

PURCHASER'S INFORMATION BOOKLET

FOR

OXFORD ESTATES CONDOMINIUM

**A RESIDENTIAL CONDOMINIUM
LOCATED IN THE CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN**

UPDATED: September 2012

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OAKLAND COUNTY
REGISTER OF DEEDS

LIBER 44463 PAGE 729
\$166.00 MISC RECORDING
\$4.00 REMONUMENTATION
07/25/2012 03:05:40 PM RECEIPT# 75622
PAID RECORDED - Oakland County, MI
Bill Bullard Jr., Clerk/Register of Deeds

2012 JUL 25 PM 2:31

**AMENDED AND RESTATED MASTER DEED OF
OXFORD ESTATES CONDOMINIUM
(Act 59, Public Acts of 1978 As Amended)
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 674**

This Amended and Restated Master Deed is made and executed on this 23rd day of July, 2012, by the Oxford Estates Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose office is located c/o 1899 Orchard Lake Road, Suite 204, Sylvan Lake, Michigan 48320, the ("Association"), represented herein by David McKercher, the President of the Oxford Estates Condominium Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Association desires by recording this Amended and Restated Master Deed, together with the Amended and Restated Condominium Bylaws attached hereto as Exhibit "A", and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", and which is hereby incorporated by reference and made a part hereof as Exhibit B applicable hereto, to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act of Michigan. The original Master Deed and Exhibits A and B for Oxford Estates Condominium, recorded in Liber 11419, Pages 65-118, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 674, are superseded and replaced by this Amended and Restated Master Deed, with the exception of Exhibit B which shall be adopted and incorporated by reference as Exhibit B hereto. *1st Amendment. Liber 12914 - pg 781-787. 2nd Amendment Liber 18925 - pg 324-334 *SWH*

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

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

ARTICLE I

TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Oxford Estates Condominium, Oakland Condominium Subdivision Plan No. 674, consisting of 73 Units numbered 1 through 73 inclusive. The Condominium Project is established in accordance with the Act.

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

Section 3. Voting. Co-owners shall have voting rights in the Oxford Estates Condominium Association as set forth herein, in the Amended and Restated Condominium Bylaws and Articles of Incorporation of such Association.

ARTICLE II

LEGAL DESCRIPTION

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

Land in the City of Farmington Hills, Oakland County, Michigan, more particularly described as:

A part of the Northwest 1/4 of Section 16, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan; more particularly described as commencing at the West 1/4 corner of said Section 16; thence North 87 degrees 49 minutes 48 seconds East, 33.00 feet, along the East and West 1/4 line of said Section 16, to the Easterly right-of-way of Drake Road (variable width), and the point of beginning; thence the following courses along the Easterly right-of-way of said Drake Road; North 02 degrees 14 minutes 04 seconds West, 50.57 feet; and 401.30 feet along a curve to the left, said curve having a radius of 335.00 feet, a central angle of 68 degrees 38 minutes 08 seconds, and a chord bearing and distance of North 14 degrees 09 minutes 04 seconds East, 377.73 feet; and North 20 degrees 10 minutes 00 seconds West, 200.63 feet; and 9.19 feet along a curve to the right, said curve having a radius

of 921.93 feet, a central angle of 00 degrees 34 minutes 16 seconds, and a chord bearing and distance of North 19 degrees 52 minutes 52 seconds West, 9.19 feet; and North 02 degrees 14 minutes 04 seconds West, 399.70 feet, along the Easterly right-of-way of said Drake Road, to the Southerly right-of-way of I-696 Highway; thence North 85 degrees 28 minutes 16 seconds East, 1701.83 feet, along the Southerly right-of-way of said I-696 Highway; thence South 02 degrees 06 minutes 20 seconds East, 1082.40 feet, to the East and West 1/4 line of said Section 16; thence South 87 degrees 49 minutes 48 seconds West, 1740.03 feet, along the East and West 1/4 line of said Section 16, to the point of beginning; AND ALSO a part of the Northwest 1/4 of Section 16, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan; more particularly described as commencing at the West 1/4 corner of said Section 16; thence North 02 degrees 14 minutes 04 seconds West, 262.35 feet, along the West line of said Section 16 and the centerline of the previously existing Drake Road; thence North 87 degrees 45 minutes 56 seconds East, 33.00 feet, to the point of beginning; thence continuing North 87 degrees 45 minutes 56 seconds East, 17.00 feet; thence North 02 degrees 14 minutes 04 seconds West, 212.96 feet, to a point on the Westerly right-of-way of Drake Road as relocated; thence South 20 degrees 10 minutes 00 seconds East, 86.93 feet, along the Westerly right-of-way of said relocated Drake Road; thence 262.28 feet along a curve to the right, said curve having a radius of 269.00 feet, a central angle of 55 degrees 51 minutes 56 seconds, and a chord bearing and distance of South 07 degrees 45 minutes 58 seconds West, 252.02 feet, along the Westerly right-of-way of said relocated Drake Road; thence North 02 degrees 14 minutes 04 seconds West, 117.93 feet, to the point of beginning. All of the above containing 40.542 acres. All of the above being subject to easements, restrictions and rights-of-way of record.

ARTICLE III

DEFINITIONS

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

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

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

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

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

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

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

G. "Condominium Documents", wherever used, means and includes this Amended and Restated Master Deed and Exhibit "A" hereof, the Condominium Subdivision Plan applicable hereto as Exhibit "B", together with the Articles of Incorporation and Rules and Regulations, if any, of the Association.

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

I. "Condominium Project", "Condominium" or "Project" means Oxford Estates Condominium as a Condominium Project established in conformity with the provisions of the Act.

J. "Condominium Subdivision Plan" means the original Condominium Subdivision Plan made applicable hereto as Exhibit "B".

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

L. "Developer" shall refer to The Selective Group, Inc., a Michigan corporation, which made and executed the original Master Deed, and its successors and assigns.

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

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

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

P. "Residence" means a residential dwelling together with all related improvements and appurtenances constructed within the perimeter of a Unit.

Q. "Unit" or "Condominium Unit" each mean a single complete Unit in Oxford Estates Condominium, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be solely owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents constitute Common Elements.

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

ARTICLE IV

COMMON ELEMENTS

Section 1. Common Elements. The Common Elements of the Condominium described below and in the Condominium Subdivision Plan and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

Section 2. General Common Elements. The General Common Elements are:

(1) Land. The land and beneficial easements described in Article II hereof, including roads, sidewalks and parking spaces not contained within the boundaries of Condominium Units, excepting that portion of the land described in Exhibit "B" hereto as constituting the Condominium Units. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements;

(2) Electrical. The electrical transmission system, including primary and secondary service lines, throughout the Project up to the point of connection for individual Unit service;

(3) Gas. The gas distribution system throughout the Project, up to the point of lateral connection for Unit service;

(4) Water and Sanitary Sewer. The water and sanitary sewer systems throughout the project up to the point of lateral connection for Unit service;

(5) Storm Sewer. The storm sewer system throughout the Project;

(6) Telephone and Telecommunications. The telephone, cable and telecommunications systems throughout the Project up to the point of the service pedestal for each Unit or other connection for individual Unit service;

(7) Site Lighting and Landscaping. Any common lights designed to provide illumination for the Condominium Premises as a whole and landscaping not contained within individual Units;

(8) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are intended for common use or necessary to the existence, upkeep and/or safety of the Project, and which are not located within the perimeter of a Unit;

Section 3. Limited Common Elements. There are no Limited Common Elements within the Condominium.

Section 4. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units, including structures, landscaping and improvements located therein, as set out herein and in the relevant sections of Article VI of the Amended and Restated Condominium Bylaws (Exhibit "A" to this Amended and Restated Master Deed) and Rules and Regulations promulgated in accordance therewith, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(1) Co-owner Responsibilities:

(a) Unit, Limited Common Elements. The responsibility for insurance, maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including the Residence and all landscape, structures, improvements located therein, personal property located therein or elsewhere throughout the Project and any landscape or improved non-paved areas in the road right-of-ways (including driveway culverts) shall be borne by the Co-owner of the Unit.

(b) Utility Charges. All costs of electricity, telephone, gas, water and any other utility services billed directly to a Unit shall be borne by the Co-owner of the Unit to which such services are furnished and billed. Public utilities furnishing services such as electricity, telephone, sewer, water and cable television lines to the Condominium shall have access to the Common Elements and

Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall in Condominium to reconstruct, repair or maintain such service shall be borne by the individual Co-owners.

- (c) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Association, shall not be considered Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Project which require the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner. A Co-owner shall refrain from repairing, altering, replacing, or changing the exterior color, type of material or style of a Residence within a Unit or any exterior appendage within a Unit, without first obtaining the Association's prior written consent pursuant to Article VI of the Amended and Restated Condominium Bylaws.
- (d) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Amended and Restated Condominium Bylaws.
- (e) Repair to Association Specifications. All decoration, maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Amended and Restated Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, material and appearance.

(2) Association Responsibilities:

- (a) General Common Elements. The costs of insurance, maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association. the Association shall also maintain, repair and replace all approved mailboxes and stands.
- (b) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs for which the Co-owner makes or contracts. The Association shall only be responsible for payments

to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

(3) Unusual Expenses. Any other unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, may be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act, if not in conflict with any other provision hereof.

ARTICLE V

USE OF PREMISES

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Condominium Unit Description. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Oxford Estates Condominium as prepared by Milletics and Associates, Inc., applicable hereto as Exhibit "B". Each Condominium Unit shall consist of the land and airspace above said land on/in which a completed Residence is constructed, as depicted in the Condominium Subdivision Plan. The Unit depths, heights and boundaries shall be as shown on the Condominium Subdivision Plan. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.

Section 2. Calculation of Percentage of Value. The percentage of value assigned to each Unit is set forth in this Paragraph, below. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners and the undivided interests of the Co-owner in the Common Elements. The total percentage value of the Project is 100. The Developer has determined that the comparative characteristics of residential Units in the Condominium are approximately equal.

ARTICLE VII

EASEMENTS

Section 1. Easements For Encroachment, Utilities, and Support. In the event any Condominium Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or

improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Act.

There shall be easements to, through and over those portions of the land and Units for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Amended and Restated Master Deed as may be required to effectuate any such grant of easement.

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through any portion of any General Common Elements of the Condominium for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion if not already dedicated.

Section 3. Association's Easement For Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain his or her Unit and the Residence thereon in a proper manner and in accordance with the standards set forth in this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Master Deed, the Restated Condominium Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, repair, replace or otherwise keep his Unit, Residence or any improvements or appurtenances located therein, the Association shall have the right (but not the obligation), and all necessary easements in furtherance thereof, to take whatever action or actions it deems desirable to so maintain, repair or replace the residence upon a Unit and its appurtenances, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable as provided by the Association, in accordance with Article II of the Amended and Restated Condominium Bylaws. Further, the lien for nonpayment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Easements and Expense Sharing with Trillium Condominium. There are a number of recorded easements setting forth rights and obligations as between this Condominium and the neighboring Trillium Condominium as it relates to ingress, egress, utilities, signs and drainage. Those Easements are as follows and are incorporated herein by reference:

- Grant of Easement, recorded in Liber 12914, Pages 788 et seq., Oakland County Records (ingress, egress and utility rights granted to Trillium from Oxford Estates)
- Grant of Easement - Sign, recorded in Liber 12914, Pages 802 et seq., Oakland County Records (right granted to Trillium from Oxford Estates for sign at entrance)
- Grant of Easement - Drainage, recorded in Liber 12914, Pages 809 et seq., Oakland County Records (drainage rights granted from Trillium to Oxford Estates)

There also exists a certain unrecorded Agreement Relating to Payment, dated August 27, 1992 between the Developers for both Trillium and Oxford Estates that sets forth the expense sharing obligations of each condominium association relative to the entrance roadway (described therein in Exhibit E). The Agreement provides that Oxford Estates will be responsible for all maintenance, repair and replacement of the improvements located in the easement area and that Trillium will be responsible for reimbursing Oxford Estates 50% of such costs.

Section 5. Easement for Emergency Services. There shall exist for the benefit of the City of Farmington Hills or any emergency service agency, an easement over all roads in the Condominium for use by the City and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium and the Co-owners thereof. This grant of easement shall not be construed as a dedication of any streets, roads or driveways to the public.

