

**AMENDED AND RESTATED CONSOLIDATING MASTER DEED OF  
 FARBROOKE CONDOMINIUM  
 (ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)  
 MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 297**

This Amended and Restated Consolidating Master Deed of Farmbrooke Condominium is made and executed this 27<sup>th</sup> day of April, 2018, by Farmbrooke Condominium Association, a Michigan nonprofit corporation (the "Association"), in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Condominium Act").

The Association desires by recording this Amended and Restated Consolidating Master Deed to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act. The Consolidating Master Deed for Farmbrooke Condominium, recorded in Liber 05789, Pages 652 et seq., Macomb County Records, is superseded by this Amended and Restated Consolidating Master Deed of Farmbrooke Condominium (except for the Condominium Subdivision Plan (defined below) attached to the Consolidating Master Deed as Exhibit B).

The Association does, upon the recording of this Amended and Restated Consolidating Master Deed, reaffirm the establishment of Farmbrooke Condominium as a Condominium under the Condominium Act and does declare that Farmbrooke Condominium (the "Condominium") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Consolidating Master Deed and Exhibits A and B applicable to this Amended and Restated Consolidating Master Deed, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

**ARTICLE I  
 TITLE AND NATURE**

**Section 1.** Condominium Name and Subdivision Plan No. The Condominium shall be known as Farmbrooke Condominium, Macomb County Condominium Subdivision Plan No. 297.

The Condominium is established in accordance with the Condominium Act. The Condominium consists of 96 Units, numbered 1 through 96.

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

**Section 3.** Voting. Co-owners shall have voting rights in Farmbrooke Condominium Association as set forth in this Amended and Restated Consolidating Master Deed, in the Amended and Restated Condominium Bylaws, and in the Association's Restated Articles of Incorporation.

## **ARTICLE II LEGAL DESCRIPTION**

The land that comprises the Condominium covered by this Amended and Restated Consolidating Master Deed, which is located in the Township of Macomb, County County, Michigan, is particularly described as follows:

Part of the Northwest ¼ of section 30, T. 3 N., R. 13 E., Macomb Township, Macomb County, Michigan, described as beginning at a point, said point being distant N. 87°54'21" E. along the north line of said Section 30, 400.01 feet from the Northwest corner of said Section 30; thence from said Point of Beginning N. 87°54'21" E. 618.39 feet along the north line of said Section 30; thence S. 01°52'56" E. 910.00 feet; thence S. 87°54'21" W. 1020.86 feet along the north line of the proposed "Farmbrook Estates Subdivision"; thence N. 01°43'39" W. 310.00 feet along the west line of Section 30; thence N. 87°54'21" E. 400.01 feet; thence N. 01°43'39" W. 600.01 feet to the Point of Beginning containing 15.791 acres more or less.

Subject to all easements of record.

## **ARTICLE III DEFINITIONS**

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

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

B. "Amended and Restated Condominium Bylaws" or "Bylaws" means Exhibit A attached to this Amended and Restated Consolidating Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Co-owners. The Amended and Restated Bylaws also constitute the corporate bylaws of the Association under the Michigan Nonprofit Corporation Act.

C. "Amended and Restated Consolidating Master Deed" means this document, and to which the Amended and Restated Condominium Bylaws are attached as Exhibit A, and the Condominium Subdivision Plan is made applicable as Exhibit B.

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

E. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV of this Amended and Restated Consolidating Master Deed, and does not refer to Units.

F. "Condominium Documents" means and includes this Amended and Restated Consolidating Master Deed, the Amended and Restated Condominium Bylaws, the Condominium Subdivision Plan, the Association's Articles of Incorporation, and the rules and regulations of the Association.

G. "Condominium" means Farmbrooke Condominium as a Condominium established in conformity with the provisions of the Condominium Act.

H. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the Consolidating Master Deed as Exhibit B, which is incorporated and made applicable by reference.

I. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination of the foregoing who or which owns one or more Units. Both land contract vendees and vendors shall be considered Co-owners and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act.

J. "Developer" refers to Farmbrooke Condominium Co., a Michigan corporation, which made and executed the Consolidating Master Deed.

K. "Percentage of Value" means the percentage assigned to each Unit in Article VI of this Amended and Restated Consolidating Master Deed. The percentages of value of all Units total one hundred percent (100%). Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Condominium Act.

L. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination of the foregoing.

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

N. "Unit" means a single Unit in Farmbrooke Condominium, as such is described in Article VI of this Amended and Restated Consolidating Master Deed and on the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Condominium Act.

**Section 2.** Number and Gender of Words. Whenever any reference is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where the same would be appropriate.

#### **ARTICLE IV COMMON ELEMENTS**

**Section 1.** Common Elements. The Common Elements of the Condominium are described in the Condominium Subdivision Plan and as follows:

A. General Common Elements. The General Common Elements are:

(1) Land. The land described in Article II of this Amended and Restated Consolidating Master Deed, including landscaping installed by the Association or Developer and roads;

(2) Electrical. The electrical meters and electrical wiring network throughout the Condominium, including that contained within Unit walls ceilings and floors, up to the point of connection with the electrical meter for any Unit;

(3) Electrical Fixtures. The electrical fixtures, plugs, switches, fuse boxes or electrical control panels, and any other similar item connected to the electrical wiring network, located outside the boundaries of a Unit and serving the General Common Elements and related electrical wiring network;

(4) Street Lighting. Street and ground lighting, if any, and other lighting serving the General Common Elements throughout the Condominium;

(5) Telephone. The telephone wiring network throughout the Condominium, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with the telephone junction box within a building or Unit;

(6) Gas. The gas meters not attached to any Unit and gas line network throughout the Condominium, including that contained within Unit walls, floors and ceilings, up to the point of connection with the gas meter for any Unit;

(7) Water. The water meters not attached to any Unit and the water distribution system throughout the Condominium, including that contained within Unit walls, floors or ceilings up to and including the water meter for any Unit;

(8) Sanitary Sewer. The sanitary sewer system throughout the Condominium, up to the point of entry to the Unit it serves;

(9) Storm Sewer. The storm drainage system throughout the Condominium, including all sump pumps;

(10) Telecommunications. The telecommunications system throughout the Condominium up to, but not including, connections to provide service to individual Units;

(11) Irrigation System. The irrigation system throughout the Condominium, including the water lines, valves, sprinkler heads, pumps and electrical equipment;

(12) Mailbox Stands. Mailbox stands throughout the Condominium.

(13) Structural Elements. The foundations, supporting columns, beams, perimeter walls (including windows, doorwalls, doors and garage doors), roofs, ceilings, floor construction and chimneys;

(14) Entryway Signage and Improvements. The entryway signage and related improvements and landscaping;

(15) Other. All other elements and improvements contained within or appurtenant to the Condominium, which are not designated as General or Limited Common Elements, which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

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

Some or all of the utility systems service single buildings containing more than one Unit. Accordingly, and where necessary or applicable, there shall be an easement for that Common

Element through each Unit to enable the utility systems to appropriately serve each of the Units in the subject building.

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

(1) Electrical. The electrical wiring network contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements commencing with the electrical meter for the Unit up to the point of connection with electrical fixtures, plugs and switches within or outside of the Unit, which is assigned to the Unit which it services;

(2) Electrical Fixtures. All electrical fixtures, plugs, switches, fuse boxes or electric control panels, and any other similar item connected to the electrical system assigned to a Unit located outside of the boundaries of the Unit, which are assigned to the Unit which they service;

(3) Outdoor Lighting. Outdoor lighting located on or serving any porch, courtyard, entryway or entryway, which is assigned to the Unit which it services;

(4) Telephone. The telephone wiring network contained within Unit walls or located in any other portion of the Common Elements or a Unit commencing with the telephone junction box to the point of connection with telephone equipment within the Unit, which is assigned to the Unit which it services;

(5) Gas. The gas line network contained within Units or Unit walls, floors or ceilings, or located in any other portion of the Common Elements, commencing with the gas meter for the Unit up to the point of connection with gas fixtures within or outside of the Unit, which is assigned to the Unit which it services;

(6) Gas Fixtures. The gas fixtures connected to the gas line network after the point of connection to the gas meter which are located outside of the boundaries of the Unit, which are assigned to the Unit which they serve;

(7) Duct Work. Heating and cooling ducts in any Unit walls, floors or ceilings, and any vents attached to such ducts, which are assigned to the Unit which they serve;

(8) Water. The water distribution system contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements after the point of connection with the water meter for the Unit up to the point of connection with plumbing fixtures within or outside the Unit, which is assigned to the Unit which it services;

(9) Plumbing Fixtures. All plumbing fixtures other than the irrigation system located outside the boundaries of a Unit and connected to the water distribution system which serves the Unit, which are assigned to the Unit which they serve;

(10) Sanitary Sewer. The sanitary sewer system contained within Units or Unit walls or floors or located in any other portion of the Common Elements from the first point of entry into the Unit, which is assigned to the Unit it serves;

(11) Porch. Each porch in the Condominium, which is assigned to the Unit which opens onto such porch as shown on Exhibit "B";

(12) Deck. Each deck in the Condominium, which is assigned to the Unit which opens onto such deck as shown on Exhibit "B";

(13) Air-Conditioner. Each air-conditioning compressor in the Condominium and the pad on which it is located, which is Assigned to the Unit which such air-conditioning compressor services;

(14) Garage. The garage space and the interior surfaces of the ceilings, floors and perimeter walls contained in each garage in the Condominium, which is assigned to the Unit to which it is connected as shown on Exhibit "B";

(15) Garage Door Opener. Each garage door opener which s assigned to the Unit to which the garage is appurtenant;

(16) Driveway. Each driveway connecting the roadway to a garage or cluster of garages, which is assigned to the Unit to which such garage or garages are appurtenant as shown on Exhibit "B";

(17) Sidewalks. The sidewalks between each garage and the porch which is assigned to the Unit to which such garage and porch are appurtenant;

(18) Fireplaces. Each fireplace combustion chamber, which is assigned to the Unit which it serves;

(19) Mailboxes. Each mailbox in the mailbox stand, or attached to a Unit, which is assigned to the Unit which it serves; and

(20) Interior Surfaces. The interior surfaces of ceilings, floors and perimeter walls contained within a Unit, which are assigned to the Unit of which they are a part.

