

EXHIBIT A
RESTATED CONDOMINIUM BYLAWS
FOR HUNTINGTON PARK

ARTICLE I

ASSOCIATION OF CO-OWNERS

SECTION 1 The Association Huntington Park is a residential Condominium project located in Rochester Hills, Oakland County, Michigan. It is administered by an association of Co-owners which is a nonprofit corporation, organized under Michigan law, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Community, subject to and in accordance with the Second Amendment to the Consolidating Master Deed, these Bylaws, the Articles of Incorporation, Corporate Bylaws and duly adopted Rules and Regulations of the Association and Michigan law. All Co-owners in the Condominium Complex and all persons using or entering upon or acquiring any interest in any unit in the complex or the Common Elements are subject to the provisions and terms of the Condominium Documents.

Section 2 Purpose of the Bylaws These Bylaws are designated as the Condominium Bylaws and relate to the manner in which the Condominium and the common affairs of the Co-owners of the Condominium Units shall be administered. The Corporate Bylaws enacted per MCL 450 2101 et seq. are supplemental to these Bylaws.

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

a Designation of Members Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. Each person becomes a co-owner by virtue of ownership of a unit or units in the Condominium.

b Co-owner's Share of the Funds The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to a Unit in the Condominium. Co-owners selling units shall not be entitled to a refund or credit for reserve funds or other corporate assets.

c Co-owner Voting Designation Except as limited in these Bylaws, each Co-owner entitled to one vote for each unit owned when voting by number and one 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 the Second Amendment to the Consolidating Master Deed, when voting by value. Each Co-owner must be a qualified Co-owner in good standing in order to be entitled to vote. The right to vote includes the right to sign petitions, and the co-owner must be qualified to do so. Voting shall be by number.

d Evidence of Ownership for Voting Purposes No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium to the Association. The vote of each Co-owner may be cast only by the individual representative designated by the Co-owner in the notice required in subparagraph e below or by a proxy given by such individual representative. Only qualified Co-owners are entitled to vote at any annual or special meeting of the Association.

e Designation of Voting Representative Each individual Co-owner who is a natural person shall automatically be the designated voting representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-owner. If two or more natural persons are Co-owners of a unit, then notice from the Association shall be addressed to all such persons. However, if such Co-owners cannot agree as to who will cast the vote, then no vote from that unit is allowed.

In the event of ownership of a unit by other than a natural person, such as a corporation, trust, or estate, a written notice designating the person who may vote at Association meetings and receive notices shall be filed with the Association. The notice shall state the name and address of the units 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. If the Co-owner is a corporation, partnership or other similar entity, then only an authorized agent shall be the designated voting representative. Such designee may be changed by the Co-owner at any time by filing a new notice in the manner provided in this section. If no written notice is filed as required by this section, then the unit vote cannot be cast until the written notice is received. Land contract purchasers are deemed to be the unit owner for voting purposes, unless the Land Contract provides to the contrary and is filed with the Association prior to voting.

f Annual Meeting of the Co-owners There shall be an annual meeting of the co-owners of the Association commencing with the First Annual Meeting which has previously been held. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings, shall be given to each Co-owner by first class mail to each individual representative designated by the respective Co-owner. Such notice shall be given not less than ten (10) nor more than forty-five (45) days prior to any meeting. An annual meeting shall be held each year on such date as is specified in the Corporate Bylaws.

g Quorum The presence in person or by proxy of twenty-five percent (25%) in number of the co-owners qualified to vote constitutes a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum. The written vote or proxy of a co-owner not present at the meeting shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

h Voting Voting is limited to qualified Co-owners. Votes may be cast in person, by proxy or in writing duly signed by the designated voting representative who is not present in person or by proxy at a given meeting. Proxies and any written votes must be filed with the Secretary of the Association or the Management Company at or before the appointed time of each meeting of the co-owners. Internet voting and voting by facsimile transmission is permitted if there is adoption of and compliance with specific Rules and Regulations governing the activity. Cumulative voting shall not be permitted.

i Majority Unless otherwise provided, any action which could be authorized at a meeting of the members shall be authorized by the vote of a simple majority in number of those qualified Co-owners voting in person, by proxy or by a written ballot at the meeting in accordance with the provisions of this Section 3. If expressly specified, a majority may be required to exceed the simple majority provided here and may require such majority to be one of both number and value of designated voting representatives.

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

k Consent or Waiver of Notice The transactions at any meeting of Co-owners, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the Co-owners not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

l Catastrophic Quorum and Voting Requirements In event of a casualty or catastrophic event causing damage or destruction to more than fifty percent of the Condominium Premises, all quorum requirements for meetings of Co-owners shall be temporarily suspended. The President of the Board of Directors, or in his/her absence, any Board Member, shall be empowered to take those steps necessary and incur expenses of

the Association attendant to attempt to secure, protect and safeguard the Premises, to notify insurance companies as necessary to preserve known insurance claims, and to collect and disburse proceeds of insurance for such purposes, notwithstanding the lack of meetings of Co-owners or Co-owner approval if otherwise required. Every Co-owner displaced or otherwise out of contact with the Association by the casualty or catastrophic event has the affirmative duty to notify the Board of Directors (or any Director) of their address for meeting notification purposes. Upon receipt of such notification for all Co-owners, the suspension of quorum and meeting of Co-owners obligations shall cease and a meeting of Co-owners then and there called.

m Miscellaneous Voting Provisions. Other provisions as to voting by members, not inconsistent with the above provisions, may be detailed in the Corporate Bylaws.

Section 4 Records and Books of the Association. The Association through its Board of Directors shall keep detailed books of account showing all expenditures and receipts of administration which shall reflect the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours, upon written request and in compliance with MCL 450 2101 et seq.

The Association shall prepare and distribute to each unit at least once a year a financial statement, the contents of which shall be defined by the Association's Board of Directors. The books of account shall be audited at least annually by qualified independent auditors. However, auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage on any unit in the Condominium is entitled to receive a copy of the annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon written request.

The costs of any annual audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Second Amendment to the Consolidating Master Deed for the Complex, and all other Condominium Documents and shall permit all Co-owners and prospective purchasers to inspect the Condominium Documents upon written request. A reasonable fee may be charged by the Association to provide copies of the Condominium Documents and other records.

Section 5 Board of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation, and must be members of the Association. If a member is a partner, a limited liability company or corporation, then any, but only one, partner or employee of the partnership, the limited liability company or officer, director or employee of the corporation shall be qualified to serve as a Director. No two persons of the same family residing in the same unit shall be allowed to serve as Directors at the same time. The Board of Directors shall consist of at least three but no more than five members.

a Powers and Duties The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required to be exercised and done by the Co-owners. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by resolution of the co-owners of the Association or which may be set forth in the Corporate Bylaws, the Board of Directors shall be responsible specifically for the following

- (1) Management and Administration To manage and administer the affairs of and maintenance of the Condominium Project and the Common Elements thereof, all to the extent as provided in the Second Amendment to the Consolidating Master Deed, or elsewhere in the Condominium Documents
- (2) Collection of Assessments To collect assessments and all other charges assessed to a unit or units from the co-owners of the Association and to use the proceeds for the purposes of the Association
- (3) Insurance To carry insurance and collect and allocate the proceeds in accordance with Article IV of these Bylaws
- (4) Rebuild Improvements To rebuild improvements after casualty, subject to the terms of the Condominium Documents
- (5) Contract and Employ Persons To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium
- (6) Real or Personal Property To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any unit in the Condominium. The purchase, sale, mortgage or lease of any real property (including any unit in the Condominium) and the granting of any easements or rights-of-way shall be subject to the approval of 66 2/3% of all of the Co-owners in number
- (7) Foreclosure on Units To institute assessment arrearage collection procedures as determined in the discretion of the Board of Directors and to bid in at the Association's lien foreclosure sale and hold, lease and sell such foreclosed unit, without the necessity of Co-owner approval

- (8) Borrow Money To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association. However, any such action shall also be approved by affirmative vote of more than 66 2/3% of all of the co-owner of the Association in value
- (9) Purchase unit on Mortgage Foreclosure To purchase a unit or units in the condominium after foreclosure to protect and preserve the Association's lien on the unit, without the necessity of Co-owner approval
- (10) Rules and Regulations To make rules and regulations in accordance with Article VI, Section 5 of these Bylaws
- (11) Committees To establish such committees as it deems necessary, convenient or desirable and to appoint persons 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 the Condominium Documents required to be performed by the Board
- (12) To enforce the provisions of the Condominium Documents
- (13) To resolve any threatened, potential, or existing liabilities in the best interest of the Association. The actions of the Board of Directors shall be governed by and reviewed in accord with and by the Business Judgment Rule

The Board of Directors shall have the power and authority to make improvements to any unit or advance payments upon any obligations or liens to protect and secure the interest of the Association and maintain the standards of the Community as required under the Condominium Documents. All such improvements, payments, or expenses are chargeable as Assessments and secured and collected in the same manner as Article II hereof. Actions pursuant to this Section are permissive and not mandatory.

b Professional Management The Board of Directors may employ a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 5(a) 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 have the approval of the Board of Directors or the co-owners. In no event may the Board enter into any contract for management, the maximum term of which is greater than three (3) years.

