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# AMENDED AND RESTATED CONDOMINIUM BYLAWS

## SHADOWS ON THE GREEN

2019 JUL -2 P 1:25

BAY COUNTY  
REGISTER OF DEEDS

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**SHADOWS ON THE GREEN**

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

Section 1.     **The Association.** Shadows on the Green, a residential Condominium located in the Township of Frankenlust, Bay County, Michigan, will be administered by an Association of Co-owners, which will be a nonprofit corporation, the Shadows on the Green Condominium Association (hereinafter the "Association"). The Association will be responsible for the management, maintenance, operation and administration of the Common Elements, property, easements and affairs of the Condominium, subject to and in accordance with the Amended and Restated Master Deed, these Amended and Restated Bylaws, the Articles of Incorporation, duly adopted Rules and Regulations of the Association (collectively referred to herein as the "Condominium Documents"), and the laws of the State of Michigan. All Co-owners and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements will be subject to the provisions and terms set forth in the Condominium Documents.

Section 2.     **Purpose of Amended and Restated Bylaws.** These Amended and Restated Bylaws are designated as both the Condominium Bylaws, as required by the Condominium Act, MCL 559.101, et al., as amended, and the Corporate Bylaws as required by the Michigan Nonprofit Corporation Act, MCL 450.2101, et al., as amended. These Amended and Restated Bylaws are intended to supersede any prior Bylaws.

**ARTICLE II**  
**ASSESSMENTS**

The Association's levying of Assessments and collection of Assessments will be governed by the following provisions:

Section 1.     **Taxes and Assessments.** The Association will be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners and personal property taxes based thereon will be treated as expenses of administration. Governmental special assessments and property taxes will be assessed against the individual Unit, notwithstanding any subsequent vacation of the Condominium. The levying of all property taxes and governmental special assessments will be assessed in accordance with MCL 559.231 of the Condominium Act, as amended.

Section 2.     **Expenses and Receipts of Administration.** All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium will be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the



Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium will be receipts of administration, within the meaning MCL 559.154(4) of the Condominium Act, as amended, except as modified by the specific assignment of responsibilities for costs contained in Article IV of the Amended and Restated Master Deed.

**Section 3.**     **Determination of Assessments.** Assessments will be determined as follows:

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

**B. Additional Assessments.** The Board of Directors, in its sole discretion, will have the authority to increase the general Assessment or to levy Additional Assessments as it deems necessary. An Additional Assessment may only be levied for the following purposes:

- (i) to meet deficits incurred or anticipated because current Assessments are insufficient to pay the costs of operation and maintenance;
- (ii) to provide replacements of existing Common Elements;
- (iii) to provide additions to the Common Elements at a total annual cost not to exceed ten (10%) percent of the Association's annual operating budget from the prior fiscal year;
- (iv) to purchase a Unit upon foreclosure of the lien for Assessments described hereafter; or
- (v) for any emergencies.

The authority to levy Assessments pursuant to this Subsection is solely for the benefit of the Association and will not be enforceable by any creditors of the Association unless the

Association voluntarily assigns the right to levy Assessments to any lender in connection with a voluntary loan transaction entered into by the Association.

C. **Special Assessments.** Special Assessments, in addition to those described in Subsection A and B above, may be levied by the Board of Directors if approved by the Co-owners as provided in this Subsection. The purpose of Special Assessments is to meet other requirements of the Association, including, but not limited to:

- (i) providing additions to the Common Elements at a total cost exceeding ten (10%) percent of the Association's annual operating budget from the prior fiscal year;
- (ii) Assessments for any other appropriate purpose not provided for elsewhere.

Special Assessments as provided for by this Subsection will not be levied without the prior approval of a majority of all Co-owners entitled to vote. The authority to levy Assessments pursuant to this Subsection is solely for the benefit of the Association and will not be enforceable by any creditors of the Association unless the Association voluntarily assigns the right to levy Assessments to any lender in connection with a voluntary loan transaction entered into by the Association.

D. **Reserve Fund.** The Association will maintain a reserve fund for major repairs and replacements of Common Elements, which, at a minimum, shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The Association may increase or decrease the reserve fund but may not reduce it below ten percent (10%) of the annual budget of the Association. The reserve must be funded at least annually from the proceeds of the regular Assessments set forth in Subsection A of this Section, but may be supplemented by additional or Special Assessments. The Board of Directors will annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such Rules and Regulations as it deems desirable with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

Section 4. **Apportionment of Assessments.** Unless otherwise provided in these Amended and Restated Bylaws or in the Amended and Restated Master Deed, all Assessments levied against the Co-owners to cover expenses of management, administration and operation of the Condominium will be apportioned equally by the Co-owners in accordance with the Percentage of Value assigned to each Unit in Article VI of the Amended and Restated Master Deed.

Section 5. **Payment of Assessments and Penalty for Default.** Annual Assessments as determined in accordance with Article II, Section 3(A) above will be payable by Co-owners in twelve (12) equal monthly installments, or in such installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments will be payable as stated in the notice announcing their levy.

The Association, as the Board so determines, may establish one or more required or preferred method(s) of payment, such as ACH payments, of Assessments and other charges due the Association. If the Board establishes a preferred method(s) of payment, the Association may impose a surcharge or other fee for the use of non-preferred form(s) of payment, such as check, credit card, or cash.

The payment of an Assessment will be in default if such Assessment, or any part of the Assessment, is not paid to the Association in full on or before the due date for such payment, which will be the first (1<sup>st</sup>) day of each calendar month, or such other date as may be established by the Board of Directors for any Assessment. Assessments in default will bear interest at the highest rate allowed by law or seven percent (7%) per annum, whichever is higher, until paid in full. In addition, all Assessments, or installments, which remain unpaid as of ten (10) days after the due date based on the postmark date or date of electronic transmission if sent electronically, will incur a uniform late charge of twenty-five (\$25.00) dollars to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise the uniform late charges and may levy additional late fees for Special and Additional Assessments, pursuant to Article VI, Section 12 of these Amended and Restated Bylaws without the necessity of amending these Amended and Restated Bylaws. Once there is a delinquency in the payment of any installment of the Annual Assessments, the remaining unpaid installments of the Annual Assessment for that fiscal year may be automatically accelerated so that such unpaid installments are immediately due and payable. Each Co-owner, whether one or more persons, will be personally liable for the payment of all Assessments including, reasonable attorney's fees, costs, late fees and interest levied against their Unit while such Co-owner has an ownership interest in the Unit. Payments on account of installments of Assessments in default will be applied in the following order (from highest priority to least priority):

- (i) to costs of collection and enforcement of payment, including reasonable attorney's fees;
- (ii) to any interest charges, fines and late fees on such installments; and then
- (iii) to installments in default in order of their due dates.

A Co-owner selling a Unit will not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

**Section 6.      Incomplete Units and Developer's Responsibility for Assessments.**

- (i) For Completed Units, all Co-owners including the Developer shall pay full regular monthly Assessments (i.e., Annual Assessments) and any Special or Additional Assessments.
- (ii) Co-owners of incomplete Units not owned by the Developer shall pay one-half of all Annual, Additional or Special Assessments, until January 1, 2021, at which time, all annual, additional or special Assessments for incomplete units will increase to 100%.

- (iii) Only Co-owners, including Developer, paying full Assessments are entitled to a full vote on any matter pertaining to the Association or the Condominium.
- (iv) Developer is entitled to one-half vote per incomplete Unit for which Developer elects to pay one-half of regular Assessments.
- (v) Completion of a Unit shall be determined by issuance of a certificate of occupancy.
- (vi) For incomplete Units, Developer shall pay no Special Assessments.
- (vii) Developer shall pay one-half of regular monthly Assessments and Additional Assessments for ten (10) incomplete Units. These units shall be 20, 21, 29, 30, 46, 47, 48, 49, 50, and 51. This limitation on assessments shall be reduced as these specific units are completed. Complete Units for which Developer pays full Assessments pursuant to subparagraph (i), above and reduced by the number of Units Developer has transferred to third parties for which one-half or full Assessments are payable pursuant to subparagraphs (i) or (ii), above.
- (viii) In addition, Developer, shall, at its own expense maintain Developer's incomplete Units and pay all applicable taxes and insurance for its incomplete Units and pay for lawn care for such Units and the common elements surrounding such Units and for and snow and ice removal for Faith Blvd.

Any amounts required to be paid under this Section shall be collected and enforced in the same manner as a regular Assessment.

**Section 7.**     **Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself or herself from liability for contribution toward the expenses of management, maintenance, operation or administration by any of the following actions: 1) waiver of the use or enjoyment of any of the Common Elements, 2) by abandonment of the Co-owner's Unit, 3) because of uncompleted repair(s) or 4) the failure of the Association to provide services and/or management to the Condominium or the Co-owner.

**Section 8.**     **Enforcement.**

**A.     Statutory Lien.** Any sums assessed to a Co-owner that are unpaid, including, reasonable attorney's fees, costs, late fees, interest or advances made by the Association for taxes or other liens to protect its lien, constitute a lien upon the Unit or Units owned by the Co-owner at the time of the Assessment before other liens to the extent provided by law. The lien upon each Unit owned by the Co-owner will be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid Assessments attributable to Units no longer owned by the Co-

owner but which became due while the Co-owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement by the Association.

**B. Remedies.** In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent Assessments by a lawsuit for a money judgment or by foreclosure of the statutory lien that secures payment of Assessments, or both. So long as the default continues, a Co-owner:

- i. may not withhold or escrow Assessments;
- ii. may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of Assessments, the fact that the Association or its agents have not provided services or management to a Co-owner in default;
- iii. will not be entitled to utilize any of the General Common Elements of the Condominium; and
- iv. will not be entitled to vote at any meeting of the Association so long as such default continues.

However, this provision will not operate to deprive any Co-owner of ingress or egress to and from their Unit. The Association may also discontinue the furnishing of any utilities or services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. In a judicial foreclosure action, a receiver may be appointed to collect reasonable rent for the Unit from the Co-owner or any persons claiming under them, and if the Unit is not occupied by the Co-owner, to lease the Unit and collect and apply the rental as provided in this Article. The Association may also assess fines for late payment or nonpayment of Assessments in accordance with the provisions of Article XVI of these Amended and Restated Bylaws. All remedies will be cumulative and not alternative.

**C. Foreclosure of Lien and Foreclosure Proceedings.** Each Co-owner, and every other person who has any interest in the Condominium, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of Assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of MCL 559.208 of the Condominium Act, as amended, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other person who has any interest in the Condominium, will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit and Improvements with respect to which Assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner acknowledges that at the time of acquiring title to such Unit, they were notified of the provisions of this Section 7 either in these Amended and Restated Bylaws or in the original Bylaws, and that they voluntarily, intelligently and knowingly waived notice of any

proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of Assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all Co-owners, may bid at the foreclosure sale and acquire, hold, lease, mortgage or convey the Unit sold.

**D. Notice of Action.** The Association may not commence a judicial foreclosure action nor publish any notice of foreclosure by advertisement until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at their last known address, of a written notice that one or more installments of the Annual Assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future Assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the Office of the Register of Deeds in the County in which the Condominium is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under the Condominium Documents or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association will inform such representative that they may request a judicial hearing by bringing suit against the Association.

**E. Expenses of Collection.** All expenses incurred in collecting unpaid Assessments will be chargeable to the Co-owner in default and will be secured by the lien on the Co-owner's Unit. Expenses include, but are not limited to:

- i. interest;
- ii. fines;
- iii. late fees;
- iv. costs;
- v. reasonable attorney's fees not limited to statutory fees and including attorney's fees and costs incurred pre-litigation, or incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or reasonable attorney's fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner; and
- vi. advances for taxes or other liens or costs paid by the Association to protect its lien

In the event of a foreclosure sale by the Association, the Co-owner will be liable for Assessments chargeable to the foreclosed Unit that become due before the expiration of the redemption period.