Section 6. Unobstructed Ingress and Egress. No Co-owner shall prohibit, restrict, limit or in any manner interfere with normal ingress and egress or use by any other Co-owner of any of the roads located upon the Condominium Premises. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any Unit and having a need to use the road.

Section 7. Relocation Of Boundaries Of Adjoining Units By Co-Owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units and upon approval of the affected mortgagees of these Units. Upon written application of the Co-owners of adjoining Condominium Units, and upon the approval of said affected mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to this Amended and Restated Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Amended and Restated Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof and such amendment shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time

shall be deemed to have irrevocably and unanimously consented to such amendment of this Amended and Restated Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to this Amended and Restated Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Amended and Restated Master Deed and the Exhibits hereto. The amendment shall be delivered to the Co-owners of the Condominium Units involved upon payment by them of all reasonable costs for the preparation and recording thereof.

Section 8. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors shall have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts of administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE VIII

AMENDMENTS

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

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

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

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article VI

hereof, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 51 of the Act. Common Elements can be assigned and re assigned only in accordance with Section 39 of the Act. Consolidation of Units and relocation of boundaries between Units is permitted, but subdivision of Units is prohibited. Any such consolidation or relocation of boundaries shall be in accordance with Sections 48 and 49 of the Act.

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

OXFORD ESTATES CONDOMINIUM
ASSOCIATION, a Michigan Nonprofit Corp.

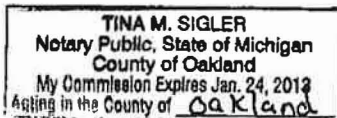
By: David Mckercher
David mckercher
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 23rd day of July, 2012, the foregoing Amended and Restated Master Deed was acknowledged before me by David Mckercher, President of Oxford Estates Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

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

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



CERTIFICATION

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

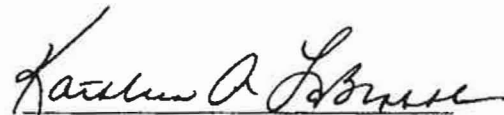
I, Kathleen LaBrosse, being first duly sworn, depose and state as follows:

That I am the managing agent of Oxford Estates Condominium Association, the corporation named in and which executed the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Oxford Estates Condominium.

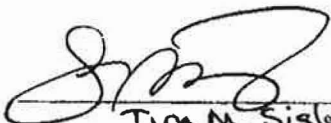
That the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Oxford Estates Condominium were submitted to all Co-owners of Units in Oxford Estates Condominium for the purpose of voting thereon, and that said Co-owners approved said documents by a vote of more than two-thirds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

That the records of said consents are maintained at the registered office of Oxford Estates Condominium Association at 3080 Orchard Lake Road, Suite J, Keego Harbor, MI 48320.

FURTHER, AFFIANT SAYETH NOT.


Kathleen LaBrosse

Acknowledged, subscribed and sworn to before
me this 22nd day of July, 2012.


Tim M. Sigler Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: 11/24/2013



CERTIFICATION

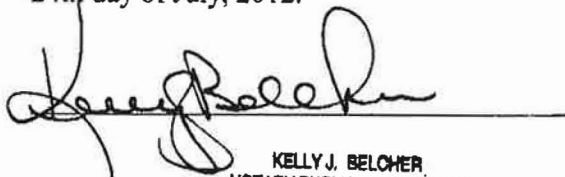
STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

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


Mark F. Makower

Subscribed and sworn to before me this
24th day of July, 2012.


KELLY J. BELCHER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 27 2018
ACTING IN COUNTY OF *Oakland*

**AMENDED AND RESTATED CONDOMINIUM BYLAWS
FOR OXFORD ESTATES CONDOMINIUM**

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**EXHIBIT A
AMENDED AND RESTATED CONDOMINIUM BYLAWS FOR OXFORD ESTATES
CONDOMINIUM**

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. The Association. Oxford Estates Condominium, a residential Condominium project located in the City of Farmington Hills, Oakland County, Michigan, shall be administered by an association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project, subject to and in accordance with the Amended and Restated Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

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

ARTICLE II

ASSESSMENTS

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

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

arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration, within the meaning of Section 54(4).

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

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

B. **Additional Assessments.** The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary in the Board's sole discretion: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide replacements of existing General Common Elements; (iii) to provide additions to the Common Elements not exceeding five percent (5%) of the annual operating budget in the aggregate or (iv) for any emergencies. The Board of Directors shall also have the authority, without the necessity of Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 2 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its members, and shall not be enforceable by any creditors of the Association or its members.

C. **Special Assessments.** Special assessments, in addition to those described in subparagraph A. above, may be made by the Board of Directors from time to time if 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 the Common Elements exceeding five percent (5%) of the annual operating budget in the aggregate, (ii) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; or (iii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subparagraph shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners entitled to vote. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of the Association or its members.

D. **Reserve Fund.** The Board of Directors shall maintain a reserve fund solely for major repairs and replacements of common elements and emergency expenditures, which reserve fund shall be in the amount of not less than ten (10%) percent of the Association's annual budget on a noncumulative basis. The Association may increase or decrease the reserve fund but may not reduce it below ten (10%) percent of the annual budget of the

Association. The reserve must be funded at least annually from the proceeds of the regular assessments set forth in Subparagraph A of this Section, rather than by special assessments, but may be supplemented by additional or special assessments if determined necessary by the Board of Directors. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

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

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

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

(3) Use of Reserve Accounts. The designated reserve accounts established by the Board of Directors under the five-year plan and under the annual budget shall be used exclusively for the respective purposes of the reserves; provided, however, that designated reserves may be used for such other purposes as may be necessitated by emergency without liability to the Board. The Board of Directors shall notify the Co-owners in writing of any such diversion from any designated reserve account and the reasons thereof within thirty (30) days of the Board's decision to divert the same. Electronic transmission of such notice may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process.

(4) Disclosure to Co-owners. The Board of Directors shall present the five-year plan, its update, along with any modifications thereof, to the Co-owners at each annual

meeting, including those plan items to be completed in the current fiscal year. Further, the Board shall detail the source of the funding required to complete the upcoming year's plan items, including the allocation of any assessments.

Section 4. Payment of Assessments and Penalty for Default. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in the Amended and Restated Master Deed. The annual assessment shall be payable by Co-owners in monthly installments or such other installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment, which shall be the first day of each calendar month when paid monthly. Assessments in default shall bear interest at the highest rate allowed by law until paid in full. In addition, all assessments, or installments thereof, which remain unpaid as of ten (10) days after the due date, shall incur a uniform late charge established by the Board by rule from time to time (initially \$25.00) for each assessment not paid in full by the required date to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise said uniform late charges, and may levy additional late fees for special and additional assessments, pursuant to Section 11 of Article VI of these Bylaws, without the necessity of amending these Bylaws. In the event of any delinquency lasting more than three months, any of the remaining unpaid installments of the annual assessment for that fiscal year shall be automatically accelerated and shall be immediately due and payable. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment, including actual attorney's fees) levied against his Unit while such Co-owner has an ownership interest therein. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association. The Association or its designee shall obtain and maintain a record of the identity of the financial institution from which Co-owners pay their assessments, including address and account numbers and each Co-owner shall provide the Association with the name, address and telephone number of each Co-owner's employer on at least an annual basis.

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

Section 6. Enforcement.

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

tax liens on the Condominium Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded as provided hereafter in this Section 6, have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Condominium Units. The lien may be foreclosed by judicial action or by advertisement in the name of the condominium project on behalf of the other Co-owners as hereinafter provided.

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

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

D. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of

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

E. Expenses of Collection. All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

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

Section 8. Assessment Status Upon Sale of Unit. Upon the sale or conveyance of a Condominium Unit, any unpaid assessments, interest, late fees, fines, costs and attorney's fees against the Condominium Unit shall be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the Association's lien for unpaid assessments. A purchaser of a Condominium Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorney's fees outstanding against the Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorney's fees in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the conveyance shall be liable for

any unpaid assessments against the Unit together with interest, late fees, fines, costs and attorneys' fees incurred in connection with the collection of such assessments.

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

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

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

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

ARTICLE III

ARBITRATION

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

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

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

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

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium, Fidelity Bond coverage for the members of the Board and any management agent who has access to and authority over any monies received by or payable to the Association, Directors and Officers Liability coverage, and such other insurance as the Board of Directors deems advisable, and all such insurance shall be carried and administered in accordance with the following provisions:

A. **Responsibilities of the Association.** All such insurance shall be purchased by the Association for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear; and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

B. **Insuring of Common Elements.** If applicable and appropriate all General Common Elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with its appropriate professional advisors. The Association shall not be responsible, in any way, for maintaining insurance with respect to Units.

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

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

Section 2. Association as Attorney in Fact. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney in fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, and the General Common Elements thereof. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests

may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining all risk insurance with respect to the Residence and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit; all occurrences therein or thereon; and for personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit and the improvements located therein, and also for any other personal insurance coverage that the Co-owner wishes to carry. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association when requested, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums therefore shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof.

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

Section 4. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner and the Association from all damages and costs, including attorneys' fees, which such other Co-owners or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant improvements and shall carry insurance to secure this indemnity if so required by the Association. This Section 4 shall not, however, be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY

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

A. **General Common Element.** If the damaged property is a General Common Element, the property shall be rebuilt or repaired unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated, and

each institutional holder of a first mortgage lien on any Unit in the Condominium has given prior written approval of such termination.

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

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

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

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

A. Common Elements Taken by Eminent Domain. If any portion of the Common Elements is taken by eminent domain, the award for that taking 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 re-vested 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 Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of holders of two-thirds (2/3) of all first mortgage liens on individual Units in the Condominium.

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

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

ARTICLE VI

RESTRICTIONS

Section 1. Use of Condominium Unit.

A. **Single Family Use.** No Unit in the Condominium shall be used for other than single-family residential purposes, and the related Common Elements shall be used only for purposes consistent with the use herein stated. No Co-owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, specifically including for profit day care, adult foster care, nursing facilities, transitional housing and similar enterprises, except that Co-owners shall be allowed to have home offices in their Units, provided the same (1) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Condominium, (2) do not utilize or involve the presence of any employees within the Unit other than the individual Co-owner(s) and their families, (3) do not disturb other Co-owners, (4) do not involve additional expense to the Association (such as utility charges and insurance), and (5) do not violate any other provision or restriction contained in the Condominium Documents, (6) do not involve the storage of bulk goods for resale, and (7) do not constitute a violation of any ordinances or regulations of the City. Neither the Units nor the Common Elements shall be used in violation of applicable zoning or other ordinances of the City or in violation of other pertinent laws or regulations and all Co-owners and the Association shall, whenever required, obtain affirmative approvals or permits from the City as may be required by applicable ordinances.

B. **Occupancy Restrictions.** All Units shall be occupied in strict conformance with the codes or ordinances that may be adopted by the City of Farmington Hills from time to time.

Section 2. Leasing and Rental of Units.

A. **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in subparagraph B. below and further provided that (a) the unit to be leased has been occupied by the Co-owner as their primary or secondary Residence for at least one year prior to the same being leased, and (b) the leasing of the Unit will not result in the Co-owner or any related entity leasing more than one Unit at a time in the Condominium. No Co-owner shall lease less than an entire Unit in the Condominium. All leases shall (i) be for an initial term of no less than one (1) year; (ii) require the lessee to comply with the Condominium Documents and Rules and Regulations of the Association; (iii) provide that failure to comply with the Condominium Documents and Rules and Regulations constitutes a default under the lease, and (iv) provide that the Board of Directors has the power to terminate the lease or to institute

an action to evict the tenant and for money damages after fifteen (15) days' prior written notice by certified mail to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by all Unit Co-owners. Co-owners are strongly encouraged to obtain criminal background checks and credit reports for all prospective tenants or occupants of a Unit. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors, along with the Co-owner's mailing address for notices. Copies of all leases in effect as of the effective date of these Amended and Restated Bylaws shall be provided to the Association within 14 days of said effective date. Under no circumstances shall transient tenants be accommodated. For purposes of the Section 2A, a "transient tenant" is a Non-Co-owner residing in a Condominium Unit for less than sixty days, who has paid consideration therefor. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents and all leases, rental agreements and occupancy agreements shall so state. If a Unit is not leased or rented, but is occupied solely by individuals who do not own the Unit, the Co-owner shall provide the Association with the names of all occupants, an address and contact information for Co-owner, and a summary of the terms of the occupancy arrangement under which such occupants occupy the Unit in question..

