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LIBER 47583 PAGE 30
$238.00 MISC RECORDING
$4.00 REMONUMENTATION
11/07/2014 11:27:48 A.M. RECEIPT# 112705
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

Eighteenth Amendment to King's Cove Master Deed, OCC Sub. Plan No. 148

King's Cove is an Oakland County Condominium Subdivision, being Plan No. 148, according to the Master Deed recorded in Liber 10318, Pages 81 et seq., as amended by a First Amendment recorded in Liber 6290, Pages 845 through 880,; Second Amendment recorded in Liber 6377, Pages 88 through 117; Third Amendment recorded in Liber 6429, Pages 839 through 868; Fourth Amendment recorded in Liber 6445, Pages 46 through 64; Fifth Amendment recorded in Liber 6503; Pages 152 through 188; Sixth Amendment recorded in Liber 6651, Page 690; Seventh Amendment recorded in Liber 6837, Pages 344 through 370; Eighth Amendment recorded in Liber 7082, Pages 239 through 260; Ninth Amendment recorded in Liber 7175, Pages 448 through 475; Tenth Amendment recorded in Liber 7341, Pages 322 through 356; Eleventh Amendment recorded in Liber 7394, page 839; Twelfth Amendment recorded in Liber 7401, Pages 712 through 745; Thirteenth Amendment recorded in Liber 9828, Pages 631 through 641; Fourteenth Amendment recorded in Liber 14705, Pages 501 through 525; Fifteenth Amendment recorded in Liber 20218, Pages 203 through 214; Sixteenth Amendment recorded in Liber 20218, Pages 217 through 218; Seventeenth Amendment recorded in Liber 36826, Pages 390 through 413 inclusive, Oakland County Records. 15-03-301-000 CA

MCL 559.190 provides for amendment of the King's Cove Condominium Master Deed and Exhibit A by affirmative vote of two thirds of the qualified co-owners; and,

The Board of Directors of King's Cove Association is the duly created administrator of the affairs of King's Cove Condominium; and,

The Board of Directors of King's Cove Association is desirous to amend the Master Deed and Bylaws attached as Exhibit A to the Master Deed as amended, to effectuate approved amendments; and,

The requisite approval of the unit owners of units in King's Cove Condominium as required by MCL 559.190 has been obtained, and evidence is maintained in the Association records.

The requisite approval of the mortgagees of units in King's Cove Condominium as required by MCL 559.190(a) has been obtained through written ballot, and is maintained in the Association records.

Therefore, the Master Deed and Exhibit A, the Condominium Bylaws are amended as reflected in the Eighteenth Amendment to the Master Deed of King's Cove and Exhibit A, the 2014 Restated Condominium Bylaws attached hereto.

77P
R

O.K. - RC

Except as amended by the Eighteenth Amendment to the King's Cove Master Deed and Condominium Bylaws, the King's Cove Condominium Documents and Subdivision Plans as previously recorded remain unchanged and in full force and effect.

King's Cove Association
A Michigan Nonprofit Corporation

By: Richard F. Stinson
Richard Stinson
Its: President of the Board of Directors

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 30th day of October, 2014, the attached Eighteenth Amendment to the Master Deed of King's Cove Condominium and Exhibit A, the Condominium Bylaws was acknowledged before me, Richard Stinson, as President of the Board of Directors of King's Cove Association, a Michigan Nonprofit Corporation, on behalf of the Association, pursuant to the requisite approval of the general membership.

CAROL ANNE COOPER
Notary Public - Michigan
Macomb County
My Commission Expires Jul 16, 2019
Acting in the County of Oakland

______, Notary Public
State of Michigan, County of Macomb
My Commission Expires: July 16, 2019
Acting in the County of Oakland

Drafted By And When Recorded Return To:

SCHLOTTMAN & WAGNER, P.C.
Judi M. Schlottman (P35479)
43642 Elizabeth
Clinton Township, MI 48036
(586) 465-1330

kingscove(tb)resolution.eighteenthamendment

EIGHTEENTH AMENDMENT
TO
KING'S COVE MASTER DEED
(2014 RESTATEMENT OF AMENDED AND RESTATED MASTER DEED)
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN #148

This Eighteenth Amendment to the King's Cove Master Deed is made as required or permitted by the provisions of MCL 559.101 et seq. this 30th day of October, 2014, by King's Cove Association a Michigan Nonprofit Corporation (Association).

King's Cove, was established by recordation of the Master Deed on September 4, 1973, in Liber 6161, Pages 281 through 330, Oakland County Records, First Amendment recorded in Liber 6290, Pages 845 through 880,; Second Amendment recorded in Liber 6377, Pages 88 through 117; Third Amendment recorded in Liber 6429, Pages 839 through 868; Fourth Amendment recorded in Liber 6445, Pages 46 through 64; Fifth Amendment recorded in Liber 6503; Pages 152 through 188; Sixth Amendment recorded in Liber 6651, Page 690; Seventh Amendment recorded in Liber 6837, Pages 344 through 370; Eighth Amendment recorded in Liber 7082, Pages 239 through 260; Ninth Amendment recorded in Liber 7175, Pages 448 through 475; Tenth Amendment recorded in Liber 7341, Pages 322 through 356; Eleventh Amendment recorded in Liber 7394, page 839; Twelfth Amendment recorded in Liber 7401, Pages 712 through 745; Thirteenth Amendment recorded in Liber 9828, Pages 631 through 641; Fourteenth Amendment recorded in Liber 14705, Pages 501 through 525; Fifteenth Amendment recorded in Liber 20218, Pages 203 through 214; Sixteenth Amendment recorded in Liber 20218, Pages 217 through 218; Seventeenth Amendment recorded in Liber 36826, Pages 390 through 413 inclusive, Oakland County Records.

The Association by recording this 2014 Restatement of the Amended and Restated Master Deed, together with the Restated Condominium Bylaws attached as Exhibit "A" (The Condominium Subdivision Plans attached as Exhibit B to the 14th Amendment to the King's Cove Master Deed are incorporated without re-recording) reaffirms the establishment of the real property described below and all of the improvements now located on such real property and any appurtenances as a residential condominium complex per the Condominium Act. This 2014 Restatement of the Amended and Restated Master Deed is recorded with the consent of the Co-owners of units in the Condominium as required by the provisions of MCL 559.190 as amended.

The Association, by recording this 2014 Restatement of the Amended and Restated Master Deed declares that King's Cove shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used, subject to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this 2014 Restatement of the Amended and Restated Master Deed and Exhibit A, all of which run with the land described below and constitute both a benefit and a burden to all upon acquisition of an interest in the condominium.

This 2014 Restatement of the Amended and Restated Master Deed, and Exhibit A is intended to and does supersede all previous Master Deed amendments. In all other respects the Exhibit B Condominium Subdivision Plans as recorded previously remain in full force and effect.

ARTCLE I

TITLE AND NATURE

The Condominium Project shall be known as King's Cove, Oakland County Condominium Subdivision Plan No. 148. The architectural plans for the project were approved by the Township of Avon, Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit are set forth completely in the Condominium Subdivision Plans attached as Exhibit "B" to the 14th Amendment. Each building contains individual units for residential purposes and each unit has its own entrance from and exit to the Common Elements. Each Co-owner has an exclusive right to his unit and undivided and inseparable rights to share Common Elements with other Co-owners of the Complex.

ARTICLE II

LEGAL DESCRIPTION

The land initially submitted to the Condominium Project established by this Master Deed is particularly described as follows:

Part of the Southwest 1/4 of Section 3, T.3N., R.11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant N. 88° 00'00"W. 923.34 feet, and N. 26° 04'02"W. 1592.00 feet from the South 1/4 Corner of Section 3, T.3N., R.11 E., and proceeding thence N. 26° 04.'02"W. 1682.00 feet, thence S. 87° 36'10"E. 760.00 feet, thence S. 13° 21'07"E. 38.08 feet, thence along a curve to the left, Radius 265.00 ft. An Arc Distance of 615.51 feet, central angle 143° 23'50"chord bearing N. 20° 41'55"W. A distance of 503.19 feet, thence S. 51° 00'00"E. 92.00 ft. thence along a Curve to the Right, Radius 410.00 ft. An Arc Distance of 322.01 feet, central angle 45° 00'00", Chord bearing N. 28° 30'00"W. A distance of 313.80 feet, thence S. 06° 00'00"E. 155.00 feet, thence along a curve to the left, Radius 450.00 ft. An Arc Distance of 431.97 feet, central angle 55° 00'00", chord bearing N. 33° 30'00"W. A distance of 415.57 feet, thence along a curve to the Right, radius 200.00 ft. An Arc Distance of 180.35 feet, central angle 51 ° 40'00"chord bearing N. 35° 10'00"W. a Distance of 174.30 feet, thence along a curve to the left, Radius 372.32 ft. an Arc Distance of 25.00 feet, central angle 03° 50'24", chord bearing S. 11° 65'12"E. A distance of 24.95 feet, thence N. 86° 37' 54" W. 471.65 feet to the point of beginning, containing 649,235 square feet. Subject to Easements of Record, and including an ingress-egress easement.

The land added to the Condominium Project by the First Amendment is more particularly described as follows:

Part of the Southwest 1 /4 Section 3, T.3N., R.11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 830.00 feet from the South 1 /4 corner of Section 3, T.3N., R.11 E., and proceeding thence North 26 degrees 04 minutes 02 seconds West 336.00 feet; thence North 71 degrees 06 minutes 19 seconds East 280.88 feet; thence North 49 degrees 11 minutes 20 seconds East 143.94 feet; thence along a curve to the left Radius 372.32 feet, an arc distance of 161.24 feet; thence South 68 degrees 00 minutes 00 seconds East 48.07 feet; thence South 22 degrees 00 minutes 00 seconds West 144.85 feet; thence South 55 degrees 03 minutes 03 seconds West 426.21 feet to the point of beginning. Containing 133,025 square feet. Subject to easements of record; and part of the Southwest 1 /4 of Section 3, T.3N., R.11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 1166.00 feet from the South 1 /4 corner of Section.3, T.3N., R.11 E., and proceeding thence North 26 degrees 04 minutes 02 seconds West 426.00 feet; thence South 86 degrees 37 minutes 54 seconds East 471.65 feet; thence along a curve to the left Radius 372.32 feet, an arc distance of 195.00 feet; thence South 49 degrees 11 minutes 20 seconds West 143.94 feet; thence South 71 degrees 06 minutes 19 seconds West 280.88 feet to the point of beginning. Subject to easements of record. Containing 133,659 square feet.

The land added to the Condominium Project by the Second Amendment is more particularly described as follows:

Part of the Southwest 1 /4 of Section 3, T. 3 N.; R. 11 E., Rochester Hills, Oakland County, Michigan described as beginning at a point distant N. 88° 00'00"W. 923.34 feet and N. 26° 04' 02" W. 3,274.00 feet and S. 87° 36' 10"E. 760.00 feet and S. 13° 21'07" E. 75.00 feet and S. 54° 03' 19" E. 36.72 feet and S. 54° 03' 19" E. 19.28 feet and S. 30° 37'27" E. 194.32 feet and S. 14° 24' 54" W. 49.00 feet and S. 30° 09'01"E. 54.08 feet and S. 78° 33'52"E. 270.85 feet and S. 12° 00'00"W. 175.00 feet and S. 45° 15' 07" E. 125.90 feet and S. 36° 00' 00"W. 80.00 feet and S. 13° 18' 58" W. 110.49 feet and S. 26° 48'42" E. 78.80 feet from the South 1 /4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence S. 26° 48'42"E. 93.00 feet; thence S. 12° 30'00"W. 95.00 feet; thence S. 37° 30'00"E. 105.00 feet; thence S. 29° 00'00"W. 65.98 feet; thence along a curve to the right, radius 100.83 feet, an arc distance of 158.38 feet, central angle 90° 00'00", chord 142.59 feet, chord bearing S. 73° 59'57"W.; thence along a curve to the right, radius 390.00 feet, an arc distance of 403.17 feet, central angle 55° 00'00", chord 380.17 feet, chord bearing N. 33° 30'00"W.; thence N. 78° 50'32"E. 287.98 feet to the point of beginning, subject to easements of record; and

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant N. 88° 00'00"W. 923.34 feet and N. 26° 04' 02" W. 830.00 feet and N. 55° 03' 03"East 75.00 feet from the S. 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence N. 55° 03'03"East 351.21 feet; thence S. 68° 00'00"East 360.00 feet; thence N. 16° 39'54"East 101.85 feet; thence along a curve to the right R. 333.00 feet an arc distance of 234.97 feet; thence S. 02"01'12"West 113.00 feet; thence along a curve to the right R. 430.00 feet an arc distance of 403.00 feet; thence S. 55° 47'53"West 20.00 feet; thence N. 07° 56'18"East 115.00 feet; thence N. 36° 05'58"West 55.00 feet; thence N. 68° 30'00"West 155.00 feet; thence N. 53° 29'25"West 370.00 feet; thence N. 33° 41'08"West 100.05 feet to the point of beginning, subject to easements of record.

