

EXHIBIT "A"

CONDOMINIUM BY-LAWS

OAKWATER

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Oakwater, a condominium, located in the Township of Madison, County of Lenawee, and State of Michigan, shall be administered by an association of co-owners which shall be a non-profit 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 in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, the Association By-Laws, the duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any condominium unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

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

b. 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 his condominium unit in the Condominium.

c. Except as limited by these By-Laws, each co-owner who is current in the payment of his assessments shall be entitled to one (1) vote for each condominium unit owned when voting by number and one (1) vote, the value of which shall equal the total of the percentage allocated to the condominium unit owned by such co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both by value and by number.

d. No co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a condominium unit in the Condominium to



the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the co-owner for voting purposes. No co-owner, other than the Developer, shall be entitled to vote prior to the first annual meeting of members held in accordance with Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph e below or by a proxy given by such individual representative. The Developer may only vote for those units for which it has a certificate of occupancy.

e. Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the condominium unit or condominium units owned by the co-owner, and the name and address of each person, firm, corporation, partnership, association, trust, or other entity who is the co-owner. Such notice shall be signed and dated by the co-owner. The individual representative designated may be changed by the co-owner at any time by filing a new notice in the manner herein provided.

f. Each co-owner shall notify the Association in writing of the name and address of the mortgagee for his unit, as well as when there is no longer a mortgage on the unit.

g. There shall be annual meetings of the members of the Association, commencing with the first annual meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the By-Laws of the Association. Notice of time, place and subject matter of all meetings, as provided in the corporate By-Laws of the Association, shall be given to each co-owner by mail or delivery to each individual representative designated by the respective co-owners.

h. The presence in person or by proxy of twenty-five percent (25%) in number and in value 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 set forth herein to require a greater quorum. The written vote of any person, furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

i. Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

j. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may be required to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

k. Other provisions as to voting by members not inconsistent with the provisions herein contained may be set forth in the Association By-Laws.

Section 3. The Association shall keep current copies of the recorded Master Deed, all amendments to the Master Deed and other Condominium documents for the Condominium, and detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such Condominium documents shall be available during reasonable working hours for inspection by co-owners, prospective purchasers and their mortgagees of condominium units in the Condominium. Such accounts shall be open for inspection by the co-owners during reasonable working hours, and the books and records shall be audited at least once each year by qualified independent auditors, if required in writing by any co-owner; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The cost of such professional accounting assistance shall be an expense of administration. Income, expenses and position statements shall be prepared at least once annually and distributed to each co-owner, the contents of which shall be defined by the Association. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled, upon request, to inspect the books and records of the Condominium during normal business hours and to receive the annual audited financial statement of the Condominium referred to above within ninety (90) days following the end of any fiscal year thereof. If an audited statement is not available, any holder of a first mortgage on a unit in the Condominium shall be allowed to have an audited statement prepared at its own expense.



Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association, except for the first Board of Directors which is designated by the Developer prior to the first annual meeting of members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other provisions of or relating to directors not inconsistent with the following shall be provided by the Association By-Laws.

a. 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 that are not prohibited by the Condominium documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association By-Laws, the Board of Directors shall be responsible specifically for the following:

(1) To manage and administer the affairs and maintenance of the Condominium and the common elements thereof.

(2) To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, to enforce assessments through liens and foreclosure proceedings when appropriate and to impose late charges for nonpayment of said assessments.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements to the common elements after casualty.

(5) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium.

(6) To acquire, maintain and improve and to buy, sell, convey, assign, mortgage, or lease any real or personal property (including any unit in the Condominium, easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.



(7) 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 the affirmative vote of sixty percent (60%) of all of the members of the Association in number and in value.

(8) To contract for cable television or other equivalent telecommunication services to the Condominium that shall be available for all co-owners and the expenses for which may be assessed equally to all co-owners as part of their individual monthly assessments.

(9) To make reasonable rules and regulations governing the use and enjoyment of units and of the Condominium by co-owners and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings.

(10) To enforce the provisions of the Condominium documents.

(11) To make rules and regulations and/or to enter into agreements with institutional lenders, the purposes of which are to enable obtaining mortgage loans by unit co-owners which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, and any other agency of the Federal government or the State of Michigan, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(12) To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.

(13) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium, and to delegate to such committees any functions or responsibilities which are not by law or the Condominium documents required to be performed by the Board.



(14) To assert, defend or settle claims on behalf of all co-owners in connection with the common elements of the Condominium. The Board shall provide at least a ten (10) day written notice to all co-owners on actions proposed by the Board with regard thereto.

(15) To do anything required of or permitted to it as administrator of the Condominium by the Condominium By-Laws or by the Michigan Condominium Act, as amended.

b. The Board of Directors shall employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto), 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 4a of this Article I, 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. Any agreement or contract for professional management of the Condominium shall provide that such management contract may be terminated by either party without cause or payment of a termination fee on thirty (30) days' written notice and that the term thereof shall not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

c. All of the actions (including, without limitation, the adoption of these By-Laws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named by the Developer before the first annual meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members, so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium documents.

