value of all units not having meters for gas.

(c) The Association shall maintain a separate account for that portion of monthly assessments received for payment of gas heat and shall not use such funds for any other expenses of the Association.

14. The Association may record amendments to this Consolidated Master Deed to correct survey or other errors of a technical nature, providing that such amendment shall be made only with the prior approval of the Michigan Department of Commerce. In the event that the condominium is totally or partially damaged or destroyed, or partially taken by eminent domain, this Consolidated Master Deed may be amended to accomplish repair, reconstruction or disposition of the property, as provided in the condominium bylaws.

15. Except as stated above, this Consolidated Master Deed may not be amended unless all of the co-owners, and all mortgagees of record having interests in the condominium, unanimously agree to such amendment.

16. As required by the Michigan Condominium Act, the Association shall keep current copies of this master deed, any amendments hereto, and

other condominium documents for the condominium available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees of units.

IN WITNESS WHEREOF, The Slavik Company and the Slavik-Dixner venture have caused this Consolidated Master Deed to be executed the 9th day of February, 1982.

WITNESS:

THE SLAVIK COMPANY,
a Michigan corporation

Mary F. Seder
Mary F. Seder
Cheryl A. Komring
Cheryl A. Komring

By: Stephan F. Slavik, Sr.
Stephan F. Slavik, Sr.

Its: President

Mary F. Seder
Cheryl A. Kohnring

SLAVIK-DIXNER A Joint Venture

By: THE SLAVIK COMPANY,
a Michigan corporation

By: Stephan F. Slavik, Sr.
Stephan F. Slavik, Sr.

Its: President

-and-

By: THE DIXNER COMPANY,
a Michigan corporation

Nancy A. Park
Nancy A. Park

Kathleen E. Iocca
Kathleen E. Iocca

By: J. Kenneth Dixon
J. Kenneth Dixon

Its: President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 9th day of February, 1982, before me personally appeared Stephan F. Slavik, Sr., to me personally known, who being by me duly sworn, did say that he is the President of The Slavik Company, and that the instrument herein was signed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Cheryl A. Koning
Mortuary Public
Oakland County,
Michigan.

My Commission expires: CHERYL A. KOHRING
Notary Public, Oakland County, Mich.
My Commission Expires June 30, 1985

STATE OF MICHIGAN)
)SS
 COUNTY OF OAKLAND)

On this 9th day of February, 1982, before me personally appeared J. Kenneth Dixner, to me personally known, who being by me duly sworn, did say that he is the President of The Dixner Company, and that the instrument herein was signed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Nancy A. Park

Nancy A. Park
 Notary Public, Wayne County acting in
 Oakland County,
 Michigan

My Commission expires: April 25, 1983

Drafted by and when
 recorded return to:

Thomas J. Beale, Esq.
 Hyman, Gurwin, Nachman, Friedman & Winkelman
 17117 West Nine Mile Road, 16th Floor
 Southfield, Michigan 48075

EXHIBIT A

CONDOMINIUM BY-LAWSFAIRWOOD VILLAS CONDOMINIUM ASSOCIATION

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. The affairs of the Association shall be regulated by the By-Laws herein, which By-Laws shall be recorded as an exhibit to the Master Deed and shall be known as "Condominium By-Laws". The Association may adopt by-laws to govern the operation of the Association as a corporate entity which shall be known as "Corporate By-Laws" and shall be supplemental to the By-Laws herein.

Section 2. The affairs of the condominium shall be administered by the Association in accordance with the Condominium By-Laws. The Board of Directors of the Association may appoint other persons, firms or corporations to manage the condominium.

Section 3. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner of an apartment in the Condominium shall become a member of this Association by delivering to the Board of Directors of the Association a deed or other instrument establishing title to an apartment in the Condominium in the name of such Co-owner. No other person or entity shall be entitled to be members, except that the Developer shall be a member until such time as all of the apartment units in the Condominium have been conveyed to individual purchasers.

(b) No Co-owner may assign, pledge, or transfer any of his interests as a member of the Association except as an appurtenance to his apartment unit; provided, however, that Co-owners may cast their vote by proxy as stated herein.

(c) Each Co-owner shall be entitled to one (1) vote, the value of which shall equal the percentage allocated to the apartment owned by such Co-owner as set forth in the Master Deed. Voting shall be by value except in those instances where voting is required to be in value and in number.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Co-owners of the Association until he has established his membership pursuant to subparagraph (a) above. The vote of each Co-owner may be cast by such Co-owner or by the individual designated by such Co-owner in the notice provided for in subparagraph (e) below or by proxy given by such designated individual.

(e) Each Co-owner may file a written notice with the Association designating the individual 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 designated, the number or numbers of the apartment or apartments owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

(f) The first annual meeting of the Co-owners as Members of the Association shall be called within one hundred twenty (120) days after conveyance by the Developer of eighty (80%) per cent in value and in number of the apartments in the Condominium Project as described in Exhibit C to the Master Deed. If the first annual meeting of Co-owners has not been called and more than one year has elapsed since a Permit to Sell apartments in the Condominium was issued by the Michigan Department of Commerce, the Developer shall call such a meeting if a petition therefor is signed by the Co-owners of twenty (20%) per cent in value and number of the apartments in the condominium. Other meetings shall be held as are provided for in the corporate by-laws of the Association. At least ten (10) days notice of the time, place and subject matter of all meetings shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

(g) The presence in person or by written consent of one-fourth of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association.

(h) Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A simple majority in value of those voting in person or by proxy shall be sufficient for the transaction of all business of the Association, except on those matters where a greater vote is required by these By-Laws or by statute or regulation of the Michigan Department of Commerce.

Section 4. The Board of Directors of the Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts shall be open for inspection by the Co-owners during reasonable working hours and shall be audited annually by qualified auditors. The cost of such audits shall be an expense of administration.

Section 5. Each member of the Board of Directors must be a Co-owner of the Association with the exception of the first Board of Directors designated in the Articles of Incorporation of the Association.

ARTICLE II

ASSESSMENTS

Section 1. The Association shall be assessed as the entity in possession of all tangible personal property of the Condominium as possessed in common by the Co-owners. All such personal property taxes shall be treated as an expense of administration.

Section 2. All costs incurred in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Section 15 of Public Acts 229 of 1963, as amended; 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.

Section 3. 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 apartment in the Master Deed, without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to an apartment. Assessments shall be due and payable at such times as the Association shall determine, commencing with the acceptance of a deed to an apartment. Subject to the provisions of Section 4 of Article VII, of these Condominium By-Laws, all assessments shall constitute a lien on such apartment from the date of assessment and such lien shall be prior to all other liens except liens for taxes by any Federal, state, county or local government, and all sums unpaid on a first mortgage of record. 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. Assessments in default shall bear interest at the rate of seven (7%) per cent per annum until paid in full.

Section 4. No Co-owner may except 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 apartment, or by the sale or transfer of his apartment to a third party except that assessments made after said third party is accepted and qualified as a member shall be assessed to the third party.

Section 5. The Association may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of the lien securing payment. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the apartment from the Co-owner thereof. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees, shall be chargeable to the Co-owner in default. The Association may also discontinue the furnishing of any services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

ARTICLE III

ARBITRATION

LIBER 8147 PAGE 452

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Master Deed, Condominium By-Laws, Corporate By-Laws or any agreement with independent persons providing for the management of the Condominium, or any disputes, claims or grievances arising among or between Co-owners or between 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, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The most recent version of the Commercial Arbitration Rules of the American Arbitration Association shall be applicable to any such arbitration.

Section 2. Neither the Association nor a Co-owner shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. The Association shall carry property and casualty insurance and liability insurance and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the premises of the Condominium project, and such insurance shall be carried in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association and 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 the Co-owners. Co-owners may obtain insurance coverage at their own expense to cover their personal liability, their personal property or any contents of their respective apartments.

(b) All apartments, other improvements, buildings and other common elements in the Condominium, and the personalty of the Association 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. The Association shall also carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief. 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.

(c) All premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

(d) A Co-owner in accepting title to an apartment in the Condominium consents, constitutes and appoints the Board of Directors of the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the purchase and maintenance of all types of property and liability insurance pertaining to the Condominium, the ownership of his respective apartment and all of the common and limited elements in which he has an interest with any insurance company or group of insurance companies chosen by the Association. Without limitation on the generality of the foregoing, the Association shall have full power and authority to purchase and maintain such insurance; to collect proceeds and to distribute same to the respective parties entitled to same, or to the Co-owners and their respective mortgagees, as their interest may appear, and to execute all documents, releases and waivers and to do all things on behalf of each Co-owner and the Condominium, as shall be necessary or convenient to the accomplishment of the foregoing. 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 and 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 By-Laws, 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.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

(a) If the damaged property is a common element or an apartment, the property shall be rebuilt or repaired if any apartment in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated pursuant to Section 8 hereof.

(b) If the Condominium is so damaged that no apartment is tenantable, the damaged property shall not be rebuilt unless seventy-five (75%) per cent or more of all of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project.

Section 3. If the damage is only to a part of an apartment which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and all maintenance of the interior of his apartment. Each Co-owner shall also be responsible for the costs of any reconstruction, repair and maintenance to any other portion of the Condominium if such costs are necessitated by his negligence or misuse or the negligence or any misuse by his family, guests, agents, servants, employees or contractors and to the extent such costs are not defrayed

by the proceeds of any insurance policy. In the event damage to a Co-owner's apartment is covered by insurance held by the Association for the benefit of the Co-owner, the Association shall apply the insurance proceeds upon receipt to the cost of reconstruction and repair. The Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to an apartment caused by such common element or the reconstruction, repair or maintenance thereof.

Section 5. Immediately after a casualty causing damage to property for which the Association has the responsibility or maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the costs to place the damaged property in a condition as good as that existing before the damage.

Section 6. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair by the Association, or if at any time during reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners in sufficient amounts to provide funds to pay the estimated costs of repair. Assessments shall be made in accordance with Section 3 of Article II herein. In case of default by any Co-owner in paying such assessments, the assessment may be enforced as a lien upon the defaulting Co-owner's apartment as provided in Section 5 of Article II herein, but not by any form of personal action against the Co-owner.

Section 7. The portion of insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a Co-owner shall be paid to the Co-owner or if there is a mortgage endorsement, then to the Co-owner and the mortgagee jointly, and such proceeds shall be used for reconstruction or repair when required by these By-Laws. The Association may require reasonable assurances that the proceeds will be used for reconstruction or repair.

Section 8. After complete or partial destruction of the Condominium, as a result of any casualty, after any taking of the Condominium by eminent domain, or at any other time, the Condominium may be modified or terminated by the unanimous agreement of all of the Co-owners by vote or written consent, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. Any such termination or modification shall become effective when such agreement has been recorded with the appropriate County Register of Deeds. Any such termination or modification shall comply with the requirements of Section 9 of Public Acts 299 of 1963, as amended.

Section 9. In the event of any taking of the Condominium by eminent domain, the vote or written consent of seventy-five (75%) per cent of all of the remaining Co-owners in value and in number shall be determinative of whether to continue the Condominium. In the event of any taking of the Condominium by eminent domain and in the event the Condominium is continued, the remaining portion of the Condominium shall be resurveyed and the Master Deed and condominium subdivision plan shall be amended in accordance with law to reflect such taking and, in the event of the taking of any apartment, to proportionately readjust the percentages of value of the remaining Co-owners based upon a continuing value of the Project of 100.

ARTICLE VI

RESTRICTIONS

Section 1. No apartment in the Condominium shall be used for other than single-family residence purposes, and the common elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. No Co-owner shall make alterations or structural modifications to his apartment or to any of the common elements, limited or general, without the written approval of the Board of Directors of the Association. The Board of Directors shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium.

Section 3. A Co-owner may lease his apartment provided the occupancy is only by the lessee and his family. No rooms in an apartment may be rented and no transient tenants accommodated.

Section 4. No offensive activity shall be carried on in any apartment or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium.

Section 5. The Board of Directors of the Association may make such regulations as are reasonably necessary to the proper use and enjoyment of the Condominium by the Co-owners, provided that no regulation may be promulgated or applied in a discriminatory manner. Such regulations may be rescinded by a fifty (50%) per cent vote at a meeting of the Co-owners.

Section 6. No advertising signs (except one if not more than five (5) square feet "FOR SALE" sign for the apartment), billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any apartment, nor shall any apartment be used in any way or for any purpose which may endanger the health or unreasonably disturb the Co-owner of any apartment in the Condominium. Further, no commercial activities of any kind whatever shall be conducted in any apartment or on any portion of the Condominium, provided, further, however, the foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, by the Developer during its sales period in the Condominium and by the Association in furtherance of its powers and purposes.

Section 7. No fences, hedges or walls shall be erected or maintained in the Condominium except such as are installed or as may be installed by the Association pursuant to these By-Laws.

Section 8. The Association or its agent shall have access to each apartment from time to time during reasonable working hours, upon notice to Co-owner, as may be necessary for the maintenance, repair or replacement of any of the common elements. The corporation or its agent shall also have access to each apartment at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another apartment.

Section 9. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period of the Condominium or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and By-Laws as the same may be amended from time to time.

ARTICLE VII

MORTGAGES

Section 1. No Co-owner may mortgage his apartment or any interest therein without the approval of the Board of Directors of the Association except to an institutional lender, including without limitation, a bank, mortgage banker, pension fund, life insurance company, a State or Federal Savings & Loan Association, or a chartered State or Federal Credit Union. The approval of any other mortgagee may be granted upon conditions determined by the Association, or may be withheld. This provision shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of an apartment, nor prevent a Co-owner from accepting a purchase money mortgage from a purchaser.

Section 2. Any Co-owner who mortgages his apartment shall notify the Association through the management agent, if any, of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Apartments".

Section 3. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 4. Notwithstanding any other provision in this Master Deed or in the Condominium By-Laws or in the Corporate By-Laws, except as otherwise required by mandatory law or regulation, with respect to any first mortgage of record of a condominium unit, unless the holder of such mortgage shall otherwise consent in writing:

(a) The holder of the mortgage is entitled to written notification from the Association thirty days prior to the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of corporate manager) of the condominium project.

(b) The holder of the mortgage is entitled to written notification from the Association of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty days.

(c) Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit.

(d) Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (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).

(e) Unless all holders of first mortgage liens on individual units have given their prior written approval, the association of owners of the condominium shall not:

- (i) fail to employ a professional manager for the condominium project;
- (ii) change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project, except as may be expressly set out in the provision, if any, in the Master Deed relating to the consolidation of separate phases of the Condominium;
- (iii) partition or subdivide any unit or the common common elements of the project; nor
- (iv) by act or omission seek to abandon the condominium status of the project except as provided by statute and the Condominium By-Laws in case of substantial loss to the units and common elements of the condominium project by destruction or a taking by eminent domain.

(f) The provisions of this Section 4 shall apply only in the event that the holder of the mortgage is an institutional lender, including without limitation, any bank, mortgage banker, pension fund, insurance company, credit union, or savings and loan institution.

ARTICLE VIII

COMPLIANCE

Section 1. The Association of Co-owners and all persons acquiring an interest in the Condominium, whether as Co-owner, lessee, mortgagee or otherwise, and all persons using the facilities of the project in any manner are subject to and shall comply with Act 229, P.A. 1963, as amended, the Master Deed, the Articles of Incorporation, the Condominium By-Laws and the Corporate By-Laws of the Association and regulations of the Association, the FHA regulatory agreement, if any, and FHA regulations, if applicable, and the mere acquisition, occupancy or rental of apartments in the Condominium shall signify that the Master Deed, the Articles of Incorporation, the Condominium By-Laws and the Corporate By-Laws of the Association and regulations of the Association are accepted and ratified. In the event the Master Deed, Articles of Incorporation, By-Laws of the Association and the regulations of the Association conflict with the provisions of the statute or any applicable regulation of the Michigan Department of Commerce, or FHA regulation, the statute or regulation shall govern.

Section 2. When used in the Master Deed and these By-Laws, the definition of "Co-owner" found in Section 2(1) of Act 229, P.A. 1963, as amended, shall be controlling.

Section 3. These By-Laws may be amended in the same manner as provided for amendment of the Master Deed.

ARTICLE IX

REMEDIES FOR DEFAULT

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

(1) Failure to comply with any of the terms of the Master Deed, these By-Laws, the Articles of Incorporation or Corporate By-Laws or duly adopted regulations of the Association 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 for default in payment of assessment) or any combination thereof, in which relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

(2) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceedings, and such reasonable attorneys fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys fees.

(3) The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Master Deed, these By-Laws, the Articles of Incorporation, Corporate By-Laws or duly adopted regulations of the Association shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

(4) All rights, the remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provision, covenant 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.

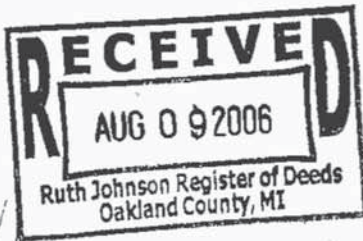
ARTICLE X

SEVERABILITY

In the event that any of the terms, provision or covenants of these By-Laws 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 hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

RECORDED
DAK AND COUNTY MICHIGAN
REGISTRATION
1982 FEB 16 PM 3:58
LYNN S. ALLEN
CLERK-REGISTRATION

2006



198654
LIBER 37957 PAGE 156
\$109.00 MISC RECORDING
\$4.00 REMONUMENTATION
08/09/2006 04:29:35 P.M. RECEIPT# 89598

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**SECOND AMENDMENT TO CONSOLIDATED MASTER DEED
FAIRWOOD VILLAS CONDOMINIUM
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 346**

This Second Amendment to Consolidated Master Deed is made August 9, 2006, by the FAIRWOOD VILLAS CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation (herein, the "Association"), whose address is c/o Premier Condominium Management, 945 S. Rochester Road, Suite 110, Rochester Hills, MI 48307, acting in its capacity as the association of co-owners established pursuant to the Condominium Act, being Act 59 of the Public Acts of 1978, as amended, and codified as MCLA 559.101 et. seq. (herein, the "Condominium Act"), to administer the common affairs and common elements of the Fairwood Villas Condominium, Oakland County Condominium Subdivision Plan No. 346 (herein, the "Condominium"), by and through its undersigned President.

WITNESSETH:

15-10-351-000 ent

WHEREAS, the Condominium is a residential attached condominium originally established in three (3) phases pursuant to the Condominium Act as Oakland County Condominium Subdivision Plan Nos. 116, 152 and 248, by the recording of their respective Master Deeds in the Oakland County Records:

NOW, THEREFORE, the Association, acting for and on behalf of the Co-owners of the Condominium, amend the First Amendment to Consolidated Master Deed as follows:

1. The foregoing recitals of fact are specifically incorporated herein.
2. Upon and effective with the recordation of this Second Amendment to Consolidated Master Deed, the attached Amended and Restated Bylaws shall supersede and replace in their entirety the existing Condominium Bylaws (Xxhibit "A" to the First Amendment to Consolidated Master Deed) and the existing Association Corporate Bylaws.
3. Except as amended hereby, the First Amendment to Consolidated Master Deed, as originally constituted, including the Condominium Subdivision Plan, being Exhibit "B" thereto, remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to Consolidated Master Deed to be executed as of the day and year first above written.