The land added to the Condominium Project by the Third Amendment is more particularly described as follows:

Part of the Southwest 1 /4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant N. 88° 00'00"W. 923.34 feet and N. 26° 04'02"W. 3274.00 feet and S. 87° 36'10"E. 760.00 feet and S. 13° 21'07"E. 75.00 feet and S. 54° 03'19"E. 36.72 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence S. 54° 03'19"E. 19.28 feet; thence S. 30° 37'27"E. 194.32 feet; thence S. 14° 24'54"W. 49.00 feet; thence S. 39° 29' 01" W. 254.22 feet; thence N. 51° 00'00"W. 92.00 feet; thence along a curve to the right, radius 205.00 feet, an arc distance of 506.23 feet, central angle 143° 23'50", chord 387.06 feet, chord bearing N. 19° 44'44"E. to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Fourth Amendment is more particularly described as follows:

Part of the Southwest 1 /4 of Section 3, T. 3 N., R. 11 E., Rochester Hills. Oakland County, Michigan, described as beginning at a point distant North 8S degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 830.00 feet and North 55 degrees 03 minutes 03 seconds East 426.21 feet from the South 1 /4 corner of Section 3, T. 3 N., R. 11 E., and proceeding then North 22 degrees 00 minutes 00 seconds East 144.85 feet: thence South 68 degrees 00, minutes 00 seconds East 186.09 feet; thence along a curve to the right Radius 333.00 feet. an are distance of 171.99 feet; thence South 16 degrees 39 minutes 54 seconds West 101.85 feet: thence North 68 degrees 00 minutes 00 seconds West 360.00 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Fifth Amendment is more particularly described as follows:

Part of the Southwest 1 /4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 3274.00 feet and South 87 degrees 36 minutes 10 seconds East 760.00 feet and South 13 degrees 21 minutes 07 seconds East 75.00 feet and South 54 degrees 03 minutes 19 seconds East 56.00 feet and South 30 degrees 37 minutes 27 seconds East 194.32 feet and South 14 degrees 24 minutes 54 seconds West 49.00 feet from the South 1 /4 corner of said Section 3, T. 3 N., R. 11 E., and proceeding thence South 30 degrees 09 minutes 01 second East 54.08 feet; thence South 78 degrees 33 minutes 52 seconds East 270.85 feet; thence South 11 degrees 29 minutes 00 seconds West 182.76 feet; thence South 45 degrees 15 minutes 07 seconds East 125.90 feet; thence South 36 degrees 00 minutes 00 seconds West 80.00 feet; thence South 13 degrees 18 minutes 57 seconds West 110.49feet; thence South 26 degrees 48 minutes 42 seconds East 78.80 feet; thence South 78 degrees 50 minutes 32 seconds West 287.98 feet; thence North 06 degrees 00 minutes 00 seconds West 155.00 feet; thence along a curve to the left Radius 470.00 feet, central angle of 45 degrees 00 minutes 00 seconds, arc distance of 369.14 feet, chord distance 359.72 feet bearing North 28 degrees 30 minutes 00 seconds West; thence North 39 degrees 29 minutes 01 second East 254.22 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Seventh Amendment is more particularly described as follows:

Part of the Southwest 1 /4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 ft. and North 02 degrees 01 minutes 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 00 minutes 00 seconds West 260.00 feet; thence South 36 degrees 26 minutes 42 seconds West 192.40 feet; thence along a curve to the right' radius 312.32 feet, an arc distance of 285.05 feet, central angle 52 degrees 17 minutes 33 seconds, chord bearing North 35 degrees 28 minutes 47 seconds West, chord distance 275.26 feet; thence along a curve to the right, radius 200.00 feet, an arc distance of 133.81 feet, central angle 38 degrees 20 minutes 00 seconds, chord bearing North 09 degrees 50 minutes 00 seconds East, chord distance 131.33 feet; thence North 29 degrees 00 minutes 00 seconds East 141.50 feet; thence along a curve to the right, radius 679.00 feet, an arc distance of 288.00 feet, central angle 24 degrees 18 minutes 08 seconds, chord bearing , North 41 degrees 09 minutes 04 seconds East, chord distance 285.85 feet; thence South 39 degrees 45 minutes 40 seconds East 100.84 feet; thence South 34 degrees 00 minutes 00 seconds West 78.00 feet; thence South 55 degrees 30 minutes 00 seconds East 287.00 feet; thence South 32 degrees 00 minutes 00 seconds West 90.00 feet; thence South 21 degrees 04 minutes 00 seconds East 110.00 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Eighth Amendment is more particularly described as follows: Part of the Southwest 1 /4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minutes 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes OR seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet and North 21 degrees 04 minutes 00 seconds West 110.00 feet from the South 1 /4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 00 minutes 00 seconds West 105.00 feet; thence North 29 degrees 17 minutes 38 seconds West 104.00 feet; thence due West 127.00 feet; thence North 66 degrees 42 minutes. 44 seconds West 152.72 feet; thence North 29 degrees 00 minutes 00 seconds East 40.00 feet; thence along a curve to the right radius 670.00 feet an arc distance of 288.00 feet, central angle 24 degrees 37 minutes 43 seconds chord hearing North 41 degrees 18 minutes 52 seconds East chord distance 285.79 feet; thence South 39 degrees 43 minutes 24 seconds East 100.03 feet; thence South 34 degrees 00 minutes 00 seconds West 78.00 feet; the South 55 degrees 30 minutes 00 seconds East 287.00 feet; thence South 32 degrees 00 minutes 00 seconds West 90.00 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Ninth Amendment is more particularly described as follows:

Part of the Southwest 1 /4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minute 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet and North 21 degrees 04 minutes 00 seconds West 110.00 feet and North 32 degrees 00 minutes 00 seconds East 90.00 feet from the South 1 /4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence North 55 degrees 30 minutes 00 seconds West 287.00 feet; thence North 34 degrees 00 minutes 00 seconds East 78.00 feet; thence North 39 degrees 43 minutes 24 seconds West 100.03 feet; thence along a curve to the right radius 670.00 feet, an arc distance of 267.45 feet, central angle 22 degrees 52 minutes 16 seconds, chord 265.68 feet, chord bearing North 65 degrees 03 minutes 51 seconds East; thence along a curve to the left radius 290.00 feet, an arc distance of 128.53 feet, central angle 25 degrees 23 minutes 38 seconds, chord 127.48 feet, chord bearing North 63 degrees 41 minutes 13 seconds East; thence South 48 degrees 57 minutes 07 seconds East 69.24 feet; thence South 31 degrees 27 minutes 25 seconds East 78.96 feet; thence South 33 degrees 07 minutes 40 seconds West 88.31 feet; thence South 11 degrees 39 minutes 46 seconds West 89.48 feet; thence South 32 degrees 00 minutes 00 seconds West 322.50 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Tenth Amendment is more particularly described as follows:

Part of the Southwest 1 /4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 3274.00 feet and South 87 degrees 36 minutes 10 seconds East 760.00 feet and South 13 degrees 21 minutes 07 seconds East 75.00 feet and South 54 degrees 03 minutes 19 seconds East 36.72 feet and South 54 degrees 03 minutes 19 seconds East 19.28 feet and South 30 degrees 37 minutes 27 seconds East 194.32 feet and South 14 degrees 24 minutes 54 seconds West 49.00 feet; and South 30 degrees 09 minutes 01 second East 54.08 feet and South 78 degrees 33 minutes 52 seconds East 270.85 feet from the South 1 /4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 33 minutes 52 seconds East 20.00 feet; thence North 78 degrees 35 minutes 25 seconds East 139.94 feet; thence South 85 degrees 44 minutes 34 seconds East 127.66 feet; thence South 40 degrees 42 minutes 07 seconds East 46.67 feet; thence South 85 degrees 44 minutes 34 seconds East 113.08 feet; thence South 15 degrees 58 minutes 28 seconds East 285.63 feet; thence South 89 degrees 28 minutes 05 seconds East 120.05 feet; thence South 48 degrees 57 minutes 07 seconds East 44.28 feet; thence along a curve to the right radius 230.00 feet, central angle 23 degrees 05 minutes 41 seconds an arc distance of 91.25 feet, chord 90.65 feet, chord bearing South 65 degrees 08 minutes 01 seconds East; thence along a curve to the left radius 730.00 feet, central angle 47 degrees 30 minutes 00 seconds an arc distance of 605.19 feet, chord 588.01 feet, chord bearing North 52 degrees 4:' minutes 00 seconds East; thence North 37 degrees 30 minutes 00 seconds West 105.00 feet; thence North 12 degrees 30 minutes 00 seconds East 95.00 feet; thence North 26 degrees 48 minutes 42 seconds West 171.80 feet; thence North 13 degrees 18 minutes 57 seconds East 110.49 feet; thence North 36 degrees 00 minutes 00 seconds East 80.00 feet; thence North 45 degrees 15 minutes 07 seconds West 125.90 feet; thence North 11 degrees 29 minutes 00 seconds East 182.76 feet to the point of beginning. Subject to easements of record.

ALSO

Part of the Southwest 1 /4 of Section 3, T. 3 N., R. 11 E., Rochester Hills Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minute 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet from the South 1 /4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 38 degrees 43 minutes 51 seconds West 147.95 feet; thence along a curve to the left radius 393.00 feet, an arc distance of 166.99 feet, central angle 24 degrees 20 minutes 44 seconds chord bearing North 55 degrees 09 minutes 45 seconds West chord distance 165.74 feet; thence North 68 degrees 00 minutes 00 seconds West 234.16 feet; thence along a curve to the right radius 312.32 feet, an arc distance of 34.74 feet; thence North 36 degrees 26 minutes 42 seconds East 192.40 feet; thence North 78 degrees 00 minutes 00 seconds East 260.00 feet; thence South 21 degrees 04 minutes 00 seconds East 128.50 feet; thence South 19 degrees 46 minutes 14 seconds East 180.40 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Twelfth Amendment is more particularly described as follows:

Part of the Southwest 1 /4 of Section 3, Town 3 North, Range 11 East, Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West, 923.34 feet and North 26 degrees 04 minutes 02 seconds West 68.00 feet from the South 1/4 corner of Section 3, Town 3 North, Range 11 East, and proceeding thence North 26 degrees 04 minutes 02 seconds West 762.00 feet; thence North 55 degrees 03 minutes 03 seconds East 75.00 feet; thence South 33 degrees 41 minutes 08 seconds East 101.05 feet; thence South 53 degrees 29 minutes 25 seconds East 370.00 feet; thence South 68 degrees 30 minutes 00 seconds East 155.00 feet; thence South 36 degrees 05 minutes 58 seconds East 55.00 feet; thence South 07 degrees 56 minutes 18 seconds West 115.00 feet; thence South 55 degrees 47 minutes 53 seconds West 39.14 feet; thence along a curve to the left radius 202.32 feet, an arc distance of 189.96 feet; thence South 02 degrees 00 minutes 00 seconds West 30.00 feet; thence North 88 degrees 00 minutes 00 seconds West 118.99 feet to the point of beginning. Containing 171,483.2 square feet. Subject to easements of record.

AND ALSO, a part of the Southwest 1 /4 of Section 3, Town 3 North, Range 11 East, Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minutes 12 seconds East 60.00 feet from the South 1 /4 corner of Section 3, Town 3 North, Range 11 East and proceeding thence North 88 degrees 00 minutes 00 seconds West 294.37 feet; thence North 02 degrees 00 minutes 00 seconds East 30.00 feet; thence along a curve to the right radius 185.60 feet, an arc distance of 174.27 feet; thence along a curve to the left radius 490.00 feet, an arc distance of 459.92 feet thence North 02 degrees 01 minutes 12 seconds East 113.00 feet; thence along a curve to the left radius 393.00 feet, an arc distance of 313.28 feet; thence N. 38 degrees 43 minutes 51 seconds East 147.95 feet; thence South 66 degrees 36 minutes 08 seconds East 34.75 feet; thence South 29 degrees 15 minutes 55 seconds East 71.11 feet; thence South 45 degrees 24 minutes 26 seconds West 45.22 feet; thence South 03 degrees 46 minutes 44 seconds East, 69.34 feet; thence South 40 degrees 11 minutes 10 seconds East, 90.90 feet; thence Soutn 09 degrees 13 minutes 10 seconds East, 47.22 feet; thence South 40 degrees 22 minutes 20 seconds West 108.73 feet; thence South 02 degrees 01 minutes 12 seconds West 773.50 feet to the point of beginning.

ARTICLE III

DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are used not only in this 2014 Restatement of the Amended and Restated Master Deed of King's Cove, but are or may be used in various other instruments such as the Articles of Incorporation, Corporate Bylaws and Rules and Regulations of King's Cove Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in King's Cove, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms shall be defined as follows:

Section 2. Act. The "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, being MCL 559.101 et seq. as amended.

Section 3. Association. "Association" or "Association of Co-owners" means King's Cove Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners are members by virtue of ownership of a unit in the Condominium Complex. The corporation shall administer, operate, manage and maintain the Condominium. 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.

Section 4. Bylaws. "Bylaws" or "Condominium Bylaws" means Exhibit A to the 2014 Restatement of the Amended and Restated Master Deed of King's Cove (2005). The Bylaws state the substantive rights and responsibilities of the Co-owners.

Section 5. Common Elements. "Common Elements", used without modification, means both the General and Limited Common Elements described in this 2014 Restatement of the King's Cove Amended and Restated Master Deed and as existing on the effective date of this Amendment.

Section 6. Condominium Documents. "Condominium Documents" means the King's Cove Amended and Restated Master Deed, this recorded 2014 Restatement of such Master Deed and Exhibit A, the King's Cove Restated Condominium Bylaws, the original Subdivision Plans, the Corporate Bylaws, the Articles of Incorporation, Rules and Regulations and any other instrument referred to in these documents, or any other recorded documents which affect the rights and obligations of a Co-owner or other parties of the Condominium.