Section 5. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of the officers of the Association, and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium documents and not inconsistent therewith. Officers may be compensated, but only upon the affirmative vote of sixty percent (60%) of all co-owners in number and in value.



Section 6. The first annual meeting of the members of the Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) in value and in number of all units in Oakwater have been sold and the purchasers thereof qualified as members of the Association, with said Condominium to be constructed with a maximum of one hundred (100) condominium units, but in no event later than fifty-four (54) months after the first conveyance of title to a unit in the Condominium to a nondeveloper co-owner. The Developer may call meetings of members of the Association for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. The date, time and place of the first annual meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each co-owner. Thereafter, the annual meetings shall be held as specified in the By-Laws of the Association. Upon the sale of seventy-five percent (75%) in value and in number of all units in the development, the transitional control date shall occur, which is the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

a. The Developer shall provide for the election of a nondeveloper Advisory Committee composed of three (3) co-owners no later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owners of one-third (1/3) of the units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the Condominium, whichever occurs first. The Advisory Committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association. The Advisory Committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the nondeveloper co-owners. Following the formation of the Advisory Committee, the first Board of Directors shall meet with it a minimum of four (4) times each year. The members of the Advisory Committee shall serve for a period of one (1) year or until their successors are elected.

b. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owners of twenty-five percent (25%) of the units that may be created, at least one (1) director and not less than twenty-five percent (25%) of the Board of Directors of the Association shall be elected by nondeveloper co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owners of fifty percent (50%) of the units that may be created, not less than thirty-three and one-third percent (33-1/3%) of the



Board of Directors shall be elected by nondeveloper co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owners of seventy-five percent (75%) of the units that may be created, and before conveyance of ninety percent (90%) of such units, the nondeveloper co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the units in the Condominium or as long as ten percent (10%) of the units remain that may be created.

c. Notwithstanding the formula provided in subsection b, fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the Condominium, if title to not less than seventy-five percent (75%) of the units that may be created has not been conveyed, the nondeveloper co-owners have the right to elect as provided in the Condominium documents a number of members of the Board of Directors of the Association equal to the percentage of units they hold, and the Developer has the right to elect as provided in the Condominium documents a number of members of the Board of Directors of the Association equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection b. Application of this subsection does not require a change in the size of the Board as determined in the Condominium documents.

d. If the calculation of the percentage of members of the Board that the nondeveloper co-owners have the right to elect under subsection b, or if the product of the number of members of the Board multiplied by the percentage of units held by the nondeveloper co-owners under subsection c results in a right of nondeveloper co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the nondeveloper co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this subsection shall not eliminate the right of the Developer to designate one (1) member as provided in subsection b.

Section 7. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having



been a director or officer of the Association, whether or not he 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 misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his duties; provided, however, 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 only apply if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests 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. Ten (10) days' written notice of any proposed action by the Association to indemnify an officer or director shall be given to all co-owners. Where no judicial determination as to indemnification of the officer or director has been made, an opinion of independent legal counsel as to the propriety of indemnification shall be obtained if a majority of the co-owners vote to procure such opinion.

ARTICLE II

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Public Act 59 of 1978, as amended, and all sums received as proceeds of or pursuant to any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or in connection with the common elements or the administration of the Condominium shall be receipts of administration.

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

a. 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 which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for



maintenance, major repair and replacement of those common elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Condominium, the Board of Directors should carefully analyze the Condominium to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without co-owner approval. Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each co-owner and the assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. The requirement of establishing and furnishing a budget shall also apply to the first Board of Directors serving prior to the first meeting of members held in accordance with Article I, Section 6, hereof even though it will be difficult to determine a budget in advance. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, maintenance and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not to exceed Fifteen Thousand Dollars (\$15,000.00) annually for the entire Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed), or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5, hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

b. Special assessments, in addition to those required in (a) above, may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not



limited to, (1) assessments for additions to the common elements of a cost exceeding Fifteen Thousand Dollars (\$15,000.00) annually for the entire Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed), (2) assessments to purchase a condominium unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph b (but not including those assessments referred to in subparagraph 3a above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of at least sixty percent (60%) of all co-owners in value and in number. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed, except as set forth below in subparagraphs a and b.

a. Common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a limited common element shall be specially assessed against the condominium unit to which that limited common element was assigned at the time the expenses were incurred. If the limited common element involved was assigned to more than one condominium unit, the expenses shall be specially assessed against each of the condominium units equally so that the total of the special assessments equals the total of the expenses.

b. Any other unusual common expenses benefiting less than all of the units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium, or their tenants or invitees, shall be specifically assessed against the unit or units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association.

c. Annual assessments as determined in accordance with Article II, Section 3a above shall be payable by co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a condominium unit or with acquisition of fee simple title to a condominium unit by any other means.

d. 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 and, if a delinquency occurs, the Board of Directors may accelerate the due date of the balance of the unpaid annual assessment.

e. Assessments in default shall bear interest at the rate of not less than seven percent (7%) per annum, plus such additional interest rate surcharge as the Board of Directors shall approve, until paid in full. Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent accounts shall not exceed the limit set by usury laws of the State of Michigan. The Board of Directors shall also adopt uniform late payment charges. Additionally, the Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XI of these By-Laws. All of these remedies shall be cumulative and not alternative. Payments on account of installments of assessments in default shall be applied as follows: First, to the cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees); second, to late charges, interest and fines for late payment on such installments; and third, to installments in default in order of their due dates.

f. Each co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his condominium unit which may be levied while such co-owner is the owner thereof. A purchaser of a unit shall acquire the unit subject to any unpaid assessments against it and shall become personally liable therefor. A co-owner selling a unit shall not be entitled to any refund whatsoever from the Association with respect to any account, reserve or other asset of the Association.