**Section 2.** Responsibility for Unit and Common Elements. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all General Common Elements, Units and Limited Common Elements, as set out in this Amended and Restated Consolidating Master Deed and in the relevant sections of Article VI of the Amended and Restated Condominium Bylaws, the respective responsibilities for the maintenance, decoration, repair, replacement and insuring of the Units and Common Elements are as follows:

A. Co-owner Responsibilities:

(1) Unit and Certain Common Elements. Except as provided in Section 2B below and subject to the provisions of the Condominium Bylaws, the primary responsibility for maintenance, decoration, repair and replacement, including all associated costs, of a Unit, including all fixtures, improvements and personal property located within the Unit or elsewhere throughout the Condominium, the Limited Common Elements, and those General Common Elements described in this Section 2A(1), shall be borne by the Co-owner of the Unit. The following provisions add to and clarify, but do not limit, each Co-owner's decoration, maintenance, repair and replacement responsibilities under this Section 2A(1):

(a) Electrical lines, wires, outlets, switches, boxes, circuit breakers, panels, interior and exterior fixtures serving the individual Unit from the point of connection with, and including, the electrical meter for the Unit ;

(b) Gas lines, pipes, valves and fixtures from the point of connection with, and including, the gas meter for the Unit;

(c) Water lines, pipes, valves and fixtures from the point that the water distribution system branches off to serve the individual Unit, but not including any mains or lines running through the Unit to serve other Units or the General Common Elements;

(d) Telephone lines, equipment and fixtures from the point of connection at the telephone junction box;

(e) Outdoor lighting servicing the Common Elements appurtenant to a Unit which is controlled from the Unit;

(f) All drain lines and traps within a Unit;

(g) Air-conditioner compressor, its pad and other related equipment and accessories;

(h) Windows, interior doors, doorwalls, Unit entry doors, including their storms, screens, frames, locks, hardware, thresholds, sills and weather stripping;

(i) Garage door including tracks, springs, opener, remote, and all related hardware and equipment;

(j) Garage floors;

(k) Drywall repair, replacement, maintenance and painting, regardless of whether servicing the Unit or garage;

(l) Porch, including any steps leading to said porch;

(m) Deck and all improvements located on or related to the deck including railings, decking, joists and posts;



(n) The mailbox servicing the Unit which is located in the mailbox stand or appurtenant to the Unit;

(o) Improvements and decorations to the Unit including, without limitation, interior walls, tile, either floor or wall, paint, wallpaper, window treatments, carpeting or other floor covering, trim, cabinets, counters, sinks and related hardware;

(p) Appliances and equipment within the Unit and supporting hardware and equipment including, but not limited to, furnace and related ductwork located within the Unit, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans and related ductwork located within the Unit, dryer venting located within the Unit, vent covers and filters, individual hot water heaters, fireplaces and their combustion chambers, flues and dampers;

(q) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.

(2) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Board of Directors, shall not be considered Common Elements in any case and, except as the Board determines otherwise in writing, shall be the complete responsibility of the Co-owner. Should the Association require access to any Common Elements which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Bylaws. Co-owners shall not alter, replace, remove, paint, decorate or change the exterior of a Unit or any exterior appendage including, without limitation, decks, porches, air conditioning units, windows and Unit entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Board's prior written consent pursuant to Article VI of the Amended and Restated Condominium Bylaws. All skylights, and their related frames, weather stripping and equipment, are modifications to the Common Elements and are the complete responsibility of the Co-owner.

(3) Sump Pumps and Irrigation Equipment. A Co-owner whose Unit contains common sump pump or common irrigation equipment shall not restrict the Association or its contractors or utility companies from entering into the Unit to maintain, repair or replace such equipment. To ensure there is reasonable accessibility to such equipment, Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Board of Directors. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements if such items are blocking access to the equipment and are damaged or removed in order to gain access to the equipment.

(4) Co-owner Fault. Subject to the provisions of Article VI, Section 14 of the Amended and Restated Condominium Bylaws, any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible

Co-owner in the same manner as an assessment in accordance with Article II of the Amended and Restated Condominium Bylaws.

(5) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Amended and Restated Condominium Bylaws shall be performed subject to the Association's mandatory prior written approval and control with respect to color, style, timing, material and appearance. Further, all maintenance, repair and replacement shall be performed in compliance with all applicable municipal, State and federal codes and regulations.

B. Association Responsibilities:

(1) Limited Common Elements. Except in cases of Co-owner fault, the Association shall be responsible for the maintenance, repair and replacement of (a) the driveways described in Article IV, Section 1B(16), and the expenses incurred shall be an expense of administration, and (b) the sidewalks described in Article IV, Section 1B(17) above, shall be an expense of administration.

(2) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements (except those assigned to the Co-owners under the various subsections of Section 2A above), shall be an expense of administration, subject to the provisions of this Article and the Amended and Restated Condominium Bylaws.

(3) Unauthorized Repair. The Association shall not be obligated to reimburse any Co-owner for repairs made or contracted for by the Co-owner. Unless otherwise determined by the Board of Directors, the Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by a management company hired by the Association.

C. Utility Charges. All individually metered utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All commonly metered utilities shall be paid by the Association as an expense of administration.

D. Unusual Expenses. 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 of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specifically assessed against the Unit or Units involved in accordance with Section 69 of the Condominium Act. Co-owners serviced by water based back-up sump pumps shall be immediately required to notify the Association of any failure of the underlying sump pump. Any increased water and sewerage charges, caused by a delay in reporting the failure of the underlying sump pump, and the initiation of the water-based backup sump pump, as determined in the sole discretion of the Association, shall be deemed to be unusual common expenses under this Section and shall be specifically assessed to the Unit or Units involved.

**ARTICLE V**  
**USE OF UNITS AND COMMON ELEMENTS**

No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances of the Township of Macomb, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

## **ARTICLE VI**

### **UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

**Section 1.**     Unit Description. Each Unit is described in this Section with reference to the Condominium Subdivision Plan of Farmbrooke Condominium as prepared by Danna, Mauro & Associates, Inc.. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists; and (2) with respect to the upper floors of Units, all that space contained within the interior unpainted walls and ceilings and from the plywood subfloor, all as shown on the floor plans and sections in Exhibit "B" and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit "B" have been measured by Danna, Mauro & Associates, Inc. If the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit "B", then the typical upper floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

**Section 2.**     Calculation of Percentage of Value. The percentage of value assigned to each Unit has been determined to be equal for each Unit due to relative equality of market price, size and maintenance costs with respect to each Unit. The Condominium consists of ninety-six (96) Units. The percentage of value shall be determinative of the proportionate share of each Co-owner in the common proceeds and common expenses of administration (subject to the assignment of costs and expenses as reflected in Article IV of this Amended and Restated Consolidating Master Deed and Article II of the Condominium Bylaws), the value of each Co-owner's vote at meetings of the Association, and the undivided interests of each Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%).

## **ARTICLE VII**

### **EASEMENTS**

**Section 1.**     Easements for Encroachment, Utilities and Support.

A.     In the event any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Condominium Act.

B. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone, cable television and internet lines.

C. Easements of support shall exist with respect to any Unit wall that supports a Common Element.

**Section 2.** Association's Right to Grant Easements. The Board of Directors of the Association may grant easements and licenses over or through any portion of any General Common Elements for utility, roadway, construction, safety purposes, or for any other purpose as may be beneficial to the Condominium.

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

**Section 4.** Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of

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

**Section 5.** Emergency and Public Service Vehicle Access Easements. There shall exist for the benefit of the Township of Macomb or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the Township or emergency vehicles for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school transportation (both public and private), and other lawful governmental or private emergency services to the Condominium and Co-owners. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

## **ARTICLE VIII AMENDMENTS**

This Amended and Restated Consolidating Master Deed, the Amended and Restated Condominium Bylaws and the Condominium Subdivision Plan may be amended as provided in the Condominium Act and in the following manner, and shall be effective upon recordation with the Macomb County Register of Deeds:

**Section 1.** Association Amendments. The Association acting through its Board of Directors may make and record amendments to this Amended and Restated Consolidating Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee.

**Section 2.** Co-owner Approval. Except as otherwise provided in this Amended and Restated Consolidating Master Deed and subject to Sections 3 and 4 below, the Association may make and record amendments to this Amended and Restated Consolidating Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3<sup>rds</sup>) of the Co-owners in good standing as of the record date for such vote.

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

**Section 4.** Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article, the method or formula used to determine the percentages of value of Units, as described in Article VI of this Amended and Restated Consolidating Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act, as amended. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 51 of the Condominium Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act. Units may be consolidated and boundaries relocated as provided in Section 48 of the Condominium Act.