Section 7. Condominium Premises. "Condominium Premises" means and includes the land comprising King's Cove Condominium and the buildings, all improvements and structures, and all easements, rights of way, licenses and appurtenances belonging to King's Cove.

Section 8. Community, Complex or Condominium. "Community", "Complex" or "Condominium" means King's Cove as a recorded Condominium Subdivision.

Section 9. Condominium Subdivision Plans. "Condominium Subdivision Plans" means the recorded subdivision plans for King's Cove Condominium.

Section 10. Control Date. "Control Date" means the date on which a proposed amendment to the Condominium Documents is approved by the requisite number of Co-owners.

Section 11. Co-owner or Owner. "Co-owner or Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination, who or which owns a Condominium unit within the Condominium Premises, and may include a land contract vendee, or the trustee of a revocable living trust. When the term Co-owner or Owner is used in the Condominium Documents regarding the observance or performance of obligations or conditions, the terms refer to any person having an interest in the use or occupancy of a unit or entering upon the Condominium Premises. These persons include Co-owners, family members, guests, licensees, invitees, tenants, lessees, land contract vendees or vendors, employees, contractors, or agents, heirs, assigns and personal representatives or administrators.

Section 12. Corporate Bylaws. "Corporate Bylaws" means the Bylaws adopted per the Nonprofit Corporation Act, MCL 450.2101 et seq., which govern the procedures of the Association as a corporate entity.

Section 13. Default or Co-owner Fault. "Default or Co-owner Fault" means those circumstances as determined by the Board of Directors of the Association constituting a Co-owner's act of commission or omission (including by example but without limitation, negligence, mistake, misuse, neglect, misfeasance, malfeasance or nonfeasance) or noncompliance regarding any provision of the Condominium Documents, or the written directives or requests of the Board of Directors. The term Co-owner includes persons or entities claiming through a Co-owner or in connection with a Co-owner. The term "Default" includes the failure to pay mortgages, taxes or any other obligation of unit ownership or the incurring of liens or forfeitures which impact or jeopardize the health, safety, welfare, financial interest or aesthetics of the Complex.

Section 14. Limited Common Elements. "Limited Common Elements" means a portion of the Common Elements reserved in the 2014 Restatement of the Amended and Restated Master Deed for the exclusive use of less than all of the Co-owners, or which in fact services less than all of the Co-owners of the Association, whether or not the Master Deed so states.

Section 15. Percentage of Value. "Percentage of Value" has the meaning as stated in MCL 559.101 et seq, and as stated in Article V of the 2014 Restatement to the Amended and Restated Master Deed.

Section 16. Purchaser. "Purchaser" means each natural person or entity which acquires an interest in the title to a unit by virtue of a conveyance, transfer, assignment, Sheriff's Deed or by operation of law.

Section 17. Person. "Person" means an individual, firm, corporation, partnership, association, trust, the State, or an agency of the State, or any other legal entity or combination of legal entities as defined by Michigan law.

Section 18. Qualified Co-owner. "Qualified Co-owner" means a unit owner whose assessment and all other payment obligations to the Association are not in arrears and who is not in default as defined in Section 13 of this Article.

Section 19. Record. "Record" means to record as provided by Michigan law relating to the recording of deeds or other evidences of title or any interest in a unit or the Condominium subject to applicable provisions of the Condominium Act.

Section 20. Record Date. The "record date" for voting purposes is the date sixty-one days prior to a transaction (whether the transaction is a meeting date, a nomination date or ballot return date) by which a person must have acquired title to or an interest in a unit to be entitled to notice and the right to vote.

Section 21. Resident Owner. The term "resident owner" means a Co-owner who maintains a unit within the Condominium Community as the primary residence.

Section 22. Unit or Condominium Unit. "Unit" or "Condominium Unit" means the portion of the Condominium Premises designated and intended for separate ownership and residential use.

For purposes of these definitions, whenever any reference is made to one gender, it includes a reference to any and all genders where appropriate; similarly, whenever a reference is made to the singular, the reference includes the plural where appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Complex described below and in Exhibit "B" attached to the Master Deed and certain amendments and the respective responsibilities for maintenance, decoration, insurance, repair and replacement of such Common Elements are as follows:

A. The General Common Elements are:

1. The land described in Article II, including driveways, streets, roads, sidewalks and all unassigned parking spaces, together with and subject to certain easements, some of which are described generally in Article VI of this 2014 Restatement;

2. The electrical wiring network throughout the Complex to the point of connection with but not including plugs, switches and wall/ceiling mounted lighting;

3. The gas line network throughout the Complex, including that contained within unit walls up to the point of entry to the unit. Natural gas for certain buildings is metered to each such building, and the expense shall be paid in the first instance by the Association and rebilled to each Co-owner in such buildings on a pro rata basis computed by dividing each such Co-owner's percentage of value by the combined percentages of value for the units in all the buildings so metered and multiplying the resulting percentage times the total gas bills for buildings so metered. Natural gas for the units in certain other buildings is individually metered to each unit and each Co-owner in such building shall separately pay for natural gas as billed by the utility company. The purpose of this provision is to clarify the obligation of each Co-owner to bear one and only one charge for natural gas attributable to the unit;

4. The telephone and telecommunications systems throughout the Complex, up to but not including meters or metering;

5. The plumbing network throughout the Complex to the point of entry to or exit from the unit space;

6. The water supply system throughout the Complex to the point of entry to the unit space;

7. The storm drainage system throughout the Complex, including sump pumps;

8. Garage doors, springs and tracks;

9. Foundations, supporting columns, unit perimeter walls, roofs, ceilings, subfloor construction between unit levels and chimneys;

10. The recreation and other Community facilities situated on the land described in Article II and as depicted on Exhibit B plans;

11. Windows, window screens, entrance doors, door walls and doorwall screens;

12. Those other elements of the Complex which are not designated as either General or Limited Common Elements, which are not enclosed within a unit or servicing only one unit, and which are intended for common use or necessary to the existence, safety or upkeep of the Complex.

B. The Limited Common Elements are reserved to the exclusive use and enjoyment of the owner of the unit serviced.

1. Certain driveways which appurtenant to certain units as designated on Exhibit B with numbers which correspond to the unit number;

2. Each individual balcony and porch;

3. Each fenced patio;

4. Each electric yard light, porch light and garage light;

5. Each individual air conditioner and compressor, pad, duct work and operational accessories;

6. Each garage parking space shown on Exhibit B with letters which correspond to the typical unit type of the pertinent unit;

7. The interior surfaces of unit perimeter walls, ceilings and floors contained within a unit;

8. Each furnace, furnace flue and furnace trace and operational accessories, and hot water heater and operational accessories;

9. Garage door openers;

10. Fireplaces and fireplace chambers and flues;

11. Garage interiors;

12. Attic areas and insulation in the attic over each unit.

C. Every unit owner is responsible for the maintenance, insurance, decoration, repair and replacement of the following Common Elements or items:

1. Each balcony;

2. Each porch;

3. Each fenced patio area. Any unfenced patio area consisting primarily of lawn may be mowed periodically by the Association;

4. Each patio area;

5. Each individual air conditioner compressor, pad, ductwork and operational accessories;

6. Each garage space;

7. Each furnace, furnace flue and trace and operational accessories;

8. Each hot water heater and operational accessories;

9. Each garage door opener;

10. Each fireplace, flue, and fireplace chamber;

11. Each garage interior;

12. Interior doors and storm doors;

13. Interior unit perimeter wall surfaces; interior surfaces of ceilings and floors and attic areas. The Association is responsible for repair and replacement if the damage is not attributable to unit occupants or unit owner;

14. All interior walls.

D. (1) The Association is responsible for the costs of maintenance, repair and replacement of all General and Limited Common Elements not listed above. If repair or replacement is required because of damage caused by a Co-owner, the cost of repair or replacement is that of the Co-owner.

(2) Co-owner responsibilities must be performed according to specifications provided in Rules and Regulations of the Association. All areas of the above Common Elements visible from the exterior of the unit must be maintained according to standards adopted by the Board of Directors.

(3) If the Co-owner fails or refuses to perform the decoration, maintenance, repair or replacement responsibilities required above within a reasonable time period determined in the sole discretion of the Board of Directors, the Association, upon written notice to the Co-owner, has the right to cause the repairs, maintenance or replacement to be accomplished. The costs incurred by the Association are chargeable to the Co-owner and collected in the same manner as assessments per Article V of the Condominium Bylaws.

(4) No Co-owner shall use the unit or the Common Elements in any manner inconsistent with the purposes of the Community, the terms and provisions of the Condominium Documents or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Co-owner's unit or the Common Elements.

(5) Co-owner additions and modifications, including decks, patios, awnings and porches, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and are the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium Complex 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 borne by the Co-owner.

(6) Humidifiers, water heaters, water purifiers and similar environmental appliances are not Common Elements and are the sole responsibility of the Co-owner serviced.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the Complex is described in this paragraph with reference to the Condominium Subdivision Plan of King's Cove as surveyed by Basney & Smith, Inc., attached as Exhibit B to the Master Deed and certain Amendments. Each unit includes all that space contained within the interior finished, unpainted surfaces of the main walls and ceilings and from the interior surface of the finished subfloor of each unit, or from the interior surface of the concrete basement floor in those units that contain basements. The dimensions shown on basement and foundation plans in Exhibit B have been physically measured by Basney & Smith, Inc. In the event that the dimensions on the measured foundation plan of any specific unit differ from the dimensions on the typical foundation plan for such unit, 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.

B. The percentage of value assigned to each unit is stated below. The percentage of value determines the proportionate share of each co-owner in the proceeds and expenses of the administration and the value of each Co-owner's vote. The total value of the Complex is 100.

C. The following percentages of value are assigned to the units:

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
1	.229	25	.274
2	.242	26	.292
3	.210	27	.292
4	.242	28	.242
5	.229	29	.274
6	.242	30	.292
7	.210	31	.292
8	.242	32	.242
9	.229	33	.229
10	.242	34	.242
11	.210	35	.210
12	.242	36	.242
13	.229	37	.229
14	.242	38	.242
15	.210	39	.210
16	.242	40	.242
17	.274	41	.274
18	.292	42	.292
19	.292	43	.292
20	.242	44	.242
21	.274	45	.274
22	.292	46	.292
23	.292	47	.292
24	.242	48	.242

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
49	.229	121	.274
50	.242	122	.274
51	.210	123	.260
52	.242	124	.274
53	.229	125	.274
54	.242	126	.260
55	.210	127	.229
56	.242	128	.242
57	.274	129	.210
58	.292	130	.242
59	.292	131	.274
60	.242	132	.274
61	.274	133	.260
62	.292	134	.274
63	.292	135	.274
64	.242	136	.260
65	.274	137	.274
66	.292	138	.274
67	.292	139	.260
68	.242	140	.229
69	.274	141	.242
70	.292	142	.210
71	.292	143	.242
72	.242	144	.274
73	.229	145	.242
74	.242	146	.274
75	.210	147	.274
76	.242	148	.229
77	.274	149	.242
78	.274	150	.210
79	.260	151	.242
80	.274	152	.229
81	.274	153	.242
82	.260	154	.210
83	.260	155	.242
84	.274	156	.229
85	.274	157	.242
86	.260	158	.210
87	.274	159	.242
88	.274	160	.229
89	.260	161	.242
90	.274	162	.210
91	.274	163	.242
92	.274	164	.229
93	.274	165	.242
94	.260	166	.210
95	.274	167	.242
96	.274	168	.274
97	.260	169	.274
98	.260	170	.242
99	.274	171	.274
100	.274	172	.229
101	.229	173	.242
102	.242	174	.210
103	.210	175	.242
104	.242	176	.229

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
105	.274	177	.242
106	.274	178	.210
107	.242	179	.242
108	.274	180	.274
109	.274	181	.274
110	.274	182	.242
111	.260	183	.274
112	.274	184	.229
113	.274	185	.242
114	.260	186	.210
115	.274	187	.242
116	.274	188	.274
117	.260	189	.292
118	.274	190	.292
119	.274	191	.242
120	.260	192	.274
193	.274	266	.210
194	.242	267	.242
195	.274	268	.229
196	.229	269	.242
197	.242	270	.210
198	.210	271	.242
199	.242	272	.274
200	.274	273	.291
201	.274	274	.291
202	.242	275	.242
203	.274	276	.274
204	.229	277	.274
205	.242	278	.242
206	.210	279	.274
207	.242	280	.229
208	.229	281	.242
209	.242	282	.210
210	.210	283	.242
211	.242	284	.274
212	.229	285	.274
213	.242	286	.242
214	.210	287	.274
215	.242	288	.229
216	.274	289	.242
217	.274	290	.210
218	.242	291	.242
219	.274	292	.274
220	.229	293	.274
221	.242	294	.242
222	.210	295	.274
223	.242	296	.229
224	.274	297	.242
225	.274	298	.210
226	.242	299	.242
227	.274	300	.242
228	.274	301	.210
229	.274	302	.242
230	.242	303	.229
231	.274	304	.242
232	.229	305	.210
233	.242	306	.242
234	.210	307	.229
235	.242	308	.274
236	.229	309	.274
237	.242	310	.242
238	.210	311	.274