Section 5. 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 condominium unit.

Section 6. In addition to any other remedies available to it, the Association may enforce collection of delinquent assessments, together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorney's fees (not limited to statutory fees), and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement.



a. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The redemption period for a foreclosure is six (6) months from the date of sale unless the condominium unit is abandoned, in which event the redemption period is one (1) month from the date of sale.

b. Further, each co-owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law.

c. Each co-owner of a unit in the Condominium acknowledges that at the time of acquiring title to such unit he was notified of the provisions of this section 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. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for 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 ordinary mail addressed to the delinquent co-owner at his or their last known address and/or to the representative designated in the written notice required by Article I, Section 2e hereof to be filed with the Association, 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.

e. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding, (4) the legal description of the subject unit, and (5) the name(s) of the co-owner(s) of record.

f. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Condominium 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.

g. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as it elects hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative that he may request a judicial hearing by bringing suit against the Association.

h. The expenses incurred in collecting unpaid assessments, including late charges, interest, costs, actual attorney's fees (not limited to statutory fees), and advances for taxes or other liens 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.

i. In the event of default by any co-owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a co-owner in default upon ten (10) days' written notice to such co-owner of its intention to do so. A co-owner in default shall not be entitled to utilize any of the general common elements of the Condominium, except as shall be necessary for purposes of ingress to and egress from his unit, and shall not be entitled to vote at any meeting of the Association, and his percentage of value shall not be taken into consideration when determining the quorum requirements for such meetings, so long as such default continues.

j. 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, to lease the unit and collect and apply the rental there from to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

Upon the sale or conveyance of a condominium unit, all unpaid assessments, interest, late charges, fines, costs, and actual attorney's fees (not limited to statutory fees) against the condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

a. Amounts due the State, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium unit.

b. Payments due under a first mortgage having priority thereto.

c. A purchaser or grantee is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late charges, fines, costs, and actual attorney's fees (not limited to statutory fees) against the seller or grantor, and the purchaser or grantee is not liable for nor is the condominium unit conveyed or granted subject to a lien for any unpaid assessments, interest, late charges, fines, costs, and actual attorney's fees (not limited to statutory fees) against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the Association as provided in the Act, at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit together with interest, costs, fines, late charges and actual attorney's fees (not limited to statutory fees) incurred in the collection thereof. The Association may require the advance payment of a reasonable processing fee for the issuance of such written statement.

Sums assessed to a co-owner by the Association which are unpaid constitute a lien upon the unit or units in the Condominium 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 paid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded according to the Act, have priority over a first mortgage recorded subsequent to the recording of the notice 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 an action or by advertisement by the Association in the name of the Condominium on behalf of the other co-owners.

Section 7. During the development and sale period (which shall be defined as the period up to the time of the first annual meeting of members held in accordance with the provisions of Article I, Section 6, hereof), the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall, during the period up to the time of the first annual meeting, pay a proportionate



share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed condominium units owned by the Developer at the time the expense is incurred to the total number of completed condominium units in the Condominium. In no event shall the Developer be responsible for payment, until after said first annual meeting, of any assessments for deferred maintenance, reserves for replacement, for capital improvements, or other special assessments except with respect to occupied units owned by it. After the first annual meeting, the Developer shall be responsible for payment of the full monthly Association maintenance assessment for all completed units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. The Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to unbuilt units notwithstanding the fact that such unbuilt units may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related costs. "Occupied unit" shall mean a unit used as a residence. "Completed unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

Section 8. Special assessments and property taxes shall be assessed against the individual condominium units identified as units on the Condominium Subdivision Plan and not on the total property of the Condominium or any other part thereof, except for the year in which the Condominium was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the Condominium shall be expenses of administration of the Condominium and paid by the co-owners as provided in Section 69 of the Act. The taxes and special assessments shall not be divided or apportioned on the tax roll, any provision of any law to the contrary notwithstanding. Special assessments and property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual condominium unit, notwithstanding any subsequent vacation of the Condominium. Condominium units shall be described for such purposes by reference to the condominium unit number on the Condominium Subdivision Plan and the caption thereof together with the liber and page of the county records in which the Master Deed is recorded. Assessments for subsequent real property improvements to a specific condominium unit shall be assessed to that condominium unit description only. For property tax and special assessment purposes, each condominium unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units, and no assessment of any fractions thereof shall be made, nor shall any



division or split of the assessment or taxes of any single condominium unit be made notwithstanding separate or common ownership thereof.