**Section 5.** Amendments for Secondary Mortgage Market Purposes. The Association may amend this Amended and Restated Consolidating Master Deed or the Amended and Restated Condominium Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans 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, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amended and Restated Consolidating Master Deed to be executed the day and year first above written

Farmbrooke Condominium Association, a Michigan  
Nonprofit Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

STATE OF MICHIGAN )

) ss:

COUNTY OF COUNTY )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2018  
by NANCY DOLAN, the President of Farmbrooke Condominium Association, a Michigan  
Nonprofit Corporation, on behalf of the Corporation.

Rita J. Giordano

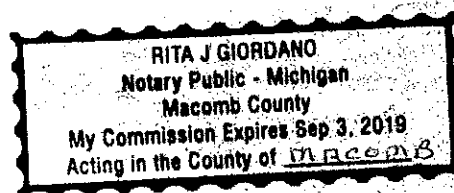
RITA J. GIORDANO, Notary Public

MACOMB County, Michigan

Acting in MACOMB County, Michigan

My Commission Expires: 9/3/2019

Document drafted by and when recorded return to:  
Jeffrey L. Vollmer, Esq.  
Makower Abbate Guerra Wegner Vollmer PLLC  
23201 Jefferson Ave.  
St. Clair Shores, MI 48080



## **EXHIBIT A**

### **AMENDED AND RESTATED CONDOMINIUM BYLAWS FARBROOKE CONDOMINIUM**

#### **ARTICLE I ASSOCIATION OF CO-OWNERS**

**Section 1.** The Association. Farmbrooke Condominium, a residential Condominium located in the Township of Macomb, Macomb County, Michigan, shall be administered by Farmbrooke Condominium Association (the "Association"). The Association is a nonprofit corporation, which has been organized under the applicable laws of the State of Michigan and which is responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium, subject to and in accordance with the Amended and Restated Consolidating Master Deed, these Amended and Restated Bylaws, the Articles of Incorporation, duly adopted rules and regulations of the Association (sometimes collectively referred to as the "Condominium Documents"), and the laws of the State of Michigan. All Co-owners and all persons using or entering upon the Condominium or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

**Section 2.** Purpose of Bylaws. These Bylaws are designated as both the Condominium Bylaws, relating to the manner in which the Condominium and the common affairs of the Co-owners of the Units shall be administered, as required by the Condominium Act, and the Association or Corporate Bylaws, governing the operation of the Association as a corporate entity, as required by the Michigan Nonprofit Corporation Act.

#### **ARTICLE II ASSESSMENTS**

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

**Section 2.** Expenses and Receipts of Administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration, within the meaning of Section 54(4) of the Condominium Act, except as modified by the specific assignment of



responsibilities for costs contained in Article IV of the Amended and Restated Consolidating Master Deed.

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

A.     Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any adopted budget shall include an allocation to a reserve fund for repairs and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with subsection D below. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for the year shall be established based upon that budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-owner's obligation to pay the allocable share of the common expenses whenever the same shall be determined. In the absence of any annual budget or adjusted budget each Co-owner shall continue to pay each installment at the rate established for the previous fiscal year until notified of any change in the installment payment which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted. Co-owners shall have a ten (10) day grace period commencing with notice from the Board of Directors in which to submit their new or adjusted assessment payment.

B.     Additional Assessments. The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessments as it shall deem to be necessary in the Board's sole discretion, provided that the same shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide repairs or replacements of existing Common Elements; (iii) to provide additions to the Common Elements at a total annual cost not exceeding five (5%) of the Association's annual operating budget; or (iv) for any emergencies. The Board of Directors shall also have the authority, without the necessity of Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 of these Amended and Restated Bylaws. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the Co-owners and shall not be enforceable by any creditors of the Association or the Co-owners except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

C.     Special Assessments. Special assessments, in addition to those described in subsections A and B above, may be made by the Board of Directors from time to time if approved by the Co-owners as provided in this subsection, to meet other requirements of the Association, including, but not limited to: (i) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; (ii) assessments to provide additions to the Common Elements at a total cost exceeding five (5%) of the Association's annual operating budget; or (iii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subsection shall not be levied without the prior approval of more than 50% of all Co-owners in good standing. The authority to levy

payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

**Section 5.**     Waiver of Use or Abandonment of Unit. Co-owners shall not be exempt from liability for their contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit or on account of incomplete repair work or the failure of the Association (or its agents) to provide services to the Co-owner.

**Section 6.**     Enforcement.

A.     Statutory Lien. Sums assessed to a Co-owner that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorneys' fees and fines (as allowed by the Condominium Documents or the Condominium Act), constitute a lien upon the Unit or Units owned by the Co-owner at the time of the assessment before other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a recorded notice of lien have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement in the name of the Condominium on behalf of the other Co-owners as provided below.

B.     Remedies. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both. A Co-owner may not withhold or escrow assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of assessments, the fact that the Association or its agents have not provided services or management to a Co-owner. Except as provided in Article X, Section 1, a Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be qualified to run for or function as an officer or Director of the Association, and shall not be entitled to vote so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from their Unit. The Association may also discontinue the furnishing of any utilities or services to a Co-owner in default. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner or any persons claiming under them, and if the Unit is not occupied by the Co-owner, to lease the Unit and collect and apply the rents received. All remedies shall be cumulative and not alternative.

C.     Foreclosure of Lien. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of Section 108 of the Condominium Act, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing

assessments pursuant to this subsection is solely for the benefit of the Association and the Co-owners and shall not be enforceable by any creditors of the Association or the Co-owners except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

D. Reserve Fund. The Board of Directors shall maintain a reserve fund for major repairs and replacements of Common Elements and emergency expenditures, which reserve fund shall be in the amount of not less than ten percent (10%) of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself). At least two (2) Directors must sign any checks or provide written authorization before any funds may be drawn from the reserve fund account. The Association may increase or decrease the reserve fund but may not reduce it below ten percent (10%) of the Association's annual budget (not including expenditures from, or payments to, the reserves). The reserve must be funded at least annually from the proceeds of the regular assessments set forth in subsection A of this Section; however, the reserve may be supplemented by additional assessments if determined necessary by the Board of Directors. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

**Section 4.** Payment of Assessments and Penalty for Default. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners equally without increase or decrease for the existence of any rights to the use of a Unit's Limited Common Elements. Annual assessments shall be payable by Co-owners in twelve (12) monthly installments or in such installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments shall be payable as stated in the notice announcing their levy. The payment of an assessment shall be in default if such assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for such payment, which shall be the first (1<sup>st</sup>) day of each calendar month or such other date as may be established from time to time by the Board of Directors for any assessment. Assessments in default may bear interest at the highest rate allowed by law (currently 7%) until paid in full. In addition, all assessments, or installments of assessments, that remain unpaid 10 days after the due date, shall incur a uniform late charge of \$25.00, to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise the uniform late charges from time to time, and may levy additional late fees for special and additional assessments, pursuant to Section 11 of Article VI of these Bylaws, without the necessity of amending these Bylaws, although the Board of Directors is entitled to waive any such late fees for good cause shown. Once there is a delinquency in the payment of any installment of the annual assessments lasting for more than two months, the Board of Directors may accelerate the remaining unpaid installments of the annual assessment for that fiscal year so that such unpaid installments are immediately due and payable. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment, including actual attorneys' fees) levied against their Unit while such Co-owner has an ownership interest in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of

the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit (and improvements) with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner acknowledges that at the time of acquiring title to such Unit they were notified of the provisions of this Section 6 and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

D. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner at their last known address, of a written notice that one or more installments of the annual, additional or special assessment, as the case may be, levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under this Article II if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner of record. Such affidavit shall be recorded in the Macomb County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the delinquent Co-owner. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that they may request a judicial hearing by bringing suit against the Association.

E. Expenses of Collection. All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on their Unit.

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

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

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

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

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

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

### **ARTICLE III ARBITRATION**

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

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

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

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

## **ARTICLE IV INSURANCE**

**Section 1.**     Extent of Coverage; Responsibility for Coverage.

A.     Association Responsibilities.

(1)     Casualty. The Association shall insure all Common Elements of the Condominium that the Association has responsibility for under Article IV, Section 2 of the Amended and Restated Consolidating Master Deed against fire, vandalism, malicious mischief, and other perils covered by a standard extended coverage endorsement, in an amount equal to one hundred percent (100%) of the current replacement cost of the insurable improvements, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association's policy shall include a "Guaranteed Replacement Cost Endorsement" or a "Replacement Cost Endorsement" and, if the policy includes a coinsurance clause, an "Agreed Amount Endorsement." The policy shall also include an "Inflation Guard Endorsement," if available, and a "Building Ordinance and Law Endorsement." The Association may also insure as secondary coverage those Common Elements that Co-owners are assigned responsibility under Article IV of the Amended and Restated Consolidating Master Deed.

(2)     Liability, Worker's Compensation, Fidelity Bond, Directors and Officer, and Other Required Coverage. The Association shall also carry (1) liability insurance with coverage in the minimum amount of one million dollars (\$1,000,000.00) for a single occurrence pertinent to the ownership, use, and maintenance of the Common Elements of the Condominium that are the Association's responsibility under Article IV of the Amended and Restated Consolidating Master Deed, (2) worker's compensation insurance, if applicable, (3) fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds), (4) Directors and Officers Liability coverage, and (5) such other insurance as the Board of Directors deems advisable.