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
239	.242	312	.229
240	.229	313	.242
241	.242	314	.210
242	.210	315	.242
243	.242	316	.242
244	.274	317	.210
245	.274	318	.242
246	.242	319	.229
247	.274	320	.274
248	.229	321	.274
249	.242	322	.242
250	.210	323	.274
251	.242	324	.274
252	.229	325	.242
253	.242	326	.274
254	.210	327	.274
255	.242	328	.242
256	.229	329	.210
257	.242	330	.242
258	.210	331	.229
259	.242	332	.274
260	.229	333	.274
261	.242	334	.242
262	.210	335	.274
263	.242	336	.274
264	.229	337	.274
265	.242	338	.242
339	.274	370	.210
340	.274	371	.242
341	.274	372	.242
342	.242	373	.210
343	.274	374	.242
344	.229	375	.229
345	.242	376	.229
346	.210	377	.242
347	.242	378	.210
348	.242	379	.242
349	.210	380	.274
350	.242	381	.274
351	.229	382	.242
352	.274	383	.274
353	.291	384	.242
354	.274	385	.210
355	.274	386	.242
356	.274	387	.229
357	.274	388	.274
358	.242	389	.274
359	.274	390	.242
360	.274	391	.274
361	.274	392	.274
362	.242	393	.274
363	.274	394	.242
364	.274	395	.274
365	.242	396	.274
366	.274	397	.274
367	.274	398	.242
368	.229	399	.274
369	.242		

ARTICLE VI

EASEMENTS

Section 1. If any portion of a unit or Common Element encroaches upon another unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment throughout its existence, and for maintenance after rebuilding in the event of any destruction or casualty. There is a permanent easement for the maintenance and repair, renovation, restoration, reconstruction or replacement of Common Elements, which is administered by the Board of Directors. There are easements to, through and over those portions of the land, structures, buildings and improvements, and interior walls as may be reasonable for the reconstruction, renovation, restoration, replacement, removal, installation, maintenance and repair of all public utilities necessary to the Condominium. Easements of support exist with respect to any unit interior supporting wall.

Also included in this Article VI are easements created as a result of condemnation or eminent domain proceedings or easements created from time to time by the Board of Directors of the Association (including without limitation those created as a result of repairs, renovations or alterations made or approved by the Board of Directors) or in documents affecting or pertaining to the Condominium. In addition, each Condominium unit has and is subject to all easements of necessity in favor of the Condominium unit or in favor of the other Condominium units and the Common Elements.

Section 2. The Board of Directors or its agents or employees have a perpetual and non-exclusive right of access to each Condominium unit:

(a) To inspect, maintain, renovate, replace and make repairs to the Common Elements contained in the unit or elsewhere in the Condominium Premises;

(b) To prevent damage or deterioration to the Common Elements or to other Condominium units;

(c) To perform any operations required in connection with the decoration, maintenance, repair, replacement, renovation or improvement of or to the the unit, other units or the Common Elements; and

(d) To remedy or abate any violations of the Condominium Documents or laws, orders, ordinances, rules or regulations of any governmental authority having jurisdiction.

Section 3. The Association and its agents or contractors and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the

Condominium Documents or by law, or to respond to any emergency or common need of the Condominium.

It is a matter of concern that a Co-owner may fail to properly maintain the unit or any Limited Common Elements in an appropriate manner and in accordance with the standards set forth in this Restatement and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this 2014 Restatement of the Amended and Restated Master Deed (2005) or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep the unit or any improvements to the unit, or any Limited Common Elements, the Association shall have the right, and all necessary easements (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the unit, its improvements or any of its Limited Common Elements, 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 which grant such easements, rights of entry or other means of access.

Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs and expenses incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with the monthly assessment next falling due, in accordance with Article V of the Restated Condominium Bylaws. The lien for non-payment 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 and late charges.

Section 4. The Association, acting through its Board of Directors is empowered to grant easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna and similar services (collectively "telecommunications") to the Community or any unit in the Community.

However, the Board of Directors shall not 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 installation, marketing or sharing periodic subscriber service fees, are receipts affecting the administration of the Condominium Premises within the meaning of the Act and shall be paid over to and are the property of the Association.

ARTICLE VII

AMENDMENT

Section 1. The Eighteenth Amendment to the King's Cove Master Deed and Restated Condominium Bylaws may be amended with the prior consent of two thirds of the qualified Co-owners. Each first mortgagee of record of a unit in the Condominium has one vote for each unit on which a first mortgage is held, where mortgagee votes are required. Mortgagee votes required by this Section are limited to the categories and procedures designated in MCL 559.190(a) as amended.

(a) Persons, other than the Board of Directors, causing or requesting an amendment to the Condominium Documents are responsible for the costs and expenses of the amendment. If such amendments receive the vote of the prescribed number of Co-owners and, where applicable, mortgagees, then the costs will be reimbursed by the Association. Costs of amendments proposed by the Board of Directors are expenses of administration.

Section 2. The Association, acting through its Board of Directors, reserves the right to amend the Eighteenth Amendment to the Master Deed and Restated Condominium Bylaws without the consent of Co-owners or mortgagees for all purposes deemed reasonable and necessary to effectuate the intent of the Documents, where such amendments do not materially alter or change the rights of Co-owners or mortgagees. Examples for purposes of illustration include amendments to correct typographical or scrivener's errors.

Section 3. Co-owners shall be notified of proposed amendments, under Section 2, not less than 10 days before the amendment is recorded.

Section 4. A Co-owner's unit dimensions or Limited Common Elements may not be modified without the Co-owner's consent.

Section 5. The percentage of value of the units shall not be modified without the consent of each affected Co-owner and mortgagee.

Section 6. The Condominium Premises may not be terminated, vacated, revoked or abandoned without the written consent of 80% of all Co-owners.

KING'S COVE ASSOCIATION

BY: Richard J. Stinson

RICHARD STINSON

PRESIDENT OF THE BOARD OF DIRECTORS

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this 30th day of October, 2014, the foregoing instrument was acknowledged before me by Richard Stinson, President of the Board of Directors of King's Cove Association, who attested that this document received the approval of two-thirds of the Co-owners of King's Cove Association.

ANNE COOPER
Notary Public - Michigan
Macomb County
My Commission Expires Jul 16, 2019
Acting in the County of Oakland

Notary Public
Macomb County, Michigan
My Commission Expires: July 16, 2019
Acting in the County of Oakland.

Eighteenth Amendment to the Master Deed

Drafted By:
Schlottman & Wagner, P.C.
Judi M. Schlottman (P35479)
43642 Elizabeth
Clinton Township, MI 48036
(586) 465-1330

When Recorded Return To Drafter

Kingscove(tb)masterdeed.18amendment(january,2014)

EXHIBIT "A"
2014 RESTATEMENT OF THE
RESTATED CONDOMINIUM BYLAWS
OF KING'S COVE

INDEX

EXHIBIT A
2014 RESTATEMENT OF THE
RESTATED CONDOMINIUM BYLAWS
OF KING'S COVE

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. King's Cove Condominium, a residential Condominium located in Rochester Hills, Oakland County, Michigan, is administered by an Association of Co-owners which is a nonprofit corporation, called the "Association," organized under applicable Michigan law.

Section 2. The Association is responsible for the management, maintenance, operation and administration of the Common Elements and easements and affairs of the Condominium Complex in accordance with this 2014 Restatement of the Amended and Restated Master Deed, these Bylaws, the Corporate Bylaws, the Articles of Incorporation, duly adopted Rules and Regulations of the Association, and Michigan law. All Co-owners in the Condominium Project and all persons including, without limitation, tenants, lessees, vendees or other nonco-owner occupants or members of their family or household, or other persons using or entering upon or acquiring any interest in any unit or the Common Elements, are subject to the provisions and terms of the Condominium Documents.

Section 3. Each purchaser of a unit in the Condominium becomes a Co-owner and a member of the Association upon obtaining title to a unit in the Condominium. No other person or entity is entitled to membership. A Land Contract purchaser is a Co-owner for all purposes consistent with the Condominium Documents. The Land Contract purchaser is presumed to be the Co-owner for voting purposes unless the Land Contract provides to the contrary or the Land Contract seller submits a dated written statement to the Association providing to the contrary. Both the Land Contract seller and the Land Contract purchaser shall be jointly and severally responsible for all obligations imposed by the Condominium Documents and Michigan law.

Section 4. The share of a Co-owner in the funds, reserves and assets of the Association cannot be assigned, pledged or transferred in any manner except with the Co-owner's unit in the Condominium. A Co-owner selling a unit is not entitled to any refund whatsoever from the Association for any reserve or other asset of the Association.

Section 5. The Association shall keep current copies of the Master Deed as amended, the Condominium Bylaws as amended, and other Condominium Documents available at reasonable business hours to Co-owners, prospective purchasers, and prospective mortgagees of units in the Condominium.

ARTICLE II

BOARD OF DIRECTORS

Section 1. The affairs of the Association are governed by a Board of Directors, all of whom shall be members of the Association.

Board members shall be resident owners in good standing of the Association. If a Board Member moves from the Community or disposes of his unit, removal from the Board is immediate and automatic. A Co-owner declared by the Board of Directors or its authorized agent to be in default of any of the Condominium Documents shall not vote or serve as a member of the Board of Directors. If default occurs after the member has been seated, then upon written notice to the member by the Board, removal shall be automatic and immediate. No more than one person per unit owned may serve on the Board of Directors. No more than one seat on the Board of Directors may be held by any person or persons who either individually or collectively holds title or a beneficial interest in common to a unit in the Condominium.

Section 2. The Board of Directors is comprised of seven members. Four members are elected in one year and three members are elected in the following year. All directors serve for a term of two years. Elected Board members hold office until their successors are elected, qualified, and hold their first meeting of the Board of Directors. The candidates receiving the highest number of votes shall take the open seats on the Board of Directors. The Board of Directors may appoint a nonvoting alternate resident member in the Board's discretion.

Section 3. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things that are not prohibited by the Condominium Documents or Michigan law, or required to be exercised and performed by the Co-owners. All projects and actions undertaken by the Association shall require the direction and approval of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall be responsible specifically as follows:

(a) To manage and administer the affairs of and maintenance of the Condominium Complex and the Common Elements.

(b) To determine, levy, collect and disburse assessments, fines, late charges, or other charges against and from the Co-owners of the Association and to use the proceeds for the purposes of the Association including, for example, the insurance, maintenance, repair or replacement of the Common Elements of the Complex.

(c) To obtain insurance and distribute insurance proceeds in accordance with the provisions of Article VII of these Bylaws.

(d) To rebuild improvements after casualty.

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

(f) To purchase or otherwise acquire any units offered for sale or surrendered by their owners on behalf of the Association, subject to any limitations in the Condominium Documents.

(g) To purchase units in the Condominium Complex at tax foreclosure, mortgage foreclosure or other judicial or sheriff sales on behalf of the Association in order to protect the Association's lien position on that unit.

(h) To sell, lease, mortgage, cast the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise deal with, units acquired by the Association.

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

(j) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements. The consent of at least 60% in number of the designated voting representatives shall be required for the borrowing of any sum in excess of 10% of the annual operating budget for the year in which the loan originated. If any sum borrowed by the Board of Directors on behalf of the Association is not repaid by the Board, a Co-owner who has paid to the creditor the proportion of the sum which the Co-owner's interest in the Common Elements bears to the interest of all of the Co-owners in Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien filed or claimed by the creditor against the Co-owner's unit. This provision shall not be construed to afford the creditor any right against any individual Co-owner.

(k) To adopt, enforce, amend, revoke, revise, or suspend Rules and Regulations convenient to the administration of affairs and operation of the Condominium Complex. Any Rule and Regulation is subject to adoption, review, revocation, suspension and amendment as provided in Article XI, Section 5 of these Bylaws.

(l) To establish committees and to solicit volunteers for service on the committees as deemed necessary, convenient, or desirable; to appoint persons to the committees for the purpose of implementing the administration and operation of the Condominium Complex; and to delegate to committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Co-owners.

(m) To enforce the provisions of the Condominium Documents.

(n) To maintain, or cause to be maintained, a list of all members of the Association with contact information including address and phone number, as well as a current list of designated voting representatives.

(o) To initiate, authorize, or ratify suits by the Association or defense of suits against the Association.

(p) To remit payment for property taxes assessed to any unit in the Condominium where necessary to preserve the Association's interest in the unit.

(q) To carry out the purposes of the Association and to have all the powers conferred upon nonprofit corporations and Associations of Co-owners by Michigan law necessary to carry out those purposes.

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

Section 4. The Board of Directors may employ a professional management agent for the Association to perform those duties and services the Board of Directors authorizes. The Board of Directors may delegate to the management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. No Board Member or Officer of the Board of Directors shall have any affiliation with the management agent.

Section 5. The Board of Directors or its authorized agent shall keep detailed books of account showing all expenditures and receipts of administration. The books of account shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts, Association minutes, and contracts concerning the administration and operation of the Condominium Complex will be available for examination by any Co-owner or the Co-owner's designated voting representative, or mortgagee, prospective purchasers or prospective mortgagees, as limited by the provisions of MCL 450.2101 et seq. as amended. Except for desk copies available for Co-owner review and Condominium Documents, a Co-owner desiring to view records of the Association shall tender a prior written request to the Board of Directors and is responsible for costs of any copies of records viewed.