FAIRWOOD VILLAS CONDOMINIUM ASSOCIATION
a Michigan non-profit corporation

By: *Rick Burger, President*
Rick Burger, President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 9 day of August, 2006, the foregoing Second Amendment to Master Deed was acknowledged before me by Rick Burger, President of FAIRWOOD VILLAS CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, on behalf of the corporation, pursuant to its authority as the association of co-owners of the Fairwood Villas Condominium established pursuant to the Condominium Act to implement the action by more than sixty-six and two-thirds percent (66-2/3%) of the Co-owners of the Condominium to amend the First Amendment to Master Deed in the manner provided herein, as evidenced by the certification thereof as contained in the records of the Association.

Michael S. Roberts
Michael S. Roberts Notary Public
Oakland County, Michigan
My commission expires: 10/25/2006

SECOND AMENDMENT TO MASTER DEED
DRAFTED BY AND WHEN RECORDED RETURN TO:
David S. Keast, Esq. (P24418)
Meisner & Associates, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4508
(248) 644-4433

MICHAEL S. ROBERTS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 25, 2006
Acting in the County of Oakland

1291

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**FIRST AMENDMENT TO CONDOMINIUM BYLAWS
AND CONSOLIDATED MASTER DEED**

**FAIRWOOD VILLAS CONDOMINIUM
OAKLAND COUNTY CONDOMINIUM SUBDIVISION
PLAN NO. 346 1838 MISC**

BASE REG/DEEDS PAID
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These Amendments to the Fairwood Villas Consolidated Master Deed and Condominium Bylaws made and executed this 12 day of September, 1991, by the Fairwood Villas Condominium Association, a Michigan Non-Profit Corporation, hereinafter referred to as ASSOCIATION, whose address is P.O. Box 80542, Rochester, Michigan.

WHEREAS, the Consolidated Master Deed and Bylaws annexed as an Exhibit thereto to the Fairwood Villas Condominium, an Oakland County Condominium Subdivision according to the Consolidated Master Deed are recorded in Liber 8147, Pages 424-459, inclusive, Oakland County Records and as described in Act 59 of Public Acts of 1978 as amended; and

WHEREAS, said Consolidated Master Deed and Bylaws annexed as an Exhibit thereto provides for Amendment of same; and

WHEREAS, the Board of Directors of the Fairwood Villas Condominium Association is desirous to amend said Consolidated Master Deed and Condominium Bylaws annexed as an Exhibit thereto to effectuate approved and statutory changes and accommodate the Condominium Documents in conjunction with the provisions of Act No. 59 of Public Acts of 1978 as amended; and

WHEREAS, pursuant to the requisite approval of the members of the Association and the approval of the Mortgagees of record of the aforesaid members for purposes of Amendment and the following Amendments being approved by the Co-owners of the units;

NOW THEREFORE, said Consolidated Master Deed and Condominium Bylaws annexed as an Exhibit thereto are amended as appears from the attachments hereto; said Amendments being effective as of the date of recording hereof.

Except as amended herein, the aforesaid Fairwood Villas Condominium Subdivision Plan shall remain unchanged and in full force and effect.

WITNESSETH:

Matthew A. LADOUCEUR
MATTHEW A. LADOUCEUR

Maria E. Norton
MARIA E. NORTON

FAIRWOOD VILLAS CONDOMINIUM
ASSOCIATION, a Michigan Non-
Profit Corporation

BY: *Warren Lipp*
WARREN LIPP
ITS: *President*
PRESIDENT

OK - T. SMITH

O.K. - LM

97.00
2.00 RMT

Schlotman & Wagner, P.C.

ATTORNEYS AND COUNSELORS AT LAW
44511 NORTH GRATIOT AVENUE
MOUNT CLEMENS, MICHIGAN 48043

TELEPHONE (313) 465-1330
FAX (313) 465-3696

BASE REG/DEEDS PAID
0001 SEP 24 91 09:23AM
1838 RMT FEE 2.00

90034/6

LIBER 12084 PG 716

STATE OF MICHIGAN)
:SS
COUNTY OF OAKLAND)

On this 12th day of September, 1991, the attached Amendments to the Fairwood Villas Condominium Consolidated Master Deed and Condominium Bylaws annexed as an Exhibit thereto was acknowledged before me, by Warren Lepp as President of the Fairwood Villas Condominium Association, a Michigan Non-Profit Corporation, on behalf of the Association, pursuant to the approval of the general membership and Mortgagees thereof obtained through written consent.

Kathleen A. Ladouceur
KATHLEEN A. LADOUCEUR, Notary Public
Oakland County, Michigan
My Commission Expires: 10-19-94

Schellman & Wagner, P.C.

ATTORNEYS AND COUNSELORS AT LAW
44511 NORTH GRATIOT AVENUE
MOUNT CLEMENS, MICHIGAN 48043

TELEPHONE (313) 465-1330
FAX (313) 465-3886

✓
CONSOLIDATED
MASTER DEED

LIBER 12084 PG 717 FAIRWOOD VILLAS CONDOMINIUM
FIRST AMENDMENT

(Replat No. 1 of Fairwood Villas Condominium, Phase I, Oakland County Condominium Subdivision Plan No. 116, Fairwood Villas Condominium, Phase II, Oakland County Condominium Subdivision Plan No. 152, and Fairwood Villas Condominium, Phase III, Oakland County Condominium Subdivision Plan No. 248.)

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 346

This Consolidated Master Deed made and declared the 9th day of February, 1982 and recorded in Liber 8147, Pages 424-430, inclusive on February 16, 1982, Oakland County Records by the Slavik Company, a Michigan corporation, and by Slavik-Dixner, a joint venture consisting of the Slavik Company and of The Dixner Company, a Michigan corporation, (all the foregoing hereinafter sometimes jointly referred to as "Developer") whose address is 26011 Evergreen Road, Southfield, Michigan.

1. By recording three successive Master Deeds in the records of Oakland County, The Slavik Company and the Slavik-Dixner venture established Fairwood Villas Condominium in three successive Phases. The Slavik Company established and built phases I and II of the Condominium, and the Slavik-Dixner venture established and built Phase III. Phase I of the Condominium, designated as Oakland County Condominium Subdivision Plan No. 116 was recorded in Liber 5999, Pages 234 through 266 inclusive, Oakland County Records. Phase II of the Condominium, designated as Oakland County Condominium Subdivision Plan No. 152 was recorded in Liber 6170, Pages 596 through 614 inclusive, Oakland County Records. Phase III of the Condominium, designated as Oakland County Condominium Subdivision Plan No. 248, was recorded in Liber 7332, Pages 766 through 789 inclusive. Pursuant to the provisions of each of the aforesaid Master Deeds, the Developer now hereby amends, consolidates and replats the three phases of the Condominium into a single condominium complex consisting of 69 residential condominium units as hereafter described. Said phases were established pursuant to Act 229 of the Public Acts of 1963. This Consolidated Master Deed is made pursuant to Act 59 of the Public Acts of 1978, as amended.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Fairwood Villas Condominium, Oakland County Condominium Subdivision Plan No. 346. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto, and as recorded in Liber 5147 Pages 431 through 448 inclusive, Oakland County Records. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to their unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

LEGAL DESCRIPTION

The land comprising the Condominium Project established by this Consolidated Master Deed is particularly described as follows:

City of Rochester Hills.

Situated in (Avon Township) Oakland County, Michigan, described as:

A parcel of land in the S.W. 1/4 of Section 10, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant N. 0°00'17" W. 800.00 ft. along the west line of said Section 10 and N. 89°33'40" E. 60.00 ft. from the S.W. corner of said Section 10 to the point of beginning being on the east right-of-way line of Livernois Road; proceeding thence N. 0°00'17" W. 880.00 ft. along said east right-of-way line; thence N. 89°33'40" E. 215.00 ft.; thence S. 71°43'17" E. 678.82 ft.; thence S. 15°00'00" E. 100.00 ft.; thence S. 35°00'00" W. 260.00 ft.; thence S. 35°00'00" E. 65.00 ft.; thence S. 89°33'40" W. 773.57 ft. to the point of beginning; said parcel containing 9.49 acres.
15-10-351-005; 15-10-351-026; 15-10-351-029; 15-10-351-052; 15-10-351-053; 15-10-351-075

The affairs of the Condominium shall be managed by Fairwood Villas Condominium Association, a Michigan non-profit corporation, pursuant to the Condominium Bylaws attached to the Amended Consolidated Master Deed as Exhibit A.

Above legal NKA units 1-69
Fairwood Villas except 346
15-10-351-000

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Consolidated Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, the Corporate Bylaws, and the Rules and Regulations of the Fairwood Villas Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, licenses, rights of way, and other instruments affecting the establishment of, or transfer of, interests, rights or responsibilities and obligations in Fairwood Villas Condominium as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. "Apartment" or "UNIT" or "CONDOMINIUM UNIT" shall mean that portion of the Condominium Project designated and intended for separate ownership and residential use as described in the Consolidated Master Deed for Fairwood Villas Condominium and any Exhibits thereto.

Section 3. "ASSOCIATION OF CO-OWNERS" (or "ASSOCIATION") shall mean the Michigan non-profit corporation of which all Co-owners are members by virtue of ownership of a unit in the Condominium Project which Corporation shall administer, operate, manage and maintain the Condominium. Any action required 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.

Section 4. "COMMON ELEMENTS" wherever used without modification shall mean both the General and the Limited Common Elements described in Article IV hereof.

Section 5. "CONDOMINIUM BYLAWS" shall mean the set of Bylaws setting forth the substantive rights and obligations of

the Co-owners (and when appropriate other parties) and the Association of Co-owners and recorded as Exhibit "A" to this Consolidated Master Deed.

Section 6. "CONDOMINIUM DOCUMENTS" means the recorded Consolidated Master Deed as amended and any Exhibits annexed thereto (including the Condominium Bylaws, the Corporate Bylaws, the Articles of Incorporation, Rules and Regulations and any other instrument referred to in the Consolidated Master Deed, Condominium Bylaws, Corporate Bylaws, Articles of Incorporation, or Rules and Regulations or any other recorded documents which affect the rights and obligations of a Co-owner or other parties) of the Condominium.

Section 7. "CONDOMINIUM PREMISES" shall mean and include the land described in Article II herein and the buildings, all improvements and structures thereon, and all easements, rights of way, licenses and appurtenances belonging to Fairwood Villas Condominium.

Section 8. "CONDOMINIUM PROJECT, PROJECT or CONDOMINIUM" shall mean Fairwood Villas Condominium as an approved and recorded Condominium Subdivision Plan established in conformity with the provisions of the Condominium Act as amended.

Section 9. "CONDOMINIUM SUBDIVISION PLAN" means Exhibit B hereto.

Section 10. "CONSOLIDATED MASTER DEED" or "AMENDED CONSOLIDATED MASTER DEED" means the final amended Master Deed (this instrument) which describes Fairwood Villas Condominium as a completed Condominium Project, and all unite and Common Elements therein, and which shall express percentages of value appurtenant to each unit as finally readjusted. Such Consolidated Master Deed, recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deeds for the Condominium and all amendments thereto.

Section 11. "CO-OWNER or OWNER" shall mean a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who or which owns a Condominium unit within the Condominium Project, and may include a land contract vendee. Whenever the terms Co-owner or Owner are utilized in the Condominium Documents with reference to observance or performance of any obligations or conditions said terms shall refer to all persons who hold through or claim an interest in the use or occupancy or enter upon the Condominium Premises whether expressly or impliedly through a Co-owner. Such persons include by way of example but not by way of limitation, guests, licensees, invitees, tenants, lessees, land contract vendees or vendors, employees, contractors, or agents or members of their respective family or household. The term "Owner" whenever used shall be synonymous with the term "Co-owner".

Section 12. "CORPORATE BYLAWS" shall mean the Bylaws of Fairwood Villas Condominium Association, the Michigan non-profit corporation organized to operate, manage, maintain and administer the Condominium.

Section 13. "DEFAULT OR CO-OWNER FAULT" shall mean those circumstances as determined by the Board of Directors of the Association constituting an act of commission or omission (including without limitation, negligence, misuse, or neglect) with respect to any provision of the Condominium Documents (or the written directions or requests of the Board of Directors) by a Co-owner or any and all persons or entities claiming through same or in connection therewith (including without limitation, guests, licensees, invitees, tenants, land contract vendees and vendors, employees, contractors or agents or members of their respective family or household).

Section 14. "PERCENTAGE OF VALUE" shall mean the percentage assigned to each Condominium unit as reflected in Article V of the Fairwood Villas Condominium Master Deed.

Section 15. "PERSON" shall mean an individual, firm, corporation, partnership, association, trust, the State, or an agency of the State, or any other legal entity or combination thereof as defined pursuant to existing and future Laws of the State of Michigan.

Section 16. "RECORD" shall mean to record pursuant to the Laws of the State of Michigan relating to the recording of Deeds or other evidences of title, subject to limitations set forth in Act 838 of the Public Acts of Michigan of 1982 and as amended.

For purposes of these Definitions 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 and vice versa.

ARTICLE IV

COMMON ELEMENTS

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

Section 1. General Common Elements. The General Common Elements are:

- (a) Land. The land described in Article II hereof, including perimeter walls, roadways, sidewalks and parking areas not otherwise designated as Limited Common Elements elsewhere in these Condominium Documents.
- (b) Electrical. The electrical wiring network throughout the Project, including that contained within unit walls, up to the point of the individual breaker panel of the unit, but not including, electrical fixtures, or appliances, receptacles, and switches within any unit. Nor shall the same include any Co-owner installed (whether by or at the Co-owner's direction or with the Co-owner's express or implied consent) and maintained wiring, fixtures, receptacles, and switches or Co-owner installed, maintained, and operated appliances, wherever located.
- (c) Gas. The gas line network throughout the Project including that contained within unit walls, up to the point of connection with, but not including, gas line connectors, gas fixtures or appliances within any unit. Nor shall the same include any gas supply lines or fixtures or appliances installed by or at the Co-owner's direction or with the Co-owner's express or implied consent.
- (d) Telephone. The telephone wiring network throughout the Project up to the point of entry to each unit. Any other telephone wiring, connections, or appliances installed at the election, direction or with the Co-owner's express or implied consent shall not be Common Elements.
- (e) Plumbing. The plumbing network throughout the

LIBER 12084PG721

Project, including that contained within unit walls, up to the point of connection with plumbing fixtures or appliances within any unit, or storage area. Any other plumbing lines, fittings, connections, supply, fixtures or appliances installed at the election, direction, or with the express or implied consent of the Co-owner shall not be Common Elements.

- (f) Water. The water distribution system, sanitary sewer system, and storm drainage system throughout the Project including only that contained within unit walls or floors up to the point of connection with fixtures and any traps or appliances within any unit.
- (g) Telecommunications, Cable or The Master Television Antenna System. Telecommunications, Cable or the Master Television Antenna System throughout the Project including that contained within unit walls up to the point of connection with but not including jack connections, televisions, cable company boxes, decoders, descramblers, or other devices or any other electronic equipment connected thereto installed, permitted or maintained by anyone other than the Association.
- (h) Construction. The foundations, supporting columns, beams and girders, bearing walls and building walls, dividing walls between units, vents and stacks, roofs, floors, attic areas and building partition walls, chimneys, ceilings, construction between unit levels and basement level except as otherwise designated in Plans attached as Exhibit "B" hereto.
- (i) Easements. All beneficial Easements referred to in Article VI hereof or which from time to time may be created or otherwise affect the Project.
- (j) Exterior Lighting. The exterior lighting system, including wiring, fixtures, and conduits throughout the Project.
- (k) Lawn Sprinkler System. The lawn sprinkler system throughout the Project, including the pumps, pipes, taps, sprinkler heads and other fixtures comprising such system.
- (l) Sump Pumps. The sump pumps servicing the Project, wherever located, including the wells, pumps and piping systems thereof.
- (n) Swimming Pool, bathhouse and areas surrounding the same (sometimes hereinafter referred to as recreational facilities or amenities).
- (m) Other. Such other Elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a unit, and which are intended for common use, or are 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 and the telecommunications system, 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, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Association makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common

Article IV
Section 2

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Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

- (a) Patio/Garden Courts. Each individual patio or garden court (front and rear) in the Project is restricted in use to the Co-owner(s) of the unit to which said patios or garden courts are appurtenant as shown in Exhibit "B" hereto.
- (b) Balconies. There are three types of balconies in the Project: streetside balconies, garden court balconies, garage deck balconies. All of such balconies are restricted in use and control to the Co-owner(s) of the unit to which such balcony or balconies are appurtenant.
- (c) Windows/Doors. The exterior windows and doors including storm windows, screens and screen doors in each individual unit are restricted in use to the Co-owner(s) of that unit.
- (d) Entrance Walkways. The entrance walkways giving access to the garden courts are restricted in use and control to the Co-owners(s) of the units to which such garden courts are appurtenant.
- (e) Interior Surfaces. The interior surfaces contained within a unit including floors, ceilings, walls, windows and doors therein appurtenant to a unit shall be subject to the exclusive use and enjoyment of the Co-owner(s) of such unit.
- (f) Garage Door Openers. Each individual garage door opener is restricted in use to the Co-owner of the unit garage which it services.
- (g) Garages. Each garage and garage door therein is a Limited Common Element to the unit to which it is appurtenant as shown on Exhibit B hereto. Each driveway adjacent to a garage shall be a Limited Common Element appurtenant to the unit which such garage services.
- (h) Gas Meters. Some units are separately metered for gas consumption, which meters wherever located are restricted in use and control to the Co-owner(s) of the unit which the same service.
- (i) Environmental Appliances. Each unit contains its own furnace, central air conditioning system and water heater, and such furnace, central air conditioning system and water heater and any other appliances or attachments thereto are restricted in use and control to the unit in which they are located.

Section 3. Responsibilities. The respective responsibilities for the maintenance, repair and replacement of the Limited Common Elements are as follows:

- (a) The cost of maintenance, repair and replacement of the rear patios and garden courts referred to as Limited Common Elements in Section 2(a) above shall be borne by the Co-owner(s) of the unit(s) to which such Limited Common Elements are appurtenant. The cost of maintenance of the front patios and garden courts referred to as Limited Common Elements in Section 2(a) above shall be borne by the Co-owner(s) of the unit(s) to which such Limited Common Elements are appurtenant. The cost of repair and replacement of the front garden courts and patios referred to as Limited Common Elements in Section 2(a) above shall

be expenses of administration to be borne by the Association, except where such front patios and garden courts have been modified by the Co-owner(s) of the unit(s) to which such are appurtenant prior to the effective date of these Amendments. The responsibility for repair and replacement of such modifications to the front garden courts and patios shall be borne by the Co-owner(s) of the unit(s) to which the same are appurtenant, subject to compliance with such Rules and Regulations regarding the same as may, from time to time, be promulgated by the Board of Directors of the Association.