Section 6 Officers The Association Bylaws shall provide the designation, number, term of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents

Section 7 Indemnification A person who is or was a director, officer, employee, non-director volunteer or agent of the Association shall be indemnified by the Association in any threatened, pending or completed action

- (i) In a civil, administrative or investigative action if the person acted in good faith and in a manner the person believed was in the best interests of the Association or its co-owner members, and,
 - (ii) In a criminal proceeding, if the person had no reasonable cause to believe the conduct was unlawful
 - (iii) The indemnification provided by this section applies to expenses actually and reasonably incurred by the person in connection with the action
 - (iv) The term "expenses" includes attorney fees, judgments, penalties, fines, costs and amounts paid in settlement
 - (v) The termination of any civil, administrative or investigative action by judgment, order or settlement, does not create a presumption that the person did not act in good faith or in the best interest of the Association or its co-owner members
 - (vi) The termination of any criminal action by conviction, plea of no contest or a plea that is the equivalent of a no contest does not create a presumption that the person had reasonable cause to believe the conduct was unlawful
- (a) Personal Liability This provision does not eliminate or limit the personal liability of a director or officer for any of the following
- (i) A breach of the director's or officer's duty of loyalty to the corporation, or its co-owner members
 - (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law
 - (iii) A transaction from which the director or officer derived an improper personal benefit

- (iv) An act or omission occurring before the effective date of this provision granting limited liability
 - (v) An act or omission that is grossly negligent
- (b) Assumption of Liability by Association Huntington Park Association assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of this provision granting limited liability if all of the following are met
- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority,
 - (ii) The volunteer was acting in good faith,
 - (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct,
 - (iv) The volunteer's conduct was not an intentional tort,
 - (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as proved in section 3135 of the insurance code of 1956, MCL 500 3135
- (c) Prior Notice At least ten business days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners of the proposed indemnification. Such payment must be approved by a majority vote of the Board of Directors, without the vote of any director seeking indemnification. If there has been no judicial determination concerning the nature of the conduct, the Board of Directors may rely upon a written opinion of counsel
- (d) Directors and Officers Liability Insurance The Corporation shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, or employee of another corporation (whether nonprofit or for profit), partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Section or of the Michigan nonprofit Corporation Act

ARTICLE II

ASSESSMENTS

Section 1 Taxes and Assessments, Expenses of Administration The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and such personal property taxes shall be treated as expenses of administration. Special assessments and property taxes shall be assessed against the individual Condominium units identified as units on the Condominium Subdivision Plan and not on the total property of the condominium or any part. Special assessments and property taxes in any year in which the property existed as an established condominium complex on the tax day shall be assessed against the individual Condominium Unit, notwithstanding any subsequent vacation of the condominium.

Section 2 Assessments for Common Elements All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration, 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 Determination of Assessments Assessments shall be determined in accordance with the following provisions:

a Annual Budget The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and the budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, insurance and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any budget adopted shall include an allocation to a reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with subsection e. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each unit and the assessment for the year shall be established based upon said budget, although the failure to deliver a copy of the budget to each unit shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments.

The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year, shall not constitute a waiver or release of Co-owners' obligations to remit assessments in an amount previously determined by the Board of Directors in prior fiscal years, until a new budget is adopted.

b Additional Assessments The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary in the Board's sole discretion, for any of the following (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation, and maintenance, (ii) to make necessary repairs or replacements of Common Elements, (iii) to provide additions to the Common Elements at a total annual cost not exceeding ten percent (10%) of the current year's annual operating budget, or (iv) for any emergencies. The Board of Directors shall also have the authority, without the necessity of Co-owner consent, to levy assessments pursuant to the provisions of Article VI, Section 4. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its members, and shall not be enforceable by any creditors of the Association or its members.

c Special Assessments Special assessments, in addition to those described in subparagraph a above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided herein, to meet other requirements of the Association, including, but not limited to (i) assessments for additions to Common Elements whose total annual cost exceeds ten percent (10%) of the current year's annual operating budget, [(ii) assessments to purchase a unit for use as a resident manager's Unit], or (iii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subparagraph shall not be levied without the prior approval of more than 66 2/3 % of all Co-owners in number and value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of the Association or its members.

d Other Charges Fines, interest, late or administrative charges, or other costs and expenses imposed against a Co-owner by the Board of Directors pursuant to the Condominium Documents shall be deemed assessments and shall be charged, collected and enforced in the same manner as all assessments pursuant to this Article, and the Condominium Act.

e Reserve Fund The Board of Directors shall maintain a reserve fund for major repairs and replacements of General Common Elements and emergency expenditures, which reserve fund shall be in the amount of not less than 10% percent of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a noncumulative basis. The reserve fund shall be funded by regular monthly payments from the Association's general fund and shall not be funded by special or additional assessments. The Board of Directors may increase or decrease the reserve fund but may not reduce it below 10% percent of the Association's annual budget. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board shall only invest reserve monies in FDIC or NCUA insured funds. In its discretion, the Board of

Directors may create other reserve funds for specific purposes consistent with the proper administration of the Complex

f Assessment Apportionment. All assessments levied against Co-owners shall be apportioned among and paid by the Co-owners as follows

- (a) The common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a Limited Common Element may be assessed against the Condominium unit serviced by the Limited Common Element at the time the expenses were incurred. If the Limited Common Element involved services more than one Condominium unit the expenses may be assessed against each of the affected Condominium units equally so that the total of the Assessment equals the total of the expenses
- (b) Any other unusual expenses, late charges, fines, interest, administrative charges, costs or other charges benefiting less than all of the Condominium units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Premises or by their licensees or invitees, guests, contractors, agents, employees or members of their family or household, shall be assessed against the Condominium unit(s) involved
- (c) The amount of all common expenses not assessed pursuant to subsections (a) and (b) may be assessed against the Condominium units in proportion to the percentage of value of each Condominium unit

Section 4 Payment of Assessments and Penalty for Default. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each unit in the Second Amendment to the Consolidating Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements. Annual assessments shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a unit, or with the acquisition of fee simple title to a unit by any other means

The payment of an assessment shall be in default if such assessment, or any part of the assessment, is not paid to the Association in full on or before the first day of the month, which is the due date for such payment. Assessments in default bear interest at the highest rate allowed by law until paid in full. In addition, all assessments which remain unpaid as of ten days after the due date, shall incur a uniform late charge of twenty-five dollars to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise the late charge amount upon 15 days written notice to the

designated voting representative of the units, together with any other conditions for imposition

Each Co-owner (whether one or more persons) is personally liable for the payment of all assessments and other charges (including late fees and costs of collection and enforcement of payment) levied against his unit while the Co-owner has an ownership interest. Both Land Contract Sellers and Purchasers are jointly liable for payment of assessments and all other charges levied against or assessed to the unit.

Payments made when there is an arrearage in assessments shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, late fees, or other assessed charges on such installments; and third, to installments in default in order of their due dates, and no contrary direction by the Co-owner is binding on the Board of Directors, nor creates an accord and satisfaction.

Section 5 Waiver of Use or Abandonment of Unit No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit. No co-owner is exempt from payment of assessments based upon the failure of the Association or management to provide services, or incomplete repair work, or management to the Co-owner.

Section 6 A default as defined in Article III, Section 12 of the Second Amendment to the Consolidating Master Deed shall, where appropriate, entitle the Association to an action for damages attributable to the default.

Section 6 Enforcement

Sums assessed to a unit by the Board of Directors which are unpaid, together with interest, collection and late charges, advances for utility services, or taxes, insurance or other liens made by the Board to protect its lien, attorney fees and fines or administrative charges are a lien on the unit. The lien has priority over all other liens except those for real estate taxes or that of a first mortgage recorded before the Association's lien.

The Board of Directors may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. All sums secured by the lien may be collected in either the suit at law or the foreclosure action, and both pre-litigation and post litigation costs of collection, including actual attorney fees, are chargeable to the Co-owner or former Co-owner.

No Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services, or have not completed repairs to units or common elements or provided management to the Co-owner.

The lien may be foreclosed by a judicial action or by advertisement in the name of the Association by the Board of Directors. Each Co-owner and every other person who has any interest in the Condominium Premises, shall be deemed to have granted to the Association the unqualified right to elect to foreclose its lien either by judicial action or by advertisement.

The provisions of Michigan law pertaining to procedures for foreclosure of mortgages by judicial action and by advertisement, as amended from time to time, shall be used for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions. The Association's right to collection of attorney fees is not limited by such statutes. The redemption period following Association foreclosure through advertisement or judicial action shall be 6 months unless the unit is abandoned. If abandoned, the redemption period is 30 days. The Association is entitled to recovery of its interest, expenses, costs and attorney fees in addition to all other amounts secured by the lien as provided by the Condominium Documents and Michigan Law.

Each Co-owner and every other person who has any interest in the Condominium Premises, is deemed to have authorized and empowered the Association to sell the unit against which the Association's lien is recorded and to receive, hold and distribute the proceeds of the sale in accordance with the applicable priorities.

Each Co-owner acknowledges that at the time of acquiring title to the unit, the co-owner was notified of the provisions of this Section and that the Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments or other charges and a hearing on the same prior to the sale of the Unit.

The Association, through its Board of Directors, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the Condominium unit.

A foreclosure proceeding may not be commenced without recordation and service of a notice of lien as follows:

1. The Notice of lien shall set forth:
 - (i) The legal description of the Condominium unit or Condominium units to which the lien attaches;
 - (ii) The name or the Co-owner of record of the unit;
 - (iii) The amounts due the Association of Co-owners at the date of the notice, exclusive of interest, costs and attorney's fees. Future assessments, unless acceleration has occurred as provided for in this section, shall not be included in the amount stated in the notice of lien.