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

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

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

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

- (a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.
- (b) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- (c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its

behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or Non Co-owner and tenant or Non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit. The Co-owner shall be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorney's fees.

C. Payment of Rent to Association in Case of Arrearages. 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 and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent, otherwise due the Co-owner, to the Association, then the Association may (1) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, or (2) initiate proceedings pursuant to Section 112(4)(b) of the Act.

Section 3. Architectural Control Provisions. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

A. Architectural Control Committee. The Board may establish an Architectural Control Committee ("ACC") which shall consist of at least three Co-owners, who may or may not be Directors. The ACC shall be an advisory committee whose function shall be to review every request for Architectural Approval of Plans and Specifications (as hereinafter defined) and to make recommendations to the Board for approval or not of Plans and Specifications submitted. Approval by the Board of the Co-owner's Plans and Specifications (or failure of the Board to timely respond to the Co-owner's application) shall constitute Architectural Approval. The regular term of office for each member of the ACC shall be determined by the Board. Any member of the ACC may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancies shall serve for the remainder of the term of the former member. The ACC shall elect a chairman from its Co-owners. The ACC shall meet as needed, as well as upon the call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. The ACC shall be authorized, upon written approval of the Board, as well as the Co-owner applicant for Architectural Approval, to retain the services of consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys in order to advise and assist the ACC and the Board in connection with each request for Architectural Approval at the Co-owner's expense.

B. Alterations. No Co-owner shall make alterations in exterior appearance or make structural modifications to any structure, rebuild the same or make changes, including changes in color of any building or improvement component, change in use of the structures, or improvements within a Unit or the Common Elements, without the express written approval

of the Board of Directors or ACC, including but not limited to, elevation changes on any Residence or garage located on the Unit, exterior painting, or the erection of spas, hot tubs, decks, structures, fences, walls, or other exterior attachments or modifications. The Co-owner shall be responsible for the maintenance and repair of any such approved modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement.

C. Construction. No Residence, building, structure or other improvement shall be constructed within the perimeters of a Condominium Unit or elsewhere on the Condominium Premises, unless plans and specifications therefore, containing such detail as the Board may reasonably require, have first been approved in writing by the Board. Construction of any building or other improvements must also receive any necessary approvals from the local public authority, however, no application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Association is received. The Board may require that such Co-owner or his agent or contractor furnish to the Board adequate security, in the Board's sole discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to properly construct, erect or install in a workmanlike, timely and diligent manner in accordance with the approved plans and specifications for the Residence and its improvements.

D. Submission of Plans and Approval Process. A Co-owner shall, in connection with each request for Architectural Approval, submit two (2) copies of the plans and specifications described below for such proposed alteration or improvement of the Co-owner's Unit (the "Plans and Specifications") to the ACC, who shall confirm receipt in writing within 3 business days by letter or email. The Plans and Specifications shall conform with such standards as may be published from time to time by the Board regarding, without limitation, the harmony and variation of external design, location and appearance in relation to surrounding structures and topography. For purposes hereof, Plans and Specifications shall be deemed to mean:

(1) If the proposed alteration or improvement consists of anything other than landscaping, the co-owner shall submit plans acceptable to the ACC, including site, grading, utility, Residence, garage and landscape plans, prepared and sealed by an architect registered in the State of Michigan, or other person or entity approved by the ACC, showing among other things, the location and dimensions of all intended construction, top of foundation elevation, drainage and grading plans (which shall be in conformity with the lot and block grading plans prepared by developer's engineer and approved for the Condominium by the City of Farmington Hills), the nature, kind, type and color of the elevations, facade, height and materials, color scheme (including, but not limited to stain and paint colors), siding, and the approximate cost of such improvement, together with such other data and information as will enable the ACC to understand the proposed construction, timeframe for construction and its relationship to surrounding topography.

(2) With respect to any landscaping, drawings, plans and specifications as prepared by the Co-owner's landscape architect (or such other less formal plans, drawings or depictions which are acceptable to the ACC), showing all proposed changes to the original landscaping and any sprinkler system of, a Unit specifying without limitation, types of trees, bushes, sod, etc. to be used, their location on the Unit yard and generally describing the maintenance required for such landscaping and such other data and information as will enable the ACC to understand the proposed landscaping, timeframe for implementation and its relationship to surrounding topography.

(3) The ACC may seek opinions from the Co-owners of the Development and shall, within a reasonable time prescribed by the Board of Directors render a recommendation and report to the Board of Directors.

(4) Within thirty (30) days of the Co-owner completing his/her submittal, the ACC shall review the Plans and Specifications and forward its recommendations to the Board. The Board shall approve or disapprove the Co-owner's request by a majority vote taken within sixty (60) days of the date that the Co-owner has completed his/her submittal to the ACC. Each Co-owner requesting Architectural Approval shall be entirely responsible for payment of all fees of architects, engineers, designers, landscape architects or other consultants incurred by the ACC and the Board and reasonably required to review the Plans and Specifications. In the event that the Board denies the requested Architectural Approval, a Co-owner may submit revised Plans and Specifications to be considered by the ACC and the Board in the manner set forth herein. In the event a Co-owner receives no written communication from the Board with respect to the requested Architectural Approval within the aforementioned sixty (60) day Board approval period, the Plans and Specifications shall be deemed approved and the requested Architectural Approval deemed issued. Upon issuance of the requested Architectural Approval, no further approvals shall be required with respect thereto, unless either (a) such action has not been substantially commenced within one (1) year of the issuance of the requested Architectural Approval (e.g., clearing and grading, pouring of footings, etc.) or (b) the approved Plans and Specifications are altered or changed in any material manner or fashion.

(5) In the event that such application for changes are approved by the Board of Directors, it shall be subject to a written undertaking by the Co-owner acknowledging that all of the improvements are to be at the Co-owner's sole expense and that injury, if any, to the Common Elements will be repaired promptly by the Co-owner at his sole expense and that the improvements will be completed by a date to be determined and established by the Board of Directors. A copy of the plans and specifications, as finally approved, shall be kept permanently with the Association.

(6) The Board shall have the absolute right to waive any specifications in the By-Laws and the right to refuse to approve any plans and specifications which are not suitable or desirable in its sole and absolute discretion for aesthetic or other reasons. In no event shall the Board have any personal liability for its actions. In considering any plans and specifications, the Board may take into consideration any of the following: (a) the suitability and aesthetic quality of the proposed building or other structure to be built, erected or installed, (b) the site upon which it is proposed to erect the same, (c) the compatibility of the planned structure with the adjacent or neighboring Residences, (d) whether the proposed improvement will impair the structural integrity of a Residence or Common Elements, (e)

whether the proposed improvement would create a nuisance or annoyance to surrounding Co-owners, and (f) the impact on the overall standards and appearance of the Condominium.

(7) Neither the approval of the Plans and Specifications, the issuance of the Architectural Approval nor the publication of standards shall be construed as representing or implying that such Plans and Specifications or standards shall, if followed, result in properly designed construction. Such approvals and standards shall in no event be construed as representing or guaranteeing that the Co-owner's dwelling, the Unit or other improvement/landscaping performed in accordance therewith shall be built in a good or workmanlike manner. Neither the Board, the Association, nor the ACC shall be responsible or liable for any defects in any Plans and Specifications submitted, revised or approved pursuant to this Article, any loss or damage to any person or property arising out of the approval or disapproval of any Plan or Specifications, any loss or damage arising from the non-compliance of such Plans and Specifications with any governmental ordinances or regulations or construction standards, nor any defects in construction performed pursuant to such Plans and Specifications. Notwithstanding the obtaining of Architectural Approval, the Co-owner shall solely be responsible to apply and pay for and obtain any and all required governmental approvals, permits, licenses, etc. and to comply with the requirements of all ordinances and regulations of the City of Farmington Hills, as applicable, (including the zoning ordinance); all applicable building, health and safety codes and all recorded restrictions, covenants and conditions applicable to the Co-owner's Unit. Board approval given to any one Co-owner shall be based upon the Board's sole and unrestricted discretion and Board approval given to any Co-owner's proposed action or any particular aspect thereof in connection with such proposed action shall not be construed as, or interpreted to be or require, Architectural Approval to any part or portion of any other Co-owner's proposed alteration or improvement, although such proposed action may be identical or substantially similar to an action which has received Architectural Approval.

E. Construction Requirements. In addition to any other requirements contained in these Bylaws and the Rules and Regulations of the Association, the following requirements shall apply to any submission:

(1) No Residence shall be more than two (2) stories, nor exceed the height of 35 feet from the first floor elevation to the highest roof ridge line.

(2) Hot tubs and in-ground pools may be installed if permitted by the City of Farmington Hills and approved in writing by the Board upon recommendation from the Architectural Control Committee (ACC). No above ground pools are permitted.

(3) Co-owners must use sod (not seed) in the event any portion of their existing lawn is replaced for any reason. All Co-owners must install an underground irrigation system. Any such irrigation system installed after the effective date of this Amended and Restated Master Deed and Bylaws must have an outside control panel/clock servicing all landscaped areas of the Unit.

(4) All exterior lighting, including lamps, posts, and fixtures, for any Residence or garage must receive prior written approval from the Board upon recommendation from the ACC. All Unit Co-owners are encouraged to turn on exterior garage lights manually or by a photocell from dusk to dawn every day.

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

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

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

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

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

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

(6) A Co-owner having made an improvement or modification allowed by this subsection shall notify the Association in writing of the Co-owner's intention to convey any interest in or lease (if permitted) his or her Condominium Unit to another, not less than thirty (30) days before the effective date of the conveyance or permitted lease. Not more than

thirty (30) days after receiving such a notice, the Association may require that the Co-owner remove the improvement or modification and restore the premises at the Co-owner's expense. In the absence of the required notice of conveyance or permitted lease, the Association may at any time remove or require the Co-owner to remove the improvement or modification at the Co-owner's expense, however, the Association may not remove or require the removal of an improvement or modification if the Co-owner intends to resume residing in the Unit within 12 months or a Co-owner conveys or leases (if permitted) the Condominium Unit to a person with disabilities who needs the same type of improvement or modification, or who has a person residing with him or her who requires the same type of improvement or modification. As used in this Section, "person with disabilities" means that term as defined in Section 2 of the state construction code act of 1972 – MCL 125.1502.

G. Satellite Dishes and Antenna. A Co-owner, or a tenant occupying a Unit in compliance with the requirements of Article VI, Section 2, above, may install and maintain in a Unit in which he/she has a direct or indirect ownership or leasehold interest, and which is within his/her exclusive use or control, an antenna, and/or a mast that supports an antenna, of any of the types and sizes described in paragraph (a) of the Federal Communication Commission's Over-the-Air Reception Devices (OTARD) Rule, 47 C F R Section 1.4000, as amended (the "FCC Rule"), but every such installation shall be made in conformance with the limitations and procedures of this subsection and all applicable written rules and regulations with respect to the installation, maintenance and/or removal of such antennas by a Co-owner as from time to time may be promulgated by the Board of Directors of the Association under this Section and Article VI, Section 11, of these Bylaws, except in either case to the extent that they are construed to conflict with the Federal Telecommunications Act of 1996, as amended, or the FCC Rule. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair the reception of an acceptable quality signal and shall not unreasonably prevent or delay, or increase the cost, of the installation, maintenance or use of any such antenna. Such rules and regulations may provide for, among other things; placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein.

(1) Antenna installation on a General Common Element is prohibited. Antenna masts, if any are permitted, may be no higher than is necessary to receive an acceptable quality signal, and may not extend more than twelve (12) feet above the roofline without preapproval, due to safety concerns.