- (b) The costs of maintenance, repair and replacement of the streetside balconies referred to as Limited Common Elements in Section 2(b) above shall be expenses of administration to be borne by the Association. The costs of maintenance, repair and replacement of the garden court balconies referred to as Limited Common Elements in Section 2(b) above shall be expenses of administration to be borne by the Association. The costs of maintenance, repair and replacement of the garage deck/balconies referred to as Limited Common Elements in Section 2(b) above shall, only if modified by the Association, be costs of administration to be borne by the Association. The costs of maintenance, repair and replacement of any garage deck/balcony floor enhancement (not accomplished by the Association) shall be borne by the Co-owner(s) of the unit(s) to which the same are appurtenant, subject to compliance with such Rules and Regulations regarding the same as may, from time to time, be promulgated by the Board of Directors of the Association.
- (c) The cost of maintenance, repair and replacement of the Limited Common Elements set forth in Section 2(c) above shall be costs of administration to be borne by the Association. Provided, however, that the costs of maintenance, repair and replacement of storm doors and window screens (unless provided by the Association) shall be borne by the Co-owner(s) of the unit(s) to which the same are appurtenant, subject to compliance with such Rules and Regulations regarding the same as may, from time to time, be promulgated by the Board of Directors of the Association.
- (d) The cost of maintenance, repair and replacement of the Limited Common Elements set forth in Section 2(d) above shall be expenses of administration to be borne by the Association, except as may otherwise be provided in Articles IV and V of the Condominium Bylaws.
- (e) The cost of maintenance, repair and replacement of the Limited Common Elements set forth in Section 2(e) above shall be borne by the Co-owner(s) of the unit(s) subject to compliance with such requirements as are set forth in Articles IV and V of the Condominium Bylaws, and further subject to compliance with such Rules and Regulations regarding the same as may, from time to time, be promulgated by the Board of Directors of the Association.
- (f) The cost of maintenance, repair and replacement of the Limited Common Elements set forth in Section 2(f) above shall be borne by the Co-owner(s) of the unit(s) to which such Limited Common Elements pertain, subject to compliance with such Rules and Regulations regarding the same as may, from time to time, be promulgated by the Board of Directors of the Association.

- (g) The cost of maintenance, repair and replacement of the Limited Common Elements set forth in Section 2(g) above shall be expenses of administration to be borne by the Association, subject to the provisions of Articles IV and V of the Condominium Bylaws. Provided, however, that the cost of decoration and maintenance of the interior of the Limited Common Element garages shall be borne by the Co-owner(s) of the unit(s) to which such are appurtenant, subject to compliance with such Rules and Regulations as may, from time to time, be promulgated by the Board of Directors of the Association.
- (h) The cost of maintenance, repair and replacement of the Limited Common Elements set forth in Section 2(h) above shall be expenses of administration to be borne by the Association.
- (i) The costs of maintenance, repair and replacement of the Limited Common Elements set forth in Section 2(i) above shall be borne by the Co-owner(s) of the unit(s) to which such Limited Common Elements are appurtenant, and in which such Limited Common Elements are located, subject to compliance with such Rules and Regulations regarding the same as may, from time to time, be promulgated by the Board of Directors of the Association.
- (j) Other. The costs and maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be expenses of administration to be borne by the Association except in instances of Co-owners(s) fault or circumstances which are otherwise provided in the Condominium Documents.

Section 4. Default. In the event that any Co-owner(s) fails to perform any of the obligations required by the Condominium Documents, the Board of Directors of the Association shall have and retain for the benefit of itself, its successors or assigne a beneficial easement for access to any part of the Condominium Premises in order to perform any and all such maintenance, repair, replacement, or reconstruction (as deemed necessary by the Board of Directors for the health, safety, welfare or aesthetic standards of the Project in its sole discretion) and assess the responsible Co-owner(s) the costs and expenses for same which shall be enforced and collected in the same manner as Assessments pursuant to Article II of the Condominium Bylaws hereof and such other and further remedies as may be afforded elsewhere in the Condominium Documents or by Law.

In all instances of Co-owner performance or obligation or responsibility to perform, the same is subject in all respects to compliance and conformity with the Condominium Documents (including without limitation, the Rules and Regulations promulgated by the Board of Directors).

No Co-owner shall use or permit the use of any unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of a unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each unit in the Condominium Project is described in this paragraph with

reference to the Condominium Subdivision Plan of Fairwood Villas, and attached hereto as Exhibit B. Each unit shall include all that space contained within the finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The percentage of value assigned to each unit is set forth below. The percentages of value were computed on the basis of the relative approximation areas of the units, disregarding insubstantial differences in size, but giving consideration for preference, market value, location, appurtenances, and with the resulting percentages reasonably adjusted to total precisely 100%. 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, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

Section 3. Percentage of Value Assignment

Unit	Percentage of Value
1	1.62
2	1.89
3	1.37
4	1.29
5	1.29
6	1.37
7	1.30
8	1.30
9	1.37
10	1.28
11	1.35
12	1.36
13	1.36
14	1.36
15	1.37
16	1.34
17	1.35
18	1.37
19	1.37
20	1.37
21	1.37
22	1.35
23	1.35
24	1.37
25	1.37
26	1.37
27	1.37
28	1.35
29	1.34
30	1.37
31	1.37
32	1.37
33	1.36
34	1.66
35	1.62
36	1.30
37	1.37
38	1.64
39	1.66
40	1.29
41	1.37
42	1.66
43	1.66
44	1.37
45	1.29
46	1.66

47	LIBER 12084 PG 726 61
48	1.30
49	1.30
50	1.61
51	1.66
52	1.66
53	1.63
54	1.30
55	1.37
56	1.63
57	1.66
58	1.64
59	1.66
60	1.37
61	1.37
62	1.66
63	1.63
64	1.63
65	1.66
66	1.37
67	1.37
68	1.66
69	1.63

Section 4. The cost of electricity supplied to an individual unit and the cost of maintenance of outside compressors shall be an expense of the Co-owner, and not of the Association.

Section 5. Notwithstanding any contrary provisions of this Consolidated Master Deed or the Condominium Bylaws, each Co-owner's proportionate share of Association expenses, and the monthly assessment levied by the Association therefore, shall take into account the following provisions:

- (a) Each Co-owner of a unit having an individual gas meter shall pay, on the basis of the unit's percentage of value, a proportionate share of all Association expenses other than the expense of heating units which do not have individual gas meters.
- (b) Each Co-owner of a unit which does not have an individual meter for gas shall pay, on the basis of the unit's percentage of value, a proportionate share of all Association expenses other than the expense of heating units not having individual gas meters, and shall pay an equal share of the Association's expenses for heating units not having individual gas meters.
- (c) The Association shall maintain a separate account for that portion of monthly assessments received for payment of gas heat and shall not use such funds for any other expenses of the Association.

ARTICLE VI

EASEMENTS

Section 1. In the event any portion of a unit or Common Element encroaches upon another unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction or casualty. There shall be a permanent easement for the maintenance and repair, renovation, restoration, reconstruction or replacement of Common Elements, which easement shall be administered by the Board of Directors. There shall be easements to, through and over those portions of the land, structures, buildings, and improvements and interior walls contained therein as may be reasonable for the reconstruction, replacement, removal, installation,

maintenance and repair of all public utilities necessary to the Condominium. There shall exist easements of support with respect to any unit interior wall which supports a Common Element. Also included within this Article VI are easements created as a result of condemnation or eminent domain proceedings or easements created from time to time by the Board of Directors of the Association (including, without limitation those created as a result of repairs, renovations or alterations made or approved by the Board of Directors) or documents affecting or pertaining to the Condominium Project. In addition, each Condominium unit shall have and shall be subject to all easements of necessity in favor of such Condominium unit or in favor of the other Condominium units and the Common Elements.

The Board of Directors or their agents or employees shall have the perpetual and non-exclusive right of access to each Condominium unit:

- (a) To inspect, maintain, renovate, replace and make repairs to the Common Elements contained therein or elsewhere in the Project; AND
- (b) To prevent damage or deterioration to the Common Elements or to other Condominium units; AND
- (c) To perform any operations required in connection with the maintenance, repair, replacement, renovation or improvement of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving the unit, other units or the Common Elements; AND
- (d) To remedy or abate any violations of the Condominium Documents (including without limitation the Rules and Regulations) or laws, orders, ordinances, rules or regulations of any governmental authority having jurisdiction thereof.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article II or owned by other entities contiguous to this Project parcel.

Section 3. Easements for Maintenance, Repair and Replacement. The Association and its agents or contractors and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration, renovation or replacement which they or any of them are required or permitted to perform under the Condominium Documents, by Law or Contract with the Condominium.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors shall have the power to 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 affecting the 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 VII

AMENDMENT

Section 1. This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the prior consent of 66-2/3% of the Co-owners in number and value and 66 2/3% of the mortgagees of record of Co-owners of the Condominium. Each mortgagee of Record shall have one vote for each mortgage held except as hereinafter set forth:

- (a) A person causing or requesting an Amendment to this Master Deed shall be responsible for the costs and expenses of the Amendment, except for Amendments adopted pursuant to a vote of the prescribed majority of Co-owners and Mortgagees. This provision shall not apply to Amendments proposed by the Board of Directors.
- (b) The Association acting through its Board of Directors reserves the right to amend this Master Deed without the consent of Co-owners or Mortgagees for all purposes deemed reasonable and necessary to effectuate the intent of this Master Deed, where such Amendments do not materially alter or change the rights of Co-owners or Mortgagees.
- (c) Co-owners and Mortgagees of record shall be notified of Proposed Amendments, under subparagraph (c) above, not less than ten (10) days before the Amendment is recorded.

Section 2. Co-owner Consent. No unit dimension may be modified without the consent of the Co-owner of such unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any unit to which the same are appurtenant except as provided in the Condominium Documents to the contrary.

Section 3. Change in Value of Vote, Maintenance Fee and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and the Co-owner's mortgagee of record, nor shall the percentage of value assigned to any unit be modified without like consent, except as provided elsewhere in the Condominium Documents.

ARTICLE VIII

SAVINGS CLAUSE

In all other respects except as modified herein by this amended consolidated Master Deed, the Consolidated Master Deed of Fairwood Villas Condominium shall remain in full force and effect.

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN N° 346 EXHIBIT B TO THE CONSOLIDATED MASTER DEED OF FAIRWOOD VILLAS CONDOMINIUM AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN A REPLAT OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO'S 116, 152 & 248

431 PAGE 8147

DEVELOPER:
THE BLAIR COMPANY AND THE DOKER COMPANY
8400 EVERETT ROAD
SOUTHFIELD, MICHIGAN

SURVEYOR:
JOHN E. DE BUISCHER
REGISTERED LAND SURVEYOR
17000 TWELVE MILE RD.
SOUTHFIELD, MICHIGAN

PROPERTY DESCRIPTION

A PARCEL OF LAND IN THE S.W. 1/4 OF SECTION 10, T.3 N., R.12 E.,
AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS N.E.
SPRINGS AT A POINT DISTANT N. 0° 00' 17" E. 800.00 FT. ALONG
THE WEST LINE OF SAID SECTION 10 AND N. 85° 13' 40" E. 80.25
FT. FROM THE S.W. CORNER OF SAID SECTION 10 TO THE POINT OF
BEGINNING BEING ON THE EAST RIGHT-OF-WAY LINE OF LIVERMORE
ROAD, PROCEEDING THENCE N. 0° 00' 17" E. 800.00 FT. ALONG SAID
EAST RIGHT-OF-WAY LINE, THENCE S. 89° 13' 40" E. 80.00 FT.,
THENCE S. 71° 49' 17" E. 87.00 FT., THENCE S. 19° 00' 00" E. 100.00
FT. TO THE S.W. CORNER OF SAID SECTION 10, THENCE S. 74° 00' 00" E.
80.00 FT. TO THE S.W. CORNER OF SAID SECTION 10, TO THE POINT OF
BEGINNING, SAID PARCEL CONTAINS 8.49 ACRES

ATTENTION: COUNTY RECORDS OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NO. MUST
BE ASSIGNED IN CONSECUTIVE ORDER, WHEN
A PARCEL HAS BEEN ASSIGNED TO THIS PROJECT,
THE SURVEYOR'S NAME MUST BE IN THE TITLE OF THE
DEED, THE SURVEYOR'S CERTIFICATE ON SHEET 2
AND IN THE MASTER DEED.

- SHEET INDEX
- 1. COVER SHEET
 - 2. SURVEY PLAN
 - 3. UTILITY PLAN
 - 4. SITE PLAN
 - 5. FLOOR & ELEVATION PLANS UNITS A & A-A REVERSE
 - 6. FLOOR & ELEVATION PLANS UNITS B & B-B REVERSE
 - 7. FLOOR & ELEVATION PLANS UNITS C & C-C REVERSE
 - 8. FLOOR & ELEVATION PLANS UNITS D & D-D REVERSE
 - 9. PERIMETER PLAN BUILDINGS 1 & 2
 - 10. PERIMETER PLAN BUILDINGS 3 & 7
 - 11. PERIMETER PLAN BUILDINGS 4 & 6
 - 12. PERIMETER PLAN BUILDINGS 8 & 9
 - 13. PERIMETER PLAN BUILDINGS 10 & 11
 - 14. PERIMETER PLAN BUILDINGS 5 & 12
 - 15. LONGITUDINAL & CROSS SECTION
UNITS A & A-A REVERSE D & D-D REVERSE
UNIT NO'S 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15
 - 16. LONGITUDINAL & CROSS SECTION
UNITS A & A-A REVERSE B & B-B REVERSE
UNIT NO'S 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50
 - 17. LONGITUDINAL & CROSS SECTION
UNITS C & C-C REVERSE D & D-D REVERSE
UNIT NO'S 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
 - 18. LONGITUDINAL & CROSS SECTION
UNITS C & C-C REVERSE D & D-D REVERSE
UNIT NO'S 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150

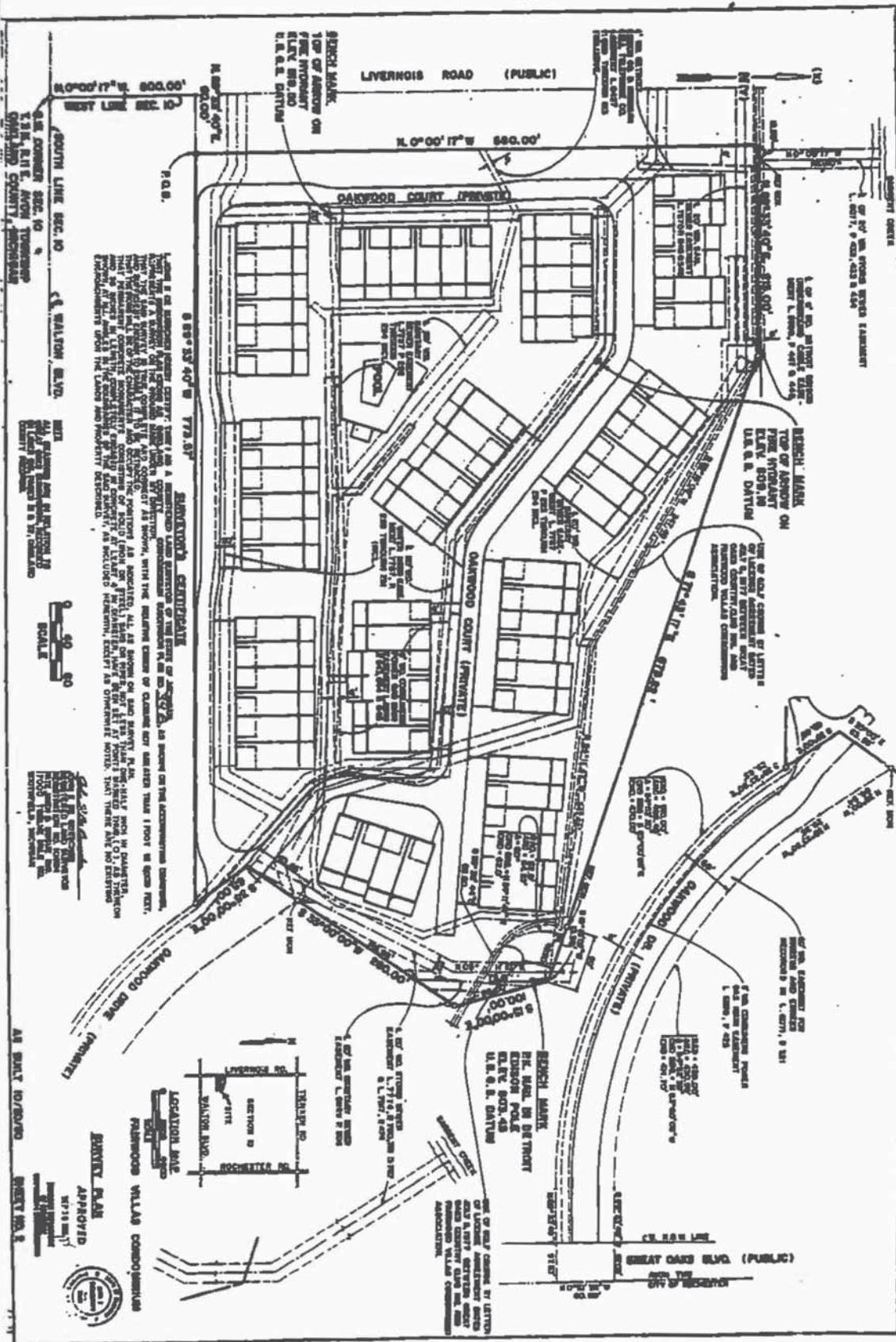


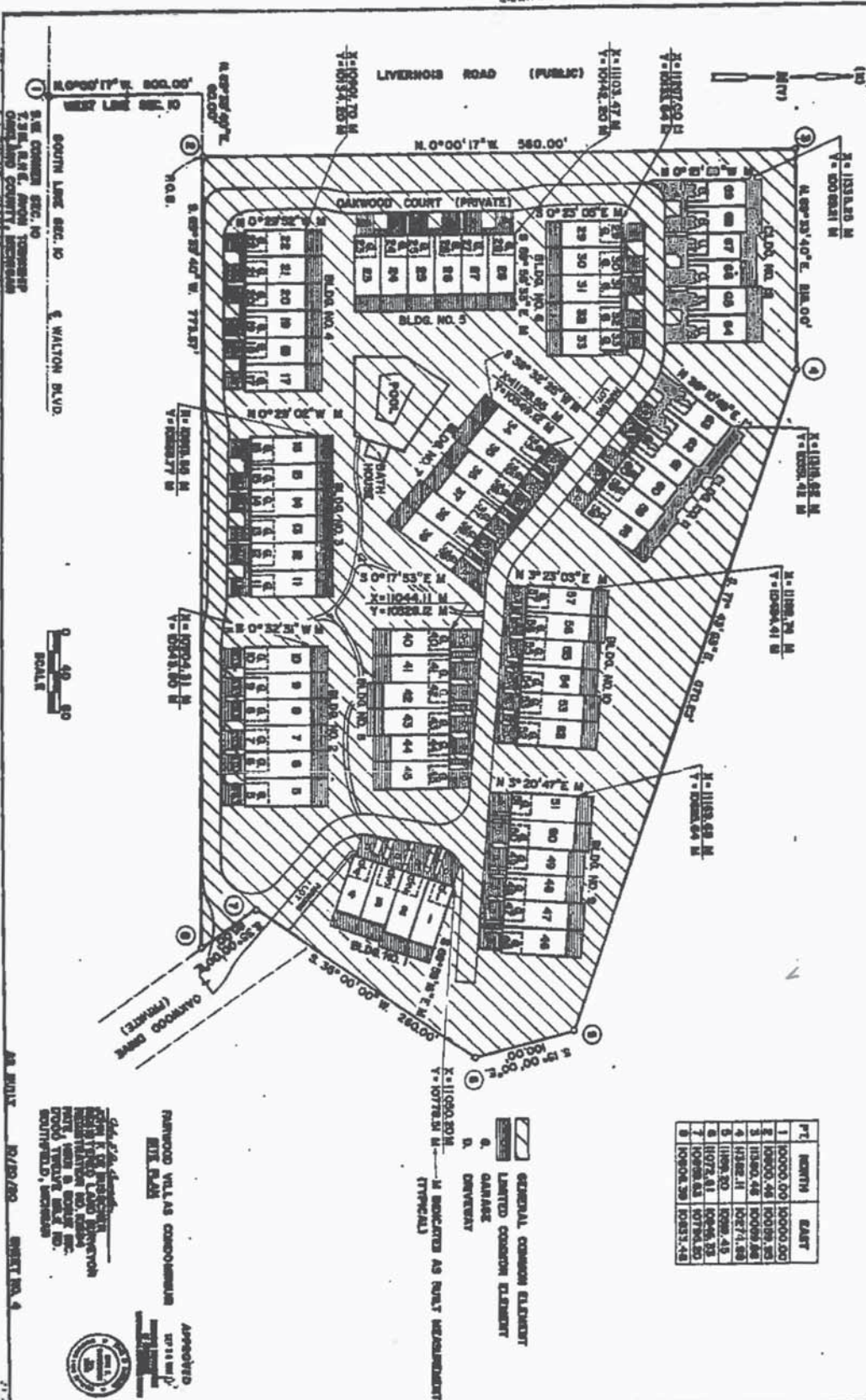
JOHN E. DE BUISCHER
REGISTERED LAND SURVEYOR
REGISTRATION NO. 10884
PATE, HIRN & BOQUE
17000 TWELVE MILE RD.
SOUTHFIELD, MICHIGAN