**Section 9. Liability of Mortgagee.** The holder of any first mortgage of record covering any Unit in the Condominium, or its successors and assigns, who obtains title to the Unit pursuant to the foreclosure remedies provided in a mortgage, will take the property free of any claims for unpaid Assessments or charges against the mortgaged Unit which became due prior to the date of the foreclosure sale. This provision does not apply to past due claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

**Section 10. Unpaid Assessments Due on Sale of Unit.** Upon the sale or conveyance of a Unit, any unpaid Assessments, interest, late fees, fines, costs and reasonable attorney's fees against the Unit will be paid out of the net proceeds of the sale price or by the purchaser in preference over any other Assessments or charges of whatever nature except (a) amounts due a federal taxing authority, or the State of Michigan or any subdivision of the State of Michigan for taxes or Special Assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid Assessments.

**Section 11. Written Statement of Unpaid Assessments.** A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid Assessments, interest, late fees, fines, costs and reasonable attorney's fees outstanding against the Unit. The purchaser is not liable for any unpaid Assessments, interest, late fees, fines, costs and reasonable attorney's fees in excess of the amount set forth in such written statement, nor will the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the conveyance will be liable for any unpaid Assessments against the Unit, together with interest, late fees, fines, costs and reasonable attorney's fees incurred in connection with the collection of such Assessments. The Association may charge such reasonable amounts for preparation of such a statement as the Association will, in its discretion, determine.

**Section 12. Construction Liens.** Construction liens attaching to any portion of the Condominium will be subject to the following limitations and MCL 559.232 of the Condominium Act:

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

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

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

### ARTICLE III ALTERNATIVE DISPUTE RESOLUTION

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

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

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

**Section 4. Mediation.** The Association may, but is not obligated to, take enforcement action when a dispute under the Condominium Documents is solely a dispute between Co-owners involving an alleged nuisance or offensive behavior, not involving damage to the Common Elements and not involving a violation of the Association's architectural or maintenance standards. In any dispute between Co-owners, such Co-owners must first work in good faith with each other to resolve their differences before the complaining Co-owner reports an alleged violation of the Condominium Documents to the Association. A Co-owner's complaint to the Association about another Co-owner must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining Co-owner; and (d) provide the name, address, phone number(s), and email address(es) of the complaining Co-owner. In instances involving a dispute between two or more Co-owners that has been presented to the Association, the Association may compel the disputing Co-owners to first attempt to mediate the dispute before considering any other action. All compelled mediation will be conducted by qualified outside mediators at the expense of the disputing Co-owners. In all other instances, mediation will be totally voluntary and upon agreement of the disputing parties.

### ARTICLE IV INSURANCE

**Section 1. Extent of Coverage.** The Association will carry 1) fire and extended coverage insurance, 2) vandalism and malicious mischief insurance 3) liability insurance, with minimum coverage of not less than \$1,000,000.00 per occurrence, 4) workmen's compensation insurance, if the Association is required to carry such insurance under the Michigan Workers' Disability Compensation Act, MCL 418.101, et seq. 5) Fidelity Bond coverage in an amount no less than a sum equal to three months aggregate Assessments on all Units plus reserve funds on



hand, such Fidelity Bond insurance to cover all officers, Directors and employees of the Association and for all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they will be responsible for obtaining the same type and amount of coverage on their own before handling an Association funds), 6) Directors and Officers Liability coverage, and 7) such other insurance as the Board of Directors deems advisable, including but not limited to umbrella insurance, and all such insurance will be carried and administered in accordance with the following provisions:

A. **Responsibilities of Association.** All such insurance will be purchased by the Association for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear and provision will be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Any insurance policy carried by the Association will not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and each holder of a first mortgage.

B. **Responsibilities of Co-Owners.** It will be each Co-owner's responsibility to obtain insurance coverage for the Co-owner's Unit and all appurtenant Limited Common Elements for which the Co-owner bears maintenance, repair and/or replacement responsibility including, but not limited to, the following: 1) the interior of the Unit, including Common Elements, all fixtures, equipment and trim within a Unit, 2) personal property located within a Unit or elsewhere in the Condominium, as well as for all improvements and betterments to the Unit and Limited Common Elements and for personal liability and property damage for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit for which the Co-owner is responsible pursuant to Article IV of the Amended and Restated Master Deed, 3) for any alternative living expenses in event of fire or other casualty and 4) for any common element modifications that are approved by the Association to the extent that the written common element modification agreement so provides. The Association will have no responsibility for obtaining such coverage. It will be each Co-owner's responsibility to determine by personal investigation or by consultation with the Co-owner's insurance advisor whether the Co-owner's insurance will be adequate in type and amount to recompense the Co-owner for all foreseeable losses and liability risks. Each Co-owner will deliver certificates of insurance to the Association to evidence the continued existence of all insurance required to be maintained by the Co-owner and the Association may require such certificates of insurance at its discretion. In the event of the failure of a Co-owner to obtain the above described insurance or to provide evidence of insurance coverage to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums will constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association Assessments may be collected in accordance with Article II above.

C. **Insuring of Common Elements.** All Common Elements of the Condominium will be insured by the Association or Co-owners, as the case may be, according to the responsibilities assigned in Article IV of the Amended and Restated Master Deed, against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to 100% of the current replacement cost of the insurable Improvements, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such

coverage may also include as secondary coverage pursuant to Subsection F below, structural or bearing interior walls and floor construction between Unit levels within any Unit. If the Association elects to include such items under its insurance coverage, any additional premium cost to the Association may be assessed to and paid by said Co-owner(s) and collected as a part of the Common Elements against said Co-owners under Article II above.

**D. Association Premium Expenses.** All premiums for insurance purchased by the Association pursuant to these Amended and Restated Bylaws will be expenses of administration.

**E. Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association will be received by the Association and distributed to the Association, the Co-owners and their mortgagees as their interests may appear. However, whenever repair or reconstruction of the Condominium will be required as provided in Article V of these Amended and Restated Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction will be applied for such repair or reconstruction, and in no event will hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium without the prior written approval of a majority of all of the institutional holders of first mortgages on Units in the Condominium.

**F. Determination of Primary Carrier.** There may be overlapping coverage between the Co-owners' policies and those of the Association, as required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this Subsection will control in determining the primary carrier. In cases of property damage to the Unit and its contents, or any other Unit, Limited Common Element or other element or property for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed including Improvements and betterments, or incidental or consequential damages to any other Unit resulting from an item, element or occurrence for which the Co-owner is assigned responsibility in Article IV of the Amended and Restated Master Deed, the Co-owner's policy/carrier will be deemed to be the primary carrier. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed, the Association's policy/carrier will be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, or occurrences in/on the Unit or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed including Improvements and betterments, the Co-owner's policy/carrier will be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed including Improvements and betterments, the Association's policy/carrier will be deemed to be the primary carrier. In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-owner will be limited to the amount of the insurance proceeds,

and will not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common Element or any repair or replacement of same, the insurance carrier of the Co-owner will have no right of subrogation against the Association or its carrier.

**Section 2.**     **Association as Attorney-in-Fact to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium, will be deemed to appoint the Association as the Co-owner's true and lawful attorney-in-fact to act in connection with all insurance matters relating to the Condominium, the Co-owner's Unit and the Common Elements. Without limiting the foregoing, the Association, as said attorney, will have full power and authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear subject to the Condominium Documents, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as will be necessary or convenient to the accomplishment of the foregoing.

**Section 3.**     **Indemnification.** Each individual Co-owner will indemnify and hold harmless every other Co-owner and the Association for all damages and costs, including attorney's fees, which such other Co-owners or the Association may suffer as a result of defending any claim arising out of an occurrence for which the individual Co-owner is required to carry coverage pursuant to this Article and will carry insurance to secure this indemnity if so required by the Association. This Section will not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

**Section 4.**     **Expenditures Affecting the Administration of the Project.** Expenditures affecting the administration of the Condominium project will 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 project. Receipts affecting the administration of the Condominium project will include all sums received as 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 project.

## **ARTICLE V RECONSTRUCTION OR REPAIR IN CASE OF INSURED CASUALTY**

**Section 1.**     **Determination of Reconstruction or Repair.** This Article will apply to damage that is caused by casualty or other insurable event. Any other situations involving maintenance, repair and replacement will be governed by the allocation of responsibilities contained in Article IV of the Amended and Restated Master Deed. If the damaged property is a Common Element or a Unit, the property will be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by the affirmative vote of eighty percent (80%) of the Co-owners, in value, that are entitled to vote in the Condominium that the Condominium will be terminated, and not less than sixty-six and two-thirds (66 2/3%) percent of the institutional holders of a first mortgage lien on any Unit in the Condominium has given prior written approval of such termination.

**Section 2.     Repair and Reconstruction to Condition Existing Prior to Damage.**

Any reconstruction or repair will be substantially in accordance with the Amended and Restated Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Condominium Documents are amended in accordance with the Michigan Condominium Act, MCL 559.101, et seq.

**Section 3.     Co-owner Responsibility for Reconstruction or Repair.**

A.     **Definition of Responsibility.** If the damage is only to personal property, a Unit, part of a Unit or a Common Element which is the responsibility of a Co-owner to maintain, repair or insure, it will be the responsibility of the Co-owner to promptly repair such damage in accordance with Subsection B below.

B.     **Co-owner Responsibility.** Regardless of the cause or nature of any damage or deterioration, including, but not limited to, instances in which the damage or deterioration is incidental to or caused by:

- (i) a Common Element for which the Association is responsible pursuant to Article IV of the Amended and Restated Master Deed;
- (ii) the maintenance, repair or replacement of any such Common Element;
- (iii) the Co-owner's own actions or any failure of the Co-owner to take appropriate preventive action; or
- (iv) the malfunction of any appliance, equipment or fixture located within or serving the Unit;

the Co-owner of the Unit will promptly repair or replace the damage to their Unit, personal property or to a Limited Common Element for which the Co-owner is responsible for maintaining or insuring under the Condominium Documents unless another Co-owner is responsible for the costs of repair or replacement under the Condominium Documents. A Co-owner who desires to make a structural repair or modification to their Unit must first obtain written consent of the Association. The Association will not consent if such repair or modification may jeopardize or impair the structural soundness or safety, or both, of the project.

Each Co-owner will be responsible for the cost of repair, reconstruction and maintenance of all items for which the Co-owner is assigned such responsibility under the Condominium Documents. In the event any damage to Common Elements is the responsibility of the Association's insurance carrier pursuant to the provisions of Article IV, then the reconstruction or repair of the same will be the responsibility of the Association in accordance with Section 4 of this Article, although the responsibility for costs will be allocated in accordance with the provisions of this Section and Section 4. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner and the carrier of such insurance is responsible for paying a claim pursuant to the provisions of Article IV, Section 1(F), the Co-

owner will be entitled to receive the related proceeds of insurance, only in the absence of Co-owner coverage, but the Co-owner will be responsible for any deductible amount, and if there is a mortgagee endorsement, the proceeds will be payable to the Co-owner and the mortgagee jointly, to be used solely for the necessary repairs.

**Section 4. Association Responsibility for Reconstruction or Repair.** Subject to the responsibility of the individual Co-owners as outlined in Section 3 above and other provisions of the Condominium Documents, the Association will be responsible for the reconstruction and repair of the General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association will obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs are insufficient, Assessments will be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property as provided in the Condominium Documents in sufficient amounts to provide funds to pay the estimated or actual costs of repair. The Association will not be responsible for incidental damage caused by a General Common Element to any person, personal property, Limited Common Element and/or a Unit, unless such damage is covered by insurance carried by the Association. In the event that the damage is covered by insurance carried by the Association, the Association's liability is limited to the amount of the insurance proceeds that it collects. If the incidental damage is also covered by insurance carried by a Co-Owner, the Association will not be liable for any incidental damage and the insurance carrier of the Co-Owner will not have a right of subrogation against the Association. The Association's liability for incidental damage will not exceed One Thousand Dollars (\$1,000.00) per occurrence, irrespective of whether the damage is covered by insurance carried by the Association.