(3) Optional Umbrella Insurance. The Association may purchase as an expense of administration an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

(4) Benefited Parties; Notice to Mortgagees. All such insurance shall be purchased by the Association for the benefit of the Association, the Co-owners, and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(5) Insurance Records. All non-sensitive and non-confidential information in the Association's records regarding Common Element insurance coverage shall be made available to all Co-owners and mortgagees upon request and reasonable notice during normal business hours.

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

(7) Proceeds of Association Insurance Policies. Proceeds of all Association insurance policies shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

B. Co-owner Responsibilities. Co-owners are advised that the Association's coverage is not intended to be complete as to all matters, and the Co-owners have an obligation to provide certain coverage as outlined in this Article. Co-owners are advised to consult with their insurance advisors to determine what additional insurance they must obtain upon their Units and Common Elements at their own expense in addition to the coverage carried by the Association. Each Co-owner shall obtain insurance coverage for (i) those Common Elements that the Co-owner is assigned responsibility under Article IV, Section 2 of the Amended and Restated Consolidating Master Deed, (ii) the interior of their Unit, including all fixtures, equipment, and trim located within the Unit, (iii) personal property located within a Unit or elsewhere in the Condominium, (iv) all improvements and betterments to the Unit and Limited Common Elements, (v) personal liability and property damage for occurrences within a Unit or upon its Limited Common Elements and for General Common Elements that the Co-owner is assigned responsibility pursuant to Article IV, Section 2 of the Amended and Restated Consolidating Master Deed, and (vi) alternative living expense in event of fire or other casualty, and the Association shall have absolutely no responsibility for obtaining such coverage. Co-owners are also advised to obtain insurance covering any insurance deductible or uninsured amount that the Co-owner may be required to pay pursuant to the provisions of Article V, Section 5 or Article VI, Section 14 of these Bylaws. Each Co-owner shall deliver certificates of insurance to the Association as may be required by the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event a Co-owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums paid shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II of these Amended and Restated Bylaws.

C. Waiver of Subrogation; Cross-Liability Endorsements. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The Association's liability insurance shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

**Section 2.** Association as Attorney-in-Fact. Each Co-owner, by ownership of a Unit, shall be deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with all matters concerning any insurance carried by the Association. Without limitation on the generality of the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear but 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.** Determination of Primary Carrier. It is understood that there may be overlapping coverage between the Co-owners' policies and those of the Association, as required to be carried pursuant to this Article. In situations where both the Association's coverage and a Co-owner's coverage are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents or any Common Element or other element or property for which the Co-owner is assigned responsibility for maintenance, repair, and replacement under the provisions of Article IV, Section 2 of the Amended and Restated Master Deed, the Co-owner's policy shall be deemed to be the primary coverage. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV, Section 2 of the Amended and Restated Master Deed, the Association's policy shall be deemed to be the primary coverage. In cases of liability for personal injury or otherwise, for occurrences in the Unit or upon a Common Element for which the Co-owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV, Section 2 of the Amended and Restated Master Deed, the Co-owner's policy shall be deemed to be the primary coverage. In cases of liability for personal injury or otherwise, for occurrences on a Common Elements for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV, Section 2 of the Amended and Restated Master Deed, the Association's policy shall be deemed to be the primary coverage. In all cases where the Association's policy is not deemed the primary coverage, if the Association's insurance provider nonetheless contributes to payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common Element or the repair or replacement of a General Common Element, the insurance carrier of the Co-owner shall have no right of subrogation against the Association or its carrier.

**Section 4.** Indemnification. Each Co-owner shall indemnify and hold harmless the Association for all damages and costs, including attorneys' fees, which the Association may suffer as a



result of defending any claim arising out of an occurrence for which the individual Co-owner is required to carry coverage pursuant to this Article, and shall carry insurance to secure this indemnity if so required by the Association. This Section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

## **ARTICLE V**

### **RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY**

**Section 1.** Determination of Reconstruction or Repair. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit is tenantable, unless it is determined by the affirmative vote of eighty percent (80%) of the Co-owners that the Condominium shall be terminated, and two-thirds (2/3<sup>rds</sup>) of all mortgagees of record have consented to such termination, which mortgagee consent shall be solicited in accordance with Section 90a of the Condominium Act.

**Section 2.** Co-owner Responsibility for Reconstruction or Repair. If the damage is only to an item which is the responsibility of a Co-owner to maintain, repair, and insure, it shall be the responsibility of the Co-owner to promptly repair such damage in accordance with these provisions. Subject to the provisions of Article VI, Section 14, regardless of the cause or nature of any damage or deterioration, including, but not limited to, instances in which the damage is incidental to or caused by (i) a Common Element for which the Association is responsible pursuant to Article IV of the Amended and Restated Consolidating Master Deed, (ii) the maintenance, repair, or replacement of any Common Element, (iii) the Co-owner's own actions or the Co-owner's failure to take appropriate preventive action, or (iv) the malfunction of any appliance, equipment, or fixture located within or serving the Unit, each Co-owner shall be responsible for the cost of repair, reconstruction and replacement of all items for which the Co-owner is assigned responsibility under Article IV, Section 2 of the Amended and Restated Consolidating Master Deed, and for those items which the Co-owner is primarily responsible to insure pursuant to Article IV of these Bylaws. Under no circumstances will the Association be responsible for any damage to the contents of any Unit or the personal property of a Co-owner or any occupant of the Unit. In the event any damage to Common Elements is the responsibility of the Association's insurance carrier pursuant to the provisions of Article IV, then the reconstruction or repair of the same shall be the responsibility of the Association in accordance with Section 4 of this Article, although the responsibility for costs shall be allocated in accordance with the provisions of this Section and Section 4. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, and the Association's carrier is responsible for paying a claim pursuant to the provisions of Article IV of these Amended and Restated Bylaws, the Co-owner shall be entitled to receive those proceeds of insurance, but only in the absence of Co-owner coverage for those items, and those proceeds shall be used solely for the necessary repairs. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any Unit. In the event of a casualty requiring the removal of personal property from a Unit, the Co-owner shall be solely responsible for removing or disposing of all personal property deemed necessary by the Association or its agents, and any related costs thereof.

**Section 3.** Association Responsibility for Reconstruction or Repair of Common Elements. Subject to the responsibility of the individual Co-owners as outlined in Section 2 above and other

provisions of these Bylaws or the Amended and Restated Consolidating Master Deed applicable to such situations, the Association shall be responsible for the reconstruction and repair of the General Common Elements and those other items for which it is assigned responsibility in Article IV, Section 2 of the Amended and Restated Consolidating Master Deed. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage.

**Section 4.** Timing. If damage to Common Elements or a Unit adversely affects the appearance of the Condominium or deprives others from utilizing the Common Elements, the Association or Co-owner responsible for the reconstruction, repair, and maintenance shall proceed with the replacement or repair of the damaged property without delay.

**Section 5.** Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured. Notwithstanding any other provision of the Condominium Documents, except to the extent that a lack of insurance results from a breach of the Association's or other Co-owner's duty to insure, the responsibility for damage to any portion of the Condominium that is within the limits of any applicable insurance deductible, unless waived, and for any other uninsured amount, shall be borne by the responsible Co-owner whenever the damage is the result of a failure to observe or perform any requirement of the Condominium Documents, or if the damage results from damage to or misuse of any of the Common Elements by the Co-owner, or their family, guests, agents, or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair, and replace.

**Section 6.** Indemnification. Each Co-owner shall indemnify and hold the Association harmless for all damages and costs, including, without limitation, actual attorneys' fees (not limited to reasonable attorneys' fees), which the Association suffers as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or a Common Element for which the Co-owner is assigned the responsibility to maintain, repair, and replace. Each Co-owner shall carry insurance to secure this indemnity. This Section 6 shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

**Section 7.** Eminent Domain. Section 133 of the Condominium Act (to the extent not inconsistent with the following) and the following provisions shall control upon any taking by eminent domain:

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

B. Unit Taken by Eminent Domain. If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Unit shall appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The

court shall enter a decree reflecting the reallocation of the undivided interest in the Common Elements as well as for the Unit.

C. Partial Taking of a Unit. If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest of such Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of such Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of such Unit shall be reallocated among the other Units in proportion to their respective undivided interests in the Common Elements. A 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 Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to the following subsection, as well as for that portion of the Unit taken by eminent domain.

D. Impossibility of Use of Portion of Unit not Taken by Eminent Domain. If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the Common Elements appertaining to that Unit shall appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall 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 Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Unit.

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

F. Condominium Continuation after the taking by Eminent Domain. In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Amended and Restated Consolidating Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of holders of two-thirds (2/3rds) of all first mortgage liens on individual Units.

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

of the Amended and Restated Consolidating Master Deed shall be entitled to continue leasing their Units despite the foregoing limitations on the number of Units that may be rented, provided the provisions of the Condominium Documents are followed and an approved lease form is on file with the Association prior to the effective date of the Amended and Restated Consolidating Master Deed. In the event of a sale or transfer of ownership of a leased Unit, or in the event such a Unit is no longer being leased, being prepared for lease, or being held out or otherwise marketed for lease, all automatic rights to lease that Unit despite the 5% rental limitation shall terminate and no further leasing of the Unit shall take place without first obtaining the written approval of the Board of Directors in compliance with these provisions. In addition, no Co-owner shall lease less than an entire Unit, and all leases shall (i) be for an initial term of no less than one (1) year, (ii) require the lessee to comply with the Condominium Documents, and (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease. A Co-owner may only lease a Unit for the same purposes as set forth in Article VI, Section 1, and in accordance with the provisions of this Section. For purposes of this Section, "lease" refers to any occupancy agreement, whether or not in writing or for rent or other consideration, where the Co-owner does not occupy their Unit as a primary or secondary residence for a majority of the year. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Association may require the use of a standard lease addendum to ensure compliance with the requirements of this Section.