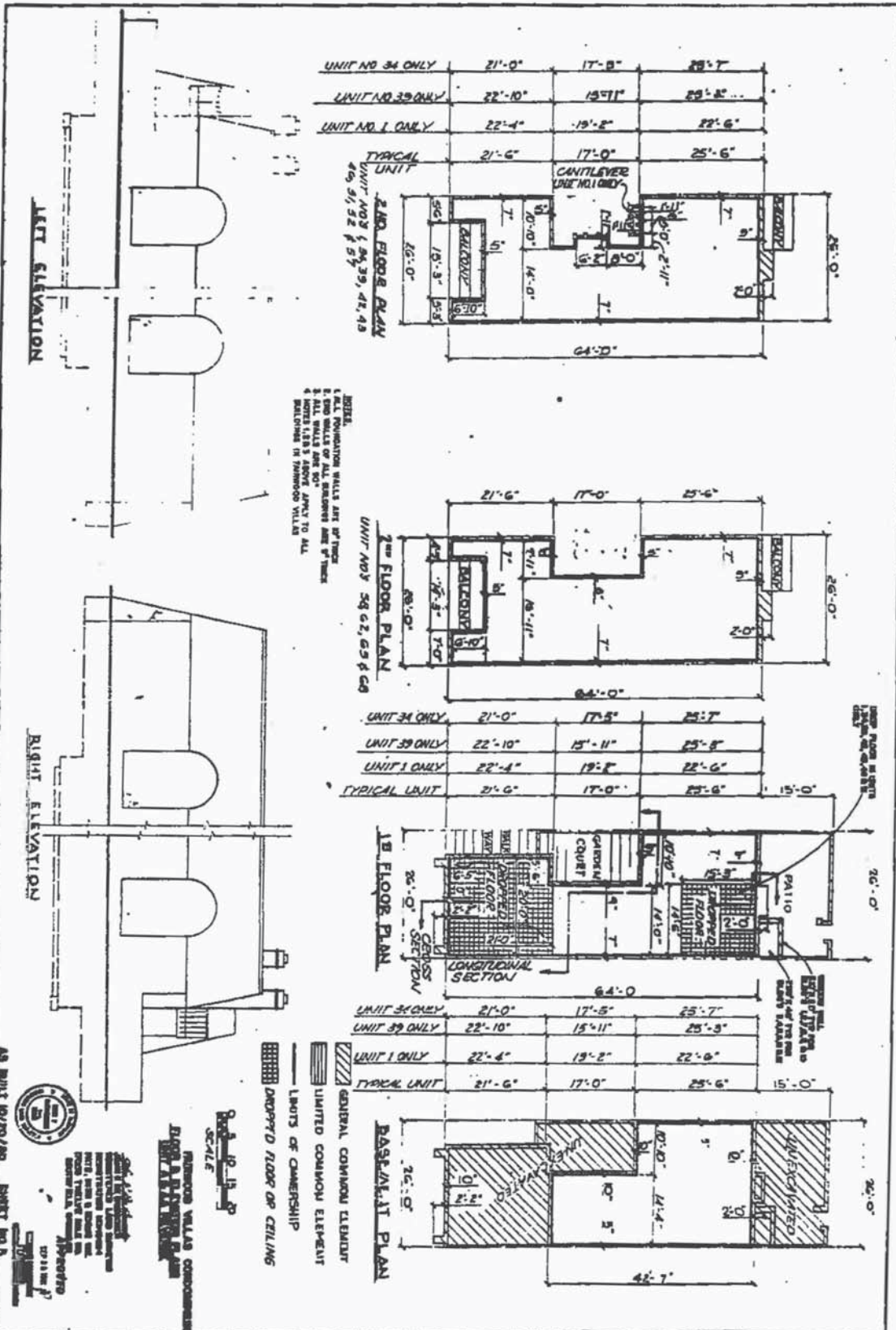
AS BUILT 10/30/90

SHEET NO. 1



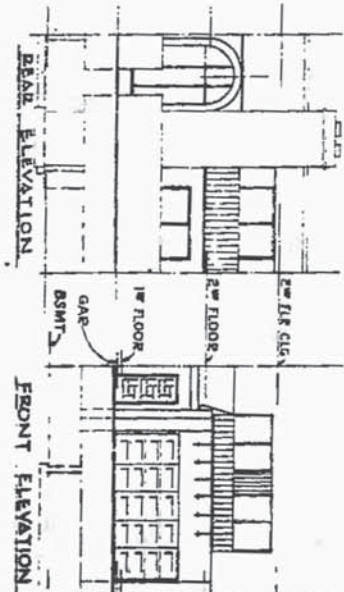
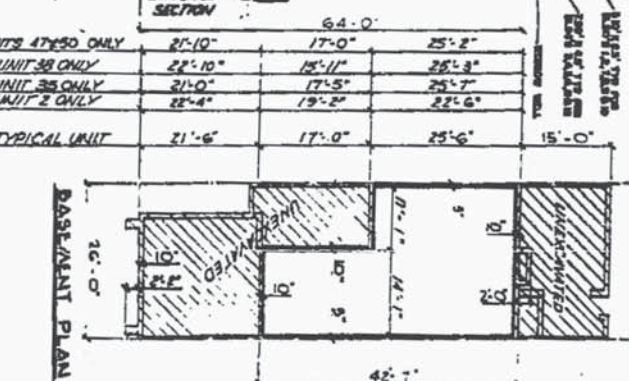
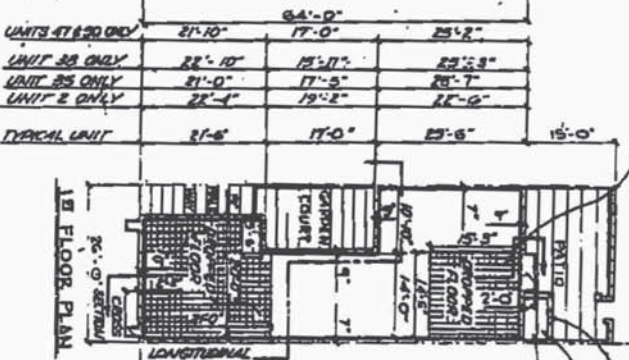
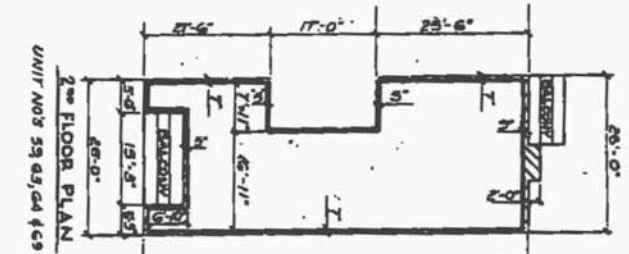
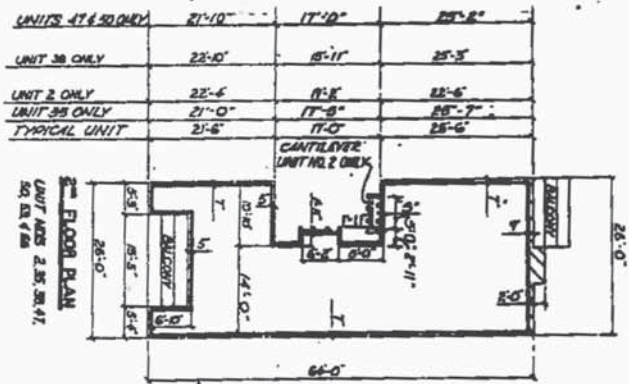






- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LEASING OF OWNERSHIP
- DROPPED NINE ON CEILING

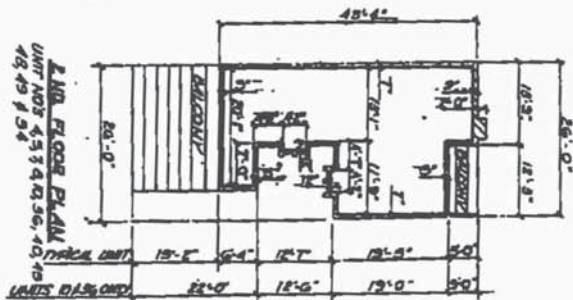
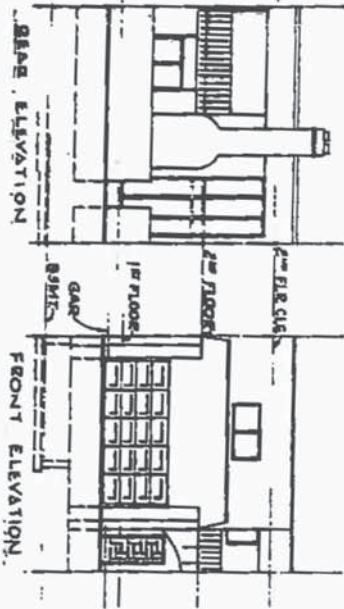
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SEE NOTES ON
SHEET NO. 5

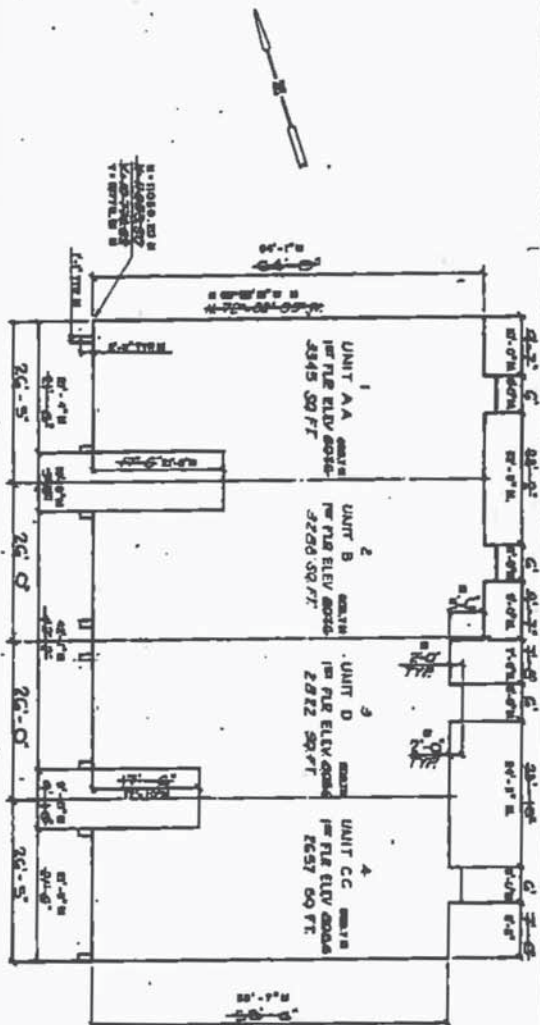


THORNTON VILLAS CONDOMINIUM
FLOOR & ELEVATION PLANS
SHEET NO. 5

SCALE
1" = 10'-0"

AS SHOWN IN THE PLAN





UNIT 1111

UNIT 10

NOTE:
 0 INDICATES NO DATA AVAILABLE

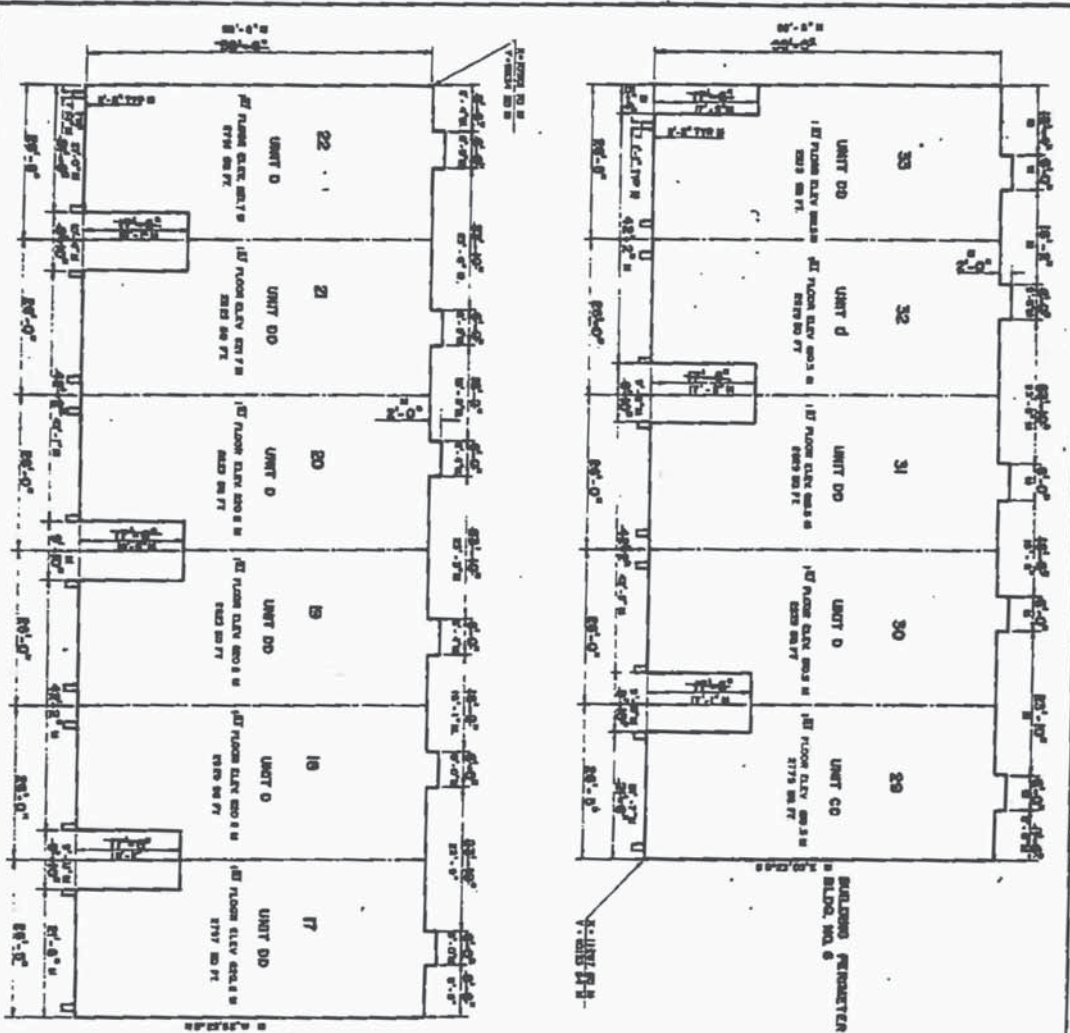
APPROVED

PAINWOOD VILLAS CONDOMINIUMS

References

PAVE THE WAY TO A BETTER FUTURE.





BLK. PT. NO.	NORTH	EAST	BEARING A - B	1 ST FLOOR LAMP
				U.S.G.
4	10901.33	10134.16	N 88° 33' 40" E.	17
5				18
6	11103.30	10441.91	S 0° 00' 17" E.	20
7				21
8				22
9	11007.83	10131.61	S 89° 33' 40" W.	23
10				24
11				25
12	11133.02	10090.27	N 88° 33' 40" E.	26
13				27
14				28
15				29
16				30
17				31
18				32
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36				50
37				51
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BUILDING PERMIT
BUDA. NO. 4

MTV.