- 2 The Notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain such other information as the Association may consider appropriate
- 3 The Notice of lien shall be recorded in the Oakland County Register of Deeds Office and shall be served upon the delinquent Co-owner by first class mail, postage prepaid addressed to the unit owner's last known address at least 10 calendar days in advance of commencement of the foreclosure proceeding. The Notice of lien does not have to be recorded at the time of mailing.

An action to recover a money judgment for unpaid assessments and all other amounts secured by the Lien may be maintained without foreclosing or waiving the Lien. An action for money damages and foreclosure may be combined in one action.

A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium unit, if not occupied by the Co-owner, and to lease the Condominium unit and collect and apply any rentals as directed by the Court.

The expenses incurred in collecting unpaid assessments including accelerated assessments, assessed charges, interest, costs, actual attorney's fees and advances for taxes or other liens paid by the Association to protect its lien, are chargeable to the Co-owner in default and secured by the lien on the 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 in the event of default by any Co-owner in the payment of any installment 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 Bylaws, may be assessed to, and collected from, the responsible co-owner in the manner provided in this Article, 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 the delinquency continues) and all unpaid portions or installments of the additional or special assessments, if applicable, immediately due and payable. Such accelerated amounts may be deemed to be unpaid assessments for lien recordation purposes.

A Co-owner in default shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a Director or be appointed as a Director or an Officer of the Association or exercise petition rights so long as the default continues.

Section 7 Assessment Status Upon Sale of Unit In compliance with the provisions of the Condominium Act, the purchaser or transferee or assignee of any Condominium unit shall request a written statement from the Association regarding the outstanding amount of

any past due unpaid Association monthly or special assessments, fines, administrative costs, and costs of collection, including actual attorney fees incurred

The Association shall provide a written statement of such unpaid assessments, and other charges, fines, administrative costs and costs of collection, including attorney fees as may exist, or a statement that none exist. The statement shall be binding upon the Association for the period stated. The Association may charge or cause to be charged a reasonable fee for preparation of the statement.

Unless the purchaser or grantee requests the written statement from the Association at least 5 calendar days before the purchase of the unit, or a minimum of 10 business days prior to the closing, the purchaser or grantee shall be liable for any unpaid regular or special assessments, other charges, fines, administrative costs and costs of collection, including attorney fees, against the unit accruing prior to the purchase or grant. The costs of collecting such amounts from the purchaser or grantee, including interest and attorney fees, shall also be charged to the purchaser or grantee. If all amounts stated in the written statement are not paid to the Association prior to closing or from the closing proceeds, the purchaser or grantee shall be liable for payment of all such amounts and subject to foreclosure of the Association's lien.

Section 8 Construction Liens. Construction liens attaching to any portion of the Condominium premises shall be subject to the following limitations:

(a) A construction lien for work performed upon a Condominium Unit or upon a limited Common Element may attach only to the Condominium Unit upon which the work was performed.

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

(c) A construction lien may not arise or attach to a Condominium unit for work performed on the Common Elements not contracted for by the Association.

ARTICLE III

ARBITRATION

Section 1 Scope. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or disputes, claims or grievances arising among or between Co-owners and the Association may, upon the election and written consent of the parties to the disputes, claims or grievances, and written notice to the Association, be submitted to arbitration. The parties shall accept the arbitrator's

decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time are applicable to any arbitration. The costs of the arbitration will be borne by the requesting party.

Section 2 Judicial Relief. No co-owner or the Association is precluded from petitioning the Courts to resolve any disputes, claims or grievances.

Section 3 Election. Election by Co-owners and the Association to submit a dispute, claim or grievance to arbitration will preclude such parties from litigating the dispute, claim or grievance in the Courts.

ARTICLE IV

INSURANCE

Section 1 General Insurance Responsibility of the Association. The Association shall carry insurance coverage which include fire and extended coverage, vandalism and malicious mischief insurance, code reconstruction and debris removal and demolition, errors and omissions for the Board of Directors, and workers' compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Premises and any Limited Common Elements for which the Association has repair or replacement responsibility per Article IV of the Second Amendment to the Consolidating Master Deed. Insurance coverage and any riders shall be carried and administered as follows:

- (a) Specific Insurance Responsibility of the Association. All General Common Elements of the Condominium Premises and such Limited Common Elements for which the Association has repair or replacement responsibility per Article IV of the Second Amendment to the Consolidating Master Deed will be insured against fire and other perils covered by an extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

The Association shall be deemed to be the primary carrier of the coverages provided for in this Section but not those coverages required of the co-owner in Subsection (b) below.

The determination of coverage amounts will be made in consultation with the Association's insurance carrier and/or its representatives applying commonly employed methods for the reasonable determination of replacement costs. The coverage shall be effected upon an agreed amount basis for the entire Condominium Premises 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 Premises destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement)

All information in the Association's records regarding insurance coverage is available to all Co-owners on written request and reasonable notice during normal business hours so that Co-owners are able to judge the adequacy of coverage and, upon the taking of due Association petition procedures, to direct the Board at a properly called meeting to change the nature and extent of any applicable coverages, if so determined, and if the change is available to the Association. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages

- (b) Specific Insurance Responsibility of the Co-owner Every Co-owner must obtain primary insurance coverage at the Co-owners' expense upon their unit and General Common Elements and upon Limited Common Elements for which the Co-owner has maintenance, repair or replacement responsibility per the provisions of the Condominium Documents. It shall be each Co-owner's responsibility to obtain, by personal investigation from the Co-owner's own insurance advisors, the nature and extent of insurance coverage adequate to the Co-owner's needs and to obtain insurance coverage for any fixtures, wall coverings, window shades, draperies, light fixtures, windows, doors, doorwalls, screens, interior trim, equipment, appliances, floor coverings, unit modifications, and the personal property of the Co-owner, their licensees, invitees, guests, agents, employees, contractors or members of their family or household located within the Co-owner's unit or Limited Common Elements, or elsewhere on the Condominium Premises. Each Co-owner shall obtain coverage for the Co-owner's personal liability for any and all losses, casualties or occurrences within the Co-owner's unit, on the General Common Elements, or on the unit's Limited Common Elements, and also for alternative living expense in event of fire or other loss or casualty. The Association shall have absolutely no responsibility for obtaining such coverages or paying for Co-owner(s) damages which the omitted coverage would have paid.
- (c) Cause of Loss In the event of a loss to a unit or Common Element under a policy of insurance for the Association if caused by anything in a unit or anything deemed to be part of the unit, the Co-owner of the unit shall bear the responsibility for all costs, and expenses including the insurance deductible. The negligence of the Co-owner is irrelevant in this determination. In the event there are contributing sources to the damage, all costs, including the payment of the insurance deductible, shall be apportioned as determined by the Board of Directors, in its sole discretion. The amount of the damages, costs and expenses include any insurance deductible owed by a Co-owner shall be charged as an

Assessment and may be collected in the same manner as an Assessment. If the loss originates from the Common Elements, the insurance deductible shall be paid by the Association as a common expense, unless the Board determines that such loss is attributable to the acts or omissions of a co-owner. If the amount of damage does not meet the deductible, no claim shall be filed under the Association's insurance policies.

- (d) Mold and Ice Damming. Each co-owner shall be responsible to obtain insurance coverage for damages or losses due to ice damming, mold testing and remediation costs, or personal injury attributable to or resulting from mold exposure, to the extent that such coverage is available to the Co-owner. The Association shall have no responsibility to obtain coverage for any damages or losses attributable to or due to ice damming, mold testing and remediation costs, or personal injury attributable to or resulting from mold exposure. Any losses or damages due to or attributable to ice damming, mold testing or remediation costs, or personal injury attributable to or resulting from mold exposure, which are not covered by the Co-owner's insurance as primary carrier, or the Association's insurance as secondary or excess carrier, shall be shared equally by the Co-owner and the Association. If maintenance, repair and replacement responsibilities for the source of the loss or damage are that of the Co-owner, then the Co-owner shall bear the attributable costs.
- (e) Proof of Coverage. Each Co-owner shall provide proof of the insurance coverages required by Sections (b), (c) and (d) to the Association annually upon the written request of the Board of Directors. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owners shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another co-owner.

If a Co-owner fails to obtain or maintain the insurance coverages required by Sections (b), (c) and (d), then the Co-owner shall be personally responsible for any out of pocket losses suffered by the Co-owner or any other injured party, and the Association shall have absolutely no responsibility to reimburse or cover those losses.

- (f) Improvements and Enhancement Coverage. Any improvements or enhancements made by a Co-owner within a unit or to the Common Elements shall be covered by insurance obtained by, and at the expense of, the Co-owner, as shall any items defined in Article IV of the Second Amendment to the Consolidating Master Deed as the Co-owner's responsibility. The Association shall have no responsibility to carry coverages for such improvements,

enhancements or items, to submit to its insurer any claims by Co-owners, or to pay any deductibles or Co-owner losses in connection with such improvements, enhancements or items

- (g) Officers and Directors Insurance Coverage Officers and Directors liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The liability insurance shall cover any persons who now are, or shall become duly elected or appointed directors or officers of the Association. The policy may also have to be endorsed to include "prior acts" coverage for persons who had been duly elected or appointed directors or officers of the Association if it is determined that previous expiring policies do not cover claims for wrongful acts reported after the expiration or termination date of those expiring policies
- (h) Dual Coverage If Association insurance policies cover a loss which would otherwise be the responsibility of the affected Co-owner, or if the affected Co-owner and the Association have dual coverages, and as a result the Association receives insurance proceeds, then the Association may, but is not required to apply the insurance proceeds to the costs of such reconstruction, replacement or repair. In the event of dual coverage, the Association has no affirmative obligation to submit the loss to Association insurance companies
- (i) Premium Expense All premiums for insurance policies purchased by the Association shall be expenses of administration

Section 2 Proceeds of Policies Proceeds of all insurance policies owned by the Association shall be received by the Board of Directors, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear of record. Whenever repair or reconstruction of the Condominium shall be required as provided in Article VI of these Bylaws, the proceeds of any insurance received by the Association as a result of the loss requiring repair or reconstruction shall be applied for such repair or reconstruction. Excess proceeds, if any, shall be maintained for the benefit of the Association in an insurance reserve fund. In no event shall the Association be required to remit excess proceeds to an affected Co-owner, although the Association may do so pursuant to the provisions of Article VI, Section 5 of these Bylaws.

The deductible amount required by virtue of a loss occasioned through the acts or omissions of a Co-owner or the Co-owner's family, guests, licensees, vendees, agents, lessees, or nonco-owner occupants which is covered by the Association's insurance shall be paid by the Co-owner to whom the loss is attributable

Section 3 Attorney in Fact Every Co-owner, by ownership of a unit in the Condominium Premises, is deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with matters concerning the maintenance of insurance

coverage including fire and extended coverage, vandalism and malicious mischief, errors and omissions, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Premises, with such insurer as may, from time to time, provide insurance for the Condominium Premises

Without limitation on the generality of the foregoing, the Association, as attorney-in-fact, has full power and authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds and to distribute the proceeds to the Association, the Co-owners and mortgagees, as their respective interests may appear (subject to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Co-owners and the Condominium as are necessary or convenient to the accomplishment of the above

Section 4 Duty of Notification of Co-owner Each Co-owner or occupant, by ownership or use of a unit or the allowance or the maintenance of any condition or circumstance in or about the unit or the Common Elements of the Condominium which increases the hazards or risks or is considered an inherently dangerous activity (as determined in the reasonable discretion of the Board of Directors), has an affirmative duty to notify the Board of Directors as to the existence of the condition or circumstance. Failure to do so to either the Board or management company may result in a penalty to be determined by the Board. In addition, any Co-owner who owns or permits the condition or circumstance shall carry sufficient insurance to cover the increased risks and hazards

Section 5 Notification of Lapse by Co-owner Each co-owner has a duty to immediately notify the Board of Directors of any intended or actual lapse, cancellation, non-renewal, or discontinuance of insurance coverage obtained in compliance with this Article. Upon written request by the Board of Directors or its duly authorized agent, such Co-owner shall furnish evidence of compliance with the insurance requirements

ARTICLE V

CO-OWNER MAINTENANCE, RECONSTRUCTION, REPAIR OR ALTERATION

Section 1 Responsibility of Co-owner Each co-owner is responsible for reconstruction and repair as reflected in the Second Amendment to the Consolidating Master Deed and as follows

- (a) Prompt Performance Every Co-owner shall promptly perform all maintenance and repair work within the Co-owner's unit, basement, or on the Common Elements, which, if omitted, would affect the Complex in its entirety or in a part belonging to other Co-owners, being expressly responsible for the damages and liabilities that the Co-owner's failure to do so may engender

- (b) Co-owner Responsibility for Repair Each Co-owner shall be solely responsible for the reconstruction, repair, maintenance, replacement and decoration of the interior of the Co-owner's unit regardless of the source of the damage for which the repair is required, including all finished flooring and floor coverings (including hardwood floors and sound proofing layers), all interior walls, wall coverings, interior trim and in addition, without limitation, the following items
- i All appliances within the unit and supporting hardware, including, but not limited to, furnace, humidifier, air cleaner, air conditioner, compressor, garbage disposal, dishwasher, range, oven, vent fan, duct work, vent covers, filter, air purifiers, water softeners, water filters and water heaters, and all related accessory items or equipment
 - ii The interior of the entry door and its deadbolts, locking mechanism, handles and knobs on both sides of the door, all interior doors and related hardware within the individual unit Storm door, closer and all related locks and hardware for storm door, windows, doors and doorwalls, screens
 - iii All electrical fixtures and appliances within the individual unit, including, but not limited to lighting fixtures, shades, lamps, switches, outlets, antenna outlets and circuit breakers, and all exterior photocells on garages and porches
 - iv All plumbing fixtures including sinks and water faucets and taps, commodes, tubs, shower pans, shower stalls, drains, shower enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals and washers located on or within an individual unit's perimeter walls
 - v Garage door opener
 - vi Fireplaces, including flues, chimneys and flue covers and screens
 - vii All cabinets, counters, sinks, tile and wood, either floor or wall, and related hardware All window coverings, blinds and curtains
 - viii All improvements and decorations including for purposes of examples, paint, wallpaper, paneling, carpeting, linoleum and trim
 - ix Individual unit drain lines located within the unit perimeter walls including any access to and closure of access after maintenance and repair (foundation), however, in the event a drain line services more than one unit, then in that event, the Association will be responsible for its reconstruction, repair, maintenance and replacement

- x. All other items not specifically enumerated above which may be located within the individual Unit's perimeter walls

Section 2 Co-owner Alterations and Modifications Except as otherwise provided in Article V, Section 3, and Article VIII, Section 3 of these Bylaws, no co-owner shall make any alterations, interior or exterior structural modifications, or additions or deletions to a unit, to the buildings or to any of the Common Elements, Limited or General, without prior written approval of the Board of Directors. The Board of Directors shall not approve alterations to load bearing walls or any alterations, structural modifications, additions or deletions which would jeopardize or impair the utility, soundness, safety, appearance or aesthetics of the Condominium Complex, or which are requested by a Co-owner who has been declared in default by the Board of Directors. Co-owners are prohibited from making interior alterations which have any effect on load bearing walls.

A Co-owner who receives the required written approval for any alteration or modification shall be responsible for maintenance, insurance, reconstruction, replacement, repair or removal of any and all such modifications or alterations unless otherwise agreed to in writing by the Board of Directors. Every Co-owner shall have the affirmative obligation to notify their potential purchasers of modifications or alterations and the purchaser's responsibility for them prior to transfer of title or any beneficial interest in the unit.

- (a) If the Co-owner does not perform these obligations, the Association may perform any and all such maintenance, reconstruction, replacement, or repair or removal obligations and assess the costs and expenses incurred to the Co-owner. These assessments are enforceable and collectible as provided in Article II. The Association may also use other remedies available in the Condominium Documents or by law.
- (b) If the Co-owner performs any alterations or modifications without receiving prior written approval from the Board of Directors, or installs a modification or alteration which does not correspond to Board approved parameters, the Association may summarily remove or abate the alteration or modification. The costs and expenses incurred in removal or abatement will be assessed to the Co-owner and are enforceable and collectible as provided in Article II. The Board of Directors may, in addition, pursue other remedies available in the Condominium Documents or Bylaw.

Section 3 Co-owners with Disabilities, Alterations and Modifications Alterations by Co-owners with disabilities are subject to compliance with the following provisions:

- (a) A Co-owner may make improvements or modifications to the Co-owner's unit, including improvements or modifications to Common Elements and to the route from the public way to the door of the Co-owner's unit, at his/her expense, if the

purpose of the improvement or modification is to facilitate access to or movement within the unit for persons with disabilities who reside in or regularly visit the unit, or to alleviate conditions which could be hazardous to such persons. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Premises. The Co-owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the Condominium Documents, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

- (b) Before an improvement or modification allowed by Section 3(a) is made, the Co-owner shall submit plans and specifications for the improvements or modifications to the Board of Directors for review and approval. The Board shall determine whether the proposed improvement or modification substantially conforms to the requirements of this Section, but shall not deny a proposed improvement or modification without good cause. If the Board of Directors denies a proposed improvement or modification, the Board shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this Section, and shall deliver that list to the Co-owner. The Board shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted to the Board. If the Board of Directors does not approve or deny submitted plans and specifications within the 60 day period, the Co-owner may make the proposed improvement or modification without the consent or the approval of the Association. A Co-owner may bring an action against the Association and the Officers and Directors to compel those persons to comply with this Section if the Co-owner disagrees with a denial by the Board of Directors of the Co-owner's proposed improvement or modification.
- (c) An improvement or modification allowed by Section 3(a) that affects the exterior of the Condominium unit shall not unreasonably prevent passage by other residents of the Condominium Premises. A Co-owner who has made exterior improvements or modifications allowed by Section 3(a) shall notify the Association in writing of the Co-owner's intention to convey or lease the Condominium unit to another, not less than 30 days before the conveyance or lease. Not more than 30 days after receiving a notice from a Co-owner under this subsection, the Board of Directors may require that the Co-owner remove

the improvement or modification, at the Co-owner's expense. If the Co-owner fails to give timely notice of a conveyance or lease, the Board of Directors at any time may remove or require the Co-owner to remove the improvement or modification, at the Co-owner's expense. However, the Board of Directors may not remove or require the removal of an improvement or modification if the Co-owner intends to resume residence in the unit within 12 months or conveys or leases the Condominium unit to persons with disabilities who needs the same type of improvement or modification, or to a person who has a person residing with him/her who requires the same type of improvement or modification.

- (d) If a Co-owner makes an exterior improvement or modification allowed under Section 3(a), the Co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this State, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification, and the Co-owner is not required to maintain liability insurance with respect to any Common Element. The Association is responsible for the cost of any maintenance, repair and replacement of the improvement or modification to the extent of the cost currently incurred by the Association for the unaltered Common Elements prior to installation of the improvement or modification. Any costs in excess of the amount incurred by the Association shall be billed to and paid by the Co-owner.
- (e) Any person seeking a modification or reasonable accommodation due to any disability must provide reliable disability related information and documentation to verify that the person meets the Federal Housing Administration definition of disability, being a physical or mental impairment that substantially limits one or more major life activities. The Association shall have no obligation to afford an accommodation which requires fundamental alterations of the Association's operations or imposes an undue financial or administrative burden. The Association does not have an obligation to provide an accommodation or allow occupancy where such accommodation or occupancy would amount to a direct threat to the health or safety of other individuals or result in substantial physical damage to the property of the Association or other unit owners. The grant or denial of any such accommodations by the Board of Directors in its discretion in accordance with applicable law shall not constitute any breach of fiduciary or other corporate obligation.
- (f) As used in this Section, "persons with disabilities", also means that term as defined in Section 2 of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1502 of the Michigan Compiled Laws, as may be amended.

Section 4 Co-owner Responsibility for Other Association Costs Except as otherwise provided in the Condominium Documents each Co-owner shall also be responsible for the costs of the reconstruction, repair, replacement and maintenance to any other portion of the Condominium if the costs arise through the Co-owner's actions, omissions, negligence or misuse, or the actions, omissions, negligence or misuse by the Co-owner's family, guests, tenants, lessees, vendees, licensees, or invitees, agents, servants, employees or contractors and to the extent such costs are not defrayed by the proceeds of any insurance policy held by the Co-owner

Section 5 Time for Repairs If any Co-owner fails to immediately and timely commence or complete repairs, reconstruction, replacement or maintenance as required by this Article or other provisions of the Condominium Documents, after written notice to do so by the Board of Directors, the Board of Directors may have the required work performed and assess the costs and expenses incurred to the Co-owner who was required to perform. The amounts so assessed may be enforced and collected as provided in Article II of these Bylaws. The Association may also use those remedies available elsewhere in the Condominium Documents

ARTICLE VI

REPAIR OR RECONSTRUCTION THROUGH CASUALTY

Section 1 Responsibility to Reconstruct or Repair If any part of the Condominium property is damaged, the determination of whether or not it will be reconstructed or repaired shall be made in the following manner:

- (a) If the damaged property is a Common Element or a unit, the property shall be rebuilt or repaired if any unit in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated in compliance with Article VI, Section 6
- (b) If the Condominium is so damaged that no unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of all the Co-owners in number and in value agree to reconstruction by vote or in writing within 90 days after destruction

Section 2 Substantial Conformity Any reconstruction or repair undertaken shall be substantially in accordance with the Second Amendment to the Consolidating Master Deed and any available plans and specifications for the Complex to a condition as comparable, or as near as practicable, to the condition existing prior to damage, unless two-thirds of the Co-owners in number and in value decide otherwise

Section 3 Estimates for Repair Immediately after a casualty causing damage to property which is covered by insurance obtained by the Co-owners or the Association, the

Association shall obtain reliable and detailed estimates of the cost to place the property in a condition as good as that existing before the damage

Section 4 Assessment for Short Fall in Coverage If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair of the Common Elements by the Association, or if at any time during reconstruction or repair, or after completion of reconstruction or repair, the funds for payment of the costs are insufficient, assessments shall be made against the Co-owners who own the damaged unit or units in sufficient amounts to provide funds to pay the estimated costs of reconstruction or repair. Such assessments shall be apportioned in accordance with the percentages of value of the units affected. Such assessments shall not require approval of the Co-owners. The Association shall have a lien for any funds advanced on behalf of the Co-owner or Co-owners which lien may be enforced in the same manner as provided in Article II of these Bylaws through foreclosure or as elsewhere provided in the Condominium Documents. If the damage is to the General Common Elements, all Co-owners will be assessed for the deficiency in accordance with their respective percentages of value.

Section 5 Co-owner Reconstruction Responsibility If the damage is only to premises or part of a unit which is the responsibility of a Co-owner to reconstruct, maintain, insure or repair, it is the responsibility of the Co-owner to immediately reconstruct, repair or maintain against such damage in accordance with Article IV and Article V of these Bylaws.

- (a) The Co-owner shall begin reconstruction, replacement or repair of any and all damages upon receipt of the insurance proceeds from the Co-owner's insurance company or upon written notice to do so by the Board of Directors. The Association shall have no duty to release any insurance proceeds it may have received to the Co-owner until repair, reconstruction or replacement has been properly completed. The Co-owner is required to use the services of a licensed contractor, obtain at least two written estimates and provide an opportunity for the Board of Directors to review and reject any estimate.
- (b) Any portion of Association insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a Co-owner may be paid to the Co-owner and the mortgagee of record jointly, and such proceeds may be used for reconstruction, replacement or repair when required by these Bylaws. The Association may require reasonable assurance that the proceeds will be used for reconstruction, replacement or repair as well as assurance for time, manner and method of performance.

Section 6 Termination of Condominium After complete or partial destruction of the Condominium, as a result of any casualty or at any other time, the Condominium may be terminated as follows.

- (a) Agreement of 80% of the qualified Co-owners of the Condominium in number and in value to termination of the Condominium shall be evidenced by their execution of the termination agreement or of written ratification of the termination agreement and the termination shall become effective only when the agreement is recorded
- (b) Upon recordation of the instrument terminating a Condominium Premises the property constituting the Condominium Premises shall be owned by the Co-owners as tenants in common in proportion to their respective percentages of value immediately before recordation of this instrument. As long as the tenancy in common lasts, every Co-owner or their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formally constituted the Condominium unit
- (c) Upon recordation of the instrument terminating a Condominium Premises, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective percentages of value immediately before recordation of the instrument except that common profits shall be distributed in accordance with the Condominium Documents and Michigan law

ARTICLE VII

EMINENT DOMAIN

SECTION 1 Eminent Domain The following provisions shall control upon any taking by eminent domain

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

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

c Partial Taking of a Condominium Unit If portions of a Condominium unit are taken by eminent domain, the Court shall determine the fair market value of the portions of

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

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

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

f Condominium Continuation after the taking by Eminent Domain. In the event the Condominium continues after a taking by Eminent Domain, then the remaining portion of the Condominium shall be re-surveyed and the Second Amendment to the Consolidating Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

g Condemnation or Eminent Domain Proceeding. In the event any unit in the Condominium, or any portion thereof, or the Common Elements, or any portion thereof, is

made the subject matter of any condemnation or Eminent Domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the units in the Condominium

Section 2. Notice to Mortgagees In the event that any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), or in the event any mortgage is held by or insured by the United States Department of Housing and Urban Development ("HUD"), the Association shall give FHLMC and HUD written notice, at such address as it may from time to time direct, of any loss to or taking of the Common Elements of the Condominium, or any loss to or taking of any Unit, or part thereof, if the loss or taking exceeds \$50,000 00 in amount

Section 3 Rights of First Mortgagees Nothing contained in the Condominium Documents shall be construed to give a Condominium unit owner, or any other party, priority over any rights of first mortgagees of Condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units and/or Common Elements

ARTICLE VIII

RESTRICTIONS

Section 1 Use of Condominium unit No unit in the Condominium shall be used for other than single family residential purposes, and the Common Elements shall be used only for purposes consistent with such use No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium, although Co-owners are allowed to have offices in their homes, if it is not a violation of any ordinances or regulations of Rochester Hills, does not involve additional traffic and congestion within the Condominium, does not disturb other Co-owners, does not involve additional expense to the Association (such as utility charges and insurance), and does not violate any other provision or restriction contained in the Condominium Documents

Section 2 Leasing and Rental of Units.

Co-owners may lease their units for residential purposes if written disclosure of the lease transaction is submitted to the Board of Directors in the manner specified in subsection (b) below

- (a) No more than 15% of units in the complex may be rented or leased or in the possession of a nonco-owner occupant If rental or lease of the unit will exceed the 15 unit maximum or the maximum has already been reached, the owner agrees to withdraw the unit from rental and have the request placed on the "waiting list " At such time as the number of

nonco-owner occupied units falls below the 15% of units maximum, the Co-owner at the top of the "waiting list" will receive permission to rent his unit. Lease in existence as of the effective date of these Amendments shall remain until the expiration date, without holdover provisions. Co-owners shall take all necessary steps at the Co-owners expense to terminate the leasehold interest at the end of the lease term.

- (b) A Co-owner desiring to rent or lease a unit shall: (1) submit a "Request to Rent" form to the Board of Directors to determine eligibility as described in 2(a) above and (2) when granted supply the Association with a copy of the exact lease for Board review for its compliance with the Condominium Documents prior to occupancy.

If no lease form is to be used, then the Co-owner shall supply the Board of Directors with the name and address of the potential lessee, along with the rental amount and due dates, or any rental or compensation payable to a Co-owner, and the term of the proposed agreement. If rental or lease of the unit will exceed the 15% of units maximum stated in subsection (a), then the Co-owner agrees to withdraw from rental of the unit until such time as the number of nonco-owner occupied falls below the 15% of units maximum.

Each Co-owner of a unit shall, promptly following the execution of any lease of a Condominium unit, forward a conformed copy to the Board of Directors. Copies of all leases entered into before the effective date of these Restated Bylaws shall be supplied to the Association within 30 days from the effective date of these Bylaws. Any ordinance requirements of Rochester Hills must be complied with and proof of compliance presented to the Board of Directors before leasing occurs.

- (c)
 - (i) No Co-owner shall lease less than an entire unit in the Condominium and the unit must be occupied only by the tenant and his family. The lease must have a term of at least one year.
 - (ii) Any written lease shall (i) require the lessee to 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 is a default in the terms of the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen days prior written notice to the Condominium unit Co-owner, in the event of default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by unit Co-owners.

- (iii) Under no circumstances shall transient tenants be accommodated. For purposes of this Section, a "transient tenant" is a nonco-owner residing in a Condominium unit a time period of 60 days, without a written lease
- (d) The Co-owner shall indemnify and hold the Association harmless as to any warranties concerning the Common Elements, whether express or implied, or as to the performance of the Association with regard to the unit or Common Elements
- (e) If the Association determines that the Co-owner of the tenant or nonco-owner occupant has failed to comply with the provisions of these Bylaws, the Association shall take the following action
 - 1 The Association shall notify the Co-owner by certified mail advising the alleged violation by the tenant or nonco-owner occupant and the Co-owner where applicable
 - 2 The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or nonco-owner occupant and the Co-owner (where applicable) or advise the Association that a violation has not occurred
 - 3 If after fifteen days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-owner occupant for breach of conditions of the Condominium Documents. The relief set forth in this subsection may be by Summary Proceedings. The Association may hold both the tenant or nonco-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or nonco-owner occupant in connection with the Condominium unit or the Condominium and for actual legal fees incurred by the Association in connection with the legal proceedings
- (f) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's condominium unit under a lease or rental agreement. The tenant, after receiving the notice, shall deduct the arrearage and future assessments from rental payments due the Co-owner as they fall due, and pay them to the Association. The deductions are not a breach of the rental agreement or lease by the tenant. The Association shall have the right to issue a Statutory Notice to quit for nonpayment of rent to the tenant if the tenant does not tender

remittance as required by this Section, to the Association, and initiate proceeding based upon that notice

Section 3 Alterations In addition and subject to the provisions of Article V, Sections 2 and 3 of these Restated Bylaws, no Co-owner shall make alterations in exterior appearance or make structural modifications to any unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express prior written approval of the Board of Directors including, lights, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards whether freestanding or attached, or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Cables or wiring to provide service to the unit must follow the gutter, downspout and roof lines of the building.

Any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. 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 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 Conduct upon the Condominium Premises

- (a) No immoral, improper, unlawful or offensive activity shall be carried on or upon the Common Elements, limited or general, or any unit, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be engaged in on the Common Elements or in Unit. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.
- (b) Unsolicited electronic or other communications to other unit owners or distribution of commercial advertisements may be deemed nuisance behavior by the Board of Directors, upon receipt of written complaints from other unit owners. Co-owners, their occupants or tenants who receive 3 or more violation notices pertaining to the Condominium documents, within a 12-month period by reason of their acts or omissions or those of their family or household members,

licensees, invitees, or guests shall be deemed to be disruptive activities and disturbing or nuisance behavior under these Condominium Documents

- (c) No Co-owners, their unit occupants, family or household members, tenants, licensee, invitees or guests are allowed to utilize or possess marijuana (or any other controlled substance) on or in any of the Common Elements or any unit except in STRICT compliance and conformance to state law and all pertinent administrative rules
- (d) No co-owner, while in the Community, shall allow, cause, or permit the utilization or operation of any device, tool, equipment or any other sound or noise creating circumstance which causes, or constitutes or is deemed a nuisance to other co-owners or the Community in general. The Board of Directors may promulgate Rules and Regulations to address quiet hours in the Community and to further identify such prohibited conduct or circumstance in the enforcement of this Bylaw

Section 5 Regulations Consistent with the Act Reasonable regulations consistent with the Act, the Second Amendment to the Consolidating Master Deed, as amended, and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors. Copies of all such regulations and any amendments shall be furnished to all Co-owners and shall become effective 10 days after mailing or delivery to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

Section 6 Use of Common Elements The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind. Hallways and stairways shall not be used for storage of any kind at any time, nor access to units or buildings obstructed in any way at any time. Trash shall not be permitted to remain 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. All windows must have coverings designed for such purpose in a neutral color, and blankets, sheets or lack of covering are not allowed. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium.

Section 7 Obstruction of Common Elements Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches, balconies and patios shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and

obviously intended. No bicycles, vehicles, chairs, toys, baby carriages, obstructions or other personal property may be left unattended on or about the Common Elements.

Section 8 Vehicles upon the Condominium Premises Automobiles, non-commercial pickup trucks, and passenger vans used as the primary means of transportation of a unit occupant may be parked on the condominium premises only in the unit garage. For carriage style units, one vehicle may be parked in the garage and one vehicle in a guest parking spot. A vehicle cannot be parked anywhere on the Condominium Premises except in marked parking spaces or garages. Guest parking is for guests only and overnight parking by co-owners in guest parking is prohibited. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, motorcycles, off-the-road vehicles, or all terrain vehicles may be parked or stored upon the premises of the Condominium, except in accordance with the provisions of this Section. Motorcycles shall be allowed provided they are parked and stored inside garages, and are not objectionable on account of noise or irresponsible operation. Garage doors shall be closed except for ingress and egress. Damage occurring as a result of noncompliance shall be charged to the offending Co-owner and collectable as assessments per Article II of these Bylaws.

a **Temporary Presence** The Board of Directors shall have discretion to issue rules and regulations which provide for the temporary presence of recreational vehicles on the Condominium Premises for purposes of loading and unloading. In such cases, the presence of such vehicles shall not exceed 72 hours. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for such parking.

b **Commercial Vehicles** Commercial vehicles and trucks shall not be parked in or about the Condominium unless making deliveries or pickups in the normal course of business. For purposes of this Section, small passenger vans and pick-up trucks shall not be considered commercial vehicles provided there are no fixtures, markings or advertising appearing on the vehicles which indicate their commercial nature. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles.

c **Standing Vehicles** Non-operational vehicles or vehicles with expired license plates shall not be parked on the Condominium Premises without prior written approval of the Board of Directors.

d **Association Rights** In the event that there arises a shortage of parking spaces or parking creates a nuisance, the Board of Directors may make whatever rules and regulations pertaining to parking, as the Board, in its discretion, determines.

The Board of Directors 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. In such cases, the Co-owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. Co-owners shall, if the Board shall require, register all vehicles maintained on the Condominium Premises with the Association.

The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Condominium and may levy fines for violations of such rules and regulations or this Section. The Board of Directors shall also have the power and authority to allocate and assign parking spaces from time to time on an equitable basis or to accommodate persons with disabilities.

Section 9 Prohibition of Dangerous Items upon the Condominium Premises No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, slingshots, fireworks or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, nor shall any Co-owner use or permit to be brought into the buildings in the Condominium any 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 prior written consent of the Association.

Section 10 Signs upon the Condominium Premises No signs or other advertising devices shall be displayed which are visible from the exterior of a unit, including "For Sale" signs, without prior written permission from the Board of Directors. Each unit shall be allowed one standard size "For Sale" to be displayed inside a window in the Unit, and portable "Open House" for sale signs will be allowed to be set up on the Common Elements on weekends for periods of time not exceeding eight (8) hours, without prior written permission from the Association.

Section 11 Animals upon the Condominium Premises

- (a) Only one pet, a cat or a dog, may be maintained by any Co-owner or nonco-owner occupant, unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose. No pet shall be allowed to be obnoxious or offensive because of noise, barking, odor or unsanitary conditions. No animal may run loose at any time on the Common Elements and all animals must be leashed and attended by some responsible person while on the Common Elements. Pet sitting is prohibited.
- (b) Deposits of fecal matter shall be made only in areas specifically designated for the purposes by the Board of Directors, although the Board is not required to designate any such area in its discretion. Any deposits must be immediately removed from the Common Elements when occurring. Pets shall not be

maintained or aired on balconies Unattended tie outs and wireless animal fences of pets are prohibited

- (c) No savage or dangerous animal is permitted A dog which bites is per se a dangerous animal
- (d) Any co-owner who causes or allows any animal to be brought or kept upon the Condominium premises shall indemnify and hold the Association harmless for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission for the pet
- (e) The Association may charge Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II in the event that the Association determines the assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium The Board of Directors may assess a reasonable additional assessment and/or fines for the harboring, keeping, maintaining or visitation of pet(s) in the Community
- (f) 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 In the event of any violation of this Section, the Board of Directors may assess fines for the violation in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations
- (g) All dogs shall have a license from Oakland County and a copy must be provided to the Board of Directors and/or management company
- (h) The Association may, without liability to the pet owner, have any animal removed from the Community which the Board of Directors has determined is in violation of the Condominium Documents The Board of Directors may ban or require removal of pets which cause undue financial or administrative hardship to the Association or which pose a direct physical threat to residents of the Community Pets maintained in violation of prohibitions of the State of Michigan may be required by the Board of Directors to be removed The costs incurred by the Association may be charged to the co-owner and collected as assessments in the manner provided in Article II

Section 12 Service Animals All service animals shall be of a domestic nature and must comply or conform to all State and local health and safety laws

- (a) Applications by any person for maintaining a service animal in the Community shall be as set forth by the Board of Directors in the Rules and Regulations

- (b) The Board of Directors may receive verification from a Doctor or other medical professional, who, in their professional capacity, has knowledge about a person's disability, their requirements and familiarity with the therapeutic benefits of such service animals, and the need for reasonable accommodations. No medical records or details of such person's disability need be furnished.
- (c) The Board of Directors may adopt reasonable Rules and Regulations regarding service animals. All service animals entering upon the Community shall comply with the Rules and Regulations and the Co-owner maintaining, allowing residence or being visited by such animal shall be responsible for the actions and any violations by such animal or its handler.
- (d) All damages or expenses to the Association by reason of the service animal are chargeable to the person having such service animal and are collectable as assessments against the unit where such service animals is harbored, kept, maintained, or visiting. The Board of Directors may require removal of service animals, which cause undue financial or administrative hardship to the Association or pose a direct threat to members of the Community.

Section 13 Association Access to Units and/or Limited Commons, Elements The Association or its duly authorized agents shall have access to each unit and any Limited Common Elements during reasonable working hours, with notice to the Co-owner, as necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each unit and any Limited Common Elements at all times without notice as may be necessary to make emergency repairs, to prevent damage to the Common Elements or to another unit or if a dangerous condition or circumstance is believed to exist. It shall be the responsibility of each Co-owner to provide the Association means of access to the unit and any Limited Common Elements during all periods of absence. In the event of the failure of a Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and is not liable to the Co-owner for any necessary damage to his unit and any Limited Common Elements caused or for repair or replacement of any doors or windows damaged in gaining access.

Section 14 Landscaping Upon the Condominium Premises 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 Board of Directors in writing. Any landscaping performed by the Co-owner and any trees, shrubs, or flowers planted by the Co-owner must be consistent with the landscaping in other portions of the Condominium Premises. Any landscaping performed by the Co-owner and any trees, shrubs, or flowers planted by the Co-owner shall be maintained by the Co-owner. If the Co-owner fails to

adequately maintain his plantings to the satisfaction of the Board of Directors, the Board shall have the right to perform such maintenance and assess the costs incurred to the Co-owner as provided in Article II. The Co-owner shall be liable for any damages to the Common Elements arising from such plantings.

Section 15 Co-owner Maintenance of Unit and Limited Common Elements. Each Co-owner shall maintain his unit and any Limited Common Elements for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any unit which are appurtenant to or which may affect any other unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, or by casualties and occurrences involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair and replace.

Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 16 Costs of Enforcing Documents. 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 or elsewhere in the Condominium Document. 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 or Co-owners in the manner provided in Article II.

Section 17 Condominium Complex. The Condominium Complex shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium.

Section 18 Installation of Satellite Dishes as Follows.

General Provisions

1. Installation of satellite dishes larger than one meter or antennas designed for transmission only is prohibited. Exterior antennas designed to receive TVBS signals must be located inside the attic.

- 2 Co-owners are responsible for satellite dish, insurance, maintenance, repair and replacement, and the correction of any safety hazard. If dishes become detached, Co-owners must remove the dish or repair the detachment within 48 hours of the detachment. If the detachment threatens safety, the Association may remove dishes at the expense of the co-owner immediately, and without liability to the Co-owner. Co-owners are responsible for satellite dish repainting or replacement if the exterior surface of satellite dish deteriorates.
- 3 Satellite dishes must be mounted on the unit balcony or in the unit patio only. The satellite dish installation cannot interfere/disrupt/block existing underground utilities, sprinkler systems, down spouts, exterior water spigots for common use, access to or exit from a unit, sidewalk, or other Common Elements. The Co-owner must call Miss Dig prior to installation.
- 4 Satellite dishes must be installed and secured in compliance with all applicable city and state laws and regulations, and manufacturer's instruction. Co-owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit. Any wiring must follow the gutter, downspout and roof lines. Nothing is permitted to be attached to the roof.
- 5 The Co-owner shall indemnify and hold the Association harmless for all actions of whatsoever kind and nature involving installation, use and removal of the satellite dish, including
 - a Payment of medical expenses of persons injured by satellite dish installation, maintenance, or use,
 - b Reimbursement to other residents for damage caused by satellite dish installation, maintenance or use,
 - c Repair of damage to any property caused by satellite dish installation, maintenance or use,
- 6 The Co-owner must remove the satellite dish when the unit is sold and return the Common Elements to as near as practicable the original condition unless

- a The unit purchaser also purchases the satellite dish, receives a bill of sale for the purchase, and agrees to assume all responsibility for the satellite dish, mounting and screening, and assume the other terms and conditions of original installation, or
 - b The purchasing Co-owner owns a satellite dish, uses the existing approved mounting and screening, and agrees to assume all responsibility for the terms and conditions of original installation
- 7 Any changes or upgrades to an approved existing satellite dish must be submitted to the Board of Directors with an additional notice of installation
- 8 Any installer other than the Co-owner must provide the Association with an insurance certificate listing the Association as an additional insured prior to installation Insurance shall cover the contractor's General Liability, including completed operations, and Workers Compensation Contractors are not permitted to bring any vehicles on the lawn areas
- 9 Notice Of Installation
- 1 A Co-owner desiring to install a satellite dish must complete a Notice form and submit it to the Board of Directors in care of the property management company at least 30 days prior to installation.

The co-owner must attach a drawing of what will be installed when submitting the Notice for Installation to the Board of Directors If installation is to be done by a contractor, information as required in Paragraph 4 must also be submitted

Section 19 Display and use of American flag by Civilians The following codification of existing rules and customs pertaining to the display and use of the flag of the United States of America is established for the use of such civilians or civilian groups or organizations as may not be required to conform with regulations promulgated by one or more executive departments of the Government of the United States

Time and occasions for display

(a) It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flagstaffs in the open The flag should be hoisted briskly and lowered ceremoniously

(b) The flag should not be displayed on days when the weather is inclement, unless an all weather flag is displayed

(c) The flag should be displayed on all days especially on New Year's Day, January 1, Inauguration Day, January 20, Lincoln's Birthday, February 12, Washington's Birthday, Third Monday in February, Easter Sunday (variable), Mother's Day, Second Sunday in May, Armed Forces Day, third Saturday in May, Memorial Day (half-mast until noon), the last Monday in May, Flag Day, June 14, Independence Day, July 4, Labor Day, First Monday in September, Constitution Day, September 17, Columbus Day, Second Monday in October, Navy Day, October 27, Veteran's Day, November 11, Thanksgiving Day, Fourth Thursday in November, Christmas Day, December 25, and such other days as may be proclaimed by the President of the United States, the birthdays of States (date of admission), and on State Holidays

(d) Co-owners may notify the Board of Directors, by written communication to the Management Company, to display the American Flag. The co-owner's plan to display the flag must be specific as to location, type of attachment to the building and must be 3 feet by 5 feet or less. No free standing flag poles of any kind shall be permitted. The plan for the display must be in accordance with 'FLAG LAWS AND REGULATIONS'.

(e) After display of the American Flag has begun, it is the responsibility of the Co-owners and residents to adhere to the Flag Laws and Regulations as to the location, size of the flag and type of attachment approved by the Board. Co-owners and resident will also assume responsibility for maintenance of the flag and its attachments, as well as any damage to the Common Elements caused by the display.

(f) The display of flags other than the American Flag is prohibited.

Section 19 Damage to Common Element Hallways The cost to repair any damage caused by a co-owner to the Limited Common Element hallways, stairwells and stairs is the responsibility of the co-owner causing the damage. If the Association repairs the damage, the cost to the Association of such repair is chargeable to the co-owner and collectible per Article II.

Section 20 Littering The Common Elements shall not be used for disposal of cigarette butts, bottles, papers and wrappers or similar items, collectively defined as "litter." The costs of clean up and fines shall be assessed to the responsible Co-owner and collected in the same manner as assessments per Article II.

Section 21 Smoking All Co-owners shall ensure that if they or their unit occupants, family or household members, tenants, licensees, invitees or guests smoke (whether for medical, recreational or other purposes), such activity shall not be allowed or permitted to permeate other units or their Limited Common Elements.

Section 22 Vacant or Abandoned Units As used in this Section the following terms have the meaning defined below:

a Abandoned or vacant structure A unit is considered to be abandoned if it has not been legally occupied or maintained by a natural person, continuously for 30 days or more or meets any of the following criteria

- (1) Provides a location for loitering, vagrancy, unauthorized entry or other criminal activity
- (2) Has been boarded or partially boarded restricting ingress and egress through windows and/or doors for at least 30 days
- (3) Has real estate taxes in arrears for a period of time exceeding 365 days
- (4) Has either water, sewer, electric or gas or any of the foregoing disconnected or not in use
- (5) Has not been maintained in compliance with the International Property Maintenance Code and ordinances of Rochester Hills that relate to units and their occupancy or use

b Any lender under a note secured by a mortgage or any person, firm, or corporation holding a mortgage on a property who has filed a complaint for foreclosure by judicial action or is publishing a notice of foreclosure by advertisement, shall within five days of either filing the complaint or publishing the notice, inspect the property which is the subject matter of the foreclosure proceedings. If the property is vacant or shows evidence of either being abandoned or vacant, the property shall be registered in compliance with subsection c below, within 10 days of inspection. After registration, the property shall be inspected at least once monthly until any rights of the lender or party holding a mortgage no longer exist in the subject property

c For each abandoned and/or vacant unit as defined in this Section a Co-owner of such property and any person, firm, or corporation holding a mortgage on a property as disclosed as a matter of record shall register with the Association, providing the following information to the Association

- (1) The legal name of each Co-owner, or mortgage holder. If the ownership or the entity holding a mortgage is a corporation, limited liability company, partnership or other non-natural legal entity, the resident agent, managing partner, general partners and/or shareholders names and contact information shall be provided
- (2) Address of persons referred to in Subsection c(1) above
- (3) The telephone number and address of an agent or representative authorized by the Co-owner, and/or party holding a mortgage to handle affairs for the property and to act as the person for notification. Such agent or representative

must be capable of traveling to the property within a one hour driving radius of the Condominium Community

d In order to defray the Association's costs of monitoring abandoned and/or vacant units, the Association shall charge a monthly fee in an amount as established from time to time by resolution of the Board of Directors. No fee shall be imposed until 60 days following transmittal of a notice to register pursuant to this Section by first class mail to the last known Co-owner of record based on Association records

e Upon notice to the Board of Directors being sent by first class mail to any person or entity appearing as a Co-owner of record based on assessing records, such unit shall be secured with 72 hours. The Association may but is not required to secure the property, including the removal of debris, securing building openings by means of boarding the property in whole or in part, or taking other measures to secure the property. All such costs shall be assessable against any Co-owner of the property

f If any Co-owner or mortgage holder fails to secure the property, the Association may enter upon the property in order to secure the property. All administration expenses associated with the Association's right of entry shall be recoverable and assessed against any mortgage holder and co-owner of the property jointly and severally

g Each Co-owner and/or mortgage holder of any abandoned or vacant unit shall be jointly and severally responsible for maintaining the unit and property in conformity with applicable Condominium Bylaws including Bylaws of the Association

The property shall be kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials and any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items, including but not limited to furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned. [The property shall be maintained free of graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint matching the color of the exterior of the unit]. Each of these requirements shall be cumulative and in addition to any and all other requirements otherwise required of the Bylaws of the Association or other laws

h Co-owners of property and holders of mortgages shall be jointly and severally liable for avoiding and/or correcting any interruption in utilities which will have the result of causing or contributing damage to the premises including maintaining continuity of electrical power so that sump pumps will operate, maintaining heat so as to avoid broken pipes and furnishing other utilities as necessary to secure and maintain the premises

i Any and all fees or costs incurred relating to this Section including but not limited to registration fees and costs incurred associated with enforcement activity shall be fully reimbursable to the Association by the Co-owners of the property and mortgage holders

jointly and severally and shall be considered a lien upon the subject property subject to enforcement in the same manner as assessments per Article II. Such method of enforcement shall be a cumulative remedy. Further examples of activities for which fees and costs shall be payable, include costs for preparation of correspondence relating to this Bylaw, costs for inspection, costs for vehicle removal, costs for entry of the subject property, costs for preparation or proceeding with enforcement pursuant to this Bylaw.

Section 23 Solar Energy "Solar energy" means radiant energy received from the sun at wave lengths suitable for the heat transfer, photosynthetic use, or photovoltaic use.

(a) "Solar collector" means

- (1) an assembly, structure, or design, including passive elements, used for gathering, concentrating, or absorbing direct and indirect solar energy, specially designed for holding a substantial amount of useful thermal energy and to transfer that energy to a gas, solid, or liquid or to use that energy directly, or
- (2) a mechanism that absorbs energy and converts it into electricity, or
- (3) a mechanism or process used for gathering solar energy through wind or thermal gradients, or
- (4) a component used to transfer thermal energy to a gas, solid, or liquid, or to convert it into electricity.

(b) "Solar storage mechanism" means

- (1) equipment or elements (such as piping and transfer mechanisms, containers, heat exchangers, or controls thereof and gases, solids, liquids, or combinations thereof) that are utilized for storing solar energy, gathered by a solar collector, for subsequent use.

(c) "Solar energy systems" means

- (1) a complete assembly, structure, or design of a solar collector, or a solar storage mechanism, which uses solar energy for generating electricity or for heating and cooling gases, solids, liquids, or other material, and
- (2) the design, materials, or elements of a system and its maintenance, operation, and labor components, and the necessary components, if any, of supplemental conventional energy systems designed or constructed to interface with a solar energy system.

Any Co-owner wishing to install any form of solar energy system shall submit an application for modification and approval, which shall conform to the Association's energy policy statement in its Rules and Regulations. Such application shall be processed by the Board of Directors within 90 days after a complete submission.

The Board of Directors shall have the ability and power to establish an energy policy.

statement regarding the application, approval, installation, usage, and operation of all such systems. Such policy shall include by way of illustration without intent of limitation the location, design, architectural, aesthetics, responsibilities, or other requirements pertaining to such solar energy systems.

Section 24 Generating Equipment All electrical equipment or other energy producing devices and utility services and charging devices for motor vehicles shall be installed, safely operated, and maintained at the sole cost and expense of the Co-owner and in accord with any applicable laws, ordinances, administrative rules, and standards of the industry or manufacturer. All such utility services usage shall be the expense of the Co-owners and not an expense of administration. A Co-owner must file a modification request and receive approval prior to the installation of any such equipment and devices. All such devices shall be operated at the acceptable decibel limits established by the manufacturer and shall not be unreasonably noisy or a nuisance, overburden the existing utility services, nor be deleterious to the aesthetic appearance of the Community. The Board of Directors shall have the discretionary authority to regulate the dimensions, placement, size and appearance of any such energy and charging devices, electrical equipment, and utility services, through duly adopted Rules and Regulations of the Association.

ARTICLE IX

MORTGAGES

Section 1 Notification of Mortgage Any Co-owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

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

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

ARTICLE X

COMPLIANCE

Section 1 Compliance of the Documents The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the provisions of the Act, this Second Amendment to the Consolidating Master Deed, these Bylaws, the Corporate Bylaws, the Articles of Incorporation of the Association and the Rules and Regulations of the Condominium. If any provision of these Bylaws or the Corporate Bylaws conflicts with any provision of the Second Amendment to the Consolidating Master Deed, the Second Amendment to the Consolidating Master Deed, shall govern. If any provision of the Corporate Bylaws conflicts with any provision of these Bylaws, these Bylaws shall govern.

Section 2 Amendment These Bylaws may be amended in accordance with the Act and the provisions of Article VII of the Second Amendment to the Consolidating Master Deed for Huntington Park.

ARTICLE XI

REMEDIES FOR DEFAULT

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

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

B Costs 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 proceeding and such prelitigation and litigation attorney's 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's fees. In the event of any proceeding where a Court finds that: 1. A party's claim or defense had an improper purpose or primary purpose to harass, embarrass or injure the other party, or was interposed to cause unnecessary delay or needless increase in the cost of litigation or expenses for the Association, 2. A party's claim or defense had no reasonable basis upon which to believe the underlying facts were true, or 3. A party's claim or defense is devoid of arguable legal merit, then the Court shall award attorney's fees, and costs, and reimbursement of expenses incurred in the prosecution or defense of any claim. If the

Association prevails in any legal action in defending any claim, counter-claim or third party claim, or other matter or proceeding asserted by a unit owner, the Association shall be entitled to recover all of its costs, actual attorney's fees and expenses

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

D Assessment of Fines The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XII of these Bylaws. Fines may be assessed only upon notice to the offending Co-owners as prescribed in Article XII Section 2, and an opportunity for such Co-owner to appear before and/or respond to the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws

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

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

ARTICLE XII

FINES

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

or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises

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

A Notice Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article I, Section 3 e of these Bylaws

B Opportunity to Defend The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice

C Default Failure to respond to the notice of violation constitutes a default

D Hearing and Decision Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board decision is final

Section 3 Fine Amounts Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied

- (a) First Violation No fine shall be levied
- (b) Second Violation Fifty Dollar (\$50.00) Fine
- (c) Third Violation Seventy-Five Dollar (\$75.00) Fine
- (d) Fourth and Subsequent Violations One Hundred Dollar (\$100.00) Fine

The fines set forth herein shall be subject to change by the Board of Directors in its discretion upon 15 days written notice to the designated voting representatives of the units without the necessity of an amendment to these Bylaws. For purposes of this Section, the number of the violation (ie first, second etc) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be an occupant of the complex, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues

Section 4 Collection The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first day of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article XI of these Bylaws

ARTICLE XIII

SEVERABILITY

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


DATED _____, 2013

HUNTINGTON PARK ASSOCIATION

By 
 Alan Vanderkay
 Its President of the Board of Directors

STATE OF MICHIGAN)
)SS
 COUNTY OF MACOMB)

On this 18 day of July, 2013, the foregoing instrument was acknowledged before me by Alan Vanderkay, President of the Board of Directors of Huntington Park Association, who attested that this document received the approval of two-thirds of the Co-owners of Huntington Park Association


 Notary Public
Macomb County, Michigan
 My Commission Expires 6/23/2018
 Acting in Oakland County

K. Deburghraeve
 Notary Public, Macomb Co., MI
 My Commission Expires June 23, 2018

Second Amendment to the
Consolidating Master Deed
and Restated Condominium Bylaws

Drafted by:

When recorded, return to drafter

Schlottman & Wagner, P C
Judi M Schlottman (P35479)
43642 Elizabeth
Clinton Township, MI 43036
(586) 465-1330

Huntingtonpark(fb)restatedbylaws(6-12)