B. Exception to 5% Leasing Limitation. Notwithstanding the provisions contained in subsection A above or anything to the contrary contained in the Condominium Documents, the Association recognizes that circumstances may arise beyond a Co-owner's control that may justify an exception to allow the temporary leasing of a single Unit, not to exceed one (1) year, regardless of the 5% rental limitation. Therefore, under the following circumstances, but only for so long as such circumstances exist and only so long as the Co-owner has occupied the Unit for the immediately preceding six (6) months and the leasing of the Unit will not result in that Co-owner or any related person or entity leasing more than 1 Unit, the Board may allow a Co-owner to lease their Unit even though 5% or more of the Units may already be leased:

(1) A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;

(2) A Co-owner must relocate for medical purposes (treatment, rehabilitation, or recuperation) for a period likely to exceed six (6) months;

(3) A Co-owner must relocate for employment purposes for a period likely to exceed six (6) months;

(4) A Co-owner or the estate of a Co-owner must rent a Unit due to an inability to sell the same without incurring a financial loss as a result of mortgage liens recorded against the Unit exceeding the fair market value of the Unit; or

(5) Any similar extenuating situation approved by the Board of Directors.

C. Procedures for Leasing. The leasing of Units shall conform to the following additional provisions:

**Section 8.** Rights of First Mortgagees. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units or Common Elements.

**Section 9.** Notification to Mortgagees and Guarantors. The Association shall give the holder of any first mortgage and any guarantors of the mortgage covering any Unit timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

## **ARTICLE VI RESTRICTIONS**

### **Section 1.** Use of Unit.

A. Single Family Use. No Unit shall be used for other than single-family residential purposes as defined by Township of Macomb Zoning Ordinances, and the Common Elements shall be used only for purposes consistent with such use. No Co-owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, including without limitation for profit or nonprofit day care, adult foster care, nursing facilities, transitional housing and similar enterprises; provided, however, that Co-owners shall be allowed to have home offices in their Units so long as the same (1) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Condominium, (2) do not utilize or involve the presence of any employees within the Unit other than the individual Co-owner(s) and their families, (3) do not disturb other Co-owners, (4) do not involve additional expense to the Association (such as utility charges and insurance), and (5) do not violate any other provision or restriction contained in the Condominium Documents, (6) do not involve the storage of bulk goods for resale, and (7) do not constitute a violation of any ordinances or regulations of the Township of Macomb.

B. Occupancy Restrictions. The number of persons allowed to occupy or reside in any Unit shall be governed by the restrictions and regulations of the Building Officials and Code Administrators National Property Maintenance Code or such other codes or ordinances that may be adopted by the Township of Macomb from time to time governing occupancy. Such restrictions shall automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by the Township of Macomb, such that the occupancy of all Units shall be in accordance with all Township of Macomb regulations at all times.

### **Section 2.** Leasing and Rental.

A. Right to Lease. A Co-owner may only lease a Unit within the Condominium if the Co-owner has followed the disclosure procedures contained in subsection C below and obtained the Board of Director's prior written approval as more fully set forth in this Section 2. With the exception of those Units under an approved lease as of the effective date of the Amended and Restated Consolidating Master Deed, the Board of Directors shall not grant approval if (1) the leasing of such Unit would result in any one person or entity (including affiliates or commonly owned entities) leasing more than 1 Unit at any given time, or (2) the leasing of such Unit would cause the total number of leased Units in the Condominium to exceed 5%. Co-owners who were permitted to lease their Units as of the effective date

(1) Disclosure. A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant, and shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Each Co-owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Association. If no lease form is to be used, then the Co-owner shall supply the Board with the name and address of the potential lessee or other occupants, along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed occupancy arrangement. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number. Notwithstanding anything to the contrary contained in Article XVI of these Bylaws, Co-owners who do not follow comply with the disclosure and submittal provisions contained in this Section shall be subject to a monetary fine in the amount of up to \$100.00 (or such other amount as may be established by the Board pursuant to duly adopted Rules and Regulations) to be assessed by the Association in accordance with the procedures set forth in Article XVI, Section 2 of these Amended and Restated Bylaws. Co-owners shall further supply a complete set of the Condominium Documents to all tenants and non-co-owner occupants and shall submit a receipt to the Association acknowledging that said documents have been received.

(2) Administrative Fee. The Board of Directors may charge such reasonable administrative fees for reviewing, approving and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II of these Amended and Restated Bylaws.

(3) Compliance with Condominium Documents. Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents.

(4) Default by Tenant. If the Association determines that a tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

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

(b) Time to Cure. The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged tenant or non-Co-owner occupant breach or advise the Association that a violation has not occurred.

(c) Remedies. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant, the non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner, tenant or non-Co-

owner occupants. The Co-owner shall be responsible for reimbursing the Association for all costs incurred as a result of a tenant's or non-Co-owner occupant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Condominium Documents.

(5) Notice to Pay Rent Directly to Association. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the Co-owner's tenant or non-Co-owner occupant and the tenant or non-Co-owner occupant after receiving the notice shall deduct from their rental payments to the Co-owner the arrearage and future assessments as they fall due and shall pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant or non-Co-owner occupant. If the tenant or non-Co-owner occupant, after being so notified, fails or refuses to remit rent to the Association that is otherwise due the Co-owner, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements, (2) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (3) initiate proceedings pursuant to Section 112(4)(b) of the Condominium Act.

D. Lender Exception. Notwithstanding anything to the contrary and except for the prohibition on transient tenancies, first mortgage lenders or first mortgagee guarantors in possession of a Unit following a default of a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure shall not be subject to the restrictions contained in this Article VI, Section 2A and which relate to the term of any lease or rental agreement.

E. Department of Veterans Affairs Exception. To the extent that any provision set forth in the Master Deed and Bylaws, as amended, regarding leasing and a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

- (1) Encumbered by DVA Financing; or
- (2) Owned by the Department of Veterans Affairs.

F. Rent Loss Insurance Coverage. Those Co-owners that rent their Unit are advised to obtain insurance coverage for reimbursement of rental income that may be lost while the Unit is being repaired, rebuilt or is otherwise not capable of being occupied. The Association shall have absolutely no responsibility for obtaining such coverage and Co-owners shall have absolutely no claim against the Association for lost rental income. Tenants of Co-owners are required to maintain renters' insurance coverage for not only personal property and alternative living expenses, but also for personal liability with coverage in the minimum amount of three hundred thousand dollars (\$300,000.00) for a single occurrence or such other amount as may be established by the Board pursuant to duly adopted Rules and Regulations.

### **Section 3.     Alterations and Modifications.**

A.     Approvals Required. No Co-owner shall commence or make alterations in exterior appearance or make structural modifications to any Unit including interior walls through or in which there exist easements for support or utilities or make changes in the appearance or use of any of the Common Elements, Limited or General, including but not limited to, exterior painting, replacement of windows or doors, or the erection of lights, awnings, shutters, newspaper holders, mailboxes, spas, hot tubs, decks, patios, structures, fences, walls or other exterior attachments or modifications, until plans and specifications acceptable to the Board showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement shall have first been submitted to and approved in writing by the Association, and a copy of such plans and specifications, as finally approved, delivered to the Board. The Board shall have the right to refuse to approve any such plans or specifications that are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon such plans and specifications 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 be constructed, and the degree of harmony with the Condominium as a whole. In the event that any application for changes are approved by the Board of Directors, such approval shall be subject to a recordable, written undertaking by the Co-owner acknowledging that installation, maintenance and insuring of all of the improvements are to be at the Co-owner's sole expense, and any successors of the Co-owner. The Board of Directors shall have the right in its discretion to require a Co-owner to complete the installation of any approved improvements or modifications by a date certain. Any modifications or alterations performed by a Co-owner pursuant to this Section shall, if applicable, be performed by licensed and insured contractors and in accordance with all applicable governmental regulations and ordinances, including the requirement that proper permits be applied for and issued by appropriate governmental agencies. The provisions contained in this subsection (A) are subject to the applicable provisions of the Condominium Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Condominium Act at MCL 559.147a, as may be amended from time to time.

B.     Sound Conditioning. A Co-owner shall not damage, attach anything to, or alter walls between Units so as to compromise sound conditioning.

C.     Installation of Antennas/Satellite Dishes. The installation of antennas, direct broadcast satellites and other technologies regulated by the Federal Communications Commission shall be in accordance with duly promulgated rules and regulations of the Association, which shall at all times be construed so as not to violate applicable FCC regulations.

D.     Association Access to Common Elements. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meters, sump pump, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation has been approved in accordance with the Condominium Documents, that are damaged in the course of



gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

**Section 4.**     Conduct upon the Condominium. No harmful, improper or unlawful activity, including, without limitation, speeding or other vehicular infractions, shall be engaged in on or upon the Common Elements, Limited or General, or any Unit, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried upon the Common Elements or any Unit. There shall not be maintained any device or thing of any sort whose normal activities or existence is in any way harmful, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units. The Board of Directors shall be the final arbiter of whether a particular device or thing is in violation of the foregoing restrictions. No Co-owner shall do or permit anything to be done or keep or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Board 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. All municipal codes and ordinances pertaining to the use of the Common Elements shall be followed at all times. No estate, yard or garage sales shall be conducted within the Condominium without the written permission of the Board of Directors.