Section 9. A construction lien concerning a condominium arising under Act No. 497 of the Public Acts of 1980, being Section 570.1101 to 570.1305 of the Michigan Compiled Laws, is subject to the following limitations:

a. Except as otherwise provided in this section, a construction lien for an improvement furnished to a condominium unit or to a limited common element shall attach only to the condominium unit to which the improvement was furnished.

b. A construction lien for an improvement authorized by the Developer of a condominium project and performed upon the common elements shall attach only to the condominium units owned by the Developer at the time of recording of the claim of lien.

c. A construction lien for an improvement authorized by the Association shall attach to each condominium unit only to the proportional extent that the co-owner of the condominium unit is required to contribute to the expenses of administration, as provided by the Condominium documents.

d. A construction lien shall not arise or attach to a condominium unit for work performed on the common elements if the work was not contracted for by the Developer or the Association.

Section 10. Any co-owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Condominium documents, shall be chargeable for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

ARTICLE III

ARBITRATION

Section 1. 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 the co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, shall be submitted to arbitration, and the parties thereto shall accept the arbitrator's decision as final and

binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. In the absence of an agreement between the parties to use other rules, 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. 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. Such election and written consent by co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 4. The Developer, the Association and the co-owners (by taking co-ownership of a unit) acknowledge and agree that to the extent permitted by applicable law (Section 144 of the Act), any claim by an co-owner which might be the subject of a civil action against the Developer, which involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or more, and arises out of or relates to the Condominium or a unit, or which involves any claim by the Association against the Developer in excess of Ten Thousand Dollars (\$10,000.00), and arises out of or relates to the common elements of the Condominium, shall be settled by binding arbitration conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter. The parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real property is involved. Judgment upon the award by arbitration may be entered in a circuit court of appropriate jurisdiction.

Section 5. The commencement of any arbitration proceedings against the Developer shall require the approval of two-thirds (2/3) in number of all co-owners. This will ensure that the co-owners are fully informed regarding the prospects and any likely expenses of any arbitration proposed by the Association.

ARTICLE IV

INSURANCE

Section 1. The Association shall carry property coverage for all risks of direct physical loss and liability insurance, fidelity coverage and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements and



condominium units of the Condominium, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

a. All such insurance shall be purchased by the Association for the benefit of the Association and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain additional insurance coverage at his own expense upon his condominium unit. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his condominium unit or elsewhere in the Condominium, for improvements and betterments to his condominium unit or upon limited common elements, including windows, screens and doors appurtenant to his condominium unit, and also for alternative living expenses in event of fire or other catastrophe. The Association shall have absolutely no responsibility for obtaining such coverages; provided, however, that, if the Association elects to include improvements made to the limited common elements against loss in event of fire or other catastrophe under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any co-owner or the Association, and such insurance shall contain a severability of interest endorsement.

b. All common elements and condominium units of the Condominium shall be insured against all risks of direct physical loss in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association. Such coverage shall also extend to the unpainted surface of interior walls within any condominium unit and include the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment and trim within a condominium unit which were furnished with the unit as standard items in accordance with the plans and specifications thereof (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his condominium unit shall be covered by insurance obtained by and at the expense of said co-owner; provided, however, that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto



shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

c. All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration and collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

d. Proceeds of all insurance policies owned by the Association shall be received by the Association held in a separate account and distributed to the Association, and the co-owners and their mortgagees, as their interests may appear; provided, however, that, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium unless two-thirds (2/3) of all of the institutional holders of first mortgages on units in the Condominium have given their prior written consent.

e. On any claim on any of the above-mentioned policies of insurance obtained and maintained by the Association which is subject to a deductible amount, said deductible amount shall be paid by the co-owner of the unit which is damaged or which unit has appurtenant to it the limited common element which is damaged. In the event that more than one (1) unit is damaged, then said deductible amount shall be apportioned between and paid by the co-owners of units which are damaged or which units have appurtenant to them the limited common element which is damaged, based upon a fraction the numerator of which is the dollar amount of the damage done to a particular unit and the denominator of which is the total dollar amount of damage done to all units from one specific incident. If the damage is to a limited common element appurtenant to more than one (1) unit, then the deductible amount shall be paid proportionately by the appurtenant units based upon a fraction the numerator of which is the percentage of value assigned to a particular unit and the denominator of which is the sum of the percentages of value assigned to those units appurtenant to the limited common element which is damaged. In the case of damage to a general common element, the deductible shall be paid by the Association.