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APPROVED

APPROVED

FARMWOOD VILLAS
PERMITS TO PLAN
AND BUILD

FARMWOOD VILLAS
PERMITS TO PLAN
AND BUILD

PATE, HENRI & SONS, INC.
WOOD TRUSS MILL CO.
SOUTHBELD, MICHIGAN

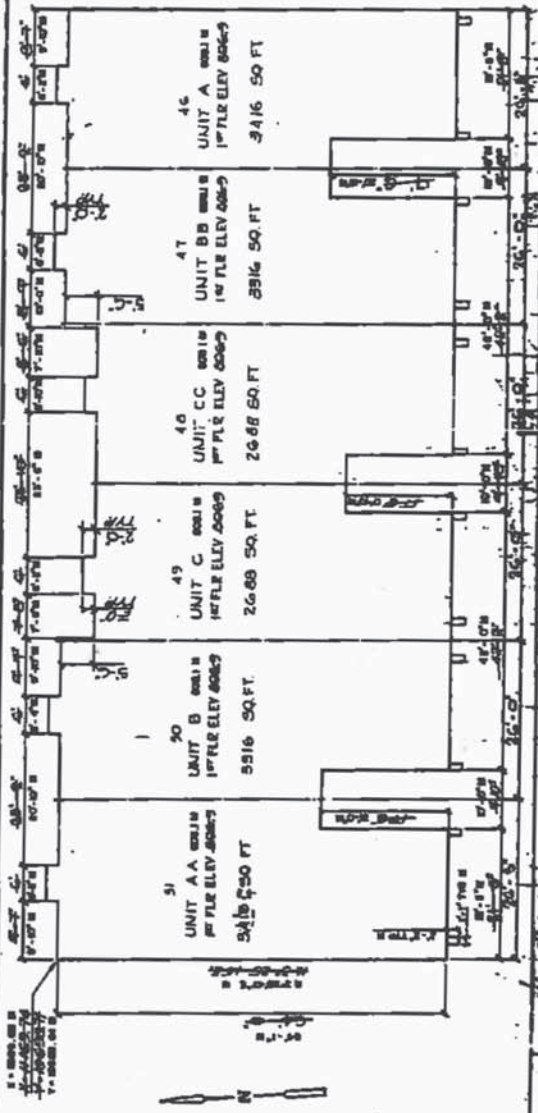
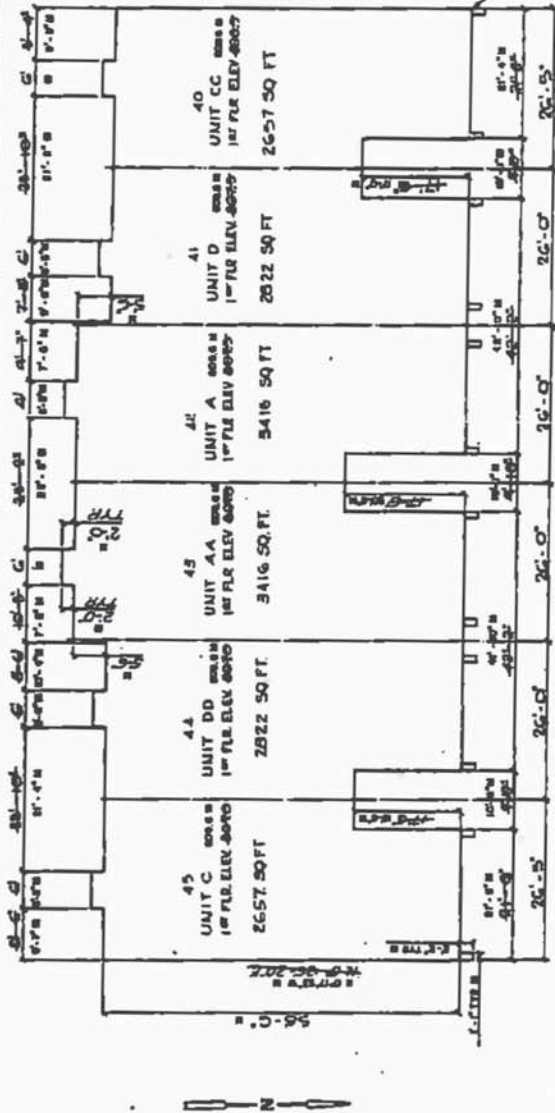
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SOUTHBELD, MICHIGAN

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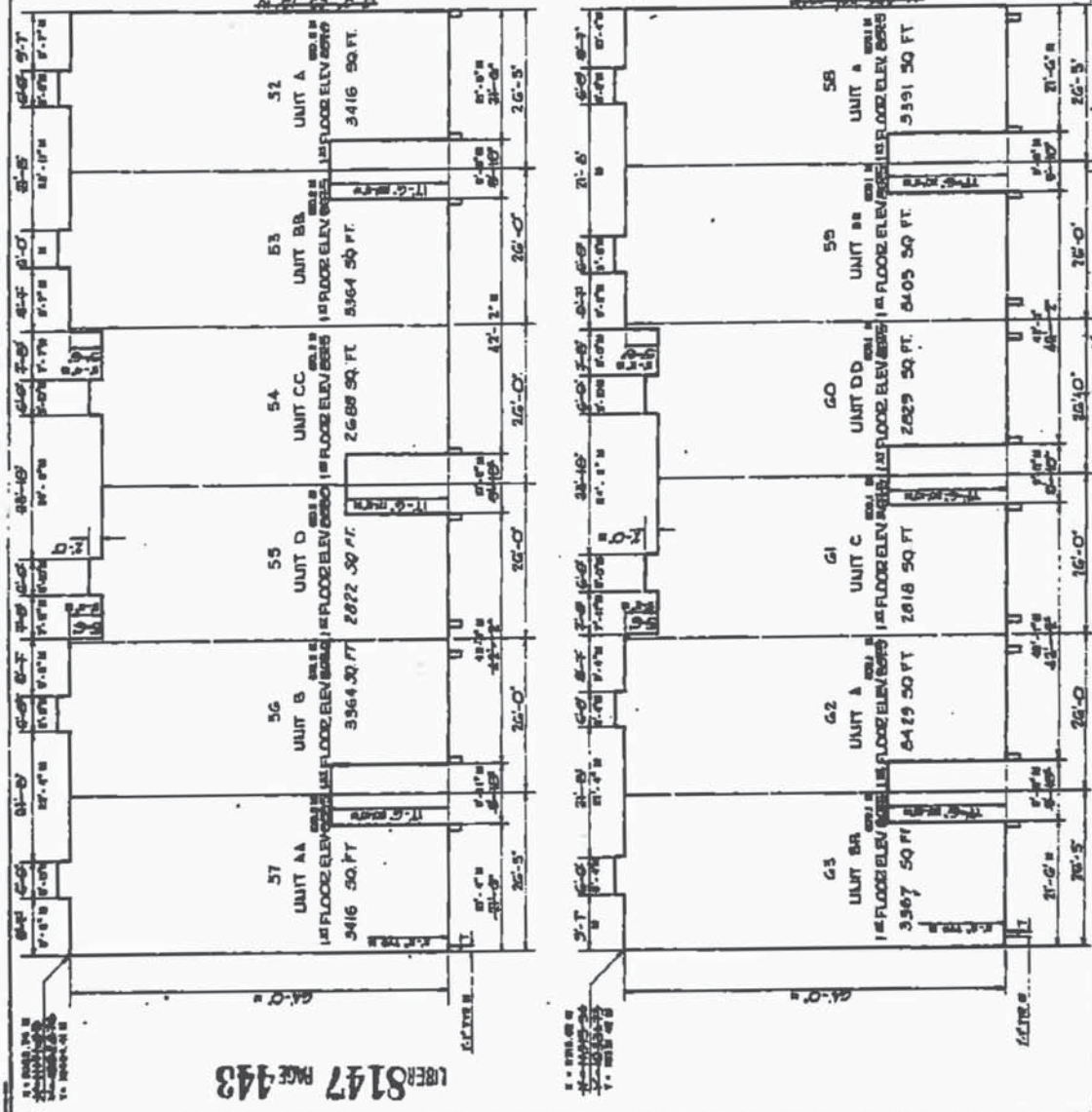
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108-8147 FILE 442



NOTE:
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APPROVED
BY THE
FARMWOOD VILLAS CONDOMINIUMS
PERMITTED PLAN
DATE: 10/10/81
17000 TWELVE MILE RD
SOUTHFIELD, MICHIGAN
48034
SHEET NO. 17



BUILDING PERIMETER 16.10
UNIT MIX

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SCALE

BUILDING PERIMETER 16.10
UNIT MIX

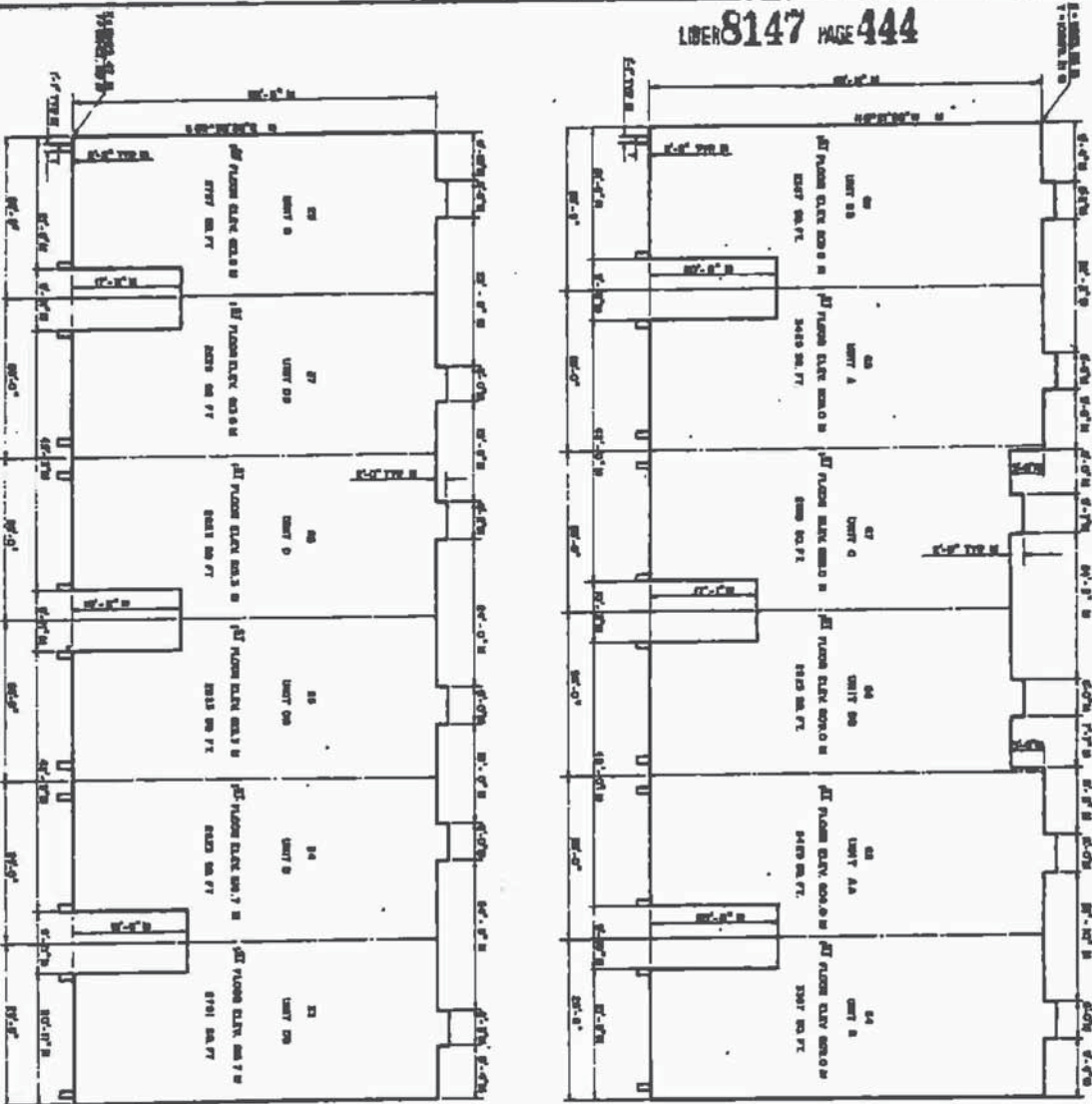
NOTE:
IN INDICATES AS BUILT MEASUREMENT

APPROVED
BY: [Signature]
DATE: [Date]

REVISIONS
1. [Description]
2. [Description]



AS BUILT OF [Project Name]



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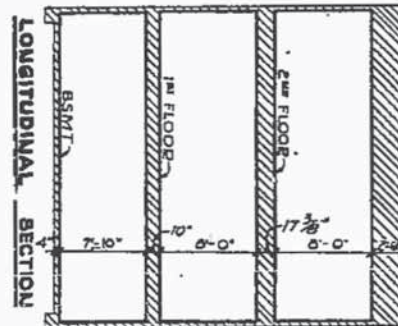
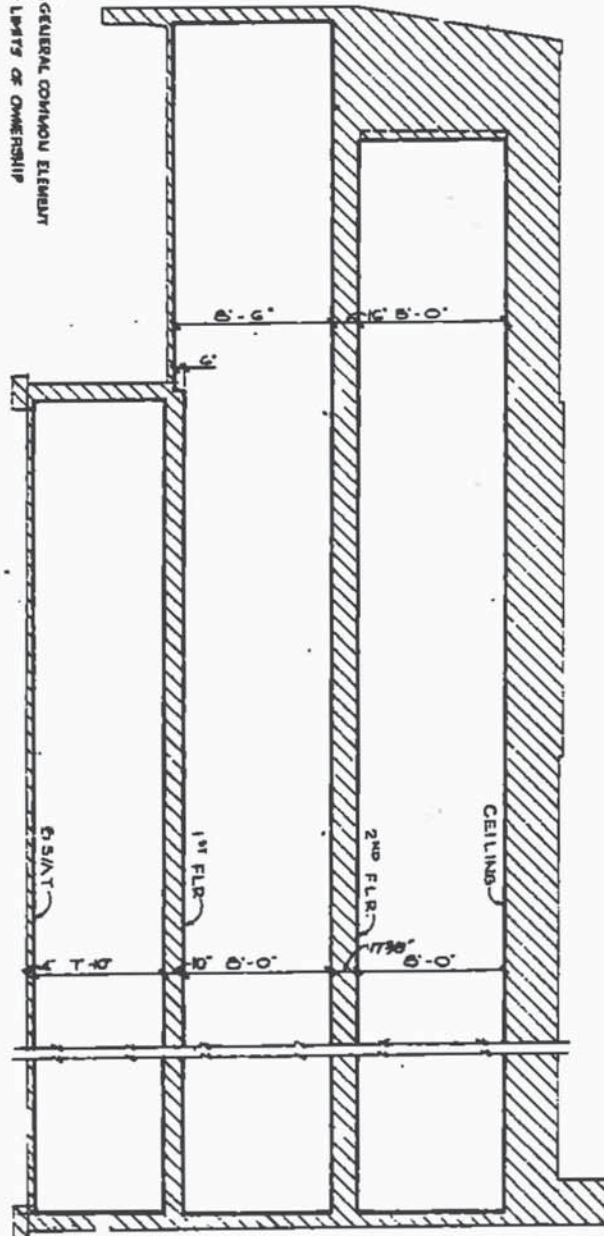
SEALING INFORMATION
SCALE NO. 2



NOTE:
IF INDICATED AS SUCH, RECOMMENDATION
IS NOT TO BE USED



FORWARDED TO THE
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20250
APPROVED
DATE 11/11/00
BY 11/11/00



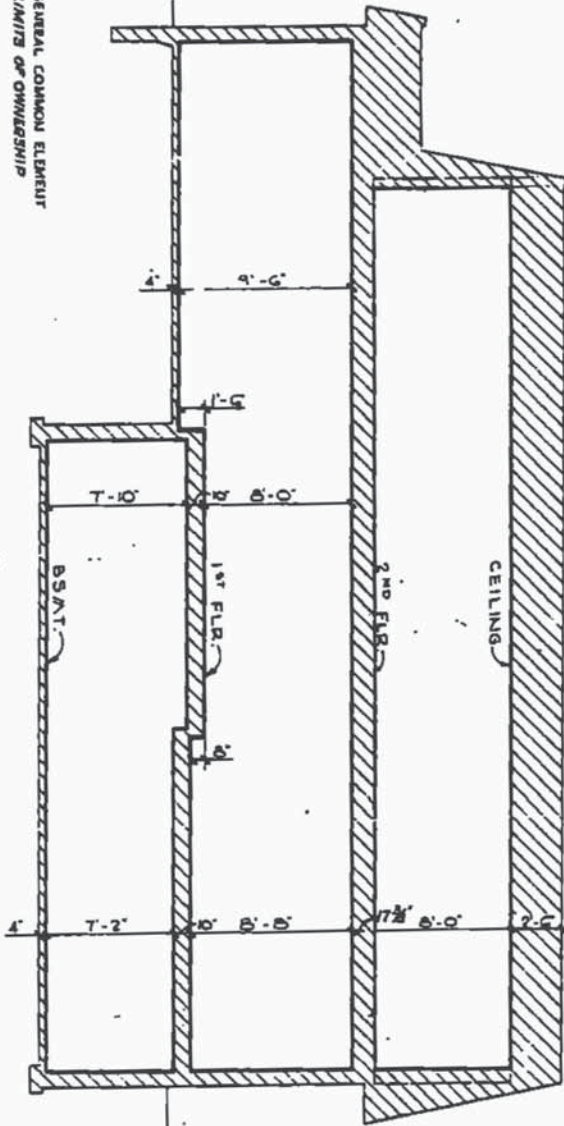
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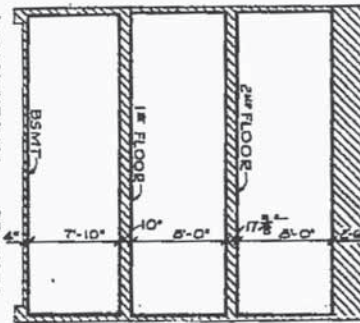
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GENERAL COMMON ELEMENT
LIMITS OF OWNERSHIP

CROSS SECTION



LONGITUDINAL SECTION



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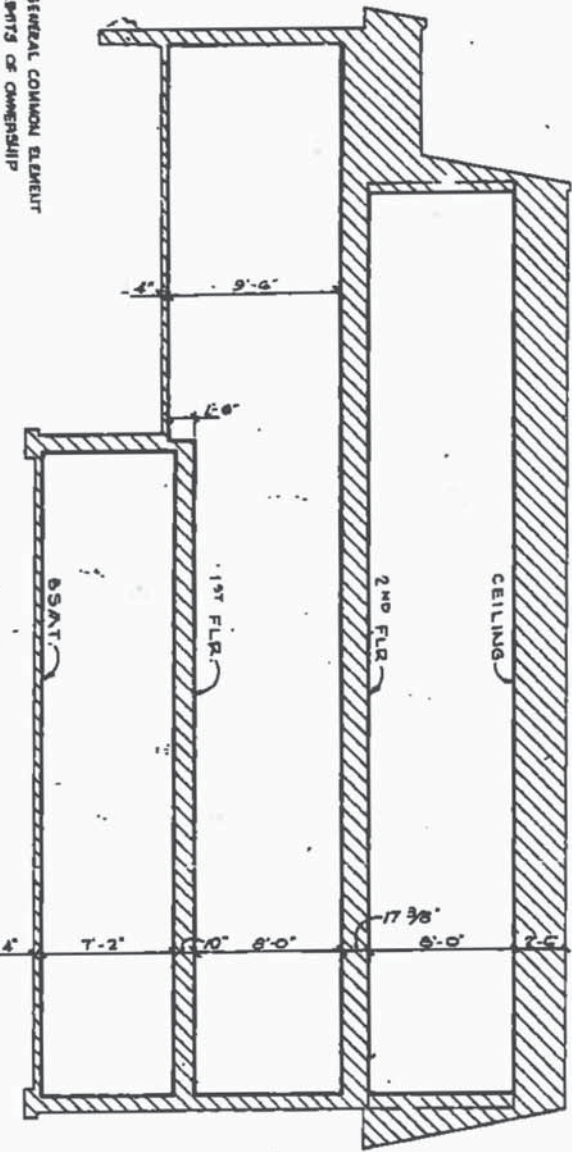
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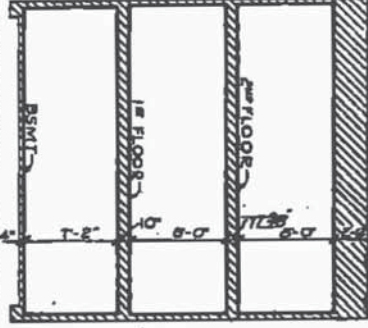
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GENERAL COMMON ELEMENT
LIMITS OF OWNERSHIP

CROSS SECTION



LONGITUDINAL SECTION



UNIT NO. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

FAIRWOOD VILLAS CONDOMINIUM

AMENDED AND RESTATED BYLAWS (EXHIBIT "A" TO THE FIRST AMENDMENT TO CONSOLIDATED MASTER DEED)

ARTICLE I ASSOCIATION OF CO-OWNERS

Fairwood Villas, a residential Condominium located in the City of Rochester Hills, County of Oakland, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, herein, 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 in accordance with the Consolidated Master Deed, as amended, these Amended and Restated Bylaws, the Articles of Incorporation and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Amended and Restated Bylaws shall constitute both the Bylaws referred to in the Consolidated Master Deed, as amended, and required by Section 3(8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (herein, the "Act") and the Bylaws provided for under the Michigan Nonprofit Corporation Act, and these Amended and Restated Bylaws are intended to supersede and replace both aforescribed sets of Bylaws. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. 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 the Co-owner's Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Consolidated Master Deed, all amendments to the Consolidated Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authority and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest 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 constitute receipts affecting the administration of the Condominium within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined as follows:

- (a) **Budget.** The Association's Board of Directors shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable

allowance for contingencies and reserves. An adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and funded by regular monthly payments as set forth in Section 3 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes, from time to time. The funds contained in such reserve fund shall be used for major repairs and replacements of Common Elements. The Board of Directors may establish such other reserve funds as it may deem appropriate from time to time.