**Section 5.**     Animals within the Condominium.

A.     Number and Type. No animal, including household pets, shall be kept or allowed on the Condominium, except for one (1) cat or one (1) dog, neither of which shall exceed twenty-five (25) pounds in weight. There shall be no Pit Bull Terriers due to their propensity for violence. Those Co-owners who are currently maintaining a Pit Bull Terrier or more than 1 dog or cat at the time these Amended and Restated Bylaws are adopted shall not be subject to the breed prohibition or pet number limitation of this Section so long as the other restrictions of this Section are followed and the existing pet(s) continue to reside in the Unit; provided, however, that at such time the existing pets no longer reside in the Unit, or the demise of said pet(s), such "grandfathered" rights shall cease. The term "animal" or "pet" as used in this section shall not include small animals, fish or birds that are constantly caged or in a tank. Exotic pets (i.e. rare or unusual animals or animals generally thought of as wild and not typically kept as a pet) are strictly prohibited.

B.     Restrictions Applicable to Pets; Responsibilities of Co-owners.

(1)     The Board of Directors may require that Co-owners register their pets with the Association before the pet may be maintained on or within the Condominium. The Board may require that any such registration include, among other things, a complete description of the pet, its name, the name and telephone number of the adult person responsible for the pet at all times, and the name, address and telephone number of the veterinarian or veterinary clinic which maintains the pet's health and immunization records, and a current picture.

(2)     No animals may be kept or bred for any commercial purpose. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions.

(3) No animal may be permitted to be housed outside of a Unit, in a pen or otherwise, nor shall pets be tied or restrained outside or be allowed to be loose upon the Common Elements. All pets shall be leashed when outdoors with the leash being held and controlled at all times by a responsible person and otherwise in accordance with any ordinances of the Township of Macomb that may apply.

(4) Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner, anywhere in the Condominium.

(5) No savage or dangerous animal of any type shall be kept and any Co-owner who causes or permits any animal to be brought, maintained or kept on the premises of the Condominium for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorney fees and costs, which the Association may sustain as a result of the presence of such animal on the Condominium, whether such animal is permitted or not, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II of these Amended and Restated Bylaws. No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements.

(6) The Association may charge Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium.

(7) All animals kept in accordance with this Section shall be licensed by the municipal agency having jurisdiction, and proof of the animal's shots shall be provided to the Association upon request.

C. Association Remedies. The Association may, after notice and hearing, without liability to the Association, remove or cause to be removed any animal from the Condominium that it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulation of the Association. The Association may adopt such additional reasonable rules and regulations with respect to animals, as it may deem proper.

**Section 6.** Use of Common Elements. Co-owners and other users of the Condominium shall not use the Common Elements, Limited or General, for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in these Bylaws or duly adopted rules and regulations of the Association. Trash receptacles shall be maintained at all times in areas designated by the Association 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. Trash shall be stored and handled in accordance with all applicable rules and regulations of the Association and Township of Macomb ordinances and Co-owners shall be responsible for the collection and proper disposal of trash (or the costs of the Association collecting and disposing of such trash) dispersed about the Common Elements, regardless of the reason. The Common Elements shall not be used for the drying or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner either in their Unit or upon the Common Elements, which detracts from or spoils the

appearance of the Condominium. No unsightly condition shall be maintained on or in any deck or porch, and only furniture and equipment consistent with ordinary deck or porch use shall be permitted to remain on these areas, and only during dates authorized by the Board of Directors in the Association's Rules and Regulations. All municipal ordinances pertaining to the use of the Common Elements shall be followed at all times.

**Section 7.**     Obstruction of Common Elements. Except as otherwise expressly permitted in the Condominium Documents, the Common Elements, including, without limitation, roads, driveways and sidewalks shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. Except as otherwise expressly permitted in the Condominium Documents, no bicycles, toys, baby carriages or other personal property may be left unattended on or about the Common Elements; provided, however, that furniture and equipment consistent with ordinary deck or porch use may be placed on decks or porches, as the case may be.

**Section 8.**     Vehicles upon the Condominium.

A.     Permitted Vehicles in General. Except as otherwise provided in this Section or in the Association's Rules and Regulations, only currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation), non-commercial pickup trucks, SUVs, and passenger vans not exceeding 21 feet in overall length, which are used as an occupant's primary means of transportation and not for any commercial purposes, may be parked in the Condominium, unless parked fully in a Unit garage with the door closed or except as otherwise provided in this Section. No house trailers, commercial vehicles (as defined in subsection C below), boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles or all-terrain vehicles shall be parked or stored in the Condominium.

B.     Temporary Presence. The Board of Directors shall have discretion to issue rules and regulations that provide for the temporary presence of the above enumerated recreational/leisure vehicles upon the Condominium for purposes such as loading and unloading. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of or to designate a parking area for such vehicles.

C.     Commercial Vehicles. Commercial vehicles shall not be parked in or about the Condominium (except as above provided) unless parked in an area specifically designated for such vehicles or trucks by the Association, or while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks, used for primary transportation, and no commercial purpose whatsoever, shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained in this Section. The Association shall not be responsible for any damages,

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

D. Standing Vehicles, Repairs. Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Condominium, other than inside a Co-owner's garage, without written permission of the Board of Directors. Nonemergency maintenance or repair of vehicles shall not be permitted on the Condominium, unless specifically approved by the Board of Directors. The Board of Directors may adopt Rules and Regulations controlling the washing of vehicles and garage floors, and any violation of said Rules and Regulations shall permit the Board to not only levy a monetary fine, but also assess any excess water consumption costs as the Board determines in its sole discretion against the responsible Co-owner and Unit under Article II of the Bylaws.

E. Parking Restrictions. Authorized vehicles must first be parked in the garage servicing the Unit, then in the Limited Common Element driveway servicing a Unit before street parking is utilized. Vehicles shall not be parked on the street in a manner to obstruct or hinder ingress or egress to Limited Common Element driveways. No parking of any vehicles is permitted in designated fire lanes, the driveway approach servicing Units 47 and 48 or in violation of duly promulgated rules and regulations of the Association. Vehicles shall not be parked in the street overnight without written permission from the Board of Directors. The Board of Directors shall adopt rules determining "overnight" hours. In the event of a snow emergency, as determined by the Board of Directors, all vehicles shall be removed from the street to allow snow plow access, and all residents shall cooperate with the Association and its snow removal contractor in moving vehicles to permit timely and efficient snow removal from driveways and sidewalks.

F. Association Rights. Subject to the notice location and content requirements of Section 252(k) of the 2004 Public Act 493 of the Michigan Compiled Laws, the Association may cause vehicles parked or stored in violation of this Section, or of any applicable rules and regulations of the Association, to be towed from the Condominium, and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II of these Amended and Restated Bylaws. In such cases, the Co-owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Condominium, and may levy fines for violations of such rules and regulations or this Section.

**Section 9.** Prohibition of Dangerous Items upon the Condominium. Except as otherwise set forth in the Association's rules and regulations as are published from time to time or as otherwise approved by the Board in writing, no Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of their family, any drones, firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium, nor shall any Co-owner use or permit to be brought onto the Condominium any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property. Skateboarding is expressly prohibited in the Condominium.

**Section 10.** Signs. No signs, notices, advertisements, pennants or flags, including "for sale" and "open house" signs (other than a U.S. flag no larger than 3' x 5'), shall be displayed which are visible

from the exterior of a Unit without written permission from the Association, unless the same are in complete conformance with duly adopted rules and regulations of the Association.

**Section 11. Rules and Regulations Consistent with Act.** The Board may make and amend from time to time reasonable rules and regulations consistent with the Condominium Act, the Amended and Restated Consolidating Master Deed, and these Amended and Restated Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium. The Association shall furnish to all Co-owners all such regulations and any amendments to the regulations and shall become effective as stated in such rule or regulation. 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 good standing.

**Section 12. Association Access to Units and Limited Common Elements.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements from time to time, during reasonable working hours, upon notice to the Co-owner, as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Each Co-owner shall provide the Association means of access to their Unit and any Limited Common Elements during all periods of absence and in the event the Co-owner fails to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances, including removing any obstructions or materials that restrict such access, and shall not be liable to such Co-owner for any damage to their Unit or any Limited Common Elements caused in gaining such access, or for repairing, replacing or reinstalling any removed obstructions or materials in gaining such access.

**Section 13. Landscaping and Decoration of Common Elements.** No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, furniture, implements, rocks or boulders, fencing or other decorative items upon the Common Elements, Limited or General, unless the same is in total conformance with the Association's rules and regulations on landscaping as are published from time to time or is otherwise approved by the Board in writing. Any landscaping approved by the Association shall be the responsibility of the Co-owner to maintain. In the event that such Co-owner fails to adequately maintain such landscaping to the Association's satisfaction, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost in the manner provided in Article II of these Amended and Restated Bylaws. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance, planting or continued maintenance of such landscaping.

**Section 14. Co-owner Maintenance of Unit and Common Elements.** Each Co-owner shall maintain their Unit and any Common Elements for which they have maintenance responsibility in a safe, clean and sanitary condition. All Units must have operational smoke detectors installed at all times. Co-owners shall implement reasonable precautionary maintenance and winterization measures with respect to any vacant Unit as the Board of Directors from time to time shall require. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to,

the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any Unit which serve or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of the Co-owner's Unit or any of the Common Elements or any other Unit by them, or their family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair and replace, unless such damages or costs are covered by primary insurance carried by the Association, in which case there shall be no such responsibility unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of these Amended and Restated Bylaws. Each individual Co-owner shall indemnify the Association against such damages and costs, including actual attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement as soon as it is discovered. The Association may assess and collect any costs or expenses incurred as a result of a Co-owner's failure to promptly report to the Association any Common Element which has been damaged or is otherwise in need of maintenance, repair or replacement, in the manner provided in Article II.