(a) The Board of Directors shall prepare and distribute a financial statement to each unit at least once a year, the contents of which shall be defined by the Board of Directors.

(b) The books of account shall be audited or reviewed at least annually by qualified independent accountants. The audit does not have to be a certified audit. The costs of the audit or review and any accounting and distribution expenses shall be expenses of administration.

(c) Any institutional holder of a first mortgage of record on any unit in the Condominium is entitled to receive a copy of the Association's annual financial statement within 90 days after receipt by the Association of such financial statement, upon written request.

(d) The Board of Directors shall maintain current copies of the Condominium Documents on file.

(e) The Board of Directors shall cause a file on each unit in the Complex to be maintained containing correspondence, approvals for architectural or landscape modifications, a list of major repairs performed and any other documentation necessary to provide a history of the unit. Access is only available to the Co-owner, the Management Company and the Board of Directors.

Section 6.

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

(i) In a civil, administrative or investigative action if the person acted in good faith and in a manner the person believed was in the best interests of the Association or its Co-owner members; and,

(ii) In a criminal proceeding, if the person had no reasonable cause to believe the conduct was unlawful.

(iii) The indemnification provided by this section applies to expenses actually and reasonably incurred by the person in connection with the action.

(iv) The term "expenses" includes attorney fees, judgments, penalties, fines, costs and amounts paid in settlement.

(v) The termination of any civil, administrative or investigative action by judgment, order or settlement does not create a presumption that the person did not act in good faith or in the best interest of the Association or its Co-owner members.

(a) The termination of any criminal action by conviction, plea of no contest, or a plea that is the equivalent of a no contest does not create a presumption that the person had reasonable cause to believe the conduct was unlawful.

(b) This provision does not eliminate or limit the personal liability of a director or officer for any of the following:

(i) A breach of the director's or officer's duty of loyalty to the corporation or its Co-owner members.

(ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.

(iii) A transaction from which the director or officer derived an improper personal benefit.

(iv) An act or omission occurring before the effective date of the provision granting limited liability.

(v) An act or omission that is grossly negligent.

(c) King's Cove Association assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of this provision granting limited liability if all of the following are met:

(i) The volunteer was acting or reasonably believed he was acting within the scope of his authority.

(ii) The volunteer was acting in good faith.

(iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.

(iv) The volunteer's conduct was not an intentional tort.

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

(d) At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners of the proposed indemnification. Such payment must be approved by a majority vote of the Board of Directors, without the vote of any director seeking indemnification. If there has been no judicial determination concerning the nature of the conduct, the Board of Directors may rely upon a written opinion of legal counsel.

Section 7. Vacancies in the Board of Directors caused by any reason, other than completion of a term, shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum. The position need not be filled if the remainder of the term is less than 90 days. Each person so appointed shall be a Director until the expiration of the predecessor's term.

Section 8. Any Board Member may be removed with or without cause at any regular or special meeting of the Association as follows:

(a) A written petition signed by 35% of the qualified designated voting representatives and requesting a special meeting for removal of one or more members of the Board of Directors shall be presented to the Board Directors or the Management Agent.

(b) Upon receipt of the Petition and verification of the signatures, the Board of Directors shall have 60 days in which to call a special meeting of the Co-owners for the sole purpose of removal of the Board Member(s) specified in the Petition.

(c) At the special meeting, the affirmative vote of more than 50% of all qualified designated voting representatives of the Association in number will result in removal from the Board of Directors effective immediately.

(d) Use of proxies is prohibited for voting at the special meeting. Voting is required to be by written ballot.

(e) A successor may be elected at the special meeting to fill any vacancy created. The quorum requirement for the purpose of filling vacancies is 25%.

(f) Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. A Board Member who has resigned or been removed cannot run for a seat on the Board or serve as a Board Member or Officer for a period of two years after resignation or removal.

(g) Removal of a Board Member for cause may occur by majority vote of the Board of Directors then in office. As used in this section, "cause" means (1) conviction of a felony; (2) declaration of incompetency by order of a Court; (3) gross dereliction of duty; (4) commission of an action involving moral turpitude or (5) commission of an action which constitutes intentional misconduct or a knowing violation of law, either event having resulted in improper personal benefit or material injury to the Association. The director proposed for removal for cause shall be afforded a hearing before the Board of Directors prior to removal.

ARTICLE III

MEETINGS OF THE ASSOCIATION

Section 1. Meetings of the Association shall be held at a suitable place convenient to the Co-owners as may be designated by the Board of Directors.

Section 2. The presence in person, by proxy or by written ballot of 35% in number of the Co-owners eligible to vote, constitutes a quorum for holding a meeting of the members of the Association, except for the Annual Meeting where the quorum requirement is a simple majority of those present in person, by proxy or by written ballot. If the purpose of the meeting is to vote on questions specifically required by the Condominium Documents to have a greater quorum, then the greater quorum requirement is controlling. The written ballot of a qualified designated voting representative furnished prior to a meeting in accordance with Article IV, Section 4 will be counted in determining the presence of a quorum for that meeting.

Section 3. An Annual Meeting of Co-owners of the Association shall be held each year at a date, time and place determined by the Board of Directors. The results of the annual election of Board Members will be announced at the Annual Meeting and the Co-owners may transact any business of the corporation at the Annual Meeting. The Association shall have an Annual Meeting every twelve months.

Section 4. A Notice of the Annual Meeting shall be mailed to each designated voting representative as of the record date, no more than 60 nor less than 7 days prior to the meeting date and by posting of the notice at the Clubhouse no less than 7 days prior to the scheduled meeting date.

Section 5. It is the duty of the President to call a special meeting of the Co-owners when requested by written resolution of a majority of the Board of Directors or after receipt of a petition signed by 35% of the designated voting representatives who are qualified to vote according to the provisions of the Condominium Bylaws.

Section 6. Co-owners as of the record date shall be given written notice of each special meeting. The notice shall state the purpose of the meeting as well as the time and place where it is to be held and shall be sent to each unit at least 7 days, but no more than 60 days, prior to the meeting. The mailing, postage pre-paid, of a notice to the designated voting representatives shall be deemed notice served. No business shall be transacted at a special meeting except as stated in the notice.

Any Co-owner may waive this notice requirement by filing a written notice of waiver signed by the Co-owner and filed with the records of the Association. The written waiver constitutes due notice as required by this section.

Section 7. 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 more than 48 hours from the time the original meeting was called. New notices must be served for an adjournment which exceeds 48 hours.

Section 8. The transaction of business at any meeting of members, either annual or special, however called and notified, shall be as though made at a meeting duly held after regular call and notice if a quorum is present, either in person or by proxy, or as required in Article III, Section 2, at the meeting. Members who are not present in person or by proxy at the meeting are deemed to have consented to action taken at the meeting unless the Co-owner files a written objection to the form of call and notice of such meeting.

Section 9. Minutes, a tape recording, or a similar record of the proceedings of Association meetings is presumed truthfully to evidence the matters addressed at the meeting when verified by an Officer of the Association. A statement in the minutes that notice of the meeting was properly given is prima facie evidence that notice was given.

ARTICLE IV

VOTING

Section 1. Except as limited in these Bylaws, each Condominium unit is entitled to one vote when voting by number and one vote when voting by value. Voting shall be by number. Each Co-owner must be a qualified Co-owner, not in default, on the date when the ballot is mailed in order to be entitled to vote. The right to vote includes the right to sign petitions, and the Co-owner must be qualified to vote at the time of presentation of the petition in order to validly sign a petition.

Section 2. A Co-owner becomes entitled to vote after presentation of a deed or other evidence of ownership of a unit in the Condominium to the Association, on or prior to the record date. Votes may be cast only by the individual representative designated by the Co-owner in the notice required in Section 3 of this Article.

Section 3. Each Co-owner(s) shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner(s). Such 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(s), and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner(s). Such notice shall be signed and dated by the Co-owner(s). The individual representative designated may be changed by the Co-owner(s) at any time by filing a new notice.

Section 4. Votes may be cast in person or by proxy, or by a written ballot. Proxy voting may be prohibited at the discretion of the Board of Directors for certain matters, including, without limitation, recall of Board Members. Proxies and any written votes must be filed with the Secretary of the Association or the Management Company at or before the appointed time of each meeting of the Co-owners. Internet voting and voting by facsimile transmission is permitted if there is adoption of and compliance with specific Rules and Regulations governing the activity. Cumulative voting shall not be permitted.

Section 5. In the event of a casualty or catastrophic event causing damage or destruction to more than 50% of the Condominium Project, all quorum requirements for meetings of members shall be temporarily suspended. The President, or in the absence of the President of the Board of Directors, the Vice President, together with the remaining available Directors, shall be empowered to take those steps necessary and incur expenses on behalf of the Association to attempt to secure, protect and safeguard the Complex, to notify insurance companies as necessary to preserve known or potential insurance claims, and to collect and disburse proceeds of insurance for such purposes, notwithstanding the lack of meetings of members or membership approval if otherwise required. Every Co-owner displaced or otherwise out of contact with the Association by the casualty or catastrophic event has the affirmative duty to notify the Board of Directors (or any Director) of their address for meeting notification purposes. Upon receipt of such notification for all Co-owners, the suspension of quorum shall be lifted, and the meeting of member obligations shall resume, and a meeting of members shall be called immediately.

Other provisions as to voting procedures, not inconsistent with these provisions, may be provided elsewhere in the Condominium Documents.

ARTICLE V

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners. Personal property taxes based upon the personal property shall be treated as expenses of administration. Special assessments and property taxes by any public taxing authority shall be assessed against the Condominium units and not against the Association.

Section 2. Expenditures affecting the administration of the Complex include costs incurred in the satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Complex. Receipts affecting the administration of the Condominium Complex include all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Complex.

Section 3. The expenses arising from the management, administration, and operation of the Association by the Board of Directors shall be levied against the Co-owners. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and the budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, insurance and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any budget adopted shall include an allocation to the statutory reserve fund provided for in Article V, Section 3(f) for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each unit and the assessment for the year shall be established based upon the budget, although the failure to deliver a copy of the budget to each unit shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments.

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

(b) The Board of Directors has the authority to increase the general assessment or to levy such additional assessment or assessments as it deems to be necessary in the Board's sole discretion, for any of the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation, and maintenance; (ii) to make necessary repairs or replacements of existing Common Elements (iii) to maintain an adequate reserve fund; (iv) to provide additions to the Common Elements at a total annual cost not exceeding 10% of the current year's annual operating budget; (v) to pay shortfalls in utilities or insurance premiums or proceeds; or (vi) for any emergencies or casualties. 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 IX, Section 4. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph rests solely with the Board of Directors for the benefit of the Association and its members, and is not enforceable by any creditors of the Association or its members.

(c) Special assessments, in addition to those described in subparagraph (b) above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) assessments for additions to Common Elements whose total annual cost exceeds 10% of the current year's annual operating budget; (ii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subparagraph shall not be levied without the prior approval of more than 51% of all Co-owners in number and value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of the Association or its members.

(d) If any Co-owner fails to properly maintain, repair or replace any Limited Common Element or alterations to General Common Elements which failure, in the discretionary opinion of the Board of Directors, adversely affects the appearance of the Condominium Complex in whole or in part, or the health, safety or welfare of the other Co-owners of the Condominium Complex, the Board of Directors may, following written notice to such Co-owner at the last known address, take any action reasonably necessary to maintain or repair or replace such Limited Common Element or alteration to the General Common Elements, and an amount equal to 150% of the cost thereof shall be assessed against such Co-owner.

If the Association incurs any costs or charges for maintenance, decoration, repair or replacement of any Common Element as a result of the actions or inactions of any Co-owner, or family, guests or invitees of a Co-owner, the Association may incur such costs and charge an amount equal to 150% of such costs or charges (including Association insurance deductibles) which shall be assessed against such Co-owner.

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

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

(g) All assessments levied against Co-owners shall be apportioned among and paid by the Co-owners as follows:

i. The common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a Limited Common Element may be assessed against the Condominium unit serviced by the Limited Common Element at the time the expenses were incurred. If the Limited Common Element involved services more than one Condominium unit the expenses may be assessed against each of the affected Condominium units equally so that the total of the Assessment equals the total of the expenses.

ii. Any other unusual expenses, late charges, fines, interest, administrative charges, costs or other charges benefiting less than all of the Condominium units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Premises or by their licensees or invitees, guests, contractors, agents, employees or members of their family or household, shall be assessed against the Condominium unit(s) involved.

iii. The amount of all common expenses not assessed pursuant to subsections (i) and (ii) may be assessed against the Condominium units in proportion to the percentage of value of each Condominium unit.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners without increase or decrease for the existence of any rights to the use of Limited Common Elements. Annual assessments shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a unit, or with the acquisition of title to a unit by any other means. If acquisition of title occurs as or result of purchase at a mortgage or tax foreclosure sale, it shall conclusively be deemed and construed as the date of such sale and not the date of expiration of any redemption period.

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

Each Co-owner (whether one or more persons) is personally liable for the payment of all assessments and other charges secured by the Association's lien under Section 7 below (including late fees and costs of collection and enforcement of payment) levied against the Co-owner's unit or expended by the Association to protect its lien, while the Co-owner has an ownership interest. Both Land Contract Sellers and Purchasers are jointly liable for payment of assessments and all other charges levied against or assessed to the unit.

