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AMENDED AND RESTATED BYLAWS
BRIAR HILL

EXHIBIT A

AMENDED AND RESTATED BYLAWS

BRIAR HILL

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. **The Association**.

Briar Hill, a residential site Condominium located in the Township of Pittsfield, Washtenaw County, Michigan, is administered by an Association of Co-owners, a nonprofit corporation, the Briar Hill Condominium Association (the "Association"). The Association is responsible for the management, maintenance, operation, and administration of the Condominium, subject to and in accordance with the Consolidating Master Deed, these Amended and Restated Bylaws, the Amended and Restated Articles of Incorporation, Rules and Regulations of the Association (collectively, 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 are subject to, and shall comply with, 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 seq., and the Corporate Bylaws, as required by the Michigan Nonprofit Corporation Act, MCL 450.2101, et seq. These Amended and Restated Bylaws supersede any prior Bylaws.

ARTICLE II
ASSESSMENTS

The Association's levying of assessments and collection of assessments are governed by the following provisions:

Section 1. **Taxes and assessments**.

The Association will be assessed as the person in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners and personal property taxes based on that tangible property will be treated as expenses of administration. The levying of all property taxes and governmental special assessments will be assessed in accordance with MCL 559.231.

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 are expenses of administration. 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 are receipts of administration, within the meaning of MCL 559.154(4), except as modified by the specific assignment of responsibilities for costs contained in Paragraph FOURTH of the Consolidating Master Deed.

Section 3. **Determination of Assessments**.

Assessments will be determined as follows:

A. **Annual Budget and Annual Assessments**.

The Board will establish an annual budget that will project all expenses for the upcoming fiscal year. Any budget adopted must 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, 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, or otherwise send a bill, coupon, or invoice for an Assessment, will not waive a Co-owner's obligation to pay the assessment. Failure or delay of the Board to prepare or adopt a budget for any fiscal year, or to send a bill, coupon, or invoice for assessments, 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 shall 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, in its sole discretion, may levy an additional assessment 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 current year's annual budget; or

(iv) for any emergencies, as determined in the Board's sole discretion.

C. **Special Assessments**.

Special assessments, in addition to those described in Subsection A and B above, may be levied by the Board as follows:

(i) Any other unusual common expenses benefiting less than all the Units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project or by their licensees or invitees, must be specially assessed against the Unit(s) involved, including, but not limited to, any sums owed by a Co-owner under the Condominium Documents, any previously unpaid proportionate share of expenses, irrespective of whether such proportionate share of expenses could have been assessed under any prior version of the Condominium Documents, or any other contracts entered into between a Co-owner and the Association.

(ii) Special assessments to purchase a Unit upon foreclosure or for providing additions to the Common Elements at a total cost exceeding ten (10%) percent of the current year's annual budget. Special assessments as provided for by this Subsection (ii) may not be levied without the prior approval of sixty (60%) percent of all Co-