**Section 15.** Application of Restrictions to the Association. None of the restrictions contained in this Article VI or elsewhere in the Condominium Documents shall apply to the activities of the Association in furtherance of its powers and purposes set forth in the Condominium Documents or the Condominium Act.

**Section 16.** Cost of Enforcing Documents. Any and all costs, damages, fines, expenses or actual attorneys' fees incurred or levied by the Association in enforcing any of the provisions of the Condominium Documents against a Co-owner or their licensees or invitees, including without limitation the restrictions set forth in this Article VI, may be assessed to, secured by the statutory lien on the Unit and collected from the responsible Co-owner or Co-owners in the manner provided in Article II of these Amended and Restated Bylaws. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations, and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

**Section 17.** Approvals Revocable. All approvals given by the Association in accordance with these Bylaws shall be revocable and in the nature of a license, and can be withdrawn upon thirty (30) days written notice in the event of noncompliance with the conditions of such approval.

## **ARTICLE VII MORTGAGES**

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

**Section 2.** Notification to Mortgagee of Insurance Company. Upon written request submitted to the Association, the Association shall notify a mortgagee appearing in the Mortgages of Units book of the name of each company insuring the Common Elements against fire and perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

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

**Section 4.** Notification to Mortgagees and Guarantors. Upon written request submitted to the Association, any institutional holder of any mortgage or any guarantors of the mortgage covering any Unit shall be entitled to receive timely written notice of (i) any proposed action that requires the consent of a specified percentage of mortgagees, whether contained in the Amended and Restated Consolidating Master Deed or these Bylaws, (ii) any delinquency in the payment of assessments or other charges by a Co-owner that is not cured within sixty (60) days, and (iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

## **ARTICLE VIII MEMBERSHIP AND VOTING**

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

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

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

C. Co-owner Voting Designation. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Unit owned, provided that the Co-owner is in good standing. As used throughout the Condominium Documents, "good standing" means a Co-owner (or Director, as the case may be) who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of the Condominium Documents. Voting shall be by number. In the case of any Unit owned jointly by more than one Co-owner, the voting rights associated with that Unit may be exercised only jointly as a single vote.

D. Evidence of Ownership for Voting Purposes. No Co-owner shall be entitled to vote at any meeting of the Association until they have presented evidence of ownership of a Unit to the Association by way of a recorded Deed, recorded Land Contract or recorded Memorandum of Land Contract. The vote of each Co-owner may be cast only by the Co-owner or the individual representative designated by such Co-owner in the notice described in subsection E below, or by a proxy given by such Co-owner or individual representative.

E. Designation of Voting Representative. Each Co-owner may 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. The notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust or other entity that is the Co-owner. The Co-owner shall sign and date such notice. The Co-owner may change the individual representative designated at any time by filing a new notice in the manner provided in this subsection.

F. Quorum. The presence in person or by proxy of 25% of the Co-owners in good standing shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting such person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any Co-owner who participates by remote communication in an Association meeting, as provided in Article IX, Section 5 below, shall also be counted in determining the necessary quorum.

G. Voting. Votes may be cast in person, in writing duly signed by the Co-owner or designated voting representative, or by any other means allowed by the voting procedures adopted by the Board of Directors for a given vote. The Board of Directors may permit the casting of votes and proxies by mail, fax, delivery, electronic transmission. Any proxies, written votes or other votes cast by means allowed hereunder must be filed with the Secretary of the Association or the Association's management agent at or before the appointed time of each Association meeting or voting deadline if no meeting held. As used in these Bylaws, "electronic transmission" means transmission by any method authorized by the person receiving such transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process. Cumulative voting is not permitted. The designee of a proxy shall not assign the proxy.

H. Majority. Unless otherwise provided, any action that could be authorized at an Association meeting or by written vote shall be authorized by the vote of a simple majority of those Co-owners in good standing.

I. Action without Meeting. Any action that may be taken at an Association meeting (except for voting on questions or proposals where the full question, proposal or choice is not yet known) may be taken without a meeting by written vote or ballot of the Co-owners. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of Association meetings. Such solicitations shall specify: (a) the proposed action; (b) that the Co-owner has the opportunity to vote for or against any such proposed action; (c) the number of responses needed to meet the quorum requirements; (d) the percentage of approvals necessary to approve the action; and (e) the time by which written votes must be received in order to be counted. The form of written vote or ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Co-owner specifies a choice, the vote shall be cast in accordance with the Co-owner's specification. Approval by written vote or ballot shall be constituted by receipt, within the time period specified in the solicitation, of: (i) a number of written votes or ballots which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of



approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

**Section 2.** Records and Books of the Association. The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The Association's books shall be maintained in accordance with Section 57 of the Condominium Act. The non-privileged books, records, contracts, and financial statements concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours and at mutually convenient times, except that the Co-owner or mortgagee requesting the inspection shall be required to reimburse the Association for all costs incurred in monitoring any such inspection or preparing copies of documents inspected. The Association shall prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which shall be defined by the Association and which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement, provided that any Co-owner may receive a written financial statement upon request. The Association shall on an annual basis have its books, records and financial statements independently audited or reviewed by a certified public accountant, as defined in Section 720 of the occupational code (MCL 339.720); provided, however, that the Association may opt out of such certified audit or review on an annual basis by an affirmative vote of a majority of the Co-owners. Any audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. Any institutional holder of a first mortgage lien on any Unit shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year if requested in writing. The Association shall also maintain on file current copies of the Amended and Restated Consolidating Master Deed and any amendments to the Amended and Restated Consolidating Master Deed and all other Condominium Documents.

## **ARTICLE IX MEETINGS**

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

**Section 2.** Annual Meetings. The Association shall hold its annual meeting in the month of September each succeeding year at such date, time and place as the Board of Directors determines. The Board of Directors may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year. Written notice of each annual meeting, as well as any change in the date of the annual meeting, shall be given to all Co-owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual

meeting, there shall be elected by ballot or acclamation of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

**Section 3.** Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition presented to the Secretary of the Association that is signed by one third (1/3<sup>rd</sup>) of those Co-owners in good standing, which said meeting shall be called within thirty (30) days or receipt of a valid petition. Notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4.** Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve each Co-owner a notice of each annual or special meeting, stating the purpose as well as the time and place where it is to be held, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the Co-owner or representative of each Co-owner at the address shown in the notice filed with the Association pursuant to Article VIII, Section 1E of these Bylaws shall be deemed notice served. In lieu of the foregoing, such notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-owner is a resident of the Unit. Such notice may also be given by electronic transmission. Any Co-owner may, by written waiver of notice signed by such Co-owner, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

**Section 5.** Chairperson. A chairperson shall preside at each meeting of the Association. The chairperson shall be appointed by the Board of Directors. The chairperson at the meeting shall determine the order of business and has the authority to establish rules for the conduct of the meeting, so long as they are fair to the Co-Owners. The chairperson shall announce at the meeting when the polls close for each vote of the Co-owners, and if no announcement is made, the polls close on the final adjournment of the meeting. Once the polls have been closed, ballots, proxies and votes, and any revocations or changes thereof, shall not be accepted.

**Section 6.** Adjournment for Lack of Quorum. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The quorum for each subsequent meeting shall be reduced from 25% to 20% of all Co-owners in good standing.

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

**Section 8.** Record Date. The Board of Directors shall be entitled to establish a record date for purposes of determining which Co-owners are entitled to notice of and to vote at a meeting, notice of an adjournment of a meeting, and for the purposes of determining the Co-owners that are entitled to receive and to cast a ballot under MCL 450.2408. The record date shall not precede the date on which

the resolution fixing the record date is adopted by the Board. The record date shall not be more than sixty (60) or fewer than ten (10) days before the date of the meeting. If the vote is by ballot under MCL 450.2408 the record date shall not be more than sixty (60) or fewer than twenty (20) days before the last date on which the corporation must receive the ballots for them to be counted. If the record date is not fixed by the Board, the record date for determination of Co-owners entitled to notice of or to vote at a meeting of Co-owners is the close of business on the day next preceding the day on which notice is given, or if no notice is given, the day next preceding the day on which the meeting is held. If the vote is by ballot under MCL 450.2408, and a record date is not fixed, the record date for determination of which Co-owners are entitled to receive and cast a ballot is the close of business of the day next preceding the day which the Association provides the ballot to Co-owners under MCL 450.2408(1). If a determination of which Co-owners of record are entitled to notice of or to vote at a meeting of Co-owners is made under this Section, the determination applies to any adjournment of the meeting, unless the Board establishes a new record date under this Section.

## **ARTICLE X BOARD OF DIRECTORS**

**Section 1.** Qualification and Number of Directors. The affairs of the Association shall be governed by a Board of Directors all of whom must be Co-owners of Units in Farmbrooke Condominium in good standing, and who must reside in a Unit. A Co-owner "resides" in a Unit under this Section if a Unit is the primary residence of the Co-owner and the Co-owner lives at the Unit for a majority of the year. Any Director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director shall not be permitted to vote on any delinquency matter of another Co-owner, including matters that may affect the Director's own Unit. The Board shall consist of five (5) members. No two occupants of the same Unit may serve on the Board of Directors at the same time. Directors shall serve without compensation.