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

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

Section 6. A default as defined in Article II, Section 12 of the 2014 Restatement of the Amended and Restated Master Deed of King's Cove shall, where appropriate, entitle the Association to an action for damages attributable to the default. Such damages are also secured by the lien on the subject unit.

Section 7. Sums assessed to a unit by the Board of Directors which are unpaid, together with interest, collection and late charges, advances for utility services, or taxes, insurance or other liens made by the Board to protect its lien, attorney fees and fines or administrative charges are a lien on the unit. The Association's lien has priority over all other liens except those for state or Federal taxes or that of a first mortgage recorded before the Association's lien.

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

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

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

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

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

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

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

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

1. The Notice of lien shall set forth:

(a) The legal description of the Condominium unit or Condominium units to which the lien attaches.

(b) The name of the Co-owner of record of the unit.

(c) The amounts due the Association of Co-owners at the date of the notice, exclusive of interest, advances to protect the lien, repairs, utility advances, costs and attorney's fees. Future assessments, unless acceleration has occurred as provided for in this section, shall not be included in the amount stated in the notice of lien.

2. The Notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain such other information as the Association may consider appropriate.

3. The Notice of lien shall be recorded in the Oakland County Register of Deeds Office and shall be served upon the delinquent Co-owner by first class mail, postage prepaid addressed to the unit owner's last known address at least 10 calendar days in advance of commencement of the foreclosure proceeding. The Notice of lien does not have to be recorded at the time of mailing.

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

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

The expenses incurred in collecting unpaid assessments. including accelerated assessments, assessed charges, repair costs, utility advances, interest, costs, actual attorney's fees and advances for taxes or other liens paid by the Association to protect its lien, are chargeable to the Co-owner in default and secured by the lien on the unit.

In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's unit and in the event of default by any Co-owner in the payment of any installment or portion of any additional, special assessment, or remedial assessment levied against the Co-owner's unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to, and collected from, the responsible co-owner in the manner provided in this Article, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which the delinquency continues) and all unpaid portions or installments of the additional or special assessments, if applicable, immediately due and payable. Such accelerated amounts may be deemed to be unpaid assessments for lien recordation purposes.

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

Section 8. Notwithstanding any statutory exemption from payment of assessment arrearages, the holder of any first mortgage on a unit or a purchaser at a public sale held by the first mortgagee which comes into any type of ownership interest remains liable for the actual incremental expenses of the Association incurred in securing, preserving or maintaining the unit and the Common Elements.

Section 9. In compliance with the provisions of the Condominium Act, the purchaser or transferee or assignee of any Condominium unit shall request a written statement from the Association regarding the outstanding amount of any past due unpaid Association monthly, additional or special assessments, fines, repair costs, utility costs, administrative costs, and costs of collection, including actual attorney fees incurred.

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

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

Section 10. Construction liens attaching to any portion of the Condominium premises shall be subject to the following limitations:

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

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

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

ARTICLE VI

ARBITRATION

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

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

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

ARTICLE VII

INSURANCE

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

(a) All General Common Elements of the Condominium Premises and such Limited Common Elements for which the Association has repair or replacement responsibility will be insured against fire and other perils covered by an extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association has no responsibility to carry insurance to cover flood or theft damage, or damage to personal property of each Co-owner.

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

The determination of coverage amounts shall be made in consultation with the Association's insurance carrier and/or its representatives applying commonly employed methods for the reasonable determination of replacement costs. The coverage shall be effected upon an agreed amount basis for the entire Condominium Premises with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Premises destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement).

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

(b) Every Co-owner shall obtain primary insurance coverage at the Co-owners' expense upon their unit and General Common Elements and upon Limited Common Elements for which the Co-owner has maintenance, repair or replacement responsibility per the provisions of the Condominium Documents. It shall be each Co-owner's responsibility to obtain, by personal investigation from the Co-owner's own insurance advisors, the nature and extent of insurance coverage adequate to the Co-owner's needs and to obtain insurance coverage for any fixtures, wall coverings, window shades, draperies, light fixtures, interior windows, doors, doorwalls, screens, interior trim, equipment, appliances, floor coverings (including hardwood floors), unit modifications, and the personal property of the Co-owner, their licensees, invitees, guests, agents, employees, contractors or members of their family or household, located within the Co-owner's unit or Limited Common Elements, or elsewhere on the Condominium Premises. Each Co-owner shall obtain coverage for the Co-owner's personal liability and for the liability of a nonco-owner occupant living in the unit for any and all losses, casualties or occurrences within the Co-owner's unit, on the General Common Elements, or on the unit's Limited Common Elements, and also for alternative living expense in event of fire or other loss or casualty. The Association shall have absolutely no responsibility for obtaining such coverages or paying for Co-owner(s) damages which the omitted coverage would have paid.

(c) In the event of a loss to a unit or Common Element covered under a policy of insurance for the Association if caused by anything in a unit or anything deemed to be part of the unit, the Co-owner of the unit shall bear the responsibility for all costs, and expenses including the insurance deductible. The negligence of the Co-owner is irrelevant in this determination. In the event there are contributing sources to the damage, all costs, including the payment of the insurance deductible, shall be apportioned as determined by the Board of Directors, in its sole discretion. The amount of the damages, costs and expenses including any insurance deductible owed by a Co-owner shall be charged as a Remedial Assessment and collected in the same manner as a Remedial Assessment. If the loss originates from the General Common Elements, the insurance deductible shall be paid by the Association as a common expense, unless the Board determines that such loss is attributable to the acts or omissions of a co-owner. If the amount of damage does not meet the deductible, no claim shall be filed under the Association's insurance policies.

(d) Each co-owner shall be responsible to obtain insurance coverage for damages or losses due to ice damming, mold testing and remediation costs, or personal injury attributable to or resulting from mold exposure, to the extent that such coverage is available to the Co-owner. The Association shall have no responsibility to obtain coverage for any damages or losses attributable to or due to ice damming, mold testing and remediation costs, or personal injury attributable to or resulting from mold exposure. Any losses or damages due to or attributable to ice damming, mold testing or remediation costs, or personal injury attributable to or resulting from mold exposure, which are not covered by the Co-owner's insurance as primary carrier, or the Association's insurance as secondary or excess carrier, shall be shared equally by the Co-owner and the Association. If maintenance, repair and replacement responsibilities for the source of the loss or damage are that of the Co-owner, then the Co-owner shall bear the attributable costs.

(e) Each Co-owner shall provide proof of the insurance coverages required by Sections (b), (c) and (d) to the Association annually upon the written request of the Board of Directors. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the

Association or any Co-owners shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another co-owner.

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

(f) Any improvements, additions, modifications, or enhancements made by a Co-owner within a unit or to the Common Elements shall be covered by insurance obtained by, and at the expense of, the Co-owner. The Association shall have no responsibility to carry coverages for such improvements, additions, modifications, enhancements or items, to submit to its insurer any claims by Co-owners, or to pay any deductibles or Co-owner losses in connection with such improvements, additions, modifications, enhancements or items.

(g) Officers and Directors liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The liability insurance shall cover any persons who now are, or shall become duly elected or appointed directors or officers of the Association. The policy may also have to be endorsed to include "prior acts" coverage for persons who had been duly elected or appointed directors or officers of the Association if it is determined that previous expiring policies do not cover claims for wrongful acts reported after the expiration or termination date of those expiring policies.

(h) If Association insurance policies cover a loss which would otherwise be the responsibility of the affected Co-owner, or if the affected Co-owner and the Association have dual coverages, and as a result the Association receives insurance proceeds, then the Association may, but is not required to, apply the insurance proceeds to the costs of such reconstruction, replacement or repair. In the event of dual coverage, the Association has no affirmative obligation to submit the loss to Association insurance companies.

(i) All premiums for insurance policies purchased by the Association shall be expenses of administration.

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

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

Section 3. Every Co-owner, by ownership of a unit in the Condominium is deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with matters concerning the maintenance of insurance coverage including fire and extended coverage, vandalism and malicious mischief, errors and omissions, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Premises, with such insurer as may, from time to time, provide insurance for the Condominium Premises.

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

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

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

ARTICLE VIII

CO-OWNER MAINTENANCE, RECONSTRUCTION, REPAIR OR ALTERATION

Section 1. Each co-owner is responsible for maintenance, reconstruction and repair as follows:

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

(b) Each Co-owner shall be solely responsible for the insurance, reconstruction, repair, maintenance, replacement and decoration of the interior of the Co-owner's unit regardless of the source of the damage for which the repair is required, including all finished flooring and floor coverings (including hardwood floors and sound proofing layers), all interior walls, wall coverings, interior trim and in addition, without limitation, the following items:

i. All appliances within the unit and supporting hardware, including, but not limited to, furnace, humidifier, air cleaner, air conditioner, compressor, pad, and operational accessories, garbage disposal, dishwasher, range, oven, vent fan, duct work, vent covers, filters, air purifiers, water softeners, water filters and water heaters, and all related accessory items or equipment.

ii. All electrical fixtures and appliances within the individual unit, including, but not limited to lighting fixtures, shades, lamps, switches, outlets, antenna outlets and circuit breakers; electric yard and porch light;

iii. All plumbing fixtures including sinks and water faucets and taps, commodes, tubs, shower pans, shower stalls, drains, shower enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals and washers located on or within an individual unit's perimeter walls.

iv. All cabinets, counters, sinks, tile and wood, either floor or wall, and related hardware;

v. All window coverings, blinds and curtains.

vi. All improvements and decorations including for purposes of example, paint, wallpaper, paneling, carpeting, linoleum and trim.

vii. All other items not specifically enumerated above which may be located within the individual unit's perimeter walls.

(a) If the Co-owner does not perform these obligations, the Association may perform any and all such maintenance, reconstruction, replacement, or repair or removal obligations and assess the costs and expenses incurred to the Co-owner as remedial assessments as provided in Article V. The Association may also use other remedies available in the Condominium Documents or by law.

Section 2. Alterations by Co-owners with disabilities are subject to compliance with the following provisions:

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

(b) Before an improvement or modification allowed by Section 3(a) is made, the Co-owner shall submit plans and specifications for the improvements or modifications to the Board of Directors for review and approval. The Board shall determine whether the proposed improvement or modification substantially conforms to the requirements of this Section, but shall not deny a proposed improvement or modification without good cause. If the Board of Directors denies a proposed improvement or modification, the Board shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this Section, and shall deliver that list to the Co-owner. The Board shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted to the Board. If the Board of Directors does not approve or deny submitted plans and specifications within the 60 day period, the Co-owner may make the proposed improvement or modification without the consent or the approval of the Association. A Co-owner may bring an action against the Association and the Officers and Directors to compel those persons to comply with this Section if the Co-owner disagrees with a denial by the Board of Directors of the Co-owner's proposed improvement or modification.

(c) An improvement or modification allowed by Section 3(a) that affects the exterior of the Condominium unit shall not unreasonably prevent passage by other residents of the Condominium Premises. A Co-owner who has made exterior improvements or modifications allowed by Section 3(a) shall notify the Association in writing of the Co-owner's intention to convey or lease the Condominium unit to another, not less than 30 days before the conveyance or lease. Not more than 30 days after receiving a notice from a Co-owner under this subsection, the Board of Directors may require that the Co-owner remove the improvement or modification, at the Co-owner's expense. If the Co-owner fails to give timely notice of a conveyance or lease, the Board of Directors at any time may remove or require the Co-owner to remove the improvement or modification, at the Co-owner's expense. However, the Board of Directors may not remove or require the removal of an improvement or modification if the Co-owner intends to resume residence in the unit within 12 months or conveys or leases the Condominium unit to persons with disabilities who needs the same type of improvement or modification, or to a person who has a person residing with him/her who requires the same type of improvement or modification.

(d) If a Co-owner makes an exterior improvement or modification allowed under Section 3(a), the Co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this State, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification The Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification, and the Co-owner is not required to maintain liability insurance with respect to any Common Element. The Association is responsible for the cost of any maintenance, repair and replacement of the improvement or modification to the extent of the cost currently incurred by the Association for the unaltered Common Elements prior to installation of the improvement or modification. Any costs in excess of the amount incurred by the Association shall be billed to and paid by the Co-owner.

(e) Any person seeking a modification or reasonable accommodation due to any disability must provide reliable disability related information and documentation to verify that the person meets the Federal Housing Administration definition of disability, being a physical or mental impairment that substantially limits one or more major life activities. The Association shall have no obligation to afford an accommodation which requires fundamental alterations of the Association's operations or imposes an undue financial or administrative burden. The Association does not have an obligation to provide an accommodation or allow occupancy where such accommodation or occupancy would amount to a direct threat to the health or safety of other individuals or result in substantial physical damage to the property of the Association or other unit owners. The grant or denial of any such accommodations by the Board of Directors in its discretion in accordance with applicable law shall not constitute any breach of fiduciary or other corporate obligation.

(f) As used in this Section, "persons with disabilities", also means that term as defined in Section 2 of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1502 of the Michigan Compiled Laws, as may be amended.

Section 3. Except as otherwise provided in the Condominium Documents each Co-owner shall also be responsible for the costs of the reconstruction, repair, replacement and maintenance to any other portion of the Condominium if the costs arise through the Co-owner's actions, omissions, negligence or misuse, or the actions, omissions, negligence or misuse by the Co-owner's family, guests, tenants, lessees, vendees, licensees, or invitees, agents, servants, employees or contractors and to the extent such costs are not defrayed by the proceeds of any insurance policy held by the Co-owner.