Upon the adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. No failure or delay of the Board to prepare or adopt a budget for any fiscal year shall constitute a waiver or release in any manner of a Co-owner's obligation to pay his Unit's allocable share of the common expenses, as herein provided, whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Co-owner shall continue to pay his monthly installment at the monthly rate established for the previous fiscal year until notified of the new monthly payment amount, which shall be due not less than ten (10) days after the Co-owners are notified that such new annual or adjusted budget is adopted.

Annual general assessments determined in accordance with this Section (but not additional or special assessments, which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium; (2) to provide replacements of existing Common Elements; (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5,000.00) in the aggregate, annually; or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this sub-section shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or its members.

- (b) **Special Assessments.** Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to (and not repair or replacement of) the Common Elements with an aggregate cost exceeding Five Thousand Dollars (\$5,000.00) per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof; (3) assessments to purchase a Unit for use as a resident manager's Unit; or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of not less than sixty percent (60%) in number and in value of the Co-owners entitled to vote as of the record date for said vote. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of the Association or such members.

- (c) **Other Assessments.** Fines, interest, late or administrative charges, attorneys fees and other costs and expenses imposed against a Co-owner by the Board of Directors pursuant to the Condominium Documents (which include, without limitation, any rules and regulations adopted by the Board of Directors in accordance with Section 12 of Article VI below) shall be deemed assessments which shall be charged, collected and enforced in the same manner as all assessments pursuant to this Article II.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, 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 Article V of the First Amendment to Consolidated Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration, as may be determined in the sole discretion of the Board of Directors, which benefit less than all of the Units in the Condominium may be specially assessed against the Unit or Units so benefited and may be allocated to the benefited Unit or Units in the proportion which the percentage of value of each benefited Unit bears to the total percentages of value of all Units so benefited.

Monthly installments of the annual assessment are due on the first day of each month. 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. A late charge in the amount of twenty dollars (\$20.00) per month, or such other amount as may be determined by the Board of Directors (any such different amount to be effective upon fifteen (15) days notice to the members of the Association) shall be assessed automatically by the Association upon any cost or assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association, but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Costs and assessments in default also shall bear interest at the rate of seven percent (7%) per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first, against late charges and accrued interest, attorneys fees, expenses of collection and advances by the Association to pay taxes or other liens in order to protect the Association's lien (herein, "protective advances"), and thereafter, against costs and assessments in order of oldest delinquency.

Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all costs and assessments (including late charges, accrued interest, attorneys fees, expenses of collection and protective advances) pertinent to the Co-owner's Unit which are levied while such Co-owner is its owner. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all costs and assessments (including late charges, interest, attorneys fees, expenses of collection and protective advances) pertinent to the Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. In the event of the sale of a Unit upon foreclosure of any mortgage, the purchaser at the foreclosure sale shall be deemed the Co-owner and shall be, and remain personally liable for the payment of all assessments (including accrued interest, late charges, attorneys' fees and costs of collection and enforcement of payment) pertinent to the Unit subsequent to the date of such sale, but the mortgagor also shall be, and remain, personally liable for all such amounts as are levied while such Co-owner retains the right of redemption conferred by statute.

Section 4. Waiver of Use or Abandonment of Unit; Uncompleted Repair Work. No Co-owner may exempt himself or herself from liability for 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, or because of uncompleted repair work or the alleged failure of the Association to provide services and/or management to the Condominium or to the Co-owner.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment and/or by foreclosure of the statutory lien that secures payment of assessments, in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a

complaint brought by the Association for nonpayment of costs and/or assessments the fact that the Association or its agents have not provided the services or management to the Co-owner.

Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, 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 obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the 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 who acquires title to a Unit acknowledges that, at the time of acquiring title to the Unit, the Co-owner was notified of the provisions of this Section and the Co-owner voluntarily, intelligently and knowingly waived both 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 Unit. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after the mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his/her or their last known address, of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional or a special assessment levied against the 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. If a foreclosure, either judicial or by advertisement, is contemplated, 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, attorney fees, expenses of collection, protective advances and future assessments); (iv) the legal description of the Unit(s); and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencing any foreclosure proceeding, but 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. If the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

The expenses, including, without limitation, protective advances and actual attorney's fees (not limited to statutory fees) incurred by the Association in collecting unpaid costs and/or assessments, late charges, accrued interest and/or other expenses of collection, shall be chargeable to the Co-owner in default and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner which, according to these Amended and Restated Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable and secured by the lien on the Co-owner's Unit. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements, shall not be entitled to vote at any meeting of the Association, to sign any petition for any purpose prescribed by the Condominium Documents or by law, to run for election or serve as a director, or to be appointed or serve as an officer 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 the Co-owner's 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 such Co-owner, as provided by the Act.

Section 6. Liability of Mortgagee. Notwithstanding any other provision of the Condominium Documents, if the holder of any first mortgage of record covering a Unit, or any other purchaser, obtains title to the Unit as a result of foreclosure of the first mortgage or by deed (or assignment) in lieu of foreclosure, then such person, its successors and assigns, shall take the property free of any claims for unpaid assessments or charges against the Unit which accrued prior to the acquisition of title by such person (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 assessments that have priority over the first mortgage under Section 108 of the Act).

Section 7. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 8. Personal Property Tax Assessment of Association Property. 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.

Section 9. Construction Lien. A construction lien arising under the Construction Lien Act, Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act, as amended.

Section 10. Statement of Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement of the Association as to the outstanding amount of any unpaid Association costs and assessments (whether annual, additional or special), interest, late charges, fines, protective advances, attorney fees and other expenses of collection. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid costs and assessments, late charges, interest, fines, protective advances, attorney fees and other expenses of collection as may exist, or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid costs and assessments, together with late charges, interest, fines, protective advances, attorneys' fees and other expenses of collection, and the lien securing same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid costs and assessments, late charges, interest, fines, protective advances and attorney fees and other expenses of collection constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims, except real property taxes and first mortgages of record having priority. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

ARTICLE III ARBITRATION

Section 1. Scope and Election. 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 one or more 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 the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. 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. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, neither a Co-owner nor the Association shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Courts.

ARTICLE IV INSURANCE

Section 1. Association Insurance. The Association shall obtain and continuously maintain in effect a standard insurance policy with coverage for "all risks" of direct physical loss which are commonly insured against by condominium associations, which includes, among other things, fire and extended coverage; vandalism and malicious mischief; host liability; liability for death, bodily injury, medical payments and property damage arising out of or from the Association's ownership, use or maintenance of the Common Elements that are the Association's responsibility to maintain, repair and replace under Article IV of the Consolidated Master Deed; and, if applicable, workers' compensation insurance. The Association also shall carry: (i) fidelity bond coverage as provided in Article X, Section 12, below; (ii) directors' and officers' liability coverage as provided in Article XIII, Section 2, below; and (iii) such other insurance, if any, as the Board of Directors from time to time deems advisable. The Co-owners are advised that the Association's coverage is not intended to be comprehensive as to all risks and portions of the Condominium Premises, including, without limitation, the Units and those Limited Common Elements for which the Co-owners are assigned by Article IV of the Consolidated Master Deed the responsibility to maintain, repair and/or replace, and, consequently, that each Co-owner has the obligation to obtain and continuously maintain in effect additional coverages, as outlined in Section 2 of this Article. All insurance policies purchased by the Association shall be carried and administered in accordance with the following provisions:

- (a) **In General.** The Association shall purchase all such insurance for the benefit of the Association, Co owners and mortgagees, as their interests appear, and provision shall be made for the issuance of certificates of endorsement to the mortgagees of Co owners. Each such insurance policy shall, insofar as applicable, provide that:
- (i) each Co-owner (and the Co-owners, collectively, as a group) is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;
 - (ii) the insurer waives its right to subrogation under the policy against any Co-owner and any member of his household residing in the Unit;
 - (iii) no act or omission of any Co-owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;
 - (iv) if, at the time of loss under the policy, there exists in the name of a Co-owner other insurance covering the same risk as is covered by the policy, the Association's policy shall be deemed primary insurance to the extent, only, so provided in Section 3 of this Article IV; and
 - (v) insurance proceeds shall be disbursed, first, for repairs or restoration of the damaged property, unless and except as the:

- (A) Condominium is terminated;
- (B) Co-owners and mortgagees vote not to re-build or repair in accordance with Article V, Section 1 of these Amended and Restated Bylaws; or
- (C) repair or replacement would be illegal under any state or local health or safety statute or ordinance.

(b) **Casualty Insurance.** All Common Elements, and all standard features of the Units, shall be insured against fire and the other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, and shall be subject to such deductible amounts as the Board of Directors of the Association, in consultation with the Association's insurance carrier and/or its representatives, annually determines to be prudent in light of prevailing insurance market conditions and commonly employed methods for the reasonable determination of replacement costs. At the election of the Board of Directors, such coverage also may include: (i) "additions and betterments", as defined in Section 2(c) below; and/or (ii) Unit interior walls, floors and ceilings, but only to the extent that such interior walls, floors and ceilings: (A) are structural, load-bearing or otherwise necessary to the support of the building in which the Unit is contained; or (B) contain General Common Element pipes, wires, conduits and/or ducts. All such coverage shall:

- (i) be effected upon an agreed amount basis for the entire Condominium, with appropriate inflation riders in order that no co insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement); and,
- (ii) include endorsement(s) for the Association's additional costs, if any, incurred:
 - (A) to upgrade a damaged Common Element structure in compliance with then-applicable building codes; and
 - (B) if determined by the Association's legal advisor that any law or ordinance applicable at the time of insurance policy purchase or renewal so requires, to demolish and re-construct the undamaged portion of any partially-damaged Common Element structure.

Whenever used in these Amended and Restated Bylaws, the "standard features" of a Unit means and includes: (i) all of the Unit interior structural and attendant and related building materials which are required to establish a structure for the Unit at the points and surfaces where it begins, including, without limitation, the foundations; basement floor, if any; basement walls, if any; drywall; joists and other structural elements between floors, and at the ceiling of the uppermost floor; (ii) all fixtures, equipment and decorative trim items which were included as standard features within the Unit, or which were installed within the interior surface of any main wall, at the time of the Unit's initial retail sale and occupancy as a dwelling, as evidenced by any plans and specifications filed by the Developer with the municipality and/or by such other or additional reliable physical or written evidence thereof as may exist, such items to include, as applicable, without limitation, bathroom and kitchen fixtures; counter tops; built-in cabinets; finished carpentry; electrical and plumbing conduits; tile; lighting fixtures; and interior doors, door jams and associated hardware, but specifically to exclude all appliances, electrical fixtures, water heaters, heating and air conditioning equipment, wall coverings, window treatments and floor coverings; and (iii) such additional, different or upgraded materials, if any, as the Board of Directors from time to time declares by any regulation or resolution to be "standard features" of all Units in the Project. Should the Board fail to publish such specifications, the "standard features" of each Unit shall be determined by reference to provisions (i) and (ii) above, only, and the original installations, allowing, however, for reasonable changes in components and methods of construction, assembly and finish with the passage of time. Unless otherwise specified by the Board in accordance with (iii) above, the "standard features" of a Unit shall not include items installed in addition to or, to the extent, if any, that the replacement cost will exceed in real dollars the cost of

the standard feature of the Unit, any upgrade of or replacement for the standard feature which has been installed in the Unit, regardless whether any such addition, upgrade or replacement was installed by the Developer or by a subsequent Co-owner of the Unit.

- (c) **Optional Umbrella Insurance.** The Association may purchase as an expense of administration an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.
- (d) **Insurance Records.** All non-sensitive and non-confidential information in the Association's records regarding the Association's insurance coverages shall be made available to all Co-owners and mortgagees upon request and reasonable notice during normal business hours, so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverages, if so determined. Upon such re-evaluation and effectuation of coverages, the Association shall notify all Co-owners of the nature and extent of all changes in coverages.
- (e) **Association Premium Expenses.** All premiums on insurance purchased by the Association pursuant to these Amended and Restated Bylaws shall be expenses of administration.
- (f) **Proceeds of Association Insurance.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and applied or distributed to the Association, or to the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Amended and Restated Bylaws, the proceeds of any insurance received by the Association as a result of any loss which requires 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 repair, replacement or reconstruction of the Condominium unless not less than sixty-six and two-thirds percent (66-2/3%), if one or more Units are tenantable, or fifty percent (50%), if no Unit is tenantable, of the institutional holders of first mortgages on Units have given prior written approval.

Section 2. **Co-owner Insurance.** Each Co-owner shall obtain and continuously maintain in effect for his Unit, and for those appurtenant or assigned Limited Common Elements for which the Co-owner is assigned the responsibility for maintenance, repair and replacement by Article IV of the Consolidated Master Deed, the insurance coverages described in sub-Section 2(a) below. It shall be each Co-owner's responsibility to determine by personal investigation, or by consultation with his own insurance advisor, whether the insurance coverages required by sub-Section 2(a) will be adequate in type and amount to recompense him for all of his foreseeable losses and liability risks for the property required by the preceding sentence to be insured, or whether coverage of an additional type or amount is appropriate or desirable. In particular, each Co-owner should consider the purchase of optional coverages for "additions and betterments", as described in sub-Section 2(c) below, and for alternative living expense in the event of fire and/or other covered casualty which renders the Unit uninhabitable. The Association shall have absolutely no responsibility for obtaining any such coverages unless agreed specifically and separately between the Association and the Co-owner in writing; provided, that any such agreement between the Association and the Co-owner shall provide that any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II hereof.

- (a) **Mandatory Coverage.** Each Co-owner shall obtain and continuously maintain in effect at his own expense liability and property casualty insurance coverage (generally in the form of an "HO-6" or "HO-4" insurance policy, as applicable, or such other specifications as the Board of Directors may prescribe, or as may be commonly extant from time to time), which affords coverage against "all-risks" of loss due to casualty to:

- (i) personal property located anywhere in the Condominium; and,
- (ii) his Unit, including, without limitation, its "standard features", within the meaning assigned that term in Section 1(a) above; and,
- (iii) all Limited Common Elements appurtenant or assigned to the Unit for which the Co-owner is assigned by Article IV of the Consolidated Master Deed the responsibility to maintain, repair and replace,

and also against "all-risks" of liability for injury to property and persons occurring in the Unit or upon any Limited Common Element appurtenant or assigned thereto for which the Co-owner is assigned by Article IV of the Consolidated Master Deed the responsibility to maintain, repair and replace. A "loss assessment" endorsement shall be included that provides coverage for the Co-owner's share of any property damage or liability loss for which there may be no coverage, or inadequate coverage, under the applicable Association insurance policy. Each Co-owners also shall request of the insurer that all Co-owner insurance coverage: (A) name the Association as an additional insured; and (B) provide that the insurer shall mail to the Association notice of cancellation not less than thirty (30) days prior to any policy cancellation, although the insurer's refusal to do so shall not constitute a default by the Co-owner hereunder. All coverages shall be in amounts prescribed from time to time by the Board of Directors of the Association, but in no event shall coverage for the interior of the Unit and all personal property be less than the current insurable replacement value, nor shall liability coverage be on a "per occurrence" basis in an amount which is less than one hundred thousand dollars (\$100,000.00) for damage to property and three hundred thousand dollars (\$300,000.00) for injury to persons.

- (b) **Co-owner Duty to Provide Evidence of Mandatory Coverage; Association Remedy upon Default.** Each Co owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. In the event that the Co-owner shall fail to do so, in addition to any other remedy which it may have under these Amended and Restated Bylaws, the Association may, but shall not be under any obligation to, purchase such insurance coverage in respect of the Unit and its appurtenant Limited Common Elements upon the Co-owner's failure to deliver such evidence of insurance coverage to the Association within thirty (30) days after the Association provides written notice of its intention to do so. The premium cost incurred by the Association to purchase Co-owner mandatory insurance coverage upon a Unit may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.
- (c) **Optional Co-owner "Additions and Betterments" Coverage.** Each Co owner should consider whether to obtain and maintain "additions and betterments" insurance coverage for the Unit. Whenever used in these Amended and Restated Bylaws, "additions and betterments" shall mean and includes all fixtures, equipment, decorative trim and furnishings which are located within the Unit, or within any Limited Common Element appurtenant to the Unit, which are not a "standard feature" of the Unit, within the meaning assigned that term in Section 1(a) above.