**Section 2.** Term of Directors. The respective terms of office for the Directors have been staggered based on election procedures previously adopted by the Association. In each year, either three or two Directors shall be elected for two-year terms depending on how many directorships expire that year. All Directors shall hold office until their successors have been elected and hold their first meeting.

**Section 3.** Powers and Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board of Directors shall be responsible specifically for the following:

A. Management and Administration. To manage and administer the affairs of and maintenance of the Condominium and the Common Elements, all to the extent set forth in the Condominium Documents.

B. Collecting Assessments. To collect assessments from the Co-owners and to use the proceeds for the purposes of the Association.

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

D. Rebuild Improvements. To rebuild improvements after casualty in the manner set forth in Article V.

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

F. Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit and any easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

G. Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than 50% of all Co-owners in good standing, except in the case of financing or refinancing of a Unit acquired through foreclosure of the statutory lien for unpaid assessments, which shall require no such approval.

H. Assign Right to Future Income. To assign its right to future income, including the right to receive Co-owner assessment payments.

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

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

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

L. Administrator. To do anything required of or permitted to the Association as administrator of the Condominium under the Condominium Documents.

M. General. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of the Condominium and the Association.

**Section 4.** Professional Management. The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to

perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Co-owners.

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

**Section 6.** Removal of Directors. The removal of directors shall be governed by the Restated Articles of Incorporation.

**Section 7.** First Meeting of New Board. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place and time as shall be fixed by the Directors at the meeting at which such Directors were elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the entire Board is present at such a meeting.

**Section 8.** Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors. At least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, or by mail, facsimile, electronically or telephone at least three (3) days prior to the date of the meeting, unless waived by such Director. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice.

**Section 9.** Special Meetings. Special meetings of the Board of Directors may be called by the president upon one (1) day notice to each Director, given personally, or by mail, facsimile, electronically or by telephone, which notice shall state the time, place and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of two Directors.

**Section 10.** Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing or orally, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. A Director's attendance at a Board meeting shall be deemed that Director's waiver of notice. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 11.** Quorum and Voting. The presence of a majority of the Directors then in office at a meeting shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which there is a quorum shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by remote communication, electronically or by any other method giving the remainder of the Board sufficient notice of the absent

Director's vote and position on any given matter. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. If a Director joins in the action of a meeting by signing and concurring in the minutes of that meeting, the Director shall be considered present for purposes of determining a quorum.

**Section 12.** Action without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid in the absence of a meeting if consented to in writing, including by electronic transmission, by a majority of the Board of Directors. Further, the presiding officer of the Association, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, such vote shall constitute valid action by the Board. The results of any vote along with the issue voted upon pursuant to this Section shall be noted in the minutes of the next Board meeting to take place.

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

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

**Section 15.** Fidelity Bond/Crime/Employee Dishonesty Insurance. The Board of Directors shall obtain fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds). The premiums for the foregoing shall be expenses of administration.

## **ARTICLE XI OFFICERS**

**Section 1.** Designation. The principal officers of the Association shall be a president, vice president, secretary and treasurer, all of whom shall be members of the Board of Directors. The Directors may appoint such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person.

**Section 2.** Appointment. The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.

**Section 3.** Removal. The Board of Directors may remove any officer either with or without cause, and the successor to the removed officer may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

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

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

**Section 6.** Secretary. The secretary shall keep the minutes of all Board and Association meetings, be responsible for maintaining a record of the minutes and of such books and other records as the Board of Directors may direct, and shall in general perform all duties incident to the office of the secretary.

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

## **ARTICLE XII FINANCES**

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

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

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

### **ARTICLE XIII INDEMNIFICATION**

**Section 1.**     Indemnification of Directors, Officers and Volunteers. The Association shall indemnify every Director, officer and volunteer of the Association against all expenses and liabilities, including reasonable attorney fees and amounts paid in settlement incurred by or imposed upon the Director, officer or volunteer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, to which the Director, officer or volunteer may be a party or in which they may become by reason of their being or having been a Director, officer or volunteer of the Association, whether or not they are a Director, officer or volunteer at the time such expenses are incurred, so long as the person acted in good faith and in a manner that they reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was lawful; provided, however, that the Association shall not indemnify any such person with respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association unless and only to the extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper. 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. The Board of Directors shall notify all Co-owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

**Section 2.**     Directors' and Officers' Insurance. The Association shall provide liability insurance for every Director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. No Director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided to a Director or officer is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms of this Article, a Director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 above or other applicable statutory indemnification.

### **ARTICLE XIV COMPLIANCE**

**Section 1.**     Compliance with Condominium Documents. 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 provisions of the Act and the Condominium Documents. In the event that such Amended and Restated Consolidating



Master Deed, these Amended and Restated Bylaws, or Restated Articles of Incorporation conflict with the provisions of any Statute, the Statute shall govern. If any provision of these Bylaws conflicts with any provision of the Amended and Restated Consolidating Master Deed, the Amended and Restated Consolidating Master Deed shall govern.

**Section 2.** Amendment. These Bylaws may be amended in accordance with the Act and the provisions of Article VIII of the Amended and Restated Consolidating Master Deed.

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

## **ARTICLE XV REMEDIES FOR DEFAULT**

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

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

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

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

in exercising this remedy shall be levied and collected from the responsible Co-owner in the manner provided in Article II of these Amended and Restated Bylaws.

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

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

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

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

## **ARTICLE XVI FINES**

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

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

A. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, electronic transmission, or personally delivered to the Co-owner or the representative of such Co-owner at the address as shown in the notice filed with the Association pursuant to Article VIII, Section 1E of these Bylaws.

B. Hearing and Decision. The offending Co-owner shall be provided a scheduled hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation. Except as otherwise determined by the Board, the hearing before the Board may be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 7 days from the date of the notice. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or in the event the Co-owner fails to appear at the scheduled hearing, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

**Section 3.** Fines. Upon violation of any of the provisions of the Condominium Documents and upon the decision of the Board as recited above, the following fines may be levied:

FIRST VIOLATION	No fine will be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation
SECOND VIOLATION	\$25.00 Fine
THIRD VIOLATION	\$50.00 Fine
FOURTH VIOLATION	\$100.00 Fine
AND ALL SUBSEQUENT VIOLATIONS	

The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes in such fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted rules and regulations of the Association promulgated in accordance with Article VI, Section 11 of these Bylaws. For purposes of this Section, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be an owner of a Unit or occupant of the Condominium, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues or in such intervals as may be set forth in the Association's rules and regulations. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents or the Condominium Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

**Section 4.** Collection of Fines. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be immediately due and payable. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article XV of these Amended and Restated Bylaws.

## **ARTICLE XVII SEVERABILITY**

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

any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants which are held to be partially invalid or unenforceable.

## CERTIFICATION

STATE OF MICHIGAN

)

) SS

COUNTY OF MACOMB

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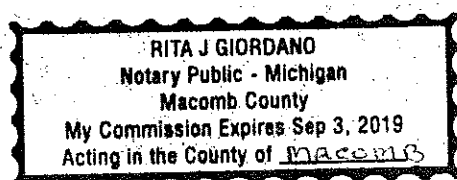
I, Dawn Amez, being first duly sworn, depose and state as follows:

1. That I am the managing agent for Farmbrooke Condominium Association, the corporation named in and which executed the Amended and Restated Consolidating Master Deed and Amended and Restated Condominium Bylaws of Farmbrooke Condominium.
2. That the Amended and Restated Consolidating Master Deed and Amended and Restated Condominium Bylaws of Farmbrooke Condominium were submitted to all Co-owners of Units in Farmbrooke Condominium for the purpose of voting on such documents, and that the Co-owners approved the documents by a vote of more than two-thirds of all Co-owners entitled to vote.
3. That the records of the Co-owner consents are currently maintained at the offices of Farmbrooke Condominium Association at 47200 Van Dyke, Shelby Township, MI 48317.

Dawn Amez  
Dawn Amez

Acknowledged, subscribed and sworn to before  
me this 27<sup>TH</sup> day of APRIL, 2018.

*Rita J. Giordano*  
 RITA J. GIORDANO Notary Public  
 MACOMB County, Michigan  
 Acting in MACOMB County  
 My Commission Expires:  
 9/3/2019



STATE OF MICHIGAN )  
 ) SS  
COUNTY OF MACOMB )

1. That I am the attorney for Farmbrooke Condominium Association, the Corporation named in and which executed the attached Amended and Restated Consolidating Master Deed and Amended and Restated Condominium Bylaws of Farmbrooke Condominium.
2. That our firm sent a copy of the Amended and Restated Consolidating Master Deed and Amended and Restated Condominium Bylaws of Farmbrooke Condominium and the ballot and notice required under Section 90A of the Michigan Condominium Act to all first mortgagees of record as listed in the records of the Macomb County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Consolidating Master Deed and Amended and Restated Condominium Bylaws of Farmbrooke Condominium.
3. That two-thirds (2/3<sup>rd</sup>s) of the first mortgagees consented to the Amended and Restated Consolidating Master Deed and Amended and Restated Condominium Bylaws of Farmbrooke Condominium in accordance with the provisions of Section 90A of the Michigan Condominium Act. The mortgagee consents will be maintained for a period of two years in Farmbrooke Condominium Association records located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.

Acknowledged, subscribed and sworn to before  
me this 3<sup>rd</sup> day of May, 2018.

MICHELLE E. ZENDER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Jun 23, 2018  
ACTING IN COUNTY OF Macomb