**Section 5. Timing.** If damage to Common Elements or a Unit adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair and maintenance will proceed with the replacement or repair of the damaged property without delay.

**Section 6. Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured.** Notwithstanding any other provision of the Condominium Documents, except to the extent that a lack of insurance results from a breach of the Association's or other Co-owner's duty to insure, the responsibility for damage to any portion of the Condominium Premises which is within the limits of any applicable insurance deductible, unless waived, and for any other uninsured amount, will be paid by the responsible Co-owner whenever the damage is a result of a failure to observe or perform any requirement of the Condominium Documents, or any negligent or intentional action or omission, including, without limitation, with respect to any Unit, Limited Common Element, appliance or equipment maintenance, repair or replacement responsibility, by the Co-owner, the Co-owner's land contract purchaser or tenant, or the family, servants, employees, agents, visitors or licensees of the Co-owner, land contract purchaser or tenant. By way of example, uninsured damage to the Condominium Premises which results from negligent smoking within a Co-owner's Unit or from a Co-owner's failure to maintain the furnace or a

plumbing fixture serving their Unit in good working order or repair, will be the responsibility of that Co-owner.

**Section 7. Indemnification.** Each Co-owner shall indemnify and hold harmless the Association and every other Co-owner for all damages and costs, including, without limitation, reasonable attorney's fees, which the Association or such other Co-owner(s) suffer as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or other area for which the Co-owner is assigned the responsibility to maintain, repair and replace. Each Co-owner will carry insurance to secure this indemnity. This Section 7 will not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

**Section 8. Eminent Domain.** MCL 559.233 of the Condominium Act, to the extent not inconsistent with the following, and the following provisions will control upon any taking by eminent domain:

**A. Common Elements Taken by Eminent Domain.** If any portion of the Common Elements is taken by eminent domain, any award will be distributed 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. Any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners will be binding on all Co-owners.

**B. Taking of a Unit by Eminent Domain.** If an entire Unit is taken by eminent domain, the award for such taking will be paid to the Co-owner of such Unit and the mortgagee of the Unit, as their interests may appear. After acceptance of the award by the Co-owner and the mortgagee of the Unit, the Co-owner will be divested of all interest in the Condominium and the undivided interest in the Common Elements appertaining to the Unit will thereafter appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The Court will enter a decree reflecting the reallocation of the undivided interest in the Common Elements, as well as, for the Unit.

**C. Partial Taking of a Unit.** If portions of a Unit are taken by eminent domain, the Court will determine the fair market value of the portions of the Unit not taken. The undivided interest of such Unit in the Common Elements will be reduced in proportion to the diminution in the fair market value of such Unit resulting from the taking. The portions of undivided interest in the Common Elements divested from the Co-owner(s) of such Unit will be reallocated among the other Units in the Condominium in proportion to their respective undivided interests in the Common Elements. A Unit partially taken will receive the reallocation in proportion to its undivided interest as reduced by the Court under the Subsection. The Court will enter a decree reflecting the reallocation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner pursuant to the following Subsection, as well as, for that portion of the Unit taken by eminent domain.

**D. Impossibility of Use of Portion of Unit Not Taken by Eminent Domain.** If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in

the Common Elements appertaining to that Unit will appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit will thereafter be a Common Element. The Court will enter an order reflecting the reallocation of undivided interests and the award will include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Unit.

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

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

**Section 9. Rights of First Mortgagees.** Nothing contained in the Condominium Documents will be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

**Section 10. Notification to Mortgagees and Guarantors.** The Association will give the holder of any first mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

## **ARTICLE VI RESTRICTIONS**

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

**A. Residential Use.** No Unit will be used for other than residential purposes as defined by any Township of Frankenlust Zoning Ordinances. No Co-owner will carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, specifically including for profit, day care, adult foster care, nursing facilities, transitional housing and similar enterprises, except that Co-owners will be allowed to have home offices in their Units, provided that they receive written permission from the Board of Directors, which may

be revoked by the Board of Directors at any time in the discretion of the Board of Directors, and that the home offices:

- (i) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Condominium;
- (ii) do not utilize or involve the regular or full-time presence of any employees within the Unit other than the individual Co-owner(s) and their families;
- (iii) do not interfere with the quiet enjoyment or comfort of any other Co-owner or Nonco-owner occupant;
- (iv) do not involve additional expense to the Association including, but not limited to, utility charges and insurance;
- (v) do not involve the storage of bulk goods for resale;
- (vi) do not involve the Unit or any part of the Unit being used as a school or music studio, except in accordance with any duly adopted Rules;
- (vii) do not violate any other provision or restriction contained in the Condominium Documents; and
- (viii) do not constitute a violation of any ordinances or regulations of the Township of Frankenlust.

**B. Occupancy Restrictions.** All Units will be occupied in strict conformance with the restrictions and regulations of the BOCA National Property Maintenance Code, or such other codes or ordinances that may be adopted by the Township of Frankenlust. Such restrictions will automatically change, without the necessity of an amendment to these Amended and Restated Bylaws, upon the adoption of alternative regulations by the Township of Frankenlust, such that the occupancy of all Units in the Condominium will be in accordance with all the Township of Frankenlust regulations at all times or by Rules and Regulations adopted by the Board of Directors. Timesharing and/or interval ownership is prohibited. From the date these Bylaws become effective upon their recording with the Bay County Register of Deeds, no person registered as a Tier 2 or Tier 3 sex offender pursuant to MCL 28.722, *et seq.*, may reside in a Unit in the Condominium Project unless said individual resided in a unit as of the effective date of these Bylaws.

## Section 2. Leasing of Units.

**A. Right to Lease.** No Co-owner may lease or sublease any Unit within the Condominium without the written approval of the Association. Approval by the Association will not be given if the leasing of such Unit would result in any one person or entity, their affiliates or commonly owned entities leasing more than one (1) Unit at any given time. Approval by the



Association will not be given if the leasing of such Unit would cause the number of leased Units in the Condominium to exceed ten (10%) percent of the total number of Completed Units in the Condominium. In the event of a sale or transfer of ownership of a leased Unit, or in the event such a Unit is no longer being leased or held out for lease, all rights to lease that Unit will terminate and no further leasing of the Unit will take place without full compliance with this Section. Additionally, no Co-owner will lease less than an entire Unit in the Condominium, and all leases shall:

- (i) be for an initial term of not less than one (1) year;
- (ii) require the lessee to comply with the Condominium Documents;
- (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease; and
- (iv) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days' prior written notice to the Co-owner in the event of a default by the tenant in the performance of the lease including for violation of any provisions of the Condominium Documents.

For purposes of these Condominium Bylaws, "lease" shall refer to: (i) any occupancy agreement, whether or not in writing or for rent or other consideration, where the Unit is not occupied by the Owner, or an immediate family member of the Owner; and (ii) any form of occupancy agreement or arrangement under which the Owner of a Unit permits another Person to occupy all or less than all of a Unit. The term "lease" shall include, but is not limited to, an oral or written lease, an oral or written license, or an occupancy or possessory arrangement facilitated by AirBNB, Booking.com, Expedia, FlipKey, HomeAway, Homestay, Hotels.com, House Trip, Priceline.com, Roomorama, Tripping.com, Trivago, VRBO and VayStays or any other similar format, website or online platform. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Bylaws and all leases, rental agreements and occupancy agreements shall so state.

**B. Corporate Ownership.** Whenever any Unit is owned by a corporation, partnership, trustee, or other entity, such Co-owner through its officers or agents, i.e., president or chief executive officer, partner, or trustee, must designate in writing one particular person or family that is entitled to occupy the Unit. The designated person or family must be an employee of or have an ownership or legal interest, e.g., being a named beneficiary of the trust, in the entity owning the Unit. Only the designated person or family, its caregivers, co-habitants, and guest may use the Unit. In the event such Co-owner wishes to designate another person or family as the person or family entitled to use the Unit, the Board of Directors must approve the occupancy of the unit by the new person or family. The intent of this limitation being to prevent the purchase and use of any Unit for corporate housing purposes. The Board of Directors may adopt and enforce Rules and definitions in furtherance, but not in contradiction, of this provision. The Board of Directors further has the authority to deny occupancy of any Unit by any person or

family if the Board of Directors, in its sole discretion, determines that the Co-owner of such Unit is intending to or seeking to circumvent the meaning or intent of this Article VI, Section 2(B).

C. **Exception to 10% Leasing Limitation.** Notwithstanding the foregoing or anything to the contrary in this Section, the Association recognizes that there may arise circumstances beyond a Co-owner's control that may justify an exception to allow the temporary leasing of a single Unit, regardless of the ten (10%) percent leasing limitation. If extenuating circumstances should exist, a Co-owner may apply to the Board for permission to lease their Unit, providing a written explanation of the extenuating circumstances. If the following circumstances exist, and so long as leasing of the Unit will not result in that Co-owner or any related person or entity leasing more than one (1) Unit in the Condominium, then in the sole discretion of the Board of Directors, the Association may allow a Co-owner to lease their Unit even though ten (10%) percent or more of the Units may already be leased:

- (i) A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;
- (ii) A Co-owner must relocate for medical purposes (treatment, rehabilitation or recuperation) for a period likely to exceed six (6) months;
- (iii) A Co-owner must relocate for employment purposes for a period likely to exceed six (6) months;
- (iv) A Co-owner of the estate of a Co-owner must lease a Unit due to an inability to sell the same without incurring a financial loss as a result of mortgage liens recorded against the Unit exceeding the fair market value of the Unit; or
- (v) Any other extenuating situation approved by the Board of Directors.

D. **Procedures for Leasing.** The leasing of Units in the Condominium will conform to the following provisions:

- (i) A Co-owner desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Association shall be entitled to approve or not approve any such proposed lease transaction in accordance with the provisions of this Section. The Association may also require the use of a standard lease form. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupant(s), along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed arrangement. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address, phone number(s), and an emergency phone number. The Board of Directors may charge such reasonable administrative fees for

reviewing, approving and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of Assessments under Article II above. This provision shall also apply to occupancy agreements.

- (ii) Tenants or Nonco-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements will so state.
- (iii) If the Association determines that the tenant or Nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:
  - (a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.
  - (b) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
  - (c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or Nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Unit. The Co-owner will be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including reasonable attorney's fees.
- (iv) 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 Unit under a lease or rental agreement. After receiving the notice, the tenant will deduct from rental payments due the Co-owner the arrearage and future Assessments as they fall due and pay them to the Association. The deductions will not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent, otherwise due the Co-owner, to the Association, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements of the Condominium, (2) issue a statutory Notice to Quit for non-payment of rent and enforce that notice by summary proceedings and/or (3)

initiate proceedings pursuant to MCL 559.212(4)(b) of the Condominium Act.

**E. Partial Exemption for FNMA, FHA, Institutional Lenders and Association.** Notwithstanding everything contained in this Section; Fannie Mae, the Federal Housing Administration, any institutional holder of a first mortgage upon a Unit and/or the Association who is in possession of a Unit after foreclosure of the mortgage or lien, or after the acquisition of title to the Unit by a deed delivered in lieu of foreclosure of the mortgage or Assessment lien, will not be subject to the limitations in this Section with respect to the following:

- (i) the number of Units that may be leased at any time;
- (ii) the minimum lease term; and
- (iii) any requirement concerning the form and content of any lease, or as to the Association's prior review and approval of any lease, but this exemption will not apply to such person's or entity's successor, transferee, assignee or designee.