Section 3. Determination of Primary Carrier; Subrogation. In all circumstances in which there shall exist overlapping coverages under policies of insurance carried by a Co-owner and the Association in accordance with this Article, the following provisions of this Section 3 shall determine the carrier and policy that shall have the primary responsibility to adjust and pay an insured loss for which both policies afford coverage. In the event of property damage to a General Common Element, or to a Limited Common Element for which the Association is assigned by Article IV of the Consolidated Master Deed the responsibility to maintain, repair and replace, the Association's carrier and policy shall be deemed primary. In the event of personal injury or any other liability claim for an occurrence in or upon the General Common Elements, or in or upon a Limited Common Element for which the Association is assigned by Article IV of the Consolidated Master Deed the responsibility to maintain, repair and replace, the Association's carrier and policy shall be deemed primary. In

the event of property damage to a Unit and/or its contents, including, without limitation, both the "standard features" and "additions and betterments" of the Unit, or to a Limited Common Element appurtenant or assigned to the Unit for which the Co-owner is assigned by Article IV of the Consolidated Master Deed the responsibility to maintain, repair and replace, the Co-owner's carrier and policy shall be deemed primary. In the event of a personal injury or other liability claim for any occurrence in or upon a Unit, including, without limitation, any claim which is attributable to or arises from the use of any "standard feature" or "addition and betterment" of the Unit, or for any occurrence in or upon a Limited Common Element appurtenant to the Unit for which the Co-owner is assigned by Article IV of the Consolidated Master Deed the responsibility to maintain, repair and replace, the Co-owner's carrier and policy shall be deemed primary. In all cases where the Association's carrier and policy are not deemed primarily responsible to adjust the loss, if the Association's carrier and policy contribute to the payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of insurance proceeds paid, and the Association shall in no event be responsible to pay any deductible amount under either the Association's or the Co-owner's policy. The Association and Co-owners, as to all policies which either obtains, shall use their best efforts to see that all property casualty and liability insurance carried contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the other party.

Section 4. Authority of Association to Settle Insurance Claims. Each Co-owner, by his ownership of a Unit, shall be deemed to appoint the Association as the Co-owner's 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 workers' compensation insurance, if applicable, pertinent to the Condominium, the Co-owner's Unit and the Common Elements, with such insurer as, from time to time, may provide such insurance for the Condominium. 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; collect and remit premiums; collect insurance proceeds; hold, apply to the repair or reconstruction of any damage and/or distribute insurance proceeds to the Association, the Co-owners and their mortgagees, as their interests may appear (subject always to the Condominium Documents); execute releases of liability; and execute all documents and do all things on behalf of such Co-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 5. Indemnification. Each Co-owner shall indemnify and hold harmless the Association and every other Co-owner for all damages and costs, including, without limitation, actual attorneys' fees (not limited to reasonable attorneys' fees), which the Association or such other Co-owner(s) suffer as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or a Limited Common Element for which the Co-owner is assigned the responsibility to maintain, repair and replace, and, if so required by the Association, shall carry insurance to secure this indemnity. This Section 5 shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility to Repair or Replace. This Article shall determine whether a portion of the Condominium Premises which is damaged or deteriorates as the result of a casualty or other insurable event shall be repaired or replaced, and, if so, assigns the responsibility for such repair or replacement and for the costs thereof. Except in the case of Co-owner responsibility pursuant to Article VI, Section 15, below, the allocation of responsibilities contained in Article IV, Section 3, of the Consolidated Master Deed shall, determine the allocation of responsibility for the costs of maintenance, repair or replacement of any portion of the Condominium Premises in the absence of casualty or other insurable event.

Section 2. Termination of Condominium. If any part of the Condominium Premises shall be damaged or deteriorated, the damaged or deteriorated property shall be rebuilt or repaired unless it is determined by not less than eighty percent (80%) in number and in value of the Co-owners entitled to vote as of the record date for said vote that the Condominium shall be terminated, and not less than sixty-six and two-thirds percent (66-

2/3%) of the institutional holders of a first mortgage lien on any Unit have given their prior written approval to such termination. If the Condominium is terminated in accordance with this Section, the Condominium Premises and assets of the Association shall be owned and held by the Co-owners in accordance with Section 51 of the Act and the percentages of value assigned their Units by Article V of the Consolidated Master Deed, as amended, and any common profits of the Association shall be owned and held in the same proportions and distributed to the Co-owners and their mortgagees of record as their respective interests may appear.

Section 3. Repair in Accordance With Consolidated Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Consolidated 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 4. Allocation of Responsibility.

(a) **In General.** If the damage or deterioration is only to a Unit, or to a Limited Common Element for which a Co-owner is assigned by Article IV of the Consolidated Master Deed the responsibility to repair and replace, or by Article IV of these Amended and Restated Bylaws the duty to insure, the Co-owner shall reconstruct or repair the damage in accordance with subsection (b) of this Section. In all other cases, the Association shall reconstruct or repair in accordance with subsection (c) of this Section.

(b) **Co-owner Responsibility for Repair.** The Co-owner of the Unit shall promptly repair or replace damage or deterioration to his Unit or to any such Limited Common Element, and, except insofar as another Co-owner is responsible for the costs of such repair or replacement, as provided in Article VI, Section 15, below, or as provided in subsection (c) of this Article, the Co-owner shall bear all of the costs thereof. The Co-owner's responsibility pursuant to the preceding sentence shall include, but not be limited to: interior walls (but not any Common Elements therein); sanitary (toilet) installations, doors, windows, door walls, storm doors and storm windows, screens and their associated hardware; all appliances, equipment and accessories, whether free-standing or built-in, and their supporting hardware/equipment, including water faucets, water tanks, fixtures, furnaces, gas fireplace equipment, chimney flue, computers, monitors, printers, air conditioners, compressors and pads, water heaters, exhaust fans, sinks, refrigerators, ovens, cooktops, dishwashers and garbage disposals; all floor coverings, wall coverings, window shades, draperies, cabinets, interior trim, telephones, furniture, lamps, light fixtures, switches, outlets and circuit breakers; and all other internal installations. If any such damage or deterioration 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 above, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, to be used solely for the necessary repairs, but only in the absence, or after exhaustion of, any Co-owner coverage, and 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. In the event proceeds of insurance carried by the Association are paid to the Co-owner, or to the Co-owner and mortgagee jointly, as provided in the last sentence, the Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds.

(c) **Association Responsibility for Repair.** The Association shall repair or replace any damaged or deteriorated Common Element for which the Association's insurance coverage is deemed to provide primary coverage, as provided in Article IV, Section 3, above, although the responsibility for the deductible amount under the Association's insurance coverage, and for any other uninsured or underinsured costs incurred by the Association for such repair or replacement, shall be allocated in accordance with the provisions of Article IV, Section 3 of the Consolidated Master Deed. The Association also shall be responsible for any incidental damage (as that term is hereinafter defined) to a Unit which is caused by such Common Elements or by the reconstruction, repair or maintenance thereof. "Incidental damage" shall be defined as damage incurred to the drywall and/or floor of a Unit, but excludes any damage to the contents of a Unit, including, but not limited to, wallpaper, carpeting, paneling, furniture and personal property. Notwithstanding anything herein to the contrary, the responsibility of the Association for "incidental damage" to a Unit under the provisions of this subsection shall not exceed the sum of \$1,000.00. Any "incidental damage" to a Unit as described in this

subsection which is in excess of \$1,000.00 shall be borne by the Co-owner of the Unit. In the event that the Co-owner shall have insurance which covers any portion of the "incidental damage", as defined herein, then the Association shall not be liable for that portion of the "incidental damage" for which the Co-owner's insurance coverage exists and the insurance carrier of the Co-owner shall have no right of subrogation against the Association. In the event of damage to or the deterioration of any interior wall of a Unit which is structural, load-bearing or otherwise necessary to the support of the building in which the Unit is contained, or in which there exists any pipe, wire, conduit, duct or other Common Elements, the Association shall make the reconstruction or repair, but the Co-owner shall be responsible for the costs so incurred and promptly shall pay over to the Association all proceeds of any Co-owner insurance coverage which is primary coverage to the extent necessary to reimburse the Association for such costs. The costs of any repair or replacement allocated to the Co-owner in accordance with this Section, or which is the responsibility of the Co-owner pursuant to Article IV, Section 15, below, shall be assessed and collectible as provided in Article II above. Immediately after a casualty causing damage to property for which the Association has the responsibility of 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, 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 the Consolidated Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair, which may be collected in accordance with Article II herein. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

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

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

- (a) **Taking of Entire Unit.** In the event of a taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner and mortgagee of such Unit, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium. If any condemnation award shall become payable to the Co-owner of a Unit which is not wholly taken by eminent domain, such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.
- (b) **Taking of Less than Entire Unit.** If the taking of a portion of a Unit makes it impractical to rebuild the partially taken Unit to make it habitable, then the entire undivided interest in the Common Elements appertaining to that Unit shall thenceforth appertain to and be allocated to the remaining Units in proportion to the percentages of value assigned by Article V of the Consolidated Master Deed, as amended. The remaining portion of that Unit shall thenceforth be a Common Element.
- (c) **Taking of Common Elements.** If there is a taking of any portion of the Condominium, other than a Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements, and the affirmative vote of more than fifty percent (50%) in number and in value of the Co-owners entitled to vote as of the record date for said vote shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.
- (d) **Continuation of Condominium After Taking.** In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Consolidated Master Deed amended accordingly, and, if any Unit shall have been taken, then Article

V of the Consolidated Master Deed, as amended, shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred percent (100%). 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.

- (e) **Notification of Mortgagees.** In the event any Unit or Common Element, in whole or in part, 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.

Section 7. Mortgages Held by FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request by FHLMC, the Association shall give it written notice at such address as FHLMC may, from time to time, direct of any loss to or taking of the Common Elements, if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount, or if damage to a Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand Dollars (\$1,000.00). The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Unit Co-owner, or any other party, priority over any of the rights of first mortgagees of Units pursuant to their mortgages in the event of a distribution to Unit Co-owners of insurance proceeds or condemnation awards for losses to, or the taking of, their Units and/or the Common Elements.

ARTICLE VI RESTRICTIONS

Section 1. Residential Use. No Unit shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. Timesharing and/or interval ownership is prohibited. No Unit shall be used for a commercial business or enterprise; provided, that this shall not be deemed to ban a Co-owner from operating a home-based business which does not have any on-site employees other than Unit residents, does not produce odors, noises, or other effects noticeable outside of the Unit, and does not involve the manufacture of goods or sale of goods from inventory. This Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in that Co-owner's Unit. The Association may also provide a Unit or a Common Element to be used by a janitor, or resident manager, as the case may be.

Section 2. Leasing and Rental.

- (a) **Right to Lease.** Subject to the limitations of subsection (b) below, a Co-owner may lease or enter into an occupancy agreement or occupancy arrangement for his Unit for the same purposes set forth in Section 1 of this Article VI, provided that written approval of such lease transaction or occupancy arrangement is obtained from the Association's Board of Directors as provided in subsection (c) below. Notwithstanding anything herein to the contrary, a Unit may not be leased if such lease would violate subsection (b) below. No Co-owner shall lease less than an entire Unit in the Condominium, and no person shall be permitted to occupy except under a written lease, occupancy agreement or occupancy arrangement, the initial term of which is at least one (1) year, unless specifically approved in writing by the Association. Under no circumstances shall transient tenants be accommodated. A "transient tenant" means and includes any natural person who occupies the Unit for less than the minimum time period required above (whether pursuant to a lease, occupancy agreement or occupancy arrangement, or otherwise), regardless of whether or not compensation is paid; provided,

that the term "transient tenant" does not mean or include: (i) a Co-owner; (ii) a member of the Co-owner's immediate family or a person who regularly resides with the Co-owner in the Unit as a member of the Co-owner's household; (iii) a guest of a Co-owner or of any person described in (ii), above, if the Co-owner or person described in (ii), above, also is then actually occupying the Unit, provided that any such guest may occupy the Unit for not more than thirty (30) calendar days during any twelve (12) month period unless the Board of Directors in its discretion has approved a longer period upon Co-owner request; or (iv) any other person as the Board of Directors may permit by rule or regulation, or upon Co-owner application in order to avoid hardship.

The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and all other non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, occupancy agreements and occupancy arrangements shall so provide. Every written lease also shall: (i) require that the lessee comply with the Condominium Documents and rules and regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease; and (iii) provide that the Association's Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and to obtain a judgment for money damages after fifteen (15) days' prior written notice to the Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board may suggest or require a standard form lease for use by all Unit Co-owners. Each Co-owner of a Unit shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Board. Copies of all leases in effect as of the effective date of these Amended and Restated Amended and Restated Bylaws shall be provided to the Association within fourteen (14) days of said effective date.

Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number(s). The Board shall be entitled to suspend the right of a Co-owner to lease or rent his or her Unit if such rental or lease would increase the ratio of non-owner occupied to owner-occupied Units beyond the maximum allowed by Federal regulations governing mortgage lending.

- (b) **Limitation on Number of Units Occupied Under Lease, Occupancy Agreement or Occupancy Arrangement.** In order to comply with applicable requirements and/or guidelines of the secondary mortgage market, to preserve the identity of the Condominium as a predominantly owner-occupied community, to promote the security of Unit residents and/or for other operational considerations, the number of Units in the Condominium that may be occupied pursuant to a lease, occupancy agreement or occupancy arrangement at any one time shall not exceed ten percent (10%) of the total number of Units in the Condominium, that is, shall not exceed seven (7) Units. The provisions of this Section 2(b) shall not apply to a lender in possession of a Unit by reason of its having purchased the Unit upon the foreclosure of its mortgage, or by reason of its having obtained title to the Unit by deed in lieu of foreclosure, nor to the estate representative, heir or devisee of a Co-owner who obtains title to the Unit as a result of the Co-owner's death; provided further, that this exemption shall expire upon the earlier of any resale of the Unit by the lender, personal representative, heir or devisee, or that date which is two (2) years after the date the lender, estate representative, heir or devisee acquired such right to possession. The Board of Directors shall review and approve, or disapprove, proposed lease transactions and occupancy agreements and arrangements in accordance with the provisions of subsection (c), below, to obtain compliance with the provisions of this subsection (b), and shall adopt reasonable rules and regulations to insure that the restrictions contained in this subsection (b) are applied in an equitable and consistent manner.
- (c) **Approval of Lease Transactions, Occupancy Agreements and Occupancy Arrangements; Administrative Fees.** A Co-owner who desires to lease a Unit, or to enter into an occupancy agreement or occupancy arrangement, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession to a potential

lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner or the Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Article VI, Section 2 as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.

- (d) **Violation of Condominium Documents by Tenants and NonCo-owner Occupants.** If the Association determines that a tenant or nonCo-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:
- (i) The Association shall advise the Co-owner by certified mail of the alleged violation by the tenant or nonCo-owner occupant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or nonCo-owner occupant, or to advise the Association that a violation has not occurred.
 - (ii) 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 an action for both eviction against the tenant or nonCo-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the tenant or nonCo-owner occupant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant or nonCo-owner occupant in connection with the Unit or Project and for actual legal fees and costs incurred by the Association in connection with legal proceedings hereunder.
- (e) **Arrearage in Condominium Assessments.** When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or other nonCo-owner occupant of the Co-owner's Unit under a lease, rental or occupancy agreement, and the tenant or nonCo-owner occupant, 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 do not constitute a breach of the lease, rental or occupancy agreement by the tenant or nonCo-owner occupant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:
- (i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
 - (ii) Initiate proceedings pursuant to subsection (c) (ii) of this Section 2.
- The form of lease used by any Co-owner shall explicitly contain the foregoing provisions of this subsection (e).
- (f) **Partial Exception for Fannie Mae.** Notwithstanding anything to the contrary herein, in the event that Fannie Mae acquires title to a Unit after foreclosure or by deed delivered in lieu of foreclosure, or, if, after any such acquisition of title, Fannie Mae requires the lending institution from which Fannie Mae acquired the mortgage to purchase title to said Unit, Fannie Mae and/or said prior lender, as applicable, shall not be subject to any restriction contained in this Article VI, Section 2, which relates to the term or content of any lease or rental agreement.

Section 3. Alterations and Modifications of Units and Common Elements.

- (a) No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors (which approval shall be in recordable form), including, without limitation,

exterior painting, lights, aerials or antennas (except those antennas referred to in Section 3(b) below), awnings, doors, shutters, newspaper holders, mailboxes, hot tubs and jacuzzis, basketball backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning provisions. Notwithstanding having obtained such approval by the Board of Directors, the Co-owner shall obtain any required building permits and shall, otherwise, comply with all building requirements of the City. The Board of Directors may only approve such modifications as do not impair the soundness, safety, utility or appearance of the Condominium Project. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. The Association shall not be liable to any person or entity for any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans, specifications and plot plan. No action shall be brought or maintained by anyone whatsoever against the Association for or on account of his or her failure to bring any action for any breach of these covenants.

- (b) Notwithstanding the provisions of Section 3(a) above, the following three (3) types and sizes of antennas may be installed in the Unit or on limited common element areas for which the Co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors under Article VI, Section 10 of these Amended and Restated Amended and Restated Bylaws: (1) Direct broadcast satellite antennas (ASatellite Dishes®) one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. Antenna installation on general common element areas is prohibited, unless approved in writing by the Board in its sole discretion. The rules and regulations promulgated by the Board governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roofline without pre-approval, due to safety concerns. A Co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 3(b) and all rules and regulations regarding installation and placement of antennas, installation may begin immediately; if the installation will not comply, or is in any way not routine in accordance with this Section and the rules and regulations, then the Association and Co-owner shall meet promptly and within seven (7) days after receipt of the notice by the Association, if possible, to discuss the installation. The Association may prohibit Co-owners from installing the aforementioned satellite dishes and/or antennas if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewer's rights under Section 207 of the Federal Communication Commission ("FCC") rules. This Section is intended to comply with the rule governing antennas adopted by the FCC effective October 14, 1996, as amended by FCC Orders released September 25, 1998 and November 20, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, and this Section may be modified through rules and regulations promulgated by the Board pursuant to Section 10 of this Article VI.
- (c) 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 and (except with respect to antennas referred to in Section 3(b) above) shall be obligated to execute a Modification Agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pump, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an unreasonable annoyance or a nuisance to any other Co-owner. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the 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 even if approved. Each Co-owner, by ownership or use of any Unit, or the observance, allowance or the maintenance of any condition or circumstance in or about said Unit or the Common Elements (Limited or General) which increases the hazard or risk or is considered an inherently dangerous activity (as determined in the reasonable discretion of the Board of Directors), shall have an affirmative duty to notify the Board of Directors as to the existence of such condition or circumstance. No Co-owner shall use or permit to be brought into the buildings in the Condominium any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, 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. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, illegal fireworks, or other similar dangerous weapons, projectiles or devices. In all circumstances the Co-owner shall indemnify and hold harmless the Association and its Board of Directors against any and all such liabilities for all such prohibited, required, proscribed or regulated activities, omissions or conduct.

Section 5. Pets. No reptiles or exotic pets, and no animals, shall be maintained by any Co-owner or brought upon the Condominium Premises, unless first specifically approved in writing by the Board of Directors. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No doghouses or tethering of animals shall be permitted on the Common Elements, Limited or General. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended in person by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission, 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. Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. 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 Amended and Restated Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the

Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and 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 which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The provisions of this Section 5 shall not apply to small animals that are constantly caged, such as small birds or fish.