Section 2. Each co-owner, by ownership of a condominium unit in the Condominium, 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 property insurance, liability insurance, fidelity coverage, worker's compensation insurance, if applicable, personal property insurance, and coverage for alternate living expenses in event of fire or other catastrophe pertinent to the Condominium, his condominium unit and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds, and to distribute the same to the Association, the co-owners and their 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. Each individual co-owner shall indemnify and hold harmless every other co-owner, the Developer and the Association for all damages and costs, including actual attorney's fees (not limited to statutory fees), which the other co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual co-owner's unit. Each co-owner shall carry insurance to secure the indemnity obligations under this Section 3, if required by the Association, or if required by the Developer during the construction and sales period. This Section 3 is not intended to give any insurer any subrogation right or any other right or claim against any individual co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

a. If the damaged property is a common element or condominium unit, the property shall be rebuilt or repaired if any condominium unit in the Condominium is tenantable, 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 its prior written approval of such termination.

b. If the Condominium is so damaged that no condominium unit is tenantable, and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the



damaged property shall not be rebuilt and the Condominium shall be terminated, unless two-thirds (2/3) or more of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a condominium unit which is the responsibility of a co-owner to maintain and repair, it shall be the responsibility of the co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. In the event that a co-owner does not commence making repairs as required of such co-owner herein within thirty (30) days of the occurrence of the damage and diligently pursue such repairs to completion, the Board of Directors may make such repairs and the cost thereof shall constitute an additional assessment against such co-owner, due and enforceable as provided in these By-Laws for other assessments.

Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his condominium unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior nonload-bearing walls (but not any common elements therein), walls contained wholly within the unit, and pipes, wires, conduits, and ducts therein (after connection with fixtures), interior trim, furniture, light fixtures, and all appliances and equipment, whether freestanding or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts, or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 8; provided, however, that any deductible amount be paid by the co-owner to whom the damage occurred. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be responsible for the deductible amount, if any, and shall be entitled to receive the proceeds of insurance relative thereto and, if there is a mortgage endorsement, the proceeds shall be payable to the co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any condominium unit in the Condominium. The Association shall have a lien for any funds advanced on behalf of any co-owner.



Section 5. Every co-owner shall perform promptly all maintenance and repair work within his own unit, which, if omitted, would affect the common elements or another unit or units, each co-owner being expressly responsible for the damages consequently resulting from such omission. Repairs of installations within a unit such as telephone, heating and cooling systems, water, sewer and plumbing systems, windows, doors, electrical fixtures, and all other accessories including water faucets, tanks and fixtures, but excluding water meters, shall be an expense of the co-owner of such unit. Each co-owner shall reimburse the Association for any expense incurred in repairing or replacing any common elements damaged through the fault of the co-owner.

Section 6. A co-owner who desires to make a repair or structural modification of his or her condominium unit shall first obtain written consent from the Association. The Association shall not give its consent if such repair or modification might jeopardize or impair the structural soundness, safety, utility, or harmonious appearance of the Condominium.

Section 7. Any person designated by the Association shall have access to each condominium unit as necessary during reasonable hours and upon notice to the occupant thereof for maintenance, repair or replacement of any of the common elements therein or accessible therefrom, and shall have access to each condominium unit without notice for making emergency repairs necessary to prevent damage to other condominium units or the common elements, or both.

Section 8. The Association shall be responsible for the replacement, reconstruction, repair, and maintenance of the common elements. An adequate reserve fund for replacement, reconstruction and repair of the common elements must be established and must be funded by regular monthly payments rather than by special assessments. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, 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 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 repair. Any excess proceeds of insurance shall belong to the Association.



Section 9. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

a. In the event of any taking of an entire condominium unit by eminent domain, the co-owner of such condominium unit and his mortgagee, as their interest may appear, shall be entitled to receive the award for such taking and, after acceptance thereof, he and his mortgagee shall be divested of all interest in the Condominium with regard to such unit. In the event that any condemnation award shall become payable to any co-owner whose condominium unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such co-owner. If only a part of any condominium unit is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such condominium unit to the co-owner thereof and his mortgagee, as their interests may appear.

b. If there is any taking of any portion of the Condominium other than any condominium unit, the condemnation proceeds relative to such taking shall be paid to the Association, and the affirmative vote of at least two-thirds (2/3) of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners and their mortgagees, as their respective interests may appear, in accordance with their respective percentages of value set forth in Article V of the Master Deed.

c. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly and, if any condominium unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner.

d. In the event any condominium 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 proceedings, or is otherwise sought to be acquired by a condemning authority, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the



units in the Condominium, provided that the name and address of each has been provided to the Association.

e. 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 for each condominium unit in the common elements appertaining to the condominium units shall be reduced in proportion to the diminution in the fair market value of the condominium unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the co-owners of a condominium unit shall be reallocated among the other condominium units in the Condominium in proportion to their respective undivided interest in the common elements. A condominium unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit partially taken for that portion of the undivided interest in the common elements divested from the co-owner and not revested in the co-owner pursuant to subsection f, as well as for that portion of the condominium unit taken by eminent domain.

f. 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.

g. Votes in the Association 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 the 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.

Section 10. The Association, acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of common elements, and any negotiated settlement approved by at least two-thirds (2/3) of the co-owners based upon assigned voting rights shall be binding on all co-owners.

ARTICLE VI

RESTRICTIONS

Section 1.

a. No condominium unit shall be used for other than single-family residential purposes as defined in the Madison Township Zoning Ordinance. The operation of a family or group day care home within the Condominium is prohibited.

b. No more than four (4) persons may continuously occupy any unit described as a two (2) bedroom unit, and no more than six (6) persons may continuously occupy any unit described and/or utilized as a three (3) bedroom unit in the Master Deed. Continuous occupancy shall mean occupancy for more than thirty (30) nights in any calendar year.