**F. Lease Service Charges.** In each situation where the Association through a Board member, contractor or management agent is asked to provide emergency service to a tenant or Nonco-owner occupant due to the unavailability of the Landlord or Co-owner of the Unit, a reasonable administrative fee, as established by the Board in its discretion, will be levied to the Co-owner's account. Any Co-owner may file with the Association a written request not to respond to such requests by a tenant or Nonco-owner occupant of that Co-owner's Unit and in such cases the Association will not respond. The Association will have no liability for not responding and will be indemnified and held harmless by the Co-owner for any damages or liability resulting from the Association's failure to respond.

**G. Developer Exceptions.** At any time the Developer can lease one Unit, even if the 10% capacity limit has already been reached. This exception is applicable to one side of a double Unit. If the Developer has cause to lease more than one Unit at the same time, they can make that request to the Association's Board of Directors or appropriate committee and seek their approval. The lease term is to be equal to or greater than six months, unless the Unit is being leased to a party with a binding purchase agreement.

**Section 3. Alterations and Modifications.** No Co-owner will make any Improvement, alterations in exterior appearance, or structural modifications to any Unit including interior walls through or in which there exist easements for support or utilities or make changes in the appearance or use of any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including but not limited to, exterior painting, replacement of windows or the erection of lights, awnings, shutters, doors, newspaper holders, mailboxes, spas, hot tubs, decks, structures, fences, walls or other exterior attachments or modifications. A Co-owner will not damage, attach anything to or alter walls between Units so as to compromise sound conditioning. The erection of antennas, DBS reception devices and other technologies regulated by the Federal Communications Commission, will be in accordance with duly promulgated Rules and Regulations of the Association, which are governed by the Subsections in this Section.

No buildings (including Units), fences, walls, retaining walls, decks, patios, banners, drives, walks, or other structures or Improvements will be commenced, erected, maintained, nor will any addition to, or change or alteration to any structure be made including in color or design, except interior alterations not affecting any Common Elements, nor will any hedges, trees or substantial plantings, or landscaping modifications be made, until plans and specifications acceptable to the Association showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or Improvement and the grading or landscaping plan of the area to be affected, as appropriate, will have been submitted to and approved in writing by the Association and a copy of said plans and specifications, as finally approved, delivered to the Association.

In addition, all Units constructed after the effective date of this Amended and Restated Master Deed shall be constructed with the following requirements:

- (1) In compliance with the Unit Floor Plans and Unit Section Plans contained in the Subdivision Plan attached as Exhibit "B;"
- (2) Using the same exterior design as existing Units in the Condominium, including alternating each Unit's exterior color of stone and brick, except as may otherwise be expressly agreed to and approved by the Association;
- (3) Framing for all exterior walls shall be 2" by 6" design;
- (4) Each Unit shall have a finished basement (including drywall and flooring, except for the basement storage area);.and
- (5) Each Unit shall have a minimum of three (3) bedrooms, and at least two and one-half (2 ½) baths;

The Board of Directors, without having to amend this Section 3, shall have the authority to adopt Rules and Regulations to include additional construction requirements and to vary and/or modify the construction requirements set forth above and also any additional construction requirements which may have been adopted.

The Association will have the right to refuse to approve any plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon such plans, specifications, grading or landscaping, it will have the right to take into consideration the suitability of the proposed structure, Improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony with the Condominium as a whole. Due to the variety in the configuration, design, location, or layout of the Units, each and every request for Association approval is to be considered and decided separately on its own respective facts, circumstances, and merits; no past approved Improvements, past course of dealings, or past practices binds or requires the Board of Directors to approve or deny any later Improvement or approval request. The Board of Directors has the sole right and authority to promulgate specifications standards, requirements, and Rules with respect to the design, style, location, number, color, and other specifications for any Improvement subject to the description of the Units in the Condominium Subdivision Plan. The Board of Directors further has the sole power and discretion to determine what is acceptable and what is objectionable and not permitted, based on the Board's interpretation and determination of the

overall aesthetics of the community and the description of a Unit in the Condominium Subdivision Plan.

In the event that any application for construction or changes are approved by the Board of Directors, such approval will be subject to a recordable, written undertaking by the Co-owner acknowledging that installation, maintenance and insuring of all of the Improvements are to be at the Co-owner's sole expense, and that injury, if any, to the Common Elements will be repaired promptly by the Co-owner at their sole expense, that the Improvements will be completed by a date to be determined and established by the Board of Directors.

In the event that the Co-owner fails to maintain and/or repair said modification or Improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs and collect same from the Co-owner in the same manner as provided for the collection of Assessments in Article II above. The Association may require the Co-Owner to maintain insurance on any modifications or Improvements. No Co-owner will in any way restrict access to any plumbing, water line, water line valves, water meter, sump pump, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, regardless of whether the installation has been approved, that are damaged in the course of gaining such access. The Association will not be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

The Board of Directors may appoint an Environmental Control Committee and may delegate to it responsibility for establishing rules relating to the appearance of Units and common areas, and the approval of the construction, maintenance, and repair thereof. Even after approval, a member shall be responsible for all damages to any other Units and their contents or to Common Elements, resulting from any such alteration. The Developer shall have the right to appoint one of the members of any such Environmental Control Committee so long as Developer owns any Unit in the Condominium.

The Co-owner, including any successor Co-owner of the same Unit, who installs, places, or uses any given Improvement or modification hereby indemnifies and holds the Association, the Board of Directors, and any other Co-owner or Nonco-owner occupant harmless from and against any and all liabilities, claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, which may result from or are in connection with such Improvement or modification. The Co-owner, including any successor Co-owner of the same Unit, who installs, places, or uses any given Improvement or modification further hereby waives, releases, and holds the Association, including its agents, officers, directors, contractors, and employees, harmless from any and all claims of damage or destruction to such Improvement or modification of whatever cause or reason, except as a result of the intentional act of the Association not in accordance with the Condominium Documents.

In addition, any person who constructs a Unit in the Condominium after the effective date of this Amended and Restated Master Deed shall: (a) restore all disturbed areas in the

Condominium to a like and similar condition, including adequate backfill, compacting, grading, seeding and paving of all disturbed parts of the Condominium or any other damage to the Condominium resulting from any of their construction activities in the Condominium; and (b) for itself and its respective successors and assigns, at their sole expense, remedy any disturbances to the Conservation Easement and Wetland areas adjacent to and within the Condominium arising out of such construction activities and shall be responsible for, and shall indemnify the Association against any fines, costs, or damages arising out of any such disturbances.

**A. Satellite Dishes and Antenna.** A Co-owner or a tenant occupying a Unit in compliance with the requirements of Article VI, Section 2 above, may install and maintain in a Unit, or on a Limited Common Element appurtenant or assigned to the Unit, in which they have a direct or indirect ownership or leasehold interest and which is within their exclusive use or control, an antenna and/or a mast that supports an antenna. The antenna and/or mast that supports the antenna must be of the type(s) and size(s) described in 47 CFR 1.4000(a), as amended, of the Federal Communication Commission's Over-the-Air Reception Devices Rule (the "FCC Rule"), but every such installation will be made in conformance with the limitations and procedures of this Section and all applicable written Rules and Regulations with respect to the installation, maintenance and/or removal of such antennas by a Co-owner as may be promulgated by the Board of Directors of the Association under this Section and Article VI, Section 12 of these Amended and Restated Bylaws, except in either case to the extent that they are construed to conflict with the Federal Telecommunications Act of 1996, as amended, or the FCC Rule. The Rules and Regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas will not impair the reception of an acceptable quality signal and will not unreasonably prevent or delay, or increase the cost, of the installation, maintenance or use of any such antenna. Such Rules and Regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such Rules and Regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated.

Antenna installation on a General Common Element is prohibited, except in strict conformance with the limitations and requirements of any rule or regulation regarding the permissible or preferred location(s) for antenna installations as may be promulgated by the Board of Directors in its sole discretion, or unless approved in writing by the Board of Directors in its sole discretion. The preceding sentence will not be construed to require that the Board of Directors promulgate any rule or regulation permitting the installation of antennas or masts on any General Common Element. Antenna masts, if any are permitted, may be no higher than is necessary to receive an acceptable quality signal and, due to safety concerns, may not extend more than twelve (12) feet above the roofline without preapproval. The Association may prohibit Co-owners from installing an antenna otherwise permitted by this Subsection if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under the FCC Rule.

If an antennae or dish installation may not proceed as a matter of right under the FCC Rules and orders, a Co-owner must complete and submit to the Association the form of antenna notice prescribed by the Board of Directors before an antenna may be installed. Such form of antenna notice may require such detailed information concerning the proposed installation as the

Board reasonably requires to determine whether the proposed installation is permitted by this Section and all valid Rules and Regulations promulgated by the Board regarding the installation and placement of antennas. The Co-owner will not proceed with the installation sooner than ten (10) days after the Association receives an antenna notice, which time period is intended to afford the Association a reasonable opportunity to determine whether the Association's approval of the proposed installation may be granted. In lieu of such approval, the Association may during the ten (10) day time period, in writing:

- (1) Request from the Co-owner such additional relevant information as the Board reasonably determines in order to determine whether the Association will approve or deny the proposed installation, in which case the ten (10) day time period automatically will be deemed extended to a date which is five (5) days after all such information is received by the Association; or
- (2) Notify the Co-owner that Association approval of the proposed installation is withheld, specify in general terms the aspects of the proposed installation which the Association believes are not permitted and inform the Co-owner that they may appear before and be heard by the Board or a committee of the Board to justify the proposed installation, or to propose modifications to the proposed installation which the Co-owner believes will be either permissible or otherwise acceptable to both the Association and Co-owner. At the request of the Co-owner, the date certain may be adjourned to a date and time mutually convenient to the Co-owner and Board or committee of the Board.

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

**B. Modifications or Improvements to Accommodate the Disabled.**

Notwithstanding Subsection A above, a Co-owner may make Improvements or modifications to the Co-owner's Unit, including Common Elements and the route from the public way to the door of the Co-owner's Unit, at the Co-owner's expense, if the purpose of the Improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the Unit or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the Unit. Such Improvements or modifications are subject to the following provisions:

- (1) Before an Improvement or modification allowed by this Subsection is made, the Co-owner will submit plans and specification for such alteration to the Association



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

- (2) The Improvement or modification will not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium, nor unreasonably prevent passage by other residents of the Condominium upon the Common Elements.
- (3) The Co-owner will be liable for the cost of repairing any damage to a Common Element caused by building or maintaining the Improvement or modification and such Improvement or modification will comply with all applicable state and local building requirements and health and safety laws and ordinances and will be made as closely as possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.
- (4) Responsibility for the cost of any maintenance, repair or replacement of an exterior alteration allowed by this Section will be in accordance with the provisions of MCL 559.147a of the Condominium Act.
- (5) Any Co-owner making an alteration pursuant to this Subsection will maintain liability insurance and provide proof of the liability insurance to the Association prior to undertaking the alteration or modification. The liability insurance must be underwritten by an insurer authorized to do business in Michigan in an amount adequate to compensate for personal injuries caused by the exterior Improvement or modification. The liability insurance must name the Association as an additional insured, but the Co-owner will not be required to maintain liability insurance with respect to any Common Element.
- (6) A Co-owner having made an Improvement or modification allowed by this Subsection will notify the Association in writing of the Co-owner's intention to convey any interest in or lease their Unit to another, not less than thirty (30) days before the effective date of the conveyance or lease. Not more than thirty (30) days after receiving such a notice, the Association may require that the Co-owner remove the Improvement or modification and restore the premises at the Co-owner's expense. In the absence of the required notice of conveyance or lease, the Association may at any time remove or require the Co-owner to remove the Improvement or modification at the Co-owner's expense; however, the Association may not remove or require the removal of an Improvement or modification if the Co-owner intends to resume residing in the Unit within 12 months or a Co-owner conveys or leases the Unit to a person with disabilities who

needs the same type of Improvement or modification or who has a person residing with him or her who requires the same type of Improvement or modification. As used in this Section, "person with disabilities" means that term as defined in MCL 125.1502a of the Stille-Derossett-Hale Single State Construction Code Act.