Section 4. If any Co-owner fails to immediately and timely commence or complete repairs, reconstruction, replacement or maintenance as required by this Article or other provisions of the Condominium Documents, after written notice to do so by the Board of Directors, the Board of Directors may have the required work performed and assess the costs and expenses incurred to the Co-owner who was required to perform as a Remedial Assessment per Article V. The Association may also use those remedies available elsewhere in the Condominium Documents.

ARTICLE IX

REPAIR OR RECONSTRUCTION THROUGH CASUALTY

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

(a) If the damaged property is a Common Element or a unit, the property shall be rebuilt or repaired if any unit in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated in compliance with this Article IX, Section 6.

(b) If the Condominium is so damaged that no unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of all the Co-owners in number and in value agree to reconstruction by vote or in writing within 90 days after destruction.

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

Section 3. Immediately after a casualty causing damage to property which is covered by insurance obtained by the Co-owners or the Association, the Association shall obtain reliable and detailed estimates of the cost to place the property in a condition as good as that existing before the damage.

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

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

(a) The Co-owner shall begin reconstruction, replacement or repair of any and all damages upon receipt of the insurance proceeds from the Co-owner's insurance company or upon written notice to do so by the Board of Directors. The Association shall have no duty to release any insurance proceeds it may have received to the Co-owner until repair, reconstruction or replacement has been properly completed. The Co-owner is required to use the services of a licensed contractor, obtain at least two written estimates and provide an opportunity for the Board of Directors to review and reject any estimate.

(b) Any portion of Association insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a Co-owner may be paid to the Co-owner and the mortgagee of record jointly, and such proceeds may be used for reconstruction, replacement or repair when required by these Bylaws. The Association may require reasonable assurance that the proceeds will be used for reconstruction, replacement or repair as well as assurance for time, manner and method of performance prior to payment to the Co-owner.

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

(a) Agreement of 80% of the qualified Co-owners of the Condominium in number and in value to termination of the Condominium shall be evidenced by their execution of the termination agreement or of written ratification of the termination agreement and the termination shall become effective only when the agreement is recorded.

(b) Upon recordation of the instrument terminating a Condominium Premises the property constituting the Condominium Premises shall be owned by the Co-owners as tenants in common in proportion to their respective percentages of value immediately before recordation of this instrument. As long as the tenancy in common lasts, every Co-owner or their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formally constituted the Condominium unit.

(c) Upon recordation of the instrument terminating a Condominium Premises, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective percentages of value immediately before recordation of the instrument except that common profits shall be distributed in accordance with the Condominium Documents and Michigan law.

ARTICLE X

EMINENT DOMAIN

Section 1. The following provisions shall control upon any taking by eminent domain:

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

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

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

(d) If the taking of a portion of a Condominium unit makes it impractical to use the remaining portion of that Condominium unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to that Condominium unit shall then appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Condominium unit shall then be a Common Element. The Court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Condominium unit.

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

(f) In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(g) In the event any unit in the Condominium, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or Eminent Domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the units in the Condominium.

ARTICLE XI

RESTRICTIONS

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

Section 2. Co-owners may lease their units for residential purposes if written disclosure of the lease transaction is submitted to the Board of Directors in the manner specified in subsection (b) below. No unit may be rented or leased to a nonco-owner occupant during the first two years of ownership after unit purchase.

(a) No more than 10% of units in the Complex may be rented or leased or in the possession of a nonco-owner occupant. If rental or lease of the unit will exceed the 10% maximum or the maximum has already been reached, the Co-owner agrees to withdraw the unit from rental and have the request placed on the "waiting list." At such time as the number of nonco-owner occupied units falls below the 10% unit maximum, the Co-owner at the top of the "waiting list" will receive permission to rent his unit. Leases or rental agreements existing as of the effective date of this amendment shall be grandfathered in.

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

If no lease form is to be used, then the Co-owner shall supply the Board of Directors with the name and address of the potential lessee, along with the rental amount and due dates, or any rental or compensation payable to a Co-owner, and the term of the proposed agreement. If rental or lease of the unit will exceed the 10% unit maximum stated in subsection (a), then the Co-owner agrees to withdraw from rental of the unit until such time as the number of nonco-owner occupied units falls below the 10% unit maximum.

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

(c) (i) No co-owner shall lease less than an entire unit in the Condominium and the unit must be occupied only by the tenant and his family. The lease must have a term of at least one year.

(ii) Any written lease or rental agreement shall: (i) require the lessee or tenant to comply with the Condominium Documents and Rules and Regulations of the Association; (ii) require that the lessee or tenant carry insurance on his personal property on the Common Elements or in the unit and his personal liability for occurrences in the unit or on the Common Elements; (iii) provide that failure to comply with the Condominium Documents and Rules and Regulations is a default in the terms of the lease; and (iv) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen days prior written notice to the Condominium unit Co-owner, in the event of default by the tenant in the performance of the lease or noncompliance with the Condominium Documents. The Board of Directors may suggest or require a standard form lease for use by unit Co-owners.

(iii) Under no circumstances shall transient tenants be accommodated. For purposes of this Section, a "transient tenant" is a nonco-owner residing in a Condominium unit for a time period of 60 days, without a written lease.

(d) The Co-owner shall indemnify and hold the Association harmless as to any warranties concerning the Common Elements, whether express or implied, or as to the performance of the Association with regard to the unit or Common Elements.

(e) If the Association determines that the co-owner or then tenant or nonco-owner occupant has failed to comply with the provisions of these Bylaws, the Association shall take the following action:

1. The Association shall notify the Co-owner by certified mail advising the alleged violation by the tenant or non-co-owner occupant.

2. The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or nonco-owner occupant or advise the Association that a violation has not occurred.

3. If after fifteen days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the co-owner and tenant or nonco-owner occupant for breach of conditions of the Condominium Documents. The relief set forth in this subsection may be by Summary Proceedings. The Association may hold both the tenant or nonco-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or nonco-owner occupant in connection with the Condominium unit or the Condominium and for actual legal fees incurred by the Association in connection with the legal proceedings.

(f) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's condominium unit under a lease or rental agreement. The tenant, after receiving the notice, shall deduct the arrearage and future assessments from rental payments due the Co-owner as they fall due, and pay them to the Association. The deductions are not a breach of the rental agreement or lease by the tenant. The Association shall have the right to issue a Statutory Notice to quit for nonpayment of rent to the tenant if the tenant does not tender remittance as required by this Section to the Association, and initiate proceeding based upon that notice.

Section 3. Alterations and modifications of units and Common Elements by Co-owners shall be governed by Article VIII of these Bylaws and in compliance with this Section.

No Co-owner shall make alterations in exterior appearance or make structural modifications to the Co-owner's unit (including interior walls through or in which there exist easements for support or utilities); make changes in any of the Common Elements, Limited or General; or make changes in the exterior appearance of the Community without the express prior written approval of the Board of Directors. Except as otherwise provided in Section 3 of this Article, and Article VIII, Section 2 of these Bylaws, no Co-owner shall make any alterations, interior or exterior structural modifications, or additions or deletions to a unit, to the buildings or to any of the Common Elements, Limited or General, without prior written approval of the Board of Directors. The Board of Directors shall not approve alterations to load bearing walls or any alterations, structural modifications, additions or deletions which would jeopardize or impair the utility, soundness, safety, appearance or aesthetics of the Condominium Complex, or which are requested by a Co-owner who has been declared in default by the Board of Directors. Co-owners are prohibited from making interior alterations which have any effect on load bearing walls or any item which changes the exterior appearance, such as lighting installations, newspaper holders, basketball backboards, shutters and exterior painting. Installation of window air conditioners or exhaust fans, or exterior attachments such as cable, awnings, etc., are prohibited. Co-owners are further prohibited from damaging or modifying walls or floors between units which in any way impair sound conditioning provisions. The Board of Directors may require a recorded agreement stipulating the conditions of approval.

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

(b) If the Co-owner performs any alterations or modifications without receiving prior written approval from the Board of Directors, or installs a modification or alteration which does not correspond to Board approved parameters, the Association may summarily remove or abate the alteration or modification. The costs and expenses incurred in removal or abatement will be assessed to the Co-owner and are enforceable and collectible as remedial assessments as provided in Article V. The Board of Directors may, in addition, pursue other remedies available in the Condominium Documents or Bylaws.

The Co-owner shall indemnify and hold the Board of Directors and the Association harmless from, and against, any and all costs, damages, and liabilities incurred with regard to the approved modification.

No Co-owner shall install, nor shall the Board of Directors approve, any alteration or modification which in any way restricts access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any element which affects the Association responsibility in any way. If access has been restricted by an approved modification or alteration which predates these

Bylaws, then the Board of Directors or the designated agent of the Association may remove any coverings or attachments of any nature, including patios and decks, which restrict such access. The Board of Directors or its agent shall have no responsibility for repairing, replacing or reinstalling any materials that are damaged in the course of gaining access. The Board of Directors or its agents shall not be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4.

(a) No immoral, improper, unlawful or offensive activity shall be carried on about or upon the Common Elements, Limited or General, or any unit, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be engaged in on the Common Elements or in any unit. No Co-owner shall do or permit anything to be done or keep or permit to be kept anything that will increase the rate of insurance on the Condominium without prior written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the allowance of any such condition.

(b) Unsolicited electronic or other communications to other unit owners or distribution of commercial advertising may be deemed nuisance behavior by the Board of Directors, upon receipt of written complaints from other unit owner recipients. Co-owners, their nonco-owner occupants or their tenants who receive 3 or more violation notices pertaining to the Condominium Documents, within a 12-month period by reason of their acts or omissions or those of their family or household members, licensees, invitees, or guests shall be deemed to be disruptive, disturbing or engaging in nuisance behavior under these Condominium Documents.

(c) No Co-owners, their unit occupants, family or household members, tenants, licensee, invitees or guests are allowed to use or possess marijuana (or any other controlled substance) on or in any of the Common Elements. Use of marijuana by a person with a registry identification card shall be confined to the registered person's unit and in STRICT compliance and conformance to state law and all pertinent administrative rules.

(d) No Co-owner, while in the Community, shall allow, cause, use or permit the use or operation of any device, tool, equipment or any other sound or noise creating circumstance which causes, or constitutes or is deemed a nuisance to other Co-owners or the Community in general. The Board of Directors may promulgate Rules and Regulations to address quiet hours in the

Community and to further identify such prohibited conduct or circumstance in the enforcement of this Bylaw provision.

Section 5. Reasonable Rules and Regulations consistent with the Act, and the Condominium Documents concerning the use of the Common Elements; or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium; or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors. Copies of all such Rules and Regulations and any amendments shall be furnished to all Co-owners and shall become effective 10 days after mailing or delivery to the designated voting representative of each Co-owner. Any such Rule or Regulation or amendment may be revoked pursuant to the following procedure:

i. A written petition signed by 35% percent of the qualified designated voting representatives and requesting a special meeting for review of a specific Rule or Regulations shall be presented to the Board of Directors;

ii. Upon receipt of the Petition and verification of the signatures affixed to the Petition, the Board of Directors shall have no less than 7 nor more than 60 days in which to hold a special meeting of the Co-owners for the sole purpose of review of the specific Rule or Regulation which is the subject of the Petition

iii. At the special meeting, the affirmative vote by written ballot of more than 50% of all designated voting representatives of the Association in number to revoke the Rule and Regulation at issue shall result in revocation effective immediately. Failure to obtain the requisite vote for revocation shall validate the challenged Rule or Regulation.

iv. The Board of Directors may promulgate, revise, repeal, amend or revoke any Rule or Regulation.

Section 6.

(b) The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner either in the unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium. Arrangement must be made by the Co-owner directly with the appropriate disposal authority for disposal of obsolete or abandoned personal property or disposable items.

(c) Washing of vehicles may occur in areas designated by the Board of Directors. Absolutely no washing of vehicles may be effectuated in grassed areas of the Condominium premises. Only vehicles belonging to the Co-owner and the Co-owner's immediate family may be washed on the Condominium premises. Any costs and expenses incurred by the Association due to non-compliance with this section by a Co-owner or the family of a Co-owner and any and all costs and expenses incurred by the Association as a result of the failure of such Co-owner to properly police and maintain the washing site shall be charged to the unit Co-owner and collected in the same manner as assessments pursuant to Article V of these Bylaws.

(d) No vehicle repairs are permitted on the Common Elements.

Section 7. No unsightly condition shall be maintained on sidewalks, landscaped areas, driveways, roads, parking areas, porches, balconies and patios nor shall they be obstructed in any way or be used for purposes other than for which they are reasonably and obviously intended. No personal property may be left unattended on or about the Common Elements. No personal property may be left on the General Common Elements or Limited Common Elements from November 1 to April 1.

Section 8.

(a) Maintenance of vehicles in the Community is limited to one vehicle per licensed driver residing in the unit unless extraordinary circumstances exist and the Board of Directors has issued a prior written approval. All such vehicles shall carry current license plates and registrations and be in operating condition. Inoperable, unlicensed or junk vehicles are prohibited anywhere in the Community, including in Limited Common Element garages. No vehicles shall be stored in the Complex unless the Board of Directors has issued prior written permission.

All vehicles brought into or maintained in violation of this Section shall be subject to removal from the Community through tagging and towing measures initiated by the Board of Directors or its designated agent, and fines levied therefor.