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

Section 4. Conduct upon the Condominium Premises. No noxious, 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 carried upon the Common Elements or any Unit. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units in the Condominium. Disputes among Co-owners arising as a result of this Section that cannot be amicably resolved by the Co-owners shall be mediated by the Co-owners as provided in Article III. No Co-owner shall do or permit anything to be done or keep or permit to be kept on his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. Animals upon the Condominium Premises. No animal, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association, except that a Co-owner may maintain two (2) domesticated pets in his/her Condominium Unit. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium that it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section 5 shall not include small domesticated animals that are constantly caged, such as small birds or fish. Co-owners found to be in violation of this Section shall be subject to the

finest and penalties as provided in these Bylaws as well as fines and penalties set by Farmington Hills City ordinances where applicable.

Section 6. Use of Common Elements. The Common Elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any patio, porch or deck. There shall be no outside hanging or drying of laundry. Trash receptacles shall be maintained in closed garages until pick up days, at which time the same shall be placed at the curbs of the drives in the Condominium only for such short periods of time as may be reasonably necessary to permit periodic collection of trash and, in no event, shall trash receptacles be placed at the curbs prior to the evening preceding trash pick-up. It shall be the responsibility of each Co-owner to prevent the development of any unclean, unsightly or unkempt condition of the Residence or grounds contained within a Unit which tends to decrease the beauty of any part of the Condominium. City ordinances pertaining to storage and nuisances shall be applicable and enforced. 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, Condition of Units. Common Elements, sidewalks, landscaped areas, driveways, and roads shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements. All vacant Units must remain free of debris, litter, and trash and be cleaned up regularly. All grass and weeds on any vacant Unit must be mowed at least once monthly or more often if required by the Board. Where a residence is under construction within a Unit, all debris, construction debris, unusable materials, litter, and trash must be cleaned up and removed weekly if required by the Board.

Section 8. Vehicles upon the Condominium Premises. No house trailers, recreational vehicles, vans or similar vehicles such as club wagons, commercial vehicles, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers, watercraft or watercraft trailers or vehicles other than automobiles, non commercial pickup trucks, SUVs, passenger vans, and motorcycles (not objectionable on account of noise or improper operation) used as an occupant's means of transportation, and not for any commercial purposes, may be parked or stored upon the premises of the Condominium, except in accordance with the provisions of this Section, unless parked in an individual Residence garage with the door closed or unless specifically approved by the Association or parked in an area specifically designated therefore by the Association. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefore. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefore.

A. **Temporary Presence.** The Board of Directors shall have discretion to issue rules and regulations that provide for the temporary presence of the above enumerated recreational/leisure vehicles upon the Condominium Premises for proper purposes, such as loading and unloading of said vehicles. The Association shall not be responsible for any

damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefor.

B. Commercial Vehicles. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided – in an individual Residence garage) unless while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 19 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, storage racks, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks, used for personal transportation, and no commercial purpose whatsoever, shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained herein. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area thereof.

C. Standing Vehicles, Repairs. Non operational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises. Non-emergency maintenance or repair of motor vehicles shall be permitted within a Co-owner's garage only.

D. Parking Restrictions. Co-owners shall not park their vehicles overnight on the Condominium Premises except in their respective garages, or in the driveways adjacent to their respective garages (subject to the restrictions contained in this Section), unless the Board of Directors specifically approves in writing otherwise.

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

Section 9. Construction on Easements. No residences, improvements or structures may be constructed or maintained over or on any easements; provided, however, that after the utilities have been installed, such areas may be sod. All other planting or improvements within a Unit of any type over or on the easements shall be allowed only upon prior written approval of the Board and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Condominium Project, and so long as access is granted, without

charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

Section 10. Signs upon the Condominium Premises and Mailboxes. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or the Common Elements without the written permission of the Board, except for the following:

A. One (1) "For Sale" sign not to exceed six (6) square feet and one associated directional sign that may be placed on the Common Elements without Board approval any day there is an open house.

B. Up to 5 political endorsement signs may be placed on a Unit without Board approval, with a maximum size no greater than 9 square feet per sign. Such political endorsement signs cannot be displayed for a period of time longer than 30 days and must be removed within 5 days after the election.

C. One commercial product sign can be displayed on a Unit without ACC approval while work is being performed on the Unit, provided such sign is 1) not displayed on the Unit for a period longer than 30 days and 2) is removed from the Unit within 2 weeks after the completion of the work.

D. No other signs can be displayed or located on a Unit, including any structures erected on the Unit, or on the Common Elements, without the prior written permission of the Board. A written request for any sign must be submitted to the ACC giving the dimensions, text, proposed location with respect to the lot line, and time period the sign will be displayed if permission is granted by the Board upon recommendation from the ACC.

E. Any approved sign shall be constructed and installed in a professional manner. Any approved sign shall be kept clean and in good repair during the period of its maintenance on the Unit. Where possible, no sign shall be placed and maintained nearer than 15 feet from the front lot line unless approved by the Board. Nothing herein shall be construed so as to prevent the display of an American flag by any Co-owner of a size not exceeding 3' x 5'.

Section 11. Regulations Consistent with the Act. Reasonable regulations consistent with the Act, the Amended and Restated Master Deed, and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective as stated in said rule or regulation. Any rule or regulation may be revoked at any time by the affirmative vote of more than sixty-seven (67%) percent of all Co-owners entitled to vote.

Section 12. Landscaping and Decoration of Common Elements. No Co-owner shall perform any landscaping or plant any trees, shrubs, or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Board. If a Co-owner is given permission to install any plantings in a Common Element area, the Co-owner shall be responsible for maintaining that Common Element area at his/her expense. Each Unit with a Residence must be landscaped in accordance with the approved grading and landscaping plan designated in Section 3 of this Article VI. After landscaping has been

installed, the Co-owner shall maintain same in a good and sightly condition consistent with the approved landscaping plan and such regulations as may be promulgated by the ACC, from time to time. In administering the Condominium, the Association, acting through its Board of Directors, may undertake completion of the landscaping required by this paragraph in the event that the Co-owner has failed, neglected or refused to do so following written notification of such default by the Association. Nothing contained herein shall compel the Association to undertake such responsibilities. However, any such responsibilities undertaken by the Association shall be charged to any affected Co-owner and collected in accordance with the assessment procedures established under Article II of these Bylaws. All landscape plans must be approved by the Architectural Control Committee prior to installation. Certain areas in the Condominium may be left, in the discretion of the Board, in a natural state because of terrain characteristics and in order to enhance the natural beauty of the Condominium. The Association shall not be required to landscape such areas nor to alter the natural characteristics of it. Co-owners shall be restricted from the installation of permanent play structures, swings, playground equipment, sand boxes, etc., on any General Common Element of the Condominium.

Section 13. Co-owner Maintenance of Unit. Oxford Estates 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. All vacant Units must remain free of debris, litter, and trash and be cleaned up regularly. All grass and weeds on any vacant Unit must be mowed at least bi-weekly or more often if required by the Board. Where a residence is under construction within a Unit, all debris, construction debris, unusable materials, litter, and trash must be cleaned up and removed every Friday afternoon and more often if required by the Board. If the Board determines in its sole discretion that such maintenance is required as a result of the failure of the Co-owner to perform his responsibility as set forth above, the Board may proceed to have the work performed at the Co-owner's expense. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition, and all Residences, landscaping and other structures and improvements within a Unit shall be maintained at all times in an orderly and first class 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, mains and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or common elements which are the responsibility of the Co-owner to maintain, repair and replace. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement as soon as it is discovered.

Section 14. Water and Sewer. No dwelling shall be occupied without being serviced by a sewage disposal system and a public water supply system. All toilet facilities shall be located inside a dwelling. Permits where applicable for the installation of water and sewage disposal systems shall be obtained from the City of Farmington Hills Building Department prior to any construction on the individual site.

Section 15. Costs of Enforcing Documents. Any and all costs, damages, fines, expenses and/or actual attorneys fees incurred or levied by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to, secured by the statutory lien on the Unit and collected from the responsible Co-owner or Co-owners in the manner provided in Article II hereof. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations, and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

Section 16. Association Approvals Revocable. All approvals given by the Association in accordance with these Bylaws shall be revocable and in the nature of a license, and can be withdrawn upon thirty (30) days written notice.

ARTICLE VII

MORTGAGES

Section 1. Notification of Mortgage. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association 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 sixty (60) days.

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

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

ARTICLE VIII

MEMBERSHIP AND VOTING

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

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

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

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

D. Evidence of Ownership for Voting Purposes. No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast only by the Co-owner or by a proxy given by such individual representative.

E. Designation of Voting Representative. Each corporate, partnership, LLC or other business or legal entity Co-owner, that is not a natural person, shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association (one vote per Unit) and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, LLC, association, trust or other entity that is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairperson of the meeting.

F. Quorum. The presence in person or by proxy of thirty-five percent (35%) in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written or other authorized vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any member who participates by remote communication in a meeting of members of the Association, as provided in Article IX, Section 5 below, shall also be counted in determining the necessary quorum.

G. Voting. Votes may be cast in person, in writing duly signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Association for a given vote, provided the same are not in violation of the provisions of these Amended and Restated Bylaws and Michigan law. Any proxies, written votes or other votes cast by means allowed hereunder must be filed with the Secretary of the Association or the Association's management agent at or before the appointed time of each meeting of the

members of the Association or voting deadline if no meeting held. Votes may be cast by mail, fax, delivery, electronically (by any method not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process), or any other method approved by the Association in advance of the vote. Cumulative voting shall not be permitted.

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

I. Action Without Meeting. Any action that may be taken at a meeting of the members (except for the removal of Directors) may be taken without a meeting by written vote of the members. Votes shall be solicited in the same manner (with respect to notice) as provided in Article IX, Section 4, hereof. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which votes must be received in order to be counted. The form of written vote shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written vote shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of votes which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of votes cast. Votes may be cast in accordance with this paragraph by mail, hand delivery, electronically or by facsimile.

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

Section 2. Records and Books of the Association. The Association shall keep detailed books of account showing all expenditures and receipts of administration that shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be "reviewed" at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following

the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Amended and Restated Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable business hours.

ARTICLE IX

MEETINGS

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

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

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one third (1/3) of the Co-owners in number presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association pursuant to Article VIII, Section 1.E of these Bylaws or to the address of the Unit owned by the Co-owner shall be deemed notice served. In lieu thereof, said notice may also be hand delivered to a Unit if

the Unit address is designated as the voting representative's address, and/or the Co-owner is a resident of the Unit. Electronic transmittal of such notice, may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper which creates a record that may be retrieved and retained by the recipient and which may be directly reproduced in paper form by the recipient through an automated process. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

Section 5. Remote Communication Attendance; Remote Communication Meetings.

A member may participate in a meeting of the members by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other, if the Board determines to permit such participation and (a) the means of remote communication permitted are included in the notice of the meeting or (b) if notice is waived or not required. All participants shall be advised of the means of remote communication in use and the names of the participants in the meeting shall be divulged to all participants. Members participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a member or proxy holder; (b) the Association implements reasonable measures to provide each member and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any member or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association. A member may be present and vote at an adjourned meeting of the members by means or remote communication if they were permitted to be present and vote by the means of remote communication in the original meetings notice given. The Board may hold a meeting of the members conducted solely by means or remote communication.

Section 6. Adjournment for Lack of Quorum. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty eight (48) hours from the time the original meeting was called.

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

ARTICLE X

BOARD OF DIRECTORS

Section 1. Qualification and Number of Directors. The affairs of the Association shall be governed by a Board of Directors all of who must be Co-owners of Units in Oxford Estates Condominium. The Board shall consist of five (5) members. No two occupants of the same

Unit may serve on the Board of Directors at the same time. Directors shall serve without compensation.

Section 2. Term of Directors. At the first Annual Meeting after adoption of these Restated By-Laws five (5) Directors shall be elected; three (3) for a term of two years and two (2) Directors for a term of one year. At such meeting all nominees shall stand for election as one slate and the three (3) people receiving the highest number of votes shall be elected for a term of two years and the two (2) people receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either three (3) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. After the Annual Meeting where the Directors are elected pursuant to this Section, the term of office of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things necessary thereto subject always to the Condominium Documents and applicable laws. In addition to the foregoing general powers and duties imposed by these Restated Bylaws, or any further powers and duties that may be imposed by law or the Articles of Incorporation, the Board of Directors shall be responsible specifically for the following:

A. **Management and Administration.** To manage and administer the affairs of and maintenance of the Condominium Project and the Common Elements thereof, all to the extent set forth in the Amended and Restated Master Deed, or elsewhere in the Condominium Documents.