C. **Developer Exception.** Nothing in this Article or these Bylaws shall restrict Developer from building the incomplete Units in accordance with the Subdivision Plan and the specifications provided in the Master Deed and these Bylaws, which specifications may not be amended or modified without Developer's written consent.

Section 4. **Activities and Conduct upon the Condominium Premises.** No immoral, noxious, improper, unlawful or offensive activity will be carried on in any Units or upon the Common Elements, Limited or General, nor will anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity will be carried upon the Common Elements or in any Unit nor will speeding or other vehicular infractions be tolerated. There will not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units in the Condominium. The Board of Directors of the Association will be the final arbiter of whether a particular animal, device or thing is in violation of the foregoing restrictions. Disputes among Co-owners that cannot be otherwise amicably resolved will be mediated by the disputing Co-owners in accordance with Article III above. No Co-owner will do or permit anything to be done or keep or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Association and each Co-owner will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. All municipal codes and ordinances pertaining to the use of the Common Elements will be followed at all times.

Section 5. **Animals or Pets upon the Condominium Premises.** No animal, including household pets, will be kept or allowed on the Condominium Premises by any Co-owner without the written approval of the Board of Directors. The written approval, if any, will only be given for such pets as are consistent with the close, community living environment of Shadows on the Green. Any such approval will be revocable at any time by the Association for failure of such pets or their owners to abide by the provisions of this Section and the Rules and Regulations of the Association pertaining to the keeping of pets.

A. **Restrictions Applicable to Pets in the Condominium.** Before an existing pet can be maintained by a Co-Owner, it will be registered with the Association. No animals may be kept or bred for any commercial purpose. Any pets permitted to be kept in the Condominium will have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal may be permitted to be housed outside of a Unit, in a pen or otherwise, nor will pets be tied or restrained outside or be allowed to be loose upon the Common Elements. All pets will be leashed when outdoors with the leash being held and controlled at all times by a responsible adult person and otherwise in accordance with any ordinances of the Township of Frankenlust. Each Co-owner will be responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner anywhere in the

**Condominium.** No savage or dangerous animal of any type will be kept and any Co-owner who causes any animal to be brought, maintained or kept on the premises of the Condominium for any length of time will indemnify and hold harmless the Association for any loss, damage or liability, including attorney's fees and costs, which the Condominium may sustain as a result of the presence of such animal on the Condominium Premises, whether such animal is permitted or not and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II above. No animal that creates unreasonable noise and can be heard on any frequent or continuing basis will be kept in any Unit or on the Common Elements. The Association may charge Co-owners maintaining animals a reasonable Additional Assessment to be collected in the manner provided in Article II of these Amended and Restated Bylaws in the event that the Association determines such Assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. All animals kept in accordance with this Section will be licensed by the municipal agency having jurisdiction and proof of the animal's shots will be provided to the Association upon request. The term "animal" or "pet" as used in this Section will not include small birds or fish. Any exotic pets or animals are strictly prohibited.

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

**Section 6. Aesthetics, Storage, Trash and Use of Common Elements.** The Common Elements, Limited or General, will not be used for storage of supplies, materials, personal property, trash or refuse of any kind, except as provided in the Amended and Restated Master Deed or duly adopted Rules and Regulations of the Association. All rubbish, trash, garbage and other waste will be regularly removed from each Unit and will not be allowed to accumulate inside. Unless special areas are designated by the Association, trash receptacles will not be permitted on the Common Elements except for short periods of time as may be reasonably necessary to permit periodic collection of trash. Trash will be stored and handled in accordance with the applicable Rules and Regulations of the Association and the Township of Frankenlust ordinances and Co-owners will be responsible for the collection and proper disposal of trash (or the costs of the Association collecting and disposing of such trash) dispersed about the Common Elements, regardless of the reason. If the Township of Frankenlust, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner will participate in such program, and the Association will be billed by the Township of Frankenlust for such services, which will be deemed to be a cost of administering the Condominium. If the Township of Frankenlust does not have a mandatory rubbish removal and recycling program, the Association will be responsible for contracting for rubbish removal and waste recycling, and the cost will be deemed to be a cost of administering the Condominium. The Common Elements will not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Board of Directors. In general, no activity will be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements that is

detrimental to the appearance of the Condominium. No unsightly condition will be maintained on or in any deck, patio or porch. All municipal ordinances pertaining to the use of the Common Elements will be followed at all times.

**Section 7. Obstruction of Common Elements.** Except as otherwise expressly permitted herein, the Common Elements, including without limitation, sidewalks, landscaped areas, driveways, roads, entry ways, porches and patios will not be obstructed in any way nor will they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches, toys, baby carriages, obstructions or other personal property may be left unattended on or about the Common Elements.

**Section 8. Vehicles upon the Condominium Premises.** Each driveway leading into a garage may only be used by the Co-owner entitled to use the garage. No house trailers, commercial vehicles, boat trailers, buses, watercraft, boats, motor homes, camping vehicles/trailers, snowmobiles, snowmobile trailers, recreational vehicles, any non-motorized vehicles, off-road vehicles, all-terrain vehicles or vehicles other than currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation) and non-commercial pickup trucks, SUVs and passenger vans, not exceeding 19 feet in overall length, used as an occupant's primary means of transportation, and not for any commercial purposes, may be parked or stored upon the premises of the Condominium except in accordance with the provisions of this Section. No Co-owner will use, or permit the use by an occupant, agent, employee, invitee, guest or member of their family of any casual, personal, motorized transportation or entertainment anywhere within the Condominium, including, but not limited to, motorized scooters, mopeds, go-carts, dirt bikes and the like. A Co-owner may not maintain more than four (4) vehicles upon the Condominium Premises, which must be accommodated in the Unit garage or driveway appurtenant to the Unit, unless the Board of Directors specifically approves in writing otherwise. All vehicles on the Condominium Premises must be operable and registered.

**A. Temporary Presence.** The Board of Directors will have discretion to issue Rules and Regulations that provide for the temporary presence of the above enumerated recreational/leisure vehicles upon the Condominium Premises for proper purposes, such as loading and unloading of such vehicles. In addition, Co-owners are permitted to temporarily maintain the presence of a recreational vehicle ("RV"), leisure vehicle, or boat trailer on the Condominium Premises for up to twenty-four (24) hours in accordance with any Rules and Regulations adopted by the Board of Directors and for more than twenty-four (24) hours if prior written approval is obtained from the Association which prior written approval also identifies the maximum duration of such temporary presence. The Association will not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for such purposes.

**B. Commercial Vehicles.** Except as above provided, commercial vehicles and trucks will not be parked in or about the Condominium unless parked in an area specifically designated by the Association or while making deliveries or pickups in the normal course of business or reasonably present for the construction, maintenance or repair of Units or common elements. For purposes of this Section, commercial vehicles will include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 21 feet, with more than two

axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not intended for personal transportation or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks, used for primary transportation, and no commercial purpose whatsoever, will not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained herein. The Association will not be responsible for any damages, costs or other liability arising from any failure to approve the parking of such vehicles or to designate an area for such purposes.

**C. Nonoperational Vehicles; Vehicles with Expired License Plates.**

Nonoperational vehicles or vehicles with expired license plates will not be parked on the Condominium Premises without written permission of the Board of Directors. In the event any vehicle parked upon the Condominium roads or General Common Element parking areas has not been moved for more than thirty (30) consecutive days, the Association may place a notice upon such vehicle indicating that it must be moved with 72 hours of the notice being placed on the vehicle and, if the owner of the vehicle does not move the vehicle within this 72 hour time period, the Association may have the vehicle towed in accordance with Subsection E below at the owner's expense. Nonemergency maintenance or repair of motor vehicles will not be permitted on the Condominium Premises unless specifically approved by the Board of Directors.

**D. Parking Restrictions.** No parking of any vehicles whatsoever will be allowed in designated fire lanes or in violation of duly promulgated Rules and Regulations of the Association. Any non-assigned parking areas will be reserved for the general use of the members of the Association and their guests.

**E. Association's Rights to Sticker or Tow Vehicles.** Subject to the notice location and content requirements of MCL 257.252k of the Michigan Vehicle Code, the Association may cause vehicles parked or stored in violation of this Section, or of any applicable Rules and Regulations of the Association, to be stickered and/or removed/towed from the Condominium Premises. The cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II above. In such cases, the Co-owner will be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board of Directors may promulgate reasonable Rules and Regulations governing the parking and use of vehicles in the Condominium and may levy fines for violations of such Rules and Regulations of this Section.

**Section 9. Distribution of Materials to Co-Owners in Condominium.** No Co-owner will distribute written materials by posting the same on another Co-Owner's door, on the outside of another Co-Owner's Unit, by placing the same inside the Co-Owner's Unit or inside another Co-Owner's mailbox. The Board of Directors, without the necessity of an amendment to these Amended and Restated Bylaws, may make such changes regarding the distribution of written or electronic materials, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Amended and Restated Bylaws.

**Section 10. Prohibition of Dangerous Items upon the Condominium Premises.** No Co-owner will use, or permit the use or discharge by an occupant, agent, employee, invitee, guest or member of their family of any firearms, fireworks, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, nor will any Co-owner use or permit to be brought into the buildings in the Condominium any unusually volatile liquids or materials deemed to be extra hazardous to life, limb or property, without in each case obtaining the written consent of the Association.

**Section 11. Signs, Flags and Holiday Decorations upon the Condominium Premises.** No signs, notices, advertisements, pennants or flags (other than a flag of the United States of America no larger than 3' x 5' permitted by the Freedom to Display the American Flag Act of 2005, 4 U.S.C. § 5 or MCL 559.156a), will be displayed which are visible from the exterior of a Unit without written permission from the Association. One "For Sale" and "Open House" sign is permitted provided a request is submitted to the Board of Directors for the Association and approved in writing. Only periodic, Condominium-wide garage sales as authorized by the Board of Directors of the Association will be permitted anywhere within the Condominium Premises. The Board of Directors may implement Rules and Regulations regarding reasonable time, place and manner restrictions relating to signs, flags or holiday decorations.

**Section 12. Rules and Regulations Consistent with the Condominium Act.** Reasonable rules or regulations consistent with the Condominium Act, the Amended and Restated Master Deed and these Amended and Restated Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended by the Board of Directors. Copies of all such rules or regulations including any amendments will be furnished to all Co-owners and will become effective as stated in said rule or regulation. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners entitled to vote.

**Section 13. Association's Rights of Access to Units and Limited Common Elements.** The Association or its duly authorized agents will have access to each Unit and any appurtenant Limited Common Element during reasonable working hours, upon notice to the Co-owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents will also have access to each Unit and any appurtenant Limited Common Element at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It will be the responsibility of each Co-owner to provide the Association means of access to their Unit and any appurtenant Limited Common Element during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances. The Association will not be liable to such Co-owner for any necessary damage to their Unit and any appurtenant Limited Common Element or for repair or replacement of any doors or windows damaged in gaining such access. In the event it is necessary for the Association to gain access to a Unit or appurtenant Limited Common

Elements to make repairs to prevent damage to the Common Elements or another Unit or to protect the health, safety and welfare of the residents in the Condominium, any costs, expenses, damages and/or attorney's fees incurred by the Association will be assessed to the responsible Co-owner and collected in the same manner as provided in Article II above.