Section 2.

a. A co-owner, including the Developer, desiring to rent or lease a condominium unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a condominium unit to potential lessees or occupants, and at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the Condominium documents. If no lease form is to be used, then the co-owner or the Developer shall also provide the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a co-owner or the Developer, the due dates of that rental and compensation, and the term of the proposed arrangement.

b. No rooms in a condominium unit may be rented and no tenant shall be permitted to occupy except under a lease, the initial term of which is at least six (6) months unless specifically approved in writing by the Association.

c. All leases and rental agreements shall be in writing and shall incorporate the Condominium documents by reference. Tenants or non co-owner occupants shall comply with all of the conditions of the Condominium documents.



d. If the Association determines that the tenant or non co-owner occupant failed to comply with the conditions of the Condominium documents, the Association shall take the following action:

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

(2) The co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(3) If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf, or derivatively by the co-owners on behalf of the Association if it is under the control of the Developer, an action for both eviction against the tenant or non co-owner occupant and simultaneously for money damages in the same action against the 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 to the general common elements caused by the co-owner or tenant in connection with the condominium unit or the Condominium.

e. When a co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to the 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 deduction shall not be a breach of the rental agreement or lease by the tenant. Any tenant failing to make such payments after receiving written notice from the Association shall become personally liable for their payment to the Association and the Association may do the following:

(1) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceedings.

(2) Initiate proceedings pursuant to subsection d(3) hereinabove.



Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his condominium unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express advance written approval of the Board of Directors, including (but not by way of limitation) exterior painting or the erection of antennas (except, within a unit, or, within a limited common element adjacent to a unit, when done in compliance with Federal Communication Commission Rules), lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound-conditioning provisions. The Board of Directors may approve replacement of doors and windows and only such other modifications as do not impair the soundness, safety, utility, or harmonious appearance of the Condominium. This provision shall not in any way limit the rights of the Developer to develop and construct the Condominium and make alterations as part of such development.

Section 4. No noxious, improper, unlawful, or offensive activity shall be carried on in any condominium unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his condominium unit or on the common elements anything that will increase the rate of insurance on the Condominium, 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, whether approved or not by the Association.

Section 5. No pets shall be maintained by any co-owner or tenant unless specifically approved in writing in advance by the Association. The word "pets" as used herein means ordinary household pets as that term is commonly understood. Any such Association approval shall be limited to no more than one dog or two domestic cats, or one dog and one domestic cat, small caged animals such as hamsters and gerbils, caged birds such as canaries and parakeets, and aquarium fish. Farm animals, large amphibians, snakes, birds of prey, and other "exotic" pets are prohibited.

a. No pet may be kept or bred for any commercial purpose, and all pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. 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.



b. No dog houses or unattended tethering of dogs shall be permitted on the general common elements. No pet may be permitted to run loose at any time upon the common elements, and any pet shall at all times be on a leash and attended by some responsible person while on the common elements, limited or general. No animal shall be left unattended outside of the dwelling between 11 o'clock p.m. and 7 o'clock a.m. No savage or dangerous pet shall be kept, and any co-owner who causes any pet to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such pet on the premises, whether or not the Association has given its permission therefor.

c. Deposits of fecal matter shall be made only in those areas specifically designated for such purpose by the Association or the Association may require that each co-owner shall be responsible for the collection and disposal of all fecal matter deposited by any pet maintained by such co-owner.

d. The Association may charge all co-owners maintaining pets a reasonable additional assessment to be collected in the manner provided in Article II of these By-laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating pets within the Condominium. Initially this charge shall be Ten Dollars (\$10.00) per unit each month for a dog.

e. The Association may, without liability to the co-owner thereof, remove or cause to be removed any pet from the Condominium which it determines to be in violation of the restrictions imposed by this section.

f. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to pets as it may deem proper. In the event of any violation of this section, the Board of Directors may assess fines for such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations of the Association.

g. Dogs in the following breeds shall not be permitted to occupy a unit in the Condominium: Akita, Alaskan Malamute, Anatolian Shepherd, Bernese Mountain Dog, Boxer, Bullmastiff, Chow Chow, Doberman Pinscher, German Shepherd Dog, Giant Schnauzer, Great Dane, Great Pyrenees, Greater Swiss Mountain Dog, Komondor, Kuvasz, Mastiff, Newfoundland, Pit Bull-type, Portuguese Water Dog, Presa Canario, Rottweiler, Saint Bernard, Samoyed, Siberian



Husky, Staffordshire Bull Terrier, Standard Schnauzer, and Wolf-dog Hybrid.

Section 6. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property, firewood, or trash or refuse of any kind, which shall be stored in enclosed garages or as otherwise provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by any co-owner, either in his condominium unit or upon the common elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the common elements.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, recreational vehicles, or vehicles other than motor vehicles used for personal transportation and automobiles may be parked or stored upon the premises of the Condominium unless stored fully enclosed within a garage. No inoperative vehicles of any type may be brought or stored upon the Condominium premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. All automobiles shall be parked overnight in garages except where a co-owner maintains more than two (2) cars, in which event two (2) cars only may be parked on the limited common element driveway in front of each garage. Maintenance of more than four (4) cars in the Condominium by the occupants of any one (1) condominium unit shall be prohibited, except with the revocable written approval of the Association in the event space is reasonably available therefor. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium premises.