(b) No vehicles shall be parked in residents' guests' parking unless prior written permission has been provided by the Board of Directors. Licensed residents shall park their vehicles in the unit garage. If the number of vehicles owned by the Co-owner(s) exceeds the available garage space, the additional vehicle shall be parked in the Co-owner's driveway, approved by the Board of Directors.

(c) Commercial vehicles shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall be defined in the same manner as defined in Section 84.1 of the City of Rochester Hills General Ordinances, as may be amended, or as may be defined by the Board of Directors of the Association upon at least 60 days written notice to the Co-owners.

(d) No house trailers, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, or recreational vehicles may be parked or stored upon the premises of the Condominium. Violation of any parking restriction shall authorize the Board of Directors to assess fines pursuant to Article XV of these Bylaws

Section 9. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, slingshots, fireworks or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, nor shall any Co-owner use or permit to be brought into the buildings in the Condominium any flammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed to be extra-hazardous to life, limb, or property. Chimeneas, fire pits, tiki torches, etc., are prohibited in the complex.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit, including "For Sale" signs, without prior written permission from the Board of Directors.

Section 11. All service or companion animals shall be of a domestic nature and must comply or conform to all State and local health and safety laws.

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

(b) The Board of Directors may receive verification from a Doctor or other medical professional, who, through professional capacity, has knowledge about a person's disability, their requirements and familiarity with the therapeutic benefits of such service or companion animal, and the need for reasonable accommodations. No medical records or details of such person's disability need be furnished.

(c) The Board of Directors may adopt reasonable Rules and Regulations regarding service or companion animals. All service or companion animals entering upon the Community shall comply with the Rules and Regulations. The Co-owner maintaining, or allowing residence or being visited by such animal, shall be responsible for the actions and any violations by such animal or its handler.

(d) All damages or expenses to the Association by reason of the service or companion animal are chargeable to the person having such service or companion animal and are collectable as assessments against the unit where such animal is harbored, kept, maintained, or visiting. The Board of Directors may require removal of a service or companion animal, which has caused undue financial or administrative hardship to the Association or pose a direct threat to residents of the Community.

(e) Non-service pets may be maintained on the Condominium Premises subject to limitations and restrictions as set forth in the Rules and Regulations.

Section 12. The Association or its duly authorized agents shall have access to each unit and any Limited Common Elements during reasonable working hours, with notice to the Co-owner, as necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each unit and any Limited Common Elements at all times without notice as may be necessary to make emergency repairs, to prevent damage to the Common Elements or to another unit or if a dangerous condition or circumstance is believed to exist. It shall be the responsibility of each Co-owner to provide the Association means of access to the unit and any Limited Common Elements during all periods of absence. In the event of the failure of a Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and is not liable to the Co-owner for any necessary damage to his unit and any Limited Common Elements caused, or for repair or replacement of any doors or windows damaged, in gaining access.

Section 13. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing.

Section 14. Every Co-owner shall maintain their unit and any Limited Common Elements for which they have maintenance responsibility in a responsible manner and a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any unit which are appurtenant to or which may affect any other unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by the Co-owner, or the Co-owner's family, guests, agents or invitees, or through casualties and occurrences involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair and replace.

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

Section 15. Any and all costs, damages, expenses and/or attorney's fees incurred by the Association in enforcing any of the restrictions set forth in this Article XI or elsewhere in the Condominium Documents shall be assessed to the pertinent unit or units. Any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner or Co-owners in the manner provided in Article V.

Section 16. The Condominium Complex shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium.

Section 17. The maintenance of satellite dishes in the Complex is governed by the following:

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

(b) Co-owners are responsible for satellite dish, insurance, maintenance, repair and replacement, and the correction of any safety hazard. If dishes become detached, Co-owners must remove the dish or repair the detachment within 48 hours of the detachment. If the detachment threatens safety, the Association may remove dishes at the expense of the co-owner immediately, and without liability to the Co-owner. Co-owners are responsible for satellite dish repainting or replacement if the exterior surface of satellite dish deteriorates.

(c) Satellite dishes must be mounted on the unit balcony or in the unit patio only. The satellite dish installation cannot interfere/disrupt/block existing underground utilities, sprinkler systems, down spouts, exterior water spigots for common use, access to or exit from a unit, sidewalk, or other Common Elements. The Co-owner must call Miss Dig prior to installation.

(d) Satellite dishes must be installed and secured in compliance with all applicable city and state laws and regulations, and manufacturer's instruction. Co-owners, prior to installation, shall provide the Association with a copy of any applicable municipal permit. Any wiring must follow the gutter, downspout and roof lines. Nothing is permitted to be attached to the roof.

(e) The Co-owner shall indemnify and hold the Association harmless for all actions of whatsoever kind and nature involving installation, use and removal of the satellite dish, including:

(i) Payment of medical expenses of persons injured by satellite dish installation, maintenance, or use;

(ii) Reimbursement to other residents for damage caused by satellite dish installation, maintenance or use;

(iii) Repair of damage to any property caused by satellite dish installation, maintenance or use.

(f) The Co-owner must remove the satellite dish when the unit is sold and return the Common Elements to as near as practicable the original condition unless:

i. The unit purchaser also purchases the satellite dish, receives a bill of sale for the purchase, and agrees to assume all responsibility for the satellite dish, mounting and screening, and assume the other terms and conditions of original installation, or

ii. The purchasing Co-owner owns a satellite dish, uses the existing approved mounting and screening, and agrees to assume all responsibility for the terms and conditions of original installation.

(g) Any changes or upgrades to an approved existing satellite dish must be submitted to the Board of Directors with an additional notice of installation.

(h) Any installer other than the Co-owner must provide the Association with an insurance certificate listing the Association as an additional insured prior to installation. Insurance shall cover the contractor's General Liability; including completed operations; and Workers Compensation. Contractors are not permitted to bring any vehicles on the lawn areas.

(i) A Co-owner desiring to install a satellite dish must complete a Notice form and submit it to the Board of Directors in care of the property management company at least 30 days prior to installation.

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

Section 18. The display of all flags other than the American Flag requires the prior written approval of the Board of Directors.

Section 19. The Common Elements shall not be used for disposal of cigarette butts, bottles, papers and wrappers or similar items, collectively defined as "litter." The costs of clean up and fines shall be assessed to the responsible Co-owner and collected in the same manner as assessments per Article V.

Section 20. All Co-owners shall ensure that if they or their unit occupants, family or household members, tenants, licenses, invitees or guests smoke tobacco products (whether for medical, recreational or other purposes), such activity shall not be allowed or permitted to permeate other units or their Limited Common Elements. Smoking is prohibited in the Clubhouse and pool areas.

Section 21. As used in this Section, the following terms have the meaning defined below.

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

(1) Provides a location for loitering, vagrancy, unauthorized entry or other criminal activity.

(2) Has been boarded or partially boarded restricting ingress and egress through windows and/or doors for at least 30 days.

(3) Has real estate taxes in arrears for a period of time exceeding 365 days.

(4) Has either water, sewer, electric or gas or any of the foregoing disconnected or not in use.

(5) Has not been maintained in compliance with the International Property Maintenance Code and ordinances of Rochester Hills that relate to units and their occupancy or use.

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

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

(1) The legal name of each Co-owner, and mortgage holder. If the ownership or the entity holding a mortgage is a corporation, limited liability company, partnership or other non-natural legal entity, the resident agent, managing partner, general partners and/or shareholders names and contact information shall be provided.

(2) Address of persons referred to in Subsection c(1) above.

(3) The telephone number and address of an agent or representative authorized by the Co-owner, and/or party holding a mortgage to handle affairs for the property and to act as the person for notification. Such agent or representative must be capable of traveling to the property within a one hour driving radius of the Condominium Community.

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

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

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

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

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

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

(i) Any and all fees or costs incurred relating to this Section including but not limited to registration fees and costs incurred associated with enforcement activity shall be fully reimbursable to the Association by the Co-owners of the property and mortgage holders jointly and severally and shall be considered a lien upon the subject property subject to enforcement in the same manner as assessments per Article V. Such method of enforcement shall be a cumulative remedy. Further examples of activities for which fees and costs shall be payable to the Association, include costs for preparation of correspondence relating to this Bylaw, costs for inspection, costs for vehicle removal, costs for entry of the subject property, costs for preparation or proceeding with enforcement pursuant to this Bylaw.

Section 22. "Solar energy" means radiant energy received from the sun at wave lengths suitable for the heat transfer, photosynthetic use, or photovoltaic use.

(a) "Solar collector" means:

(1) an assembly, structure, or design, including passive elements, used for gathering, concentrating, or absorbing direct and indirect solar energy, specially designed for holding a substantial amount of useful thermal energy and to transfer that energy to a gas, solid, or liquid or to use that energy directly; or

(2) a mechanism that absorbs energy and converts it into electricity; or

(3) a mechanism or process used for gathering solar energy through wind or thermal gradients; or

(4) a component used to transfer thermal energy to a gas, solid, or liquid, or to convert it into electricity.

(b) "Solar storage mechanism" means:

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

(c) "Solar energy systems" means:

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

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

The Board of Directors shall have the ability and power to establish an energy policy statement regarding the application, approval, installation, usage, and operation of all such systems. Such policy shall include, by way of illustration, the location, design, architectural, aesthetics, responsibilities, or other requirements pertaining to such solar energy systems.

Section 23. All electrical equipment or other energy producing devices and utility services and charging devices for motor vehicles shall be installed, safely operated, and maintained at the sole cost and expense of the Co-owner and in accord with any applicable laws, ordinances, administrative rules, and standards of the industry or manufacturer. All such utility services usage shall be the expense of the Co-owners and not an expense of administration. A Co-owner must file a modification request and receive approval prior to the installation of any such equipment and devices. All such devices shall be operated at the acceptable decibel limits established by the manufacturer and shall not be unreasonably noisy or a nuisance, overburden the existing utility services, nor be deleterious to the aesthetic appearance of the Community.

The Board of Directors shall have the discretionary authority to regulate the dimensions, placement, size and appearance of any such energy and charging devices, electrical equipment, and utility services, through duly adopted Rules and Regulations of the Association.

ARTICLE XII

MORTGAGES

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

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

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

ARTICLE XIII

COMPLIANCE

Section 1. The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the provisions of the Act, and the Condominium Documents. If any provision of these Bylaws or the Corporate Bylaws conflicts with any provision of the 2014 Restatement of the Amended and Restated Master Deed the 2014 Restatement shall govern. If any provision of the Corporate Bylaws conflicts with any provision of these Bylaws, these Bylaws shall govern.

Section 2. These Bylaws may be amended in accordance with the Condominium Act.

ARTICLE XIV

REMEDIES FOR DEFAULT

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

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

(b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such prelitigation, litigation, and post litigation or appellate attorney's fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees. In the event of any proceeding where a Court finds that: (1) a party's claim or defense had an improper purpose or primary purpose to harass, embarrass or injure the other party; or was interposed to cause unnecessary delay or needless increase in the cost of litigation or expenses for the Association; (2) a party's claim or defense had no reasonable basis upon which to believe the underlying facts were true; or (3) a party's claim or defense is devoid of arguable legal merit, then the Court shall award attorney's fees, and costs, and reimbursement of expenses incurred in the prosecution or defense of any claim. If the Association prevails in any legal action, in defending any claim, counter-claim or third party claim, or any other matter or proceeding asserted by a unit owner or resident, the Association shall be entitled to recover all of its costs, actual attorney's fees and expenses.

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

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

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

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

ARTICLE XV

FINES

Section 1. 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 the Co-owner's personal actions or the actions of family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

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

(a) Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense stated with reasonable specificity as will place the Co-owner on notice stated with the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address as shown in the notice required to be filed with the Association under Article IV, Section 3 of these Bylaws.

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

(c) Failure to respond to the notice of violation constitutes a default.

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

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

(a) First Violation. No fine shall be levied.
(b) Second Violation. Fifty Dollar ($50.00) Fine.
(c) Third Violation. One Hundred Dollar ($100.00) Fine.
(d) Fourth and Subsequent Violations. Five Hundred Dollar ($500.00) Fine.

The fine amounts are subject to change by the Board of Directors in its discretion upon 15 days written notice to the designated voting representatives of the units, without the necessity of an amendment to these Bylaws. For purposes of this Section, the number of the violation (ie. first, second etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be an occupant of the Complex, and is not based upon time or violations of entirely different provisions.

Section 4. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first day of the month following the fine levy. 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 V and Article XIV of these Bylaws.

ARTICLE XVI

SEVERABILITY

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

DATED: October 30, 2014

KING'S COVE ASSOCIATION

BY: Richard J. Stinson

RICHARD J. STINSON

PRESIDENT OF THE BOARD OF DIRECTORS

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

On this 30th day of October, 2014, the foregoing instrument was acknowledged before me by Richard Stinson, President of

King's Cove Association, who attested that this document received the approval of two-thirds of the Co-owners of King's Cove Association.

CAROL ANNE COOPER
Notary Public - Michigan
Macomb County
My Commission Expires Jul 16, 2019
Acting in the County of Oakland

Notary Public
Macomb County, Michigan
My Commission Expires: July 16, 2019
Acting in Oakland County.

Drafted by:
When recorded, return to drafter.

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

Kingscove(tb)restatedbylaws.September,2014