**Section 14. Landscaping and Decoration of Common Elements.** No Co-owner will perform any landscaping or the planting of any trees, flowers, shrubs or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, fountains, furniture, implements, rocks or boulders, fencing or other decorative items upon the Common Elements, Limited or General, unless the same is approved by the Association in writing and conforms with the Association's Rules and Regulations on landscaping, if any. Any landscaping performed by the Co-owner, if and when approved, will be the responsibility of the Co-owner to maintain. In the event that such Co-owner fails to adequately maintain such landscaping to the satisfaction of the Association, the Association will have the right to perform such maintenance and assess and collect from the Co-owner the cost in the manner provided in Article II above. The Co-owner will also be liable for any damages arising from the performance of such landscaping or the continued maintenance of same. Should access to any Common Elements of any sort be required or should any materials specified in this Section interfere with maintenance or services provided by the Association, the Association may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials—regardless of whether installation has been approved—that are damaged in the course of gaining such access and/or performance of such services. The Association will not be responsible for monetary damages of any sort arising out of any such actions.

**Section 15. Co-owner Maintenance of Unit and Limited Common Elements.** Each Co-owner will maintain their Unit and any appurtenant Limited Common Elements for which they have maintenance responsibility in a safe, clean and sanitary condition. All Units must have operational smoke detectors installed at all times. Thermostats serving any Unit will be maintained at not lower than sixty (60) degrees Fahrenheit and the Co-owner will implement such other reasonable precautionary maintenance and winterization measures with respect to any vacant Unit as the Board of Directors will require. Each Co-owner will also use due care to avoid damaging any of the Common Elements. Co-owners will have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement as soon as it is discovered.

Each Co-owner will be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by them, or their family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair and replace. However, if the Association files a claim under primary insurance carried by the Association for such damages and costs, and the damages and costs are covered by such primary insurance, then the liability of the Co-owner will be limited to the amount of any non-covered damages and costs and the amount of the deductible. The Board has the sole and exclusive right and authority to file, authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's insurance policy regardless of the Person(s), including mortgagees, who may be named as an additional insured or beneficiary

of such policy, as the Board determines is consistent with the intent of the Condominium Documents and in the Association's best interests. A mortgagee having an interest in any loss, however, may participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's insurance policy will not give rise to any claim against the Association, the Board, or its managing agent.

Each individual Co-owner will indemnify the Association and all other Co-owners against damages and costs arising out of this Section, including reasonable attorney's fees, and any such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II above.

**Section 16. Application of Restrictions to the Association.** None of the restrictions contained in this Article VI or elsewhere in these Amended and Restated Bylaws or the Amended and Restated Master Deed will apply to the activities of the Association in furtherance of its powers and purposes set forth in the Amended and Restated Master Deed, these Amended and Restated Bylaws and in its Articles of Incorporation, including any amendments.

**Section 17. Draperies and Curtains.** All window treatments, draperies and/or curtains installed in windows in the Condominium will have a light solid color so as to maintain a uniform appearance when viewed from the exterior of the buildings. Co-owners may not install, either on the interior or exterior of the windows, any bars or other similar visible security protection devices.

**Section 18. Drones, Unmanned Aerial Vehicles and the Air Space Above the Condominium.** Drones, remote control airplanes, remote control helicopters, remote control vehicles, robots and other unmanned vehicles of any type will not be utilized in or on the Common Elements or in the airspace above the Condominium unless the use of the same is approved by the Association in writing and conforms with the Association's Rules and Regulations. In the event that the Association provides written permission to utilize a drone, remote control airplane, remote control helicopter, remote control vehicle, robot or other unmanned vehicle in or on the Common Elements or in the airspace above the Condominium, such use must comply with any and all applicable Federal law, Michigan law or any rules and regulations imposed by the Federal Aviation Administration.

**Section 19. Electric Vehicles and Electric Vehicle Charging Stations.** Co-owners may install electric vehicle charging stations in the appurtenant garage attached to the Co-owner's Unit, the General Common Elements or the Limited Common Elements if all of the following requirements are met: 1) the Co-owner submits a written request to the Board of Directors seeking a modification to allow for the installation of an electric vehicle charging station; 2) the Co-owner agrees to be responsible for all costs, liability, insurance and any other requirements as determined by the Board of Directors for the repair, maintenance and upkeep of the electric charging station including all electricity costs associated with same; 3) the Co-owner agrees to indemnify the Association for any potential or actual liability; 4) the Board of Directors, in its discretion, authorizes the modification; 5) a written modification agreement is drafted and recorded in the Register of Deeds at the Co-owner's expense; and 6) the Co-owner installs or



causes to be installed the electric vehicle charging station in accordance with manufacturer's specifications or any other requirements imposed by the Board of Directors. The Board of Directors, without the necessity of an amendment to these Amended and Restated Bylaws, may make such changes regarding the use of electric vehicles and electric vehicle charging stations, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Amended and Restated Bylaws.

**Section 20. Internet Use and Security.** No Co-owner will access another Co-owner's Wi-Fi, internet, cable or other telecommunications signals, lines or transmissions without the express written consent provided by the other Co-owner. The Board of Directors, without the necessity of an amendment to these Amended and Restated Bylaws, may promulgate reasonable rules and regulations regarding the Wi-Fi, internet, cable or other telecommunications signals, lines or transmissions including, but not limited to, hacking, illegal activities, obscenities, physical threats, sending viruses or spamming in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Amended and Restated Bylaws.

**Section 21. Smart Phones, Cameras, Audio Recording Devices and Video Recording Devices.** In order to foster the free exchange of ideas and to promote frank discussions at meetings of the Co-owners and meetings of the Board of Directors; the usage of recording devices on smart phones, cameras, audio recording devices or other video recording devices is prohibited unless specifically authorized by a resolution of the Board of Directors at such a meeting. Any person(s) found to violate this provision must immediately delete or remove any such recording(s) and cause any copy(ies) of such recording to be deleted or removed and the Board of Directors may issue a fine(s) in accordance with Article XVI below. The Board of Directors, without the necessity of an amendment to these Amended and Restated Bylaws, may make such changes regarding the use of smart phones, cameras, audio recording devices and video recording devices, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Amended and Restated Bylaws.

**Section 22. Social Media and Webpage Use.** The Association, through its Board of Directors, may create or utilize various social media account(s), hotlines or webpage(s) to promote, advertise or inform the general public or the Co-owners regarding the Condominium. The Board of Directors may regulate the information provided and shared to the general public or Co-owners.

Except as authorized by the Board of Directors, no Co-owner or Nonco-owner occupant may use the name of Shadows on the Green Condominium Association, or any derivative thereof, in any website domain name, web address, URL, or social media address, including Facebook. No Co-owner or Nonco-owner occupant may use the name Shadows on the Green Condominium Association, or any derivative thereof, in any printed, electronic, or promotional material with the Board of Directors' prior written consent. However, Co-owners and Nonco-owner occupants may use the name Shadows on the Green Condominium Association in printed, electronic, and promotional material where such words are used solely to specify where their respective particular Unit is located within Shadows on the Green.

**Section 23. Solar Panels.** Co-owners may install solar panels on the appurtenant garage attached to the Co-owner's Unit, the General Common Elements or the Limited Common Elements if all of the following requirements are met: 1) the Co-owner submits a written request to the Board of Directors seeking a modification to allow for solar panel installation; 2) the Co-owner agrees to be responsible for all costs, liability, insurance and any other requirements as determined by the Board of Directors for the repair, maintenance and upkeep of the solar panel; 3) the Co-owner agrees to indemnify the Association for any potential or actual liability; 4) the Board of Directors, in its discretion, authorizes the modification; 5) a written modification agreement is drafted and recorded in the Register of Deeds at the Co-owner's expense; and 6) the Co-owner installs or causes to be installed the solar panels in accordance with manufacturer's specifications or any other requirements imposed by the Board of Directors. The Board of Directors, without the necessity of an amendment to these Amended and Restated Bylaws, may make such changes regarding the use and installation of solar panels, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Amended and Restated Bylaws.

**Section 24. Smoking.** "Smoking" or to "smoke" shall refer to the inhaling, exhaling, burning, or vaporizing of any form of tobacco or tobacco-like product, including the inhalation of the smoke of burning tobacco or tobacco-like products. A Co-owner, Nonco-owner occupant, tenant, guest or invitee of a Co-owner shall not smoke in the portions of the Common Elements that are enclosed within a building or structure. The legal use of tobacco products is permitted within a Unit so long as it does not violate any provision of these Bylaws, create a nuisance, or otherwise interfere with the use and enjoyment of another Unit or the Common Elements by another Co-owner or a Nonco-owner occupant. In the event a Co-owner, Nonco-owner occupant, tenant guest, or invitee fails to comply with this Section, the Association may send written notice of such non-compliance to the Co-owner of the Unit who shall then have fifteen (15) days from the date of such written notice to investigate and remediate, if necessary, any violation. If after fifteen (15) days the Association believes that the alleged violation has not been cured or may be repeated, then in addition to any other remedy allowed by these Bylaws, the Association may, after providing written notice and an opportunity to respond to the Co-owner, ban smoking within the Unit.

**Section 25. Marijuana and Other Substances.** Shadows on the Green is a community committed to a drug-free and crime-free environment. The trafficking of cannabis (also known as marijuana), or any narcotic drugs, or other controlled or illegal substances (as defined by State or Federal law) (referred to as "Illegal Substances") constituting a crime as defined by the laws of the United States of America, the State of Michigan, or the Township of Frankenlust, in or about the Condominium Premises is prohibited. The smoking or consumption of any form of cannabis or any illegal substance is prohibited anywhere on the Common Elements. Nothing in this restriction shall be deemed to permit, implicitly or explicitly, the use or consumption of cannabis or any illegal substance in violation of any applicable State or Federal law. The Association is not, however, liable to any Co-owner or Nonco-owner occupant, or anyone visiting any Co-owner or the Condominium, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction. Further, the Association is not required to take any action against any Person who uses cannabis

for medical purposes in strict accordance with the laws of the State of Michigan, even if such use constitutes a crime under the laws of the United States of America.

**Section 26. Water Sprinkler/Irrigation System.** Every Unit in the Condominium must have a water sprinkler/irrigation system installed prior to occupancy by a sprinkler service or contractor approved by the Association in accordance with the Association's Condominium Documents and consistent with the Disclosure Statement contemplating a Condominium-wide sprinkler/irrigation system. An additional fee to recoup the Unit's share of the Common Element portion of the system previously installed at the Association's expense will be determined by the Association and will be paid for by the contractor/builder to the Association.

**Section 27. Conveyance of Unit.** A Co-owner intending to make a sale or lease of a unit, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association shall reasonably require. At the time of giving such notice, such Co-owner shall also furnish the Association with copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and a representation by such Co-owner to the Association and to any purchaser or lessee produced by the Association that the Co-owner believes the proposed sale or lease to be bona fide in all respects. The Co-owner shall provide to the proposed tenant or purchaser all Condominium Documents. The Developer shall not be required to comply with the provisions of this Section except to the extent required by the Condominium Act.

Any Co-owner who acquires a Unit from a Co-owner then in violation of the Condominium Documents shall also be in violation of the Condominium Documents to the same extent as the Co-owner from whom the Unit was acquired, to the extent such liability is permitted by the Condominium Act.

**Section 28. Association Approvals Revocable.** All approvals given by the Association in accordance with these Amended and Restated Bylaws will be revocable and in the nature of a license and can be withdrawn upon thirty (30) days written notice in the event of noncompliance with the conditions of such approval.

**Section 29. Bay Valley Master Association.** The Condominium Premises and ingress and egress drives are also subject to the reasonable Rules, Restrictions, and Reservations promulgated by the Bay Valley Master Association pursuant to the authority vested in that Association by its charter and bylaws.