Section 9. No co-owner shall use or permit the use by any occupant, agent, employee, invitee, guest, or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.



Section 10. The detention pond in the development shall be for ornamental purposes only and shall not be utilized for swimming, bathing, wading, boating, fishing, sailing, ice skating, or other purposes.

Section 11. No signs or other advertising devices shall be displayed which are visible from the exterior of a condominium unit or on the common elements, excluding "for sale" signs which shall not exceed six (6) square feet in area per side, without written permission from the Association, and which shall also be in compliance with any sign ordinance of the Township of Madison.

Section 12. Reasonable regulations consistent with the Act, the Master Deed and these By-Laws concerning the use and enjoyment of the condominium units and common elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6, of these By-Laws. Copies of all such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all co-owners in number and in value. Such rules may not be applied to limit the Developer's construction, sales or rental activities.

Section 13. The Association or its duly authorized agents shall have access to each condominium unit from time to time during reasonable working hours and upon notice to the co-owner thereof as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each condominium unit at all times without notice as may be necessary to make emergency repairs to prevent damage to that condominium unit, the common elements or to another condominium unit. It shall be the responsibility of each co-owner to provide the Association means of access to his condominium unit during all periods of absence and, in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his condominium unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 14. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements except in such co-owner's patio area appurtenant solely to his unit wherein landscaping and ornamentation shall be installed and maintained by the co-owner with the approval of materials and



design by the Association. The Board of Directors may also designate such other areas adjacent to each unit wherein a co-owner may install approved landscaping.

Section 15. Use of motorized vehicles anywhere on the Condominium premises other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in Section 8 is prohibited. The Board of Directors may, by duly adopted regulations, make reasonable exceptions to this section.

Section 16. No unsightly condition shall be maintained on any deck or patio or any other place which is visible from the street or other common elements, and only furniture and equipment consistent with ordinary deck or patio use shall be permitted to remain there during seasons when decks or patios are reasonably in use, and no furniture or equipment of any kind shall be stored on decks or patios during seasons when decks or patios are not reasonably in use.

Section 17. Each co-owner shall maintain his condominium unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, or other utility conduits and systems and any other elements in a condominium unit which are appurtenant to any other condominium unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him or his family, guests, tenants, agents, or invitees unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the co-owner in the manner provided in Article II hereof.

Section 18. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs, if any, of the Developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and By-Laws, as the same may be amended from time to time. For the purposes of this section, the construction and sales period shall be deemed to continue so long as the Developer owns any condominium unit which it offers for sale. Until all condominium units in the entire Condominium are sold by the Developer, the Developer shall have the right to maintain a sales office, a business office, a construction office, model condominium units, storage areas, reasonable parking



incidental to the foregoing, and such access to, from and over the Condominium as may be reasonable to enable construction and sale of the entire Condominium by the Developer. The Developer shall pay all costs related to the condominium units or common elements while owned by the Developer, and restore the facilities to habitable status upon termination of use.

Section 19. During the construction and sales period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors and assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. 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.

Section 20. The Condominium 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. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any common elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the construction and sales period notwithstanding that it may no longer own a unit in the Condominium, which right of enforcement shall include (without limitation) an action



to restrain the Association or any co-owner from any activity prohibited by these By-Laws.

Section 21. All co-owners, their tenants and invitees, shall maintain the heat in their units to a minimum of 55 degrees because of the danger of freezing water pipes that would damage the common elements. Garage doors shall remain closed at all times when the garages are not in active use.

ARTICLE VII

MORTGAGES

Section 1. Any co-owner who mortgages his condominium unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association shall, at the written request of a mortgagee of any such unit, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, give written notification to the mortgagee of any such condominium unit of any default by the co-owner of such condominium unit in the performance of his obligations under the Condominium documents which is not cured within sixty (60) days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by "all risk" property coverage, fidelity coverage, public liability, and vandalism and malicious mischief, and the amount of such coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. The Association shall give written notification to each mortgagee appearing in said book at least thirty (30) days prior to the effective date of any change of manager (not including change in employees of a corporate manager) of the Condominium.

Section 4. Any mortgagee which acquires title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Condominium documents and shall be free to sell or lease such unit without regard to any such provision, although no such provision exists at the present time.

Section 5. Unless at least two-thirds (2/3) of the co-owners and of the first mortgagees, pursuant to Section 90a of the Act, have given their prior written approval, the Association shall not:



a. by act or omission seek to abandon or terminate the Condominium (in which event eighty percent (80%) of the co-owners and the first mortgagees must give their approval);

b. following the recording of the Master Deed, change the pro rata interest or obligations of any condominium unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each condominium unit in appurtenant real estate and any improvements thereon which are owned by the co-owners in the Condominium in undivided pro rata interests ("common elements");

c. partition or subdivide any condominium unit;

d. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause); or

e. use hazard insurance proceeds for losses to any condominium property (whether to condominium units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the condominium units and/or common elements of the Condominium.