Section 6. Aesthetics. The Common Elements 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. Storage by a Co-owner shall be permissible only in the garage or basement of the Unit. No unsightly condition shall be maintained on any patio, garden court, balcony or entrance walkway, and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use, except as may be provided in rules and regulations of the Association. No picnic tables, pools, tents, swimming sets, jungle gyms or other such personal property shall be permitted on the General Common Elements. Trash receptacles shall be maintained at all times in designated areas and shall not be permitted to remain elsewhere on the Common Elements, except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may not be washed on any portion of the Condominium Premises, except in areas designated by the Board of Directors. Nothing herein contained shall be construed to require the Board of Directors to so designate an area for washing of automobiles. There shall be no outdoor cooking or barbecues except on the rear entry level deck and/or other areas designated therefor by the Board of Directors. Nothing herein contained shall be construed to require the Board of Directors to so designate an area for outdoor cooking or barbecues. In general, no activity shall be carried on nor condition maintained by any Co-owner, either in the Co-owner's Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Common Element Maintenance. Sidewalks, landscaped areas, roads, and parking areas, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements, except as may be provided by duly adopted rules and regulations of the Condominium. The use of any recreational facilities or other amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other nonCo-owner occupants of Units in which the Co-owner does not reside and/or such guests as may be permitted by the rules and regulations promulgated by the Association; provided, further, however, that the nonresident Co-owners of such Units are members in good standing of the Association. Use of amenities, including, without limitation, the pool, may be made by guest(s) only if such guest(s) are accompanied by the Co-owner, tenant or land contract purchaser of the Unit.

Section 8. Vehicles. No housetrailer, commercial vehicles, recreational vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, mopeds, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles, vehicles and trucks designed and used primarily for personal transportation purposes, may be parked or stored upon the premises of the Condominium, except in the Limited Common Element garage with the garage door closed, or except as the Association may designate a specific area therefor; provided, that the Association shall not be obligated to designate any such area. Garage doors shall be closed except for purpose of ingress and egress from the garage. In the event that a Co-owner is the owner of a recreational vehicle and desires to load or unload personal property from said recreational vehicle, such Co-owner shall have the right to park on the Condominium Premises for a period

not to exceed forty-eight (48) hours. Any damage resulting to the Common Elements or personal property of individual Co-owners resulting from such temporary parking shall be the sole responsibility of the operator and owner of said vehicle. Nothing herein contained shall be construed to require the Association to approve the parking of such vehicles as are described in the first sentence of this Section or to designate an area therefor. 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. Any non-assigned parking areas shall be reserved for the general use of the members and their guests. Commercial vehicles and trucks (except trucks designed and used primarily for personal transportation as below provided) shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two (2) axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business. Noncommercial trucks such as Suburbans, Blazers, Bravadas, Jeeps, GMC's/Jimmy's, pickups, vans, and similar vehicles that are designed and used primarily for personal transportation shall be permissible, except as may be otherwise prohibited herein. Non-operational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises unless specifically approved by the Board of Directors.

The speed limit upon the premises of the Condominium is fifteen (15) miles per hour. The Board of Directors from time to time may promulgate and enforce reasonable rules and regulations concerning the parking and operation of motor vehicles within the Condominium.

Co-owners shall be allowed four (4) vehicles, all of which shall be parked in the two (2) spaces inside the attached garage and in the two (2) spaces outside on the driveway/approach to the garage. Any additional vehicles maintained by the Co-owners shall be parked in the guest areas or unassigned spaces, subject to regulations as may be promulgated by the Board of Directors. In the event of a shortage of parking spaces, the Board of Directors may assign General Common Element parking spaces in an equitable manner for the use of the Co-owners of a particular Unit or Units. The Association may also construct such additional parking facilities on the General Common Elements as the Association, in its discretion, determines to be necessary. Each Co-owner shall be responsible for cleanup and damage to, or debris or residue left upon the Common Elements due to or as a result of any mechanical or other failure of the vehicle operated, owned or permitted upon the Condominium Premises by a Co-owner. 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 removed 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. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs and "Open" signs, without written permission from the Association.

Section 10. Rules and Regulations. Reasonable rules or regulations consistent with the Act, the Consolidated Master Deed and these Amended and Restated Bylaws, concerning the use and operation of the Condominium may be made and amended from time to time by the Board of Directors. Copies of all such rules and/or regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such rule, regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) in number and in value of the Co-owners entitled to vote as of the record date for said vote.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have a right of 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 a right of 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 and/or to protect the safety and/or welfare of the inhabitants of the Condominium. The Co-owners of the Units in which a sump pump is located shall provide the Association with access as may be required for any emergencies, periodic sump pump inspection and for any necessary maintenance procedures as may be established by the Board of Directors from time to time. It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable, including without notice, under the circumstances and shall not be liable to such Co-owner for any necessary damage to the Co-owner's 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. In the event that it is necessary for the Association to gain access to a Unit or the contents of same or Limited Common Elements appurtenant to same which are under the control or possession of the Co-owner to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Amended and Restated Bylaws.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing. Any such approved landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner shall be performed and/or planted, as the case may be, in a manner consistent with the landscaping in other portions of the Condominium Premises. The Co-owner shall be responsible for the maintenance of any such approved landscaping performed by a Co-owner and any such trees, shrubs, or flowers planted by the Co-owner. 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.

Section 13. Disposition of Interest in Unit by Sale or Lease. No Co-owner may dispose of a Unit, or any interest therein, by a sale or lease without complying with the following terms or conditions:

- (a) **Notice to Association; Co-owner to Provide Condominium Documents to Purchaser or Tenant.**
A Co-owner intending to make a sale or lease of a Unit, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Consolidated Master Deed (including Exhibit "A", being these Amended and Restated Bylaws, and Exhibit "B" thereto) and any amendments to the Consolidated Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee, and such selling or leasing Co-owner shall provide the Association with a written acknowledgment or receipt signed by the proposed purchaser or lessee acknowledging receipt of said Condominium Documents. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Consolidated Master Deed and other documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser

or lessee with the terms, provisions and restrictions set forth in the Consolidated Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his/her obligations to comply with the provisions of the Condominium Documents.

- (b) **Mortgagees not Subject to Section.** A holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall not be subject to the provisions of this Section 13.

Section 14. Co-owner Maintenance; Damage Attributable to Co-owner Fault. Each Co-owner shall maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition. If a Co-owner fails to properly maintain, repair or replace an item for which he or she has maintenance, repair and/or replacement responsibility under the terms of the Consolidated Master Deed, these Amended and Restated Bylaws, or any other Condominium Document, the Association may, in the sole discretion of the Board of Directors and at its option, perform any such maintenance, repair and replacement following the giving of three (3) days written notice thereof to the responsible Co-owner of its intent to do so (except in the case of an emergency repair with which the Association may proceed without prior notice). The Association may assess the costs thereof to the Co-owner of the Unit as provided in Section 17 below. Such right of the Association to perform such maintenance, repair and replacement shall not be deemed an obligation of the Association, but, rather, is in the sole discretion of the Board of Directors. Each Co-owner shall also use due care to avoid damaging any other Unit, or any of the Common Elements, both General and Limited, including, but not limited to, the patios and garden courts, balconies, exterior windows and doors, garage doors, meters, telephone, water, plumbing, electrical or other utility conduits and systems. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or the misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full 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 of the Association or other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II above. The Co-owners shall report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 15. Restrictions not Applicable 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 and in its Articles of Incorporation, as any of the same may be amended from time to time.

Section 16. Telephone Numbers of Occupants of Units. Upon the request of the Association, the telephone numbers of all occupants of Units shall be supplied to the Association.

Section 17. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorneys fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Section 10 of this Article, and any costs, expenses, and attorneys' fees incurred in collecting said costs, damages, expenses, and/or attorneys' fees, 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 and collected from the responsible Co-owner in the manner provided in Article II above.

ARTICLE VII MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his/her 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 shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit. The Association shall also give to the holder of any first mortgage covering any Unit written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit 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 VOTING

Section 1. Vote. Except as limited in these Amended and Restated Bylaws, each Co-owner shall be entitled to one (1) vote for each Unit owned, when voting by number, and one (1) vote, the value of which shall equal the total of the percentages allocated to the Units owned by such Co-owner as set forth in Article V of the First Amendment to Consolidated Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in number and in value.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Unit to the Association. A Co-owner shall not be entitled to vote if in default of any provision of the Condominium Documents. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative.

Section 3. 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, sign petitions and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, limited liability company, limited liability partnership, 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, but the designation of a nonCo-owner as a designated voting representative shall not entitle that nonCo-owner to serve as an officer or director of the Association, unless otherwise permitted under these Amended and Restated Bylaws.

Section 4. Quorum. The presence in person or by proxy of not less than twenty-five percent (25%) in number and in value of the Co-owners entitled to vote as of the record date for said meeting, shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots must be filed with the Secretary of the Association, or such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those entitled to vote as of the record date for said vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage of all Co-owners.

ARTICLE IX MEETINGS

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

Section 2. Annual Meetings. There shall be an annual meeting of members of the Association which shall be held during the month of May, at such date, time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Amended and Restated 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 not fewer than twenty-five percent (25%) in number of the Co-owners entitled to vote as of the date of said petition, presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 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 of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Amended and Restated Bylaws shall be deemed notice served. In lieu thereof, said notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-owner is a resident of the Unit. Electronic transmittal of such notice, such as facsimile, E-mail and the like, may be deemed notice served in the sole discretion of the Board so long as written or electronic confirmation of receipt of the notice is returned to and received by the Association from the designated voting representative. 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. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called to attempt to obtain a quorum.

Section 6. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 7. Action Without Meeting. Any action which may be taken at a meeting of the members of the Association (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members. Written consents may be solicited in the same manner as provided in Section 4 above for the giving of notice of meetings of members. Such solicitation may specify the percentage of consents necessary to approve the action, and the time by which consents must be received in order to be counted. The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period, if any, specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted.

Section 8. Consent of Absentees. The transactions of any meeting of members, 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 be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, 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 9. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed to truthfully 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. Qualifications of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association. "Good standing" shall be deemed to include only a member who is current in all financial obligations owing to the Association and who has not been declared by the Board to be in default of any other provision of the Condominium Documents, unless the Board subsequently has determined that such default has been cured. If a member of the Association is a corporation, partnership, limited partnership, limited liability company or other person who is not a natural person, then any partner, shareholder, member, officer, director employee or agent of the corporation shall be qualified to serve as a director. Directors shall serve without compensation. No more than one (1) Co-owner of any one Unit shall serve on the Board of Directors.

Section 2. Number and Election of Directors. The Board of Directors shall be composed of seven (7) persons. The term of office of each director shall be three (3) years and the terms of the respective directors have been previously staggered. At each annual meeting of the members held, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties. All powers, duties and authorities vested in or delegated to the Association shall be exercised by the Board of Directors. The Board of Directors shall have the 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, including, without limitation, exercising easement rights to, through, over, and under the Units and Limited Common Elements in pursuance of the exercise of its maintenance functions.

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

- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit and its corresponding vote excepting a vote for the election of members of the Board of Directors, and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association; provided, however, that the purchase of any Unit for use by a resident manager shall be approved by the affirmative vote of not less than sixty percent (60%) in number and in value of the Co-owners entitled to vote as of the record date for said vote.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to Association property and/or the Common Elements on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements; provided, however, that any such action shall also be approved by the affirmative vote of not less than sixty percent (60%) in number and in value of the Co-owners entitled to vote as of the record date for said vote. The aforementioned sixty percent (60%) approval requirement shall not apply to sub-paragraph (h) below.
- (h) 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.
- (i) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes 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 the affirmative vote of not less than sixty percent (60%) in number and in value of the Co-owners entitled to vote as of the record date for said vote, unless same is a letter of credit and/or appeal bond for litigation, or unless same is for a purchase of personal property with a value of Ten Thousand Dollars (\$10,000.00), or less. If any sum borrowed by the Board of Directors on behalf of the Association of Co-owners pursuant to the authority contained herein is not repaid by the Board of Directors, a Unit Co-owner who has paid to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all Unit Co-owners in the Common Elements shall be entitled to

obtain from the creditor a release of any judgment or other lien which said creditor shall have filed, or shall have the right to file, against the Co-owner's Unit.

- (j) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 10 of these Amended and Restated Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.
- (k) 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 any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.
- (l) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which shall not be a Co-owner or resident, or a person affiliated with a Co-owner or resident) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, 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 to have the approval of, the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party.

Section 6. 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 elected shall serve until the next annual meeting of members, at which the Co-owners shall elect a director to serve the balance of the term of such directorship.

Section 7. Removal by Co-owners. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number and in value of the Co-owners entitled to vote as of the record date for said 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.

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

Section 9. 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 Board, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting. Said notice may also be hand delivered or electronically transmitted, i.e., via facsimile, E-mail or the like, so long as written or electronic confirmation of receipt of the notice is returned by the director.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Said notice may also be hand delivered or electronically transmitted, i.e., via facsimile, E-mail or the like, so long as written or electronic confirmation of

receipt of the notice is returned by the director. Special meetings of the Board shall be called by the President or Secretary in like manner, and on like notice, on the written request of three (3) directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by the 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 12. 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. If, at any meeting of the Board, there is less than a quorum present, the majority of those persons present may adjourn the meeting to a subsequent time upon twenty-four (24) hours prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The 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 13. 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 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. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board to the extent that said minutes reference privileged communications between the Board 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 14. Action by Written Consent. 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.

Section 15. Participation in a Meeting by Telephone. A director may participate in a meeting by conference telephone or other communications equipment which permits all persons participating in the meeting to hear each other. Participation in a meeting pursuant to this Section constitutes presence at the meeting.

Section 16. 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 on such bonds shall be expenses of administration.

ARTICLE XI

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice-President, a Secretary and a Treasurer. Both the President and the Vice-President must be members of the Association; other officers may, but need not be, members of the Association. Any such members serving as officers shall be in good standing of the Association. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) offices, except that of President and Vice-President, may be held by one (1) person. Officers shall be compensated only upon the affirmative vote of not less than sixty percent (60%) in number and in value of the Co-owners entitled to vote as of the record date for said vote.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. No such removal action may be taken unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside and may vote 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 an association, including, but not limited to, the power to appoint committees from among the members of the Association from time-to-time as the President may in the President's discretion deem 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 do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board.

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

Section 7. Treasurer. The Treasurer shall have responsibility for the 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 effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 8. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII SEAL

The Association may (but need not) have a seal. If the Board of Directors determines the Association shall have a seal, it shall have inscribed thereon the Association's name, the words "corporate seal" and "Michigan".

ARTICLE XIII FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The non-privileged Association books, records, and contracts concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours, subject to such reasonable inspection procedures as may be established by the Board of Directors.

from time to time. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be reviewed or audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does there need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit shall be entitled to receive, upon request, a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year. The cost of any such review or audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. Absent such Board determination, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The funds of the Association shall be initially deposited in such bank, savings association or money market accounts as may be approved 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 from time to time. The funds may be invested from time to time in accounts or deposit certificates of such banks or savings associations as are insured by the Federal Deposit Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured, in the discretion of the Board.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE

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 involved 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 of willful or wanton misconduct or gross negligence in the performance of the director's or officer's duties, and except as otherwise prohibited by law; provided, 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 which 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 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 or applicable statutory indemnification which is 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 which otherwise are properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or such other applicable statutory indemnification.

ARTICLE XV AMENDMENTS

Section 1. Proposal. Amendments to these Amended and Restated Bylaws may be proposed by the Board of Directors acting upon the vote of a majority of the directors, or by an instrument signed by not less than one-third (1/3) in number and in value of the Co-owners entitled to vote as of the record date for said vote.

Section 2. Meeting. Upon any such amendment being proposed, a meeting to consider the same shall be duly called in accordance with the provisions of these Amended and Restated Bylaws.

Section 3. Voting. These Amended and Restated Bylaws may be amended by the Co-owners at any regular annual meeting, or at a special meeting called for such purpose, upon the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) in number and in value of the Co-owners entitled to vote as of the record date for said vote. No consent of mortgagees shall be required to amend these Amended and Restated Bylaws unless the consent of first mortgagees is required by the Act and Section 4 below, in which event each first mortgagee shall have one (1) vote for each mortgage held.

Section 4. Mortgagee Approval Requirement. Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only when and as required by the Act, as amended. Moreover, insofar as permitted by the Act, these Amended and Restated Bylaws shall be construed to reserve to the Co-owners the right to amend these Amended and Restated Bylaws without the consent of mortgagees if the amendment does not materially alter or change the rights of mortgagees generally, or as may be otherwise described in the Act, notwithstanding that the subject matter of the amendment is one which in the absence of this sentence would require that mortgagees be afforded the opportunity to vote on the amendment. If, notwithstanding the preceding sentences, mortgagee consent to a proposed amendment to these Amended and Restated Bylaws is required by the Act, the amendment shall require the approval of not less than sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of Units. Mortgagees are not required to appear at any meeting of Co-owners, but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

Section 5. When Effective. Any amendment to these Amended and Restated Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 6. Binding. A copy of each amendment to these Amended and Restated Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Amended and Restated Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium, irrespective of whether such persons actually receive a copy of the amendment.

Section 7. Costs. A person or entity causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees, the costs of which are expenses of administration.

ARTICLE XVI COMPLIANCE

The Association and all present or future Co-owners, tenants, land contract purchasers, 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 Act, as amended, and with the Condominium Documents, and the mere acquisition, occupancy or rental of any Unit or an interest therein, or the utilization of or entry upon the Condominium Premises, shall signify that the conditions of the Condominium Documents are accepted and ratified. In the

event the Condominium Documents conflict with the provisions of the Act, the Act shall govern. In the event any provision of these Amended and Restated Bylaws conflicts with any provision of the Consolidated Master Deed, as amended, the provisions of the Consolidated Master Deed, as amended, shall govern.

ARTICLE XVII **DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Consolidated Master Deed, as amended, to which these Amended and Restated Bylaws are an Exhibit, or as set forth in the Act. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where 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 XVIII **REMEDIES FOR DEFAULT**

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association, or one or more other Co-owners, to the following relief:

- (a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors hereunder, 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 one or more aggrieved Co-owners.
- (b) Recovery of Costs. In the event of a default of the Condominium Documents by a Co-owner, lessee, tenant, nonCo-owner resident and/or guest, the Association shall be entitled to recover from the Co-owner, lessee, tenant, nonCo-owner resident and/or guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, lessee, tenant, nonCo-owner resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.
- (c) Removal and Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors hereunder, 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; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this sub-section. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.
- (d) Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors hereunder, by any Co-owner, his tenant or nonCo-owner occupant of his Unit, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation against said Co-owner. No fine may be assessed unless the rules and regulations establishing such fine have first

been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 10 of these Amended and Restated Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and after an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice in order to offer evidence in defense of the alleged violation. Upon finding an alleged violation after a hearing, or an opportunity for hearing, has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate, and/or as is set forth in the rules and regulations establishing the fine procedure. All fines duly assessed may be collected in the same manner as provided in Article II of these Amended and Restated Bylaws.

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

Section 3. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association, or to any Co-owner, 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 XIX

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Amended and Restated 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 held to be partially invalid or unenforceable.

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