**Section 30. Reserved Rights of Developer.** Notwithstanding anything to the contrary contained elsewhere in these Bylaws, Developer shall have the right during the Construction and Sales Period to conduct construction activities, maintain a sales office, a business office, a construction office, one model unit, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of Units in the Project by Developer. Developer shall restore the areas so used to habitable status upon termination of such use. Any rights of assignment reserved to the Developer shall include the right to permit a single model unit, advertising display signs, storage areas and

reasonable parking incident to the foregoing by one or more Residential Builders, who may exercise such rights simultaneously with the Developer. The Developer (but not others) may maintain an office within the Condominium. No more than one model unit may be maintained at any time.

## **ARTICLE VII MORTGAGES**

**Section 1. Notification of Mortgage to Association.** Any Co-owner who mortgages their Unit will notify the Association of the name and address of the mortgagee within thirty (30) days of the execution of the mortgage by the Co-owner. The Association will maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid Assessments due from the Co-owner of such Unit.

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

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

**Section 4. Notification to Mortgagees and Guarantors.** The Association will give the holder of any mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of the following:

- (i) any proposed action that requires the consent of a specified percentage of mortgagees whether contained in the Amended and Restated Master Deed or these Amended and Restated Bylaws;
- (ii) any delinquency in the payment of Assessments or other charges by a Co-owner that is not cured within sixty (60) days; and
- (iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

## **ARTICLE VIII MEMBERSHIP AND VOTING**

Membership in the Association and voting by members of the Association will be in accordance with the following provisions:

**Section 1. Designation of Members.** Each Co-owner will be a member of the Association and no other person or entity will be entitled to membership. The Developer named in the Condominium Master Deed and any successor Developer will be a member of the Association until all Units have been conveyed to individual purchasers.

**Section 2. Co-owner's Share of the Funds.** The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to a Unit in the Condominium.

**Section 3. Co-owner Voting Designation.** Except as limited in these Amended and Restated Bylaws, including, without limitation, the limitations set forth in Article II, Section 6, each Co-owner will be entitled to one vote for each Condominium Unit owned provided that the Co-owner is in good standing and not in default of any provision of the Condominium Documents, including payment of any Assessments levied against the Co-owner's Unit. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

**Section 4. Evidence of Ownership for Voting Purposes.** No Co-owner except Developer, will be entitled to vote at any meeting of the Association until they have presented evidence of ownership of a Unit in the Condominium to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required within these Amended and Restated Bylaws or by a proxy given by such individual representative. At least ten (10) days prior to any vote, the Association Treasurer shall report to Developer the number of votes allocated to the Developer calculated as provided in Article II, Section 6, above.

**Section 5. Designation of Voting Representative.** Each Co-owner will file a written notice with the Association designating the individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. The notice will state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust or other entity that is the Co-owner. Such notice will be signed and dated by each Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairperson of the meeting.

**Section 6. Quorum: Meetings of Members.** The presence in person or by proxy of twenty-five (25%) percent in value of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, will be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any member who participates by remote communication in a meeting of

members of the Association, as provided in Article IX, Section 5 below, will also be counted in determining the necessary quorum.

**Section 7. Voting.** Votes may be cast in person, in writing duly signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Association for a given vote, provided the same are not in violation of the provisions of these Amended and Restated Bylaws and Michigan law. Any proxies, written votes or other votes cast by means allowed hereunder must be filed with the Secretary of the Association or the Association's management agent at or before the appointed time of each meeting of the members of the Association or voting deadline if no meeting held. Votes may be cast by mail, fax, delivery, electronically (by any method not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process), or any other method approved by the Association in advance of the vote. Cumulative voting will not be permitted. Co-owners, including Developer, are entitled to the number of votes specified in Article II, Section 6, above.

**Section 8. Majority.** Unless otherwise provided by law or by the Condominium Documents, any action that could be authorized at a meeting of the members will be authorized by an affirmative vote of more than fifty (50%) percent in value of those Co-owners qualified to vote in accordance with the provisions of these Amended and Restated Bylaws. The foregoing statement and any other provision of the Amended and Restated Master Deed and these Amended and Restated Bylaws requiring the approval of a majority (or other stated percentage) of the members will be construed to mean, unless otherwise stated, a majority (or other stated percentage) in value of the votes cast by those qualified to vote at a given meeting of the Co-owners duly called and held.

**Section 9. Action without Meeting.** Any action that may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written vote of the members. Written votes will be solicited in the same manner as provided in these Amended and Restated Bylaws for the giving of notice of meetings of members. Such solicitations will specify (a) the value of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action, and (c) the time by which written votes must be received in order to be counted. The form of written vote will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance with that choice. Approval by written vote will be constituted by receipt, within the time period specified in the solicitation, of (i) a value of written votes which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a value of approvals that equals or exceeds the value of votes that would be required for approval if the action were taken at a meeting at which the total value of votes cast was the same as the total value of written votes cast.

## ARTICLE IX MEETINGS

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

**Section 2. Annual Meetings.** The annual meetings of members of the Association will be held during the month of October of each succeeding year at such time and place as will be determined by the Board of Directors. The Board of Directors may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year.

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

**Section 4. Notice of Meetings.** It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the time, place and purpose of the meeting, upon each Co-owner, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association pursuant to Article VIII, Section 5 of these Amended and Restated Bylaws or to the address of the Unit owned by the Co-owner will be deemed notice served. Said notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address and/or the Co-owner is a resident of the Unit. Electronic transmittal of such notice may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper which creates a record that may be retrieved and retained by the recipient and which may be directly reproduced in paper form by the recipient through an automated process. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver when filed in the records of the Association will be deemed due notice.

**Section 5. Participation by Remote Communication.** A member may participate in a meeting of the members by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other, if the Board

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

**Section 6. Adjournment for Lack of Quorum.** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty eight (48) hours from the time the original meeting was called. The quorum for each subsequent meeting will be reduced by one-half from the quorum requirement of the previously scheduled meeting.

**Section 7. Consent of Absentees.** The transactions of any meeting of members, either annual or special, however called and noticed, will be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting or there is an approval of the minutes. All such waivers, consents or approvals will be filed with the corporate records or made a part of the minutes of the meeting.

**Section 8. Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of all meetings of members and the Board of Directors must be kept by the Association and, when signed by the President or Secretary, will be presumed truthful. A recitation in the minutes of any such meeting that notice of the meeting was properly given will be prima facie evidence that such notice was given.

**Section 9. Order of Business.** The order of business at all meetings of the members shall generally be as follows: (a) roll call to determine voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meeting or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such purposes); (h) unfinished business; and (i) new business. The foregoing is intended solely to provide guidance in the conduct of the business of the Association, and will not be used to impose or create



liability. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be president, vice president, secretary and treasurer.

## **ARTICLE X BOARD OF DIRECTORS**

**Section 1. Qualifications and Number of Directors.** The affairs of the Association will be governed by a Board of Directors all of whom must be Co-owners of Units in Shadows on the Green and be in good standing. Good standing will be deemed to include a Co-owner who is not in default of any of the provisions of the Condominium Documents. A Co-owner that is in default of the Condominium Documents will not be qualified to be elected or appointed as a Director of the Association. Any Director who is delinquent in any financial obligation owed to the Association, including late fees, will pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director will not be permitted to vote on any delinquency matter of another Co-owner, including matters that may affect the Director's own Unit. If the Director does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 6 of this Article X, the Director will be deemed removed from the Board of Directors for the remainder of the Director's term and the vacancy will be filled in accordance with Section 5 of this Article X. The Board will consist of five (5) members. During any period in which Developer owns at least ten percent (10%) of the Units (developed or undeveloped), Developer shall have the right to appoint one person to serve on the Board, and the remaining four (4) directors shall be elected by the non-Developer co-owners. No two occupants of the same Unit may serve on the Board of Directors at the same time. Directors will serve without compensation.

**Section 2. Term of Directors.** For each year after the adoption of these Amended and Restated Bylaws, either three Directors or two Directors will be elected for two year terms depending on how many directorships expire that year, except, so long as Developer has the right to appoint one Director, two Directors shall be elected for two year terms each year and the Director appointed by the Developer shall continue as a Director or be replaced by the Developer at any time at the discretion of the Developer. All Directors will hold office until their successors have been elected and hold their first meeting.

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

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

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

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

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

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

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

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

**H. Borrow Money.** To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action will also be approved by affirmative vote of more than fifty (50%) percent of all of the members of the Association, except in the case of financing or re-financing of a Unit acquired through foreclosure of the statutory lien for unpaid Assessments, which will require no such approval.

**I. Rules and Regulations.** To make and enforce Rules and Regulations in accordance with Article VI, Section 12 of these Amended and Restated Bylaws.

**J. Committees.** To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of

the Condominium and to delegate to such committees, or any specific Officers or Directors of the Association any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

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

L. **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/or operation of the Condominium.

Section 4. **Professional Management Agent.** The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board of Directors to perform such duties and services as the Board of Directors will authorize, including, but not limited to, the duties listed in Section 3 of this Article X, and the Board of Directors may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event will the Board of Directors be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, which is not terminable by the Association upon ninety (90) days' written notice to the other party, or which provides for a termination fee.

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

Section 6. **Removal of Directors by Co-owners.** At any regular or special meeting of the Association duly called and held, any one or more of the Directors (except any Director appointed by Developer) may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all Co-owners, and a successor may then and there be elected to fill the vacancy thus created. The quorum requirement for the purpose of filling any vacancy will be the normal twenty-five (25%) percent requirement set forth in Article VIII, Section 6. Any Director whose removal has been proposed by the Co-owners will be given an opportunity to be heard at the meeting.

Section 7. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as will be determined by a majority of the Directors. At least two (2) such meetings will be held during each fiscal year. Notice of regular meetings of the Board of Directors will be given to each Director, personally, or by mail, facsimile, electronically or telephone at least five (5) days prior to the date of the meeting unless waived by said Director. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Director, and which may be directly reproduced in paper form by the Director through an automated process.

**Section 8. Special Meetings.** Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each Director, given personally, or by mail, facsimile, electronically or by telephone, which notice will state the time, place and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Director, and which may be directly reproduced in paper form by the Director through an automated process. Special meetings of the Board of Directors will be called by the President or Secretary in like manner and on like notice on the written request of three Directors.

**Section 9. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing or orally, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board will be deemed a waiver of notice by that Director of the time and place of any such meeting. If all the Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

**Section 10. Quorum: Meetings of the Board of Directors.** At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business. The acts of the majority of the Directors present at a meeting at which a quorum is present will be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by proxy, by teleconference, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter; provided however, that any vote not in writing is confirmed in writing not later than the next meeting of the Board. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes will constitute the presence of such Director for purposes of determining a quorum.

**Section 11. Action without Meeting.** Any action required or permitted to be taken under authorization voted at a meeting of the board or a committee of the board may be taken without meeting if, before or after the action, all members of the board then in office or of the committee consent to the action in writing or by electronic transmission. The written consents will be filed with the minutes of the proceedings of the board or committee. The consent has the same effect as a vote of the board or committee for all purposes.

**Section 12. Closing of Board of Directors' Meetings to Members; Privileged Minutes.** The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association will have the right to inspect and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association will be entitled to

review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence or the Michigan Court Rules.

**Section 13. Participation by Remote Communication.** Members of the Board of Directors may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting.

**Section 14. Fidelity Bonds.** The Board of Directors will require that all officers and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds, which will be in an amount at least equal to three months of regular Assessments plus the balance in the reserve fund. The premiums for such bonds will be expenses of administration.