Section 6. Whenever a ballot requirement appears in these By-Laws for the benefit of a mortgagee which requires a ballot in support of or against a proposal submitted by the Association, the mortgagee shall respond within ninety (90) days of mailing of said notice or the lack of response thereto shall be deemed as approval of the proposal.

Section 7. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive written notice of all meetings of members of the Association and to designate a representative to attend all such meetings.

Section 8. Notwithstanding any other provisions of the Condominium documents, the holder of any first mortgage covering any condominium unit in the Condominium which comes into possession of the condominium unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged condominium unit which



accrue prior to the time such holder acquires title to the condominium unit.

Section 9. The Association shall give the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and all other mortgagees of record notice (c/o Servicer at Servicer's address) in writing of any loss to or the taking of the common elements and related facilities of the Condominium if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00), or damage to a condominium unit covered by a mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any other mortgagee if such damage exceeds One Thousand Dollars (\$1,000.00). This section shall apply only if the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any other mortgagees hold a mortgage on a condominium unit in the Condominium and have given notice of this ownership to the Association.

Section 10. Nothing contained in the Condominium documents shall be construed to give a condominium unit co-owner or any other party priority over any rights of first mortgagees of condominium units pursuant to their mortgages in cases of a distribution to co-owners of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common elements.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the co-owners voting in person or by instrument in writing signed by them. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association By-Laws.

Section 2. These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of co-owners, mortgagees or other interested parties, and to keep these By-Laws in compliance with the Act.

Section 3. These By-Laws may be amended by the Association, at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of two-thirds (2/3) of all co-owners in number and in value. No consent of mortgagees shall be required to amend these By-Laws, except as otherwise provided in Section 90a of the Act, in which event the approval of two-thirds (2/3) of the first mortgagees shall be required, with each mortgagee to have one (1) vote



for each mortgage held. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of co-owners is considered two-thirds (2/3) of all the co-owners entitled to vote as of the record date for such votes. A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

Section 4. These By-Laws may be amended by the Developer, without approval from any co-owner or mortgagee, to keep these By-Laws in compliance with the Act and to make such other amendments to these By-Laws as do not materially alter or change the rights of any co-owner or mortgagee.

Section 5. A copy of each amendment to these By-Laws shall be recorded in the Office of the Lenawee County Register of Deeds and shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually received a copy of the amendment.

Section 6. Eligible mortgage holders, those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, also shall have the right to join in the decision making about certain amendments to the Condominium documents.

Section 7. Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon recording such amendment in the Office of the Lenawee County Register of Deeds. Without the prior written approval of two-thirds (2/3) of all institutional holders of first mortgage liens on any unit in the Condominium, no amendment to these By-Laws shall become effective which involve any change, direct or indirect, in Article I, Sections 3 and 4b, Article II, Sections 3a and 4, Article IV, Section 1d, Article V, Sections 1, 4 and 8, Article VII, Sections 1, 4, 5, 8, 9, and 10, Article VIII, Sections 3 and 6, or Article XI, Section 1, or to any other provision hereof that increases or decreases the benefits or obligations or materially affects the rights of any members of the Association, as further identified by the Federal National Mortgage Association's legal guidelines in Chapter 4, Conventional Projects, Legal Requirements, of the current issue of the Federal National Mortgage Association's Lending Guide. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.



ARTICLE IX

COMPLIANCE

The Association 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 Act, as amended, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium documents are accepted and ratified. In the event the Condominium documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE X

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these By-Laws are attached as an Exhibit or as set forth in the Act.

ARTICLE XI

REMEDIES FOR DEFAULT

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

a. Failure to comply with any of the terms or provisions of the Condominium documents shall be grounds for relief, which may include, without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessments, 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. In any proceedings arising because of alleged default by a co-owner, the Association or the co-owner or co-owners bringing the legal action, if successful, shall recover the costs of the proceedings and actual attorney's fees (not limited to statutory fees), but in no event shall any defending co-owner be entitled to recover such attorney's fees.

c. 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 condominium 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 the exercise of its removal and abatement power authorized herein.

d. 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. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all co-owners in the same manner as prescribed in the Association By-Laws. Thereafter, fines may be assessed only upon notice to the offending co-owner as prescribed in the Association By-Laws and after an opportunity for such co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Fifty Dollars (\$50.00) for the second violation, One Hundred Dollars (\$100.00) for the third violation, or be less than One Hundred Dollars (\$100.00) for any subsequent violation.

e. A co-owner may maintain an action against the Association and its officers and Directors to compel these persons to enforce the terms and provisions of the Condominium documents. In such a proceeding, the Association, if successful, shall recover the costs of the proceeding and actual attorney's fees (not limited to statutory fees). A co-owner may maintain an action against any other co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium documents or the Michigan Condominium Act.

f. The failure of the Association or of any co-owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or of any such co-owner to enforce such right, provision, covenant, or condition in the future.

g. All rights, remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of



remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XII

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the construction and sales period which shall continue for so long as the Developer is offering any unit in the Condominium for sale. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere.

ARTICLE XIII

SEVERABILITY

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