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

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

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

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

F. **Real or Personal Property.** To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and any easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association; provided, however, that any such action shall also be approved by affirmative vote of more than 2/3 of all of the members of the Association entitled to vote.

G. **Easements and Telecommunications.** To grant such easements, licenses and other rights of entry, use and access, and to enter into any contract or agreement, including wiring agreements, utility agreements, right of way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any

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

H. Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than 60% of all of the members of the Association entitled to vote, except in the case of financing or re-financing of a Unit acquired through foreclosure of the statutory lien for unpaid assessments, which shall require no such approval.

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

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

K. Financing Regulations and Agreements. To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.

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

Section 4. Professional Management. The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article X, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, or which is not terminable by the Association upon sixty (60) days' written

notice, with or without cause, to the other party. In the event the Board does employ professional management for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any Unit in the Condominium prior to terminating professional management and assuming self management.

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

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called and held, any one or more of the directors may be removed with or without cause by the affirmative vote of more than sixty-seven (67%) percent of all Co-owners entitled to vote, and a successor may then and there be elected to fill the vacancy thus created. The quorum requirement for the purpose of filling any vacancy shall be the normal 35% requirement set forth in Article VIII, Section 1F. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 7. First Meeting of New Board. The first meeting of a newly elected Board of Directors shall be held within twenty (20) days of election at such place and time as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the entire Board is present at such a meeting.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors. At least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, or by mail, electronically or by telephone at least ten (10) days prior to the date named for such meeting, unless waived by said director.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the president on at least three (3) days notice to each director, given personally, or by mail, electronically or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing or orally, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by that director of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts

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

Section 12. Action Without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors. Further, the presiding officer of the Association, in exceptional cases requiring immediate action, may poll all Directors by phone or e-mail for a vote, and provided the action is consented to by the requisite number of Directors, such vote shall constitute valid action by the Board, provided the results of the vote and the issue voted upon are noted in the minutes of the next Board meeting to take place.

Section 13. Closing of Board of Directors' Meetings to Members; Privileged Minutes. The Board of Directors, in its discretion, for good and sufficient reason, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Remote Communication Participation. Members of the Board of Directors may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, which shall be in an amount at least equal to three months of regular assessments plus the balance in the reserve fund. The premiums for such bonds shall be expenses of administration.

ARTICLE XI

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a president, vice president, secretary and treasurer. The directors may appoint such other officers as in

their judgment may be necessary. Any two offices except that of president and vice president may be held by one person. The President must be a member of the Board of Directors.

Section 2. Appointment and Duties. The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

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

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

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

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

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

ARTICLE XII

FINANCES

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

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

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

ARTICLE XIII

INDEMNIFICATION

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

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

ARTICLE XIV

COMPLIANCE

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

Section 2. Amendment. These Bylaws may be amended in accordance with the Act and the provisions of Article VIII of the Amended and Restated Master Deed for Oxford Estates Condominium.

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

ARTICLE XV

REMEDIES FOR DEFAULT

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

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

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

event shall any Co-owner be entitled to recover such attorney's fees or costs against the Association.

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

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

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

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

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

ARTICLE XVI

FINES

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

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

A. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the Co-owner at the address on file with the Association.

B. Hearing. The offending Co-owner shall be scheduled for a hearing before the Board of Directors, at which time the Co-owner shall have an opportunity to offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or the Board's earliest convenience, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.

C. Default. Failure to appear at the hearing or respond to the notice of violation by the date set for the hearing constitutes a default.

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

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

1.	FIRST VIOLATION	No fine will be levied
2.	SECOND VIOLATION	\$50.00 Fine
3.	THIRD VIOLATION	\$100.00 Fine
4.	FOURTH VIOLATION AND ALL SUBSEQUENT VIOLATIONS	\$500.00

The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 11 of these Bylaws. For purposes of this Section, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents within any given calendar year, 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 seven day period into which a violation continues. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable on the first day of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in

the Condominium Documents including, without limitations, those described in Article II and Article XV of these Bylaws.

ARTICLE XVII

SEVERABILITY

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

CONDOMINIUM SUBDIVISION PLAN

1892570326

REPLAT NO. 1

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 674

EXHIBIT "B" TO THE MASTER DEED OF

OXFORD ESTATES CONDOMINIUM

CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN

NOTE:

THE ASTERIK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED SHEETS WHICH ARE REVISED, DATED 9-16-91. THESE SHEETS, WITH THIS SUBMISSION, ARE TO REPLACE SHEETS PREVIOUSLY RECORDED.

SURVEYOR

MILLETICS AND ASSOCIATES
40000 GRAND RIVER AVENUE
NOVI, MICHIGAN 48375

DEVELOPER:

THE SELECTIVE GROUP, INC.
27655 MIDDLEBELT ROAD
SUITE 130
FARMINGTON HILLS, MICHIGAN 48018

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- *13. SITE PLAN
- *14. SITE PLAN
- *15. UTILITY PLAN

LEGAL DESCRIPTION

A part of the Northwest 1/4 of Section 16, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan; more particularly described as commencing at the West 1/4 corner of said Section 16; thence North 87°49'48" East, 33.00 feet, along the East and West 1/4 line of said Section 16, to the Easterly right-of-way of Drake Road (variable width), and the point of beginning; thence the following courses along the Easterly right-of-way of said Drake Road; North 02°14'04" West, 50.57 feet; and 401.30 feet along a curve to the left, said curve having a radius of 335.00 feet, a central angle of 68°38'08", and a chord bearing and distance of North 14°09'04" East, 377.73 feet; and North 20°10'00" West, 200.63 feet; and 9.19 feet along a curve to the right, said curve having a radius of 921.93 feet, a central angle of 00°34'16", and a chord bearing and distance of North 19°52'52" West, 9.19 feet; and North 02°14'04" West, 399.70 feet, along the Easterly right-of-way of said Drake Road, to the Southerly right-of-way of I-696 Highway; thence North 85°28'16" East, 1701.83 feet, along the Southerly right-of-way of said I-696 Highway; thence South 02°06'20" East, 1082.40 feet, to the East and West 1/4 line of said Section 16; thence South 87°49'48" West, 1740.03 feet, along the East and West 1/4 line of said Section 16, to the point of beginning;

AND ALSO, a part of the Northwest 1/4 of Section 16, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan; more particularly described as commencing at the West 1/4 corner of said Section 16; thence North 02°14'04" West, 262.35 feet, along the West line of said Section 16 and the centerline of the previously existing Drake Road; thence North 87°45'56" East, 33.00 feet, to the point of beginning; thence continuing North 87°45'56" East, 17.00 feet; thence North 02°14'04" West, 212.96 feet, to a point on the Westerly right-of-way of Drake Road as relocated; thence South 20°10'00" East, 88.93 feet, along the Westerly right-of-way of said relocated Drake Road; thence 262.28 feet along a curve to the right, said curve having a radius of 269.00 feet, a central angle of 55°51'56", and a chord bearing and distance of South 07°45'58" West, 252.02 feet, along the Westerly right-of-way of said relocated Drake Road; thence North 02°14'04" West, 117.93 feet, to the point of beginning. All of the above containing 40.542 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

[Signature]

PROPOSED OXFORD ESTATES CONDOMINIUM		TITLE PAGE	
REPLAT NO. 1	DATE 9-16-91		
SEASON, KEAST & ASSOCIATES, INC. 			

(PAGE 4 OF 11)



That the Subdivision Plan known as Oakland County Condominium Subdivision Plan No. 674, as shown on the accompanying drawings, represents a survey on the ground made under my direction; that there are no existing encroachments upon the lands and property;

That the accuracy of this survey is within the limits required by rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978:

That the bearings as shown are noted on Survey Plan as required by the rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978.

8-23-98

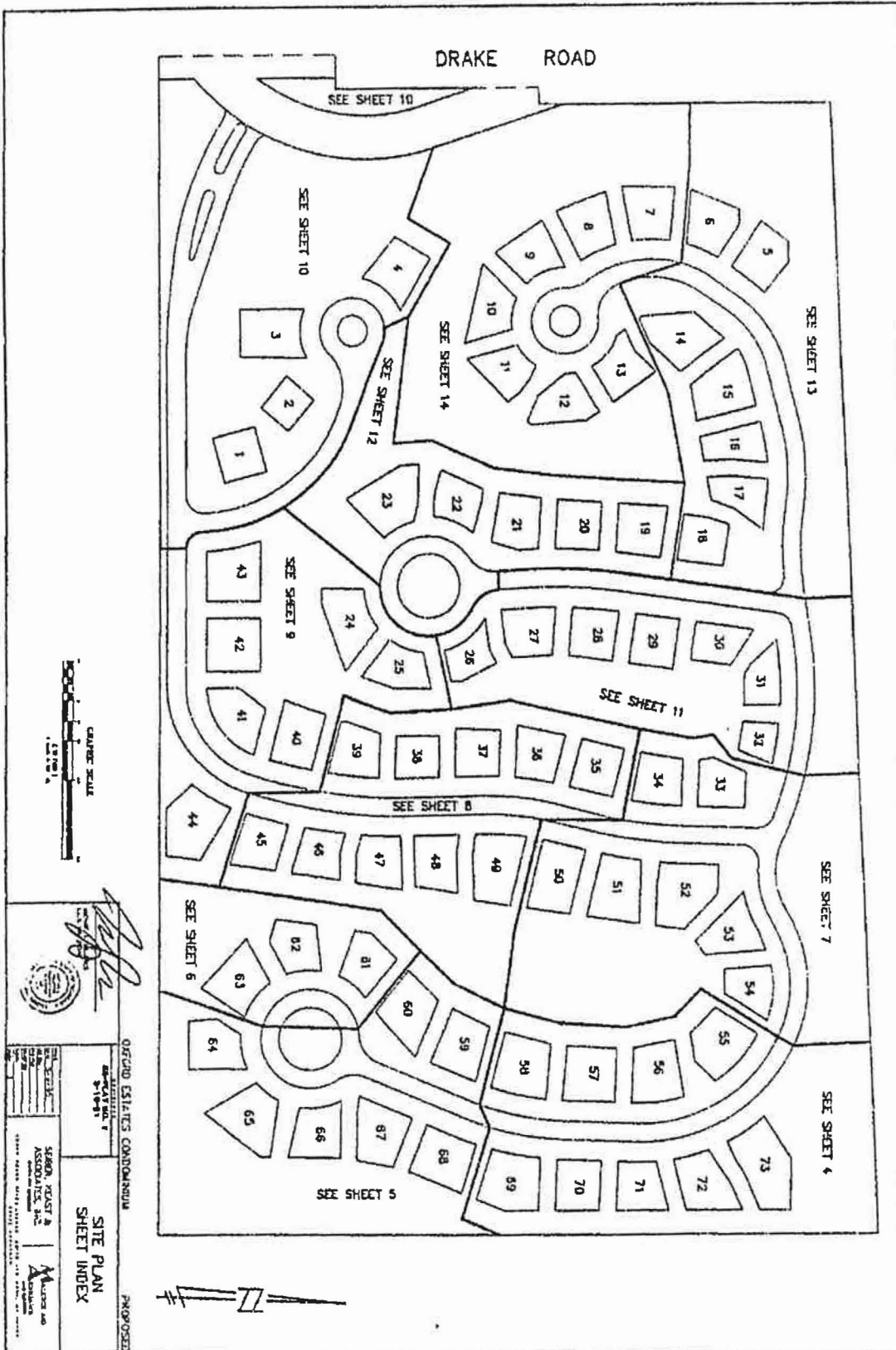
Date Michael J. Velities Licensed Land Surveyor
Registration Number 29249
Velities and Associates
40660 Grand River Avenue Novi, Michigan 48060

NOTE: BEARINGS ARE SHOWN IN RELATION TO
I-695 HIGHWAY RIGHT-OF-WAY PER
M.D.O.T. RECORDS, IN LIBR 4295, PAGE 183.

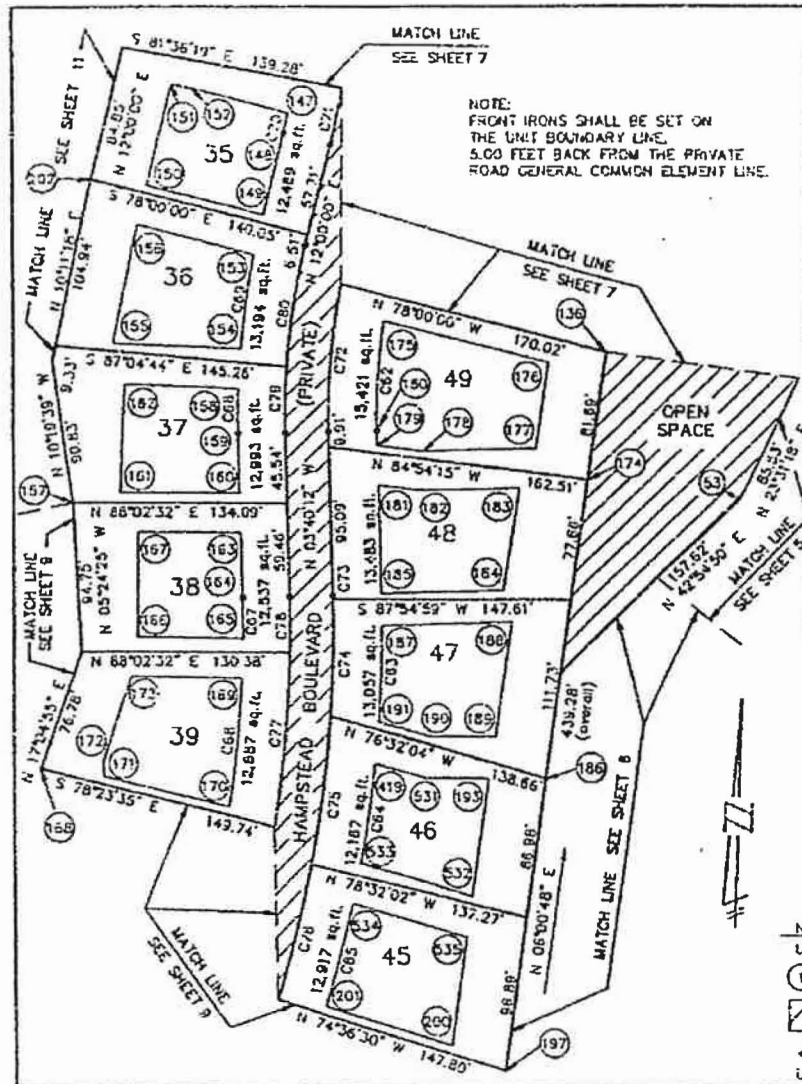
EASEMENTS WILL BE SHOWN ON AS-BUILT DRAWINGS.

[illegible]

LIBER 18925 PG 328



18925 PC329



PT. NO.	NORTH	EAST	PT. NO.	NORTH	EAST	PT. NO.	NORTH	EAST
53	N 5498.9145	E 6377.4791	164	N 5421.1432	E 6070.5302	183	N 5498.3342	E 6240.5685
136	N 5586.4599	E 6231.7533	165	N 5395.4714	E 6071.7092	184	N 5432.3879	E 6232.7947
147	N 5725.5871	E 6088.7177	166	N 5394.2915	E 6066.6589	185	N 5427.2793	E 6157.3181
148	N 5713.2177	E 6086.2273	167	N 5450.6002	E 6004.3523	186	N 5316.9095	E 6283.3558
149	N 5681.6565	E 6075.2676	168	N 5310.0674	E 5949.0248	187	N 5407.3041	E 6158.3589
150	N 5677.2512	E 6001.8532	169	N 5370.4718	E 6071.9587	188	N 5412.7492	E 6238.8087
151	N 5740.4233	E 6015.2787	170	N 5200.9835	E 6065.8562	189	N 5340.8216	E 6231.2318
152	N 5738.6661	E 6027.1860	171	N 5307.1340	E 5988.2549	190	N 5339.3403	E 6190.5088
153	N 5637.1615	E 6070.2642	172	N 5315.6630	E 5987.3534	191	N 5347.0156	E 6158.4531
154	N 5579.3238	E 6053.5060	173	N 5369.2358	E 6003.8161	419	N 5321.6231	E 6157.1202
155	N 5579.4782	E 5984.1370	174	N 5505.2523	E 6283.1957	193	N 5315.6887	E 6228.0535
156	N 5852.6724	E 5997.2913	175	N 5600.3414	E 6152.6265	531	N 5314.2323	E 6188.0067
157	N 5477.8161	E 5962.6502	176	N 5578.4302	E 6255.7106	532	N 5241.9049	E 6220.2612
158	N 5554.3249	E 6062.8721	177	N 5523.9871	E 6249.9756	533	N 5259.6480	E 6150.4148
159	N 5525.9279	E 6063.8099	178	N 5519.4887	E 6179.8433	197	N 5134.0453	E 6244.0929
160	N 5487.7296	E 6066.2600	179	N 5522.0395	E 6151.2381	534	N 5234.8876	E 6148.3459
161	N 5485.2051	E 5992.4054	180	N 5531.4967	E 6150.8315	535	N 5216.7831	E 6217.6148
162	N 5534.4618	E 5992.5402	181	N 5496.7960	E 6152.8572	200	N 5148.7243	E 6210.4455
163	N 5462.7697	E 6067.8609	182	N 5494.4173	E 6179.5313	201	N 5170.3503	E 6131.2890

CURVE	RADIUS	ARC	CHORD	CHD. BEARING	DELTA
C62	370.73	38.97	68.57	S 01°39'36" W	10°39'35"
C63	793.50	60.30	50.25	N 00°05'22" W	04°21'15"
C64	793.50	62.36	62.34	S 06°10'29" W	04°30'09"
C65	783.50	66.16	58.14	S 12°37'35" W	04°46'37"
C66	708.50	72.69	79.65	N 03°40'23" E	06°27'45"
C67	708.50	25.70	25.70	N 02°37'46" W	02°05'03"
C68	457.73	28.42	25.41	S 01°53'29" E	03°33'26"
C69	457.73	58.27	58.23	S 06°39'53" W	07°17'35"
C70	588.50	12.62	12.62	N 11°23'01" E	01°13'58"
C71	616.50	35.91	35.91	N 10°19'52" E	03°20'16"
C72	400.73	92.59	22.39	S 02°36'58" W	13°14'19"
C73	763.50	2.14	2.14	N 03°35'23" W	00°09'39"
C74	763.50	73.49	73.46	N 00°45'06" W	05°30'54"
C75	763.50	91.99	91.93	N 05°27'27" E	06°54'11"
C76	763.50	86.39	86.34	N 12°09'01" E	08°28'58"
C77	736.50	108.25	108.15	N 03°16'33" E	08°25'17"
C78	736.50	35.15	35.15	N 02°18'09" W	02°44'05"
C79	427.73	41.13	41.12	S 00°54'54" E	05°30'36"
C80	427.73	75.85	74.75	S 06°55'12" W	10°09'36"

NOTE:

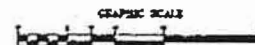
UNITS 1 AND 2 MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

GENERAL COMMON ELEMENT.

• INDICATES POINT OF CURVATURE

UNITS 35 THRU 39 AND 45 THRU 49 NEED NOT BE BUILT.



Signature

PROPOSED
OXFORD ESTATES CONDOMINIUM

PLAT NO. 1
8-18-81

SITE PLAN

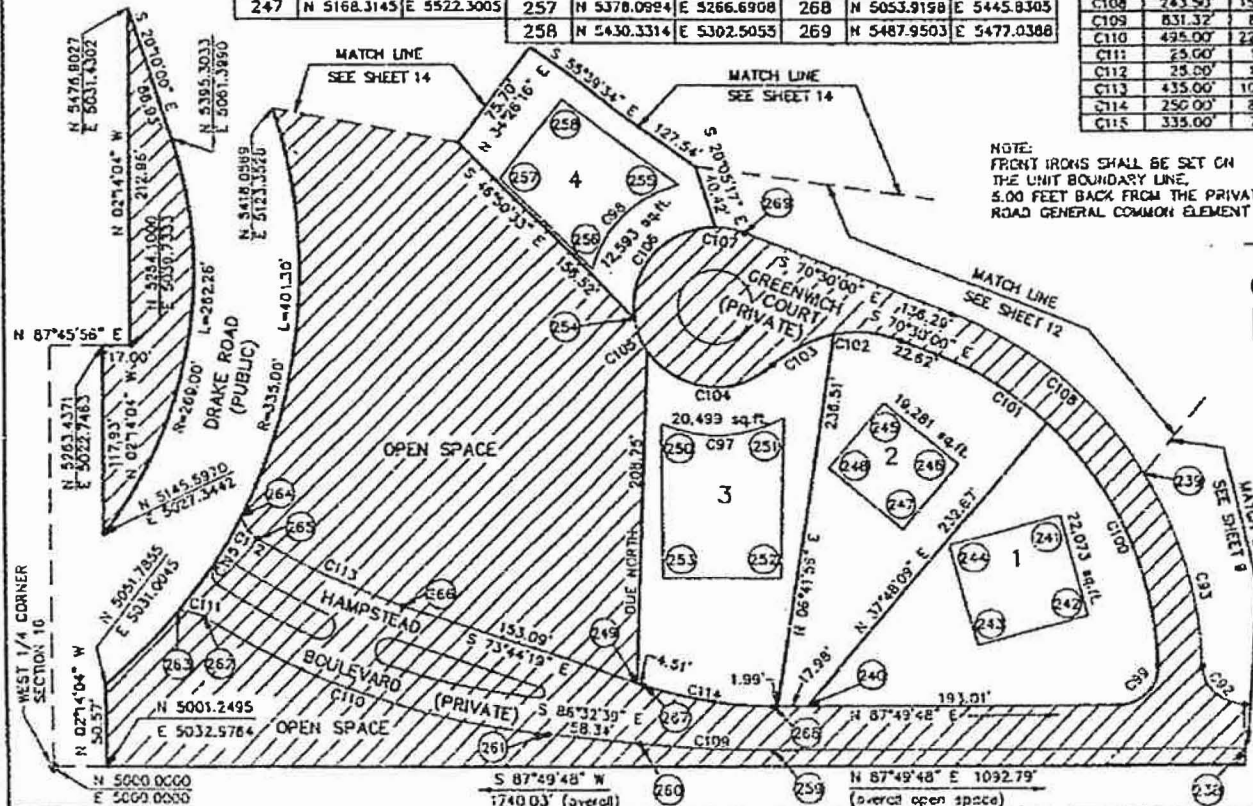
SEDER, KEAST & ASSOCIATES, INC.
PLANNERS & ARCHITECTS

DATE: 8-18-81

18925PC330

PT. NO.	NORTH	EAST	PT. NO.	NORTH	EAST	PT. NO.	NORTH	EAST
238	N 5037.9197	E 5738.6432	248	N 5205.0911	E 5474.8929	259	N 5026.9391	E 5446.9528
239	N 5207.9272	E 5668.8562	249	N 5205.0911	E 5474.8929	260	N 5027.8546	E 5365.2649
240	N 5054.6759	E 5465.7855	250	N 5228.9035	E 5372.1169	261	N 5031.3712	E 5307.0323
241	N 5180.5317	E 5618.2695	251	N 5235.7329	E 5446.2879	262	N 5096.0537	E 5090.6476
242	N 5118.1133	E 5637.5554	252	N 5134.5185	E 5447.8311	263	N 5039.1684	E 5075.0762
243	N 5097.3248	E 5570.2738	253	N 5131.5976	E 5376.0779	264	N 5159.7648	E 5111.9302
244	N 5153.7432	E 5550.9879	254	N 5293.2220	E 5353.8410	265	N 5146.6132	E 5123.1108
245	N 5247.5604	E 5507.8386	255	N 5378.7992	E 5377.6597	266	N 5107.8735	E 5215.0622
246	N 5210.7838	E 5555.2462	256	N 5323.1176	E 5325.3278	267	N 5063.7418	E 5368.3587
247	N 5168.3145	E 5522.3005	257	N 5378.0984	E 5266.6908	268	N 5053.9158	E 5445.8305
			258	N 5430.3314	E 5302.5055	269	N 5487.9503	E 5477.0388

CURVE	RADIUS	ARC	CHORD	CHD. BEARING	DELTA
C92	25.00'	28.82'	35.04'	S 47°40'53" E	88°58'37"
C93	243.50'	127.62'	126.14'	N 15°27'17" W	30°01'25"
C97	80.00'	77.48'	74.48'	N 84°44'21" E	55°29'21"
C98	30.00'	79.66'	78.41'	S 37°17'09" W	57°03'21"
C99	25.00'	39.90'	33.60'	N 42°06'48" E	91°26'04"
C100	216.30'	171.83'	167.36'	N 26°20'31" W	45°28'29"
C101	216.50'	80.94'	80.47'	N 39°47'23" W	21°25'15"
C102	75.00'	42.77'	42.19'	N 86°50'15" W	32°40'30"
C103	75.00'	42.86'	42.28'	S 60°27'13" W	32°44'33"
C104	50.00'	87.59'	76.81'	S 85°44'01" E	100°22'06"
C105	50.00'	21.36'	21.20'	N 23°18'35" W	24°28'45"
C106	50.00'	86.95'	76.41'	N 38°45'08" E	99°38'42"
C107	50.00'	18.28'	18.18'	S 80°57'45" E	20°35'30"
C108	243.50'	158.45'	155.67'	N 51°51'30" W	37°17'00"
C109	831.32'	81.63'	81.59'	S 89°21'26" E	05°37'33"
C110	495.00'	227.85'	225.85'	S 73°21'27" E	26°22'25"
C111	25.00'	16.16'	15.83'	N 78°41'18" W	37°02'08"
C112	25.00'	17.82'	17.26'	S 40°22'23" E	40°23'18"
C113	435.00'	100.00'	99.78'	S 87°09'11" E	13°10'17"
C114	250.00'	80.42'	80.08'	S 82°57'16" E	18°25'53"
C115	335.00'	71.06'	70.92'	N 31°48'27" E	12°09'11"



NOTE:
FRONT IRONS SHALL BE SET ON
THE UNIT BOUNDARY LINE,
5.00 FEET BACK FROM THE PRIVATE
ROAD GENERAL COMMON ELEMENT LINE.

- NOTE:
UNITS 1 AND 2 MUST BE BUILT.
① DENOTES COORDINATE POINT NUMBER.
GENERAL COMMON ELEMENT.
• INDICATES POINT OF CURVATURE
UNITS 3 AND 4 NEED NOT BE BUILT.



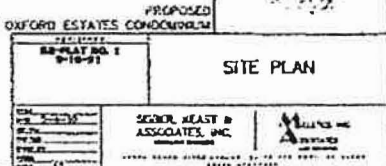
PROPOSED
OXFORD ESTATES CONDOMINIUM
DEVELOPMENT, L.P.
SHEET NO. 1 OF 1
DATE: 10/1/2000

SITE PLAN

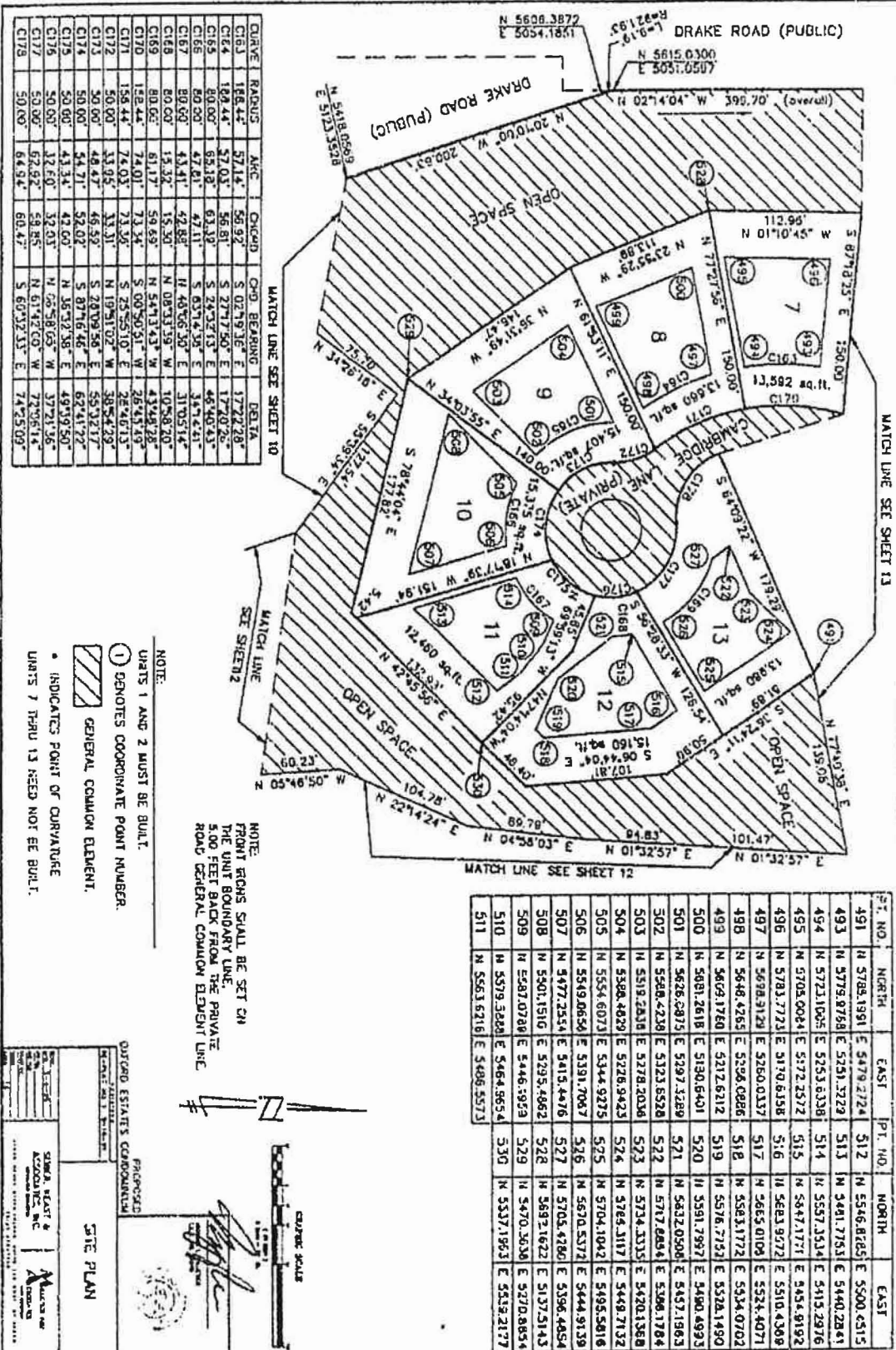
SEIGER, HEAST & ASSOCIATES, INC.
10000 N. 100th Ave., Suite 100
Edmonton, Alberta T6E 4E1
Canada
Tel: (780) 441-1111
Fax: (780) 441-1112
E-mail: shast@seigerheast.com
www.seigerheast.com

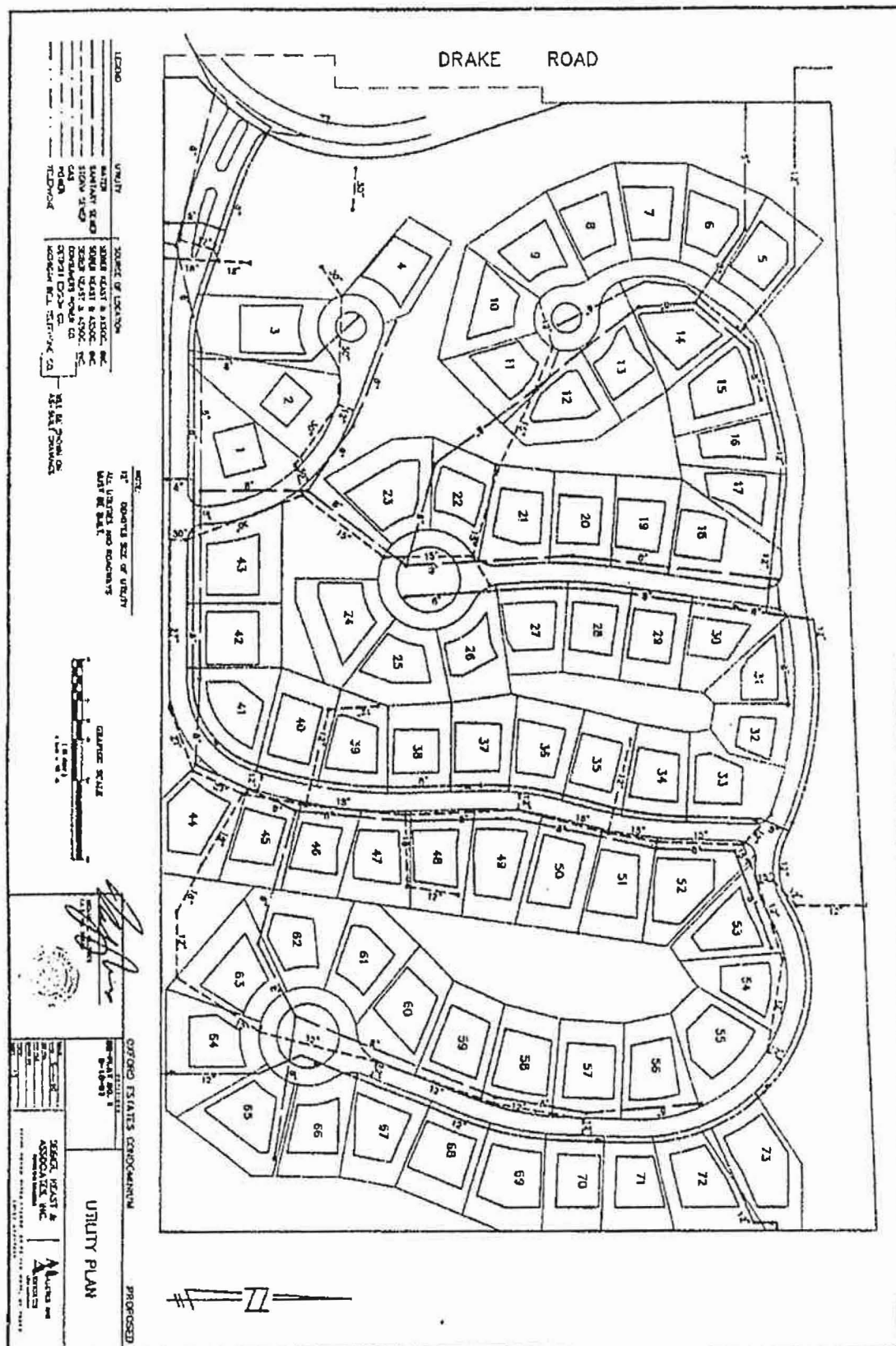


(PAGE 9 OF 11)



LIBR 18925PC333





**ARTICLES OF INCORPORATION OF
OXFORD ESTATES CONDOMINIUM**

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	<div style="text-align: center;">FILED</div> <div style="text-align: center;">MAY 30 1989</div> <div style="text-align: center;">Administrator MICHIGAN DEPT OF COMMERCE Corporation & Securities Bureau</div>
	Date Received FC MAY 30 1989
CORPORATION IDENTIFICATION NUMBER	761-165

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

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

ARTICLE I

The name of the corporation is:

OXFORD CLUB CONDOMINIUM ASSOCIATION ✓

ARTICLE II

The purpose or purposes for which the corporation is organized are:

See attached

ARTICLE III

The corporation is organized upon a _____ nonstock _____ basis.
(stock or nonstock)

1. If organized on a stock basis, the total number of shares which the corporation has authority to issue is _____ N/A _____. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III (con't)

2. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

None

and the description and value of its personal property assets are: (if none, insert "none")

None

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

Assessment of members

The corporation is organized on a membership basis.
(membership or directorship)

ARTICLE IV

1. The address of the registered office is:

27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48018

2. The mailing address of the registered office if different than above:

N/A _____, Michigan _____
(P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:

MICHAEL P. HOROWITZ

ARTICLE V

The name(s) and address(es) of all the incorporator(s) is (are) as follows:

Name _____

Residence or Business Address

MICHAEL P. HOROWITZ 27655 Middlebelt Road, Suite 130
Farmington Hills, MI 48018

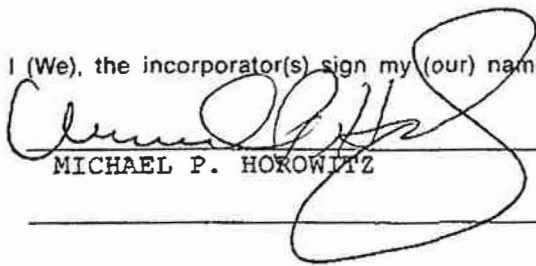
Farmington Hills, MI 48018

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE VI

See attached

I (We), the incorporator(s) sign my (our) name(s) this 26th day of May, 1989.



MICHAEL P. HOROWITZ

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Michael B. Perlman, Esq.
Mason, Steinhardt & Jacobs, P.C.
4000 Town Center, Suite 1500
Southfield, MI 48075

Name of person or organization
remitting fees:

Mason, Steinhardt & Jacobs

Preparer's name and business
telephone number:

Michael B. Perlman, Esq.

(313) 358-2090

INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 162, P.A. of 1982, as amended. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of the Act by one or more persons for the purpose of forming a domestic nonprofit corporation.
4. ARTICLE II — The purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
5. ARTICLE III — The corporation must be organized on a stock or nonstock basis. Complete Article III(1) or III(2) as appropriate, but not both. Real property assets are items such as land and buildings. Personal property assets are items such as cash, equipment, fixtures, etc.
6. ARTICLE IV — A post office box may not be designated as the street address of the registered office.
7. ARTICLE V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
8. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
9. This document must be signed in ink by each incorporator listed in Article V. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.
10. FEES: Filing fee & Franchise fee (Make remittance payable to State of Michigan) ... \$20.00
11. Mail form and fee to:
Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division,
P.O. Box 30054, Lansing, Michigan 48909, Telephone: (517) 334-6302

OXFORD CLUB CONDOMINIUM ASSOCIATION

ARTICLE II

(a) To manage and administer the affairs of and to maintain the Oxford Club Condominium, a condominium project (hereinafter called the "Condominium");

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

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

(d) To rebuild improvements after casualty;

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

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

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage or lease (as landlord or tenant) any real and personal property, including, but not limited to, any unit in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the Corporation, and in furtherance of any of the purposes of the Corporation;

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

(i) To enforce the provisions of the Master Deed and By-Laws of the Condominium and of these Articles of Incorporation and such By-Laws and Rules and Regulations of this Corporation as may hereafter be adopted;

(j) To do anything required or permitted to it as administrator of said Condominium by the Condominium Master Deed or By-Laws or by Act No. 59 of Public Acts of 1978, as amended; or

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

OXFORD CLUB CONDOMINIUM ASSOCIATION

ARTICLE VI

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

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

(b) Membership in the Corporation (except with respect to any non-Co-owner incorporator who shall cease to be a member upon the qualification for membership of any Co-owner) shall be established by acquisition of title (either a fee simple interest or a land contract vendee's interest) to a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon the establishment of the Condominium); the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated.

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

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

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	Date Received
FILED	OCT 10 1989
OCT 10 1989	
Administrator	
MICHIGAN DEPT. OF COMMERCE	
Corporation & Securities Bureau	

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

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

1. The present name of the corporation is:	OXFORD CLUB CONDOMINIUM ASSOCIATION
2. The corporation identification number (CID) assigned by the Bureau is:	7 6 1 — 1 6 5
3. The location of its registered office is:	
<u>27655 Middlebelt Road, Suite 130, Farmington Hills</u> , <u>Michigan</u> <u>48018</u> <small>(Street Address) (City) (ZIP Code)</small>	

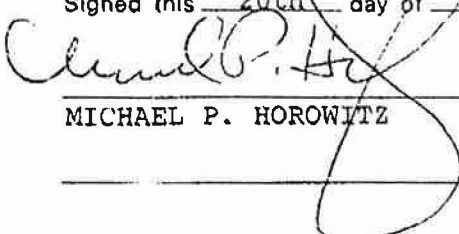
4. Article I of the Articles of Incorporation is hereby amended to read as follows:

"The name of the corporation is: OXFORD ESTATES CONDOMINIUM ASSOCIATION." ✓

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b)

a. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 20th day of September, 1989, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this 20th day of September, 1989



MICHAEL P. HOROWITZ

(Signatures of all incorporators; type or print name under each signature)

b. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____. The amendment: (check one of the following)

☐ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

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

☐ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

Signed this _____ day of _____, 19____

By _____
(Signature)

(Type or Print Name and Title)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization
remitting fees:

Mason, Steinhardt & Jacobs

Michael B. Perlman, Esq.
Mason, Steinhardt & Jacobs, P.C.
4000 Town Center, Suite 1500
Southfield, MI 48075

Preparer's name and business
telephone number:

Michael B. Perlman, Esq.

(313) 358-2090

INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 284, P.A. of 1972, as amended, and Act 162, P.A. of 1982. The amendment cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of section 631 of the Act for the purpose of amending the articles of incorporation of a domestic profit or nonprofit corporation. A nonprofit corporation is one incorporated to carry out any lawful purpose or purposes not involving pecuniary profit or gain for its directors, officers, shareholders, or members. A nonprofit corporation organized on a nonstock directorship basis, as authorized by Section 302 of the Act, may or may not have members, but if it has members, the members are not entitled to vote.
4. Item 2—Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. Item 4—The entire article being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.
6. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
7. If the amendment is adopted before the first meeting of the board of directors, item 5(a) must be completed and signed in ink by all of the incorporators. If the amendment is otherwise adopted, item 5(b) must be completed and signed in ink by the president, vice-president, chairperson, or vice-chairperson of the corporation.
8. FEES: Filing fee (Make remittance payable to State of Michigan) \$10.00
Franchise fee for profit corporations (payable only if authorized capital stock has increased) —
1/2 mill (.0005) on each dollar of increase over highest previous authorized capital stock.
9. Mail form and fee to:
Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
Lansing, MI 48909
Telephone: (517) 373-0493

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF
INCORPORATION OF OXFORD ESTATES CONDOMINIUM**

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

OXFORD ESTATES CONDOMINIUM ASSOCIATION

ID NUMBER: 761165

received by facsimile transmission on July 25, 2012 is hereby endorsed

Filed on July 27, 2012 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 27TH day of July, 2012.

Director

Bureau of Commercial Services

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMERCIAL SERVICES
CORPORATION DIVISION**

MICH-ELF COVER SHEET

**Fax Completed Form and Document to (517) 636-6437 -or-
email to cdfilings@michigan.gov**

Submitter's MICH-ELF Filer Number
090251

Attn: (Add examiner's name if this is a replacement)			
Submitter's Name Mark F. Makower		Submitter's Phone Number 248-254-7600	
If there are questions about this filing, please contact: above		Phone	
Name and/or ID Number appearing on document(s) Oxford Estates Condominium Association 761-165			
Title of document(s) Certificate of Amendment to the Articles of Incorporation			
Total pages including cover sheet (if greater than 11, mail your document)	9	Number of pages in document(s) 8	Expected fee \$
		Approved up to \$	
Special Instructions			
<p>First time MICH-ELF users requesting expedited service must obtain a MICH-ELF filer number prior to submitting a document for expedited service. Use form BCS/CD-901 to request a filer number.</p> <p>Changes to information on MICH-ELF user's account must be submitted before requesting expedited service.</p> <p>When a document is filed by the Bureau it is endorsed with the word "Filed" and the date of filing. For documents submitted via MICH-ELF the endorsement is on an endorsement page. After filing, the document and the endorsement page are returned to the customer and should be retained as the "original" document. To request an additional copy or certificate, complete the following:</p> <p>Copies Requested (check box). Your credit card will be billed the appropriate fee. If an expedited service request is included (form BCS/CD 272) a 25% surcharge is added to the copy/certification fees for any copies and/or certificates requested.</p> <p><input checked="" type="checkbox"/> Certified Copies - minimum fee is \$16.00; seven pages or more \$1.00 additional per page.</p> <p><input type="checkbox"/> Certificate of Good Standing - \$10.00</p> <p><input type="checkbox"/> Certificate of Limited Partnership not canceled - \$10.00</p>			

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

Date Received

(FOR BUREAU USE ONLY)

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

Name

Mark F. Makower

Address

30140 Orchard Lake Road

City

State

Zip Code

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

EFFECTIVE DATE:

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

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

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

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

1. The present name of the corporation is: **Oxford Estates Condominium Association**

2. The identification number assigned by the Bureau is:

761-165

3. _____

New Articles VII, VIII, IX and X are added as follows:

SEE ATTACHED ADDENDUM.

COMPLETE ONLY ONE OF THE FOLLOWING:

4. Profit or Nonprofit Corporation: For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.

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

Signed this _____ day of _____, _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. Profit Corporations Only: Shareholder or Board Approval

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

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

Profit Corporations and Professional Service Corporations

Signed this _____ day of _____, _____

By _____
(Signature of an authorized officer or agent)

(Type or Print Name)

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

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

_____, 2011 _____ by the _____ (check one of the following)

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

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

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

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

Nonprofit Corporations

Signed this 23rd day of July, 2012

By David McKercher
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

DAVID MCKERCHER President
(Type or Print Name) (Type or Print Title)

Name of person or organization remitting fees:

Preparer's name and business telephone number:

Makower Abbate and Associates, PLLC

Mark F. Makower

(248) 254-7600

INFORMATION AND INSTRUCTIONS

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

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

NONREFUNDABLE FEE: \$10.00

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

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

To submit by mail:

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

To submit in person:

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

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

MICH-ELF (Michigan Electronic Filing System):

First time users: Call (517) 241-6470, or visit our website at <http://www.michigan.gov/corporations>

Customer with MICH-ELF Filer Account: Send document to (517) 636-6437

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

New expedited services beginning January 1, 2006.

Expedited review and filing, if fileable, is available for all documents for profit corporations, limited liability companies, limited partnerships and nonprofit corporations.

The expedited service fees are in addition to the regular fees applicable to the specific document:

Please complete a separate BCS/CD 272 form for expedited service for each document via in person, mail and MICH-ELF.

24-hour service - \$50 for formation documents and applications for certificate of authority.

24-hour service - \$100 for any document concerning an existing entity.

Same day service

- **Same day - \$100 for formation documents and applications for certificate of authority.**

Same day - \$200 for any document concerning an existing entity

Review completed on day of receipt. Document and request for same day expedited service must be received by 1 p.m. EST or EDT.

- **Two hour - \$500**

Review completed within two hours on day of receipt. Document and request for two hour expedited service must be received by 3 p.m. EST or EDT.

- **One hour - \$1000**

Review completed within one hour on day of receipt. Document and request for one hour expedited service must be received by 4 p.m. EST or EDT.

First time MICH-ELF user requesting expedited service must obtain a MICH-ELF filer number prior to submitting a document for expedited service. BCS/CD-901

Changes to information on MICH-ELF user's account must be submitted before requesting expedited service, form BCS/CD-901.

Article VII

Action Without Meeting

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

Article VIII

Claims against Volunteers; Assumption of Volunteer Liability by the Corporation

Section 1. Claims against Volunteers. Under all circumstances except those listed in Sections 2.(a)-(e), below, no person or entity shall bring or maintain a claim for monetary damages against a volunteer director, volunteer officer, or other volunteer of the Association for a volunteer director, volunteer officer, or other volunteer's acts or omissions. Any such claim shall be brought and maintained against the Association.

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

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (b) The volunteer was acting in good faith.
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (d) The volunteer's conduct was not an intentional tort.

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

Article IX

Indemnification

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

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

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

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

independent legal counsel (compensated by the Association), in a written opinion, or (c) if such a quorum is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action (such committee shall consist of not less than two (2) disinterested Directors), or (d) by the shareholders or members.

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

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

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

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

Article X

Amendment

These Articles may be amended by the affirmative vote of 51% of the members of the Association entitled to vote.

RULES AND REGULATIONS