## **ARTICLE XI OFFICERS**

**Section 1. Designation of Officers.** The principal officers of the Association will be President, Vice President, Secretary and Treasurer. The Directors may appoint such other officers as in their judgment may be necessary. Any two officers except that of President and Vice President may be held by one person. The President must be a member of the Board of Directors; however, the remaining officers need not be members of the Board of Directors or Co-owners. A Co-owner that serves as an Officer must be in good standing. Good standing will be deemed to include a Co-owner who is not in default of any of the provisions of the Condominium Documents. A Co-owner that is in default of the Condominium Documents will not be qualified to be elected or appointed as an Officer of the Association. Any Officer who is delinquent in any financial obligation owed to the Association, including late fees, will pay in full the amount due within sixty (60) days of the delinquency. If the Officer does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 3 of this Article XI, the Officer will be deemed removed from their position and the vacancy will be filled in accordance with Section 2 of this Article XI.

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

B. **Vice President.** The Vice President will take the place of the President and perform the President's duties whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors will appoint some other

member of the Board to so do on an interim basis. The Vice President will also perform such other duties as will be imposed by the Board of Directors.

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

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

Section 2. **Election.** The officers of the Association will be elected by the Board of Directors and will hold office at the pleasure of the Board. Any vacancy in any officer position may be filled at any meeting of the Board of Directors.

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

Section 4. **Duties.** The officers shall have such other duties, powers and responsibilities as authorized by the Board of Directors.

## ARTICLE XII INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS AND OFFICERS' INSURANCE

Section 1. **Indemnification of Directors and Officers.** Every Director and every Officer of the Association will be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees and amounts paid in settlement incurred by or imposed upon the Director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the Director or Officer may be a party or in which they may become by reason of their being or having been a Director or Officer of the Association, whether or not they are a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the Director's or Officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein will apply only if the Board of Directors with the Director seeking reimbursement abstaining approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not

exclusive of all other rights to which such Director or Officer may be entitled. The Board of Directors will notify all Co-owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article will be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

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

### ARTICLE XIII FINANCES AND INSPECTIONS

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

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

**Section 3. Investment of Funds.** Funds of the Association will be deposited in such bank or savings association as may be designated by the Board of Directors and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors. The funds may be invested in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

**Section 4. Records and Books of the Association.** The Association will keep detailed books of account showing all expenditures and receipts of administration which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The non-privileged accounts, books, records, contracts, and financial statements concerning the administration and operation of the Condominium will be open for inspection by the Co-owners, the Co-owners' mortgagees,

prospective purchasers and prospective mortgagees during reasonable working hours. The Association will prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which will be defined by the Association which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process, or by making the report available for electronic transmission, provided that any member may receive a written report upon request for a reasonable reproduction fee as determined by Board of Directors or Professional Management Agent.

**Section 5. Audit.** If the annual revenues of the Association exceed Twenty Thousand (\$20,000.00) Dollars, the Association will have its books, records and financial statements independently audited or reviewed by a certified public accountant, as defined in MCL 339.720 of the Occupational Code. The audit or review will be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The Association may opt out of the requirements imposed by the preceding sentence on an annual basis by an affirmative vote of a majority of its members. Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon written request. The costs of any such audit and any accounting expenses will be expenses of administration. The Association also will maintain on file current copies of the Amended and Restated Master Deed for the Condominium including any amendments and all other Condominium Documents and will permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Condominium to inspect the same during reasonable business hours.

#### **ARTICLE XIV COMPLIANCE AND AMENDMENTS**

**Section 1. Compliance with the Documents.** The Association of Co-owners and all present or future Co-owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and will comply with the provisions of the Condominium Act, the Amended and Restated Master Deed, these Amended and Restated Bylaws, the Articles of Incorporation of the Association and the Rules and Regulations of the Condominium. In the event that any provision of these Amended and Restated Bylaws conflicts with the Condominium Act, the Condominium Act will control. In the event that any provision of these Amended and Restated Bylaws conflict with the Amended and Restated Master Deed, the Condominium Subdivision Plan, the Articles of Incorporation and any Rules and Regulations, the order of priority in Article IX of the Amended and Restated Master Deed controls.

**Section 2. Amendments.** These Amended and Restated Bylaws may be amended in accordance with the Condominium Act and the provisions of Article VIII of the Amended and Restated Master Deed. The following procedures will be utilized for any such amendments:



A. **Proposal.** The Board of Directors of the Association acting upon the vote of the majority of the Directors or by a written petition signed by one-third (1/3) or more of the Co-owners may propose amendments to these Amended and Restated Bylaws.

B. **Meeting.** If any amendment is proposed, a meeting for consideration of the proposed amendment(s) will be called in accordance with these Amended and Restated Bylaws.

C. **Voting.** These Amended and Restated Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds (2/3) of all Co-owners entitled to vote as of the record date for such votes. No consent of mortgagees will be required to amend these Amended and Restated Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds (2/3) of mortgagees will be required with each mortgagee having one (1) vote for each mortgage held. So long as Michigan Land Developers, LLC, excluding assignees or successors, owns any Unit, including any incomplete Unit, these Amended and Restated Bylaws shall not be amended nor shall the provisions of these Amended and Restated Bylaws be modified in any way without the written consent of the Developer.

D. **Effective Date.** Any amendment to these Amended and Restated Bylaws shall become effective upon recording of such amendment in the Register of Deeds.

E. **Binding.** A copy of each amendment to these Amended and Restated Bylaws shall be furnished to every member of the Association after adoption; however, any amendment to these Amended and Restated Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium regardless of whether such persons actually receive a copy of the amendment(s).

## ARTICLE XV

### REMEDIES FOR DEFAULT / COSTS OF ENFORCING DOCUMENTS

Section 1. **Default by a Co-owner.** In the event of a default by a Co-owner, lessee, tenant, Nonco-owner resident and/or guest in their compliance with any of the terms of the Condominium Documents; the Association or Co-owner(s), where appropriate, will be entitled to the following relief:

A. **Remedies for Default by a Co-owner to Comply with the Documents.** Failure to comply with any of the terms or provisions of the Condominium Documents will be grounds for relief, which may include, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of Assessment) or any combination. Such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

B. **Costs Recoverable from Co-owner.** Failure of a Co-owner and/or Nonco-owner resident or guest to comply with the Condominium Documents will entitle the Association to recover from such Co-owner or Nonco-owner resident or guest any reasonable pre-litigation attorney's fees and costs incurred in investigating and seeking legal advice concerning alleged or

actual violations or obtaining their compliance with the Condominium Documents. In addition, in any proceeding arising because of an alleged default by any Co-owner or in cases where the Association must defend an action brought by any Co-owner(s) or Nonco-owner resident(s) or guest(s)—regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise—the Association, if successful, will be entitled to recover from such Co-owner or Nonco-owner resident or guest interest, fines, late fees, pre-litigation costs, the costs of the proceeding and reasonable attorney's fees—not limited to statutory fees and including attorney's fees and costs incurred pre-litigation, or incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or reasonable attorney's fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner—and any and all advances for taxes or other liens or costs paid by the Association to protect its lien incurred in defense of any claim or obtaining compliance or relief. In no event will any Co-owner be entitled to recover such attorney's fees or costs against the Association.

**C. Association's Right to Abate.** The violation of any of the provisions of the Condominium Documents will 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 will have no liability to any Co-owner arising out of its exercise of its removal and abatement power. Any such amount incurred by the Association is deemed to be an additional Assessment upon such Co-owner and is due and payable when the payment of the Assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for Common Expenses.

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

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

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

**Section 4. Rights of Co-owners.** A Co-owner may maintain an action against the Association to compel enforcement of the provisions of the Condominium Documents and may

maintain an action for injunctive relief or damages against any other Co-owner for noncompliance with the Condominium Documents. Even if successful, Co-owners may not recover attorney's fees from the Association, but may recover such fees from another Co-owner if successful in obtaining compliance with the Condominium Documents or the Condominium Act.

## ARTICLE XVI FINES

**Section 1. General.** The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted Rules and Regulations will 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 will be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

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

A. **Notice.** Notice of the violation, including the Condominium Documents provision(s) violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, will be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 5 of these Amended and Restated Bylaws.

B. **Hearing.** The offending Co-owner will be provided a scheduled hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation. The hearing before the Board will be at its next scheduled meeting, but in no event will the Co-owner be required to appear less than seven (7) days from the date of the notice.

C. **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense or in the event the Co-owner fails to appear at the scheduled hearing, the Board will, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

**Section 3. Fines.** Upon violation of any of the provisions of the Condominium Documents and upon the decision of the Board as described in Section 2 above, the following fines may be levied:

First Violation	No Fine Will Be Levied
Second Violation	\$50.00 Fine
Third Violation	\$100.00 Fine
Fourth and All Subsequent Violations	\$250.00 Fine

The Board of Directors, without the necessity of an amendment to these Amended and Restated Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Amended and Restated Bylaws. For purposes of this Section, the number of the violation (i.e. First, Second, etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents as long as that Co-owner may be an owner of a Unit or occupant of the Condominium and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues. No further hearings other than the first hearing will be required for successive violations once a violation has been found to exist. Nothing in this Article will be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Condominium Act for such violations or from combining a fine with any other remedy or requirement to redress any violation.

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

#### **ARTICLE XVII DEFINITIONS**

All terms used in these Amended and Restated Bylaws have the same meaning as set forth in the Amended and Restated Master Deed to which these Amended and Restated Bylaws are attached as an Exhibit or as set forth in the Condominium Act. Whenever any reference is made to one gender, the same includes a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference is also included to the plural where the same would be appropriate.

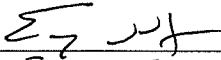
#### **ARTICLE XVIII SEVERABILITY**

In the event that any of the terms, provisions, or covenants of these Amended and Restated Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will 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.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

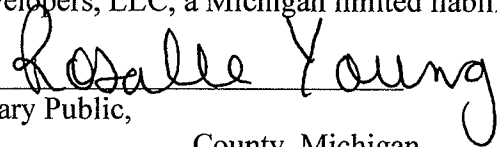
IN WITNESS WHEREOF, the Developer and the Association have caused this Amended and Restated Bylaws to be executed the day and year first above written.

**Michigan Land Developers, LLC**

By:   
 Name: Eamny Stoutenburg  
 Its: Member

STATE OF MICHIGAN )  
 ) ss  
 COUNTY OF Bay )

On this 2nd day of July 2019 the foregoing Amended and Restated Master Deed was acknowledged before me by Eamny Stoutenburg Member of Michigan Land Developers, LLC, a Michigan limited liability company, on behalf of the company.

  
 Notary Public,  
 \_\_\_\_\_ County, Michigan  
 My Commission Expires: \_\_\_\_\_  
 Acting in \_\_\_\_\_ County, Michigan

**ROSALEE YOUNG**  
 Notary Public, Bay County, MI  
 Acting In Bay County  
 My Commission Expires April 3, 2024

**Shadows on the Green Condominium Association**

By: Jean M. Kahl  
 Name: Jean M. Kahl  
 Its: President

STATE OF MICHIGAN )  
 ) ss  
 COUNTY OF BAY )

On this 2nd day of July, 2019 the foregoing Amended and Restated Bylaws were acknowledged before me by Jean M. Kahl, President of Shadows on the Green Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

Rosalee Young  
 Notary Public,  
 \_\_\_\_\_ County, Michigan  
 My Commission Expires: \_\_\_\_\_  
 Acting in \_\_\_\_\_ County, Michigan

**ROSALEE YOUNG**  
 Notary Public, Bay County, MI  
 Acting In Bay County  
 My Commission Expires April 3, 2024

**Drafted by and when recorded, return to:**

Matthew W. Heron  
 HIRZEL LAW, PLC  
 37085 Grand River Avenue, Suite 200  
 Farmington, Michigan 48335  
 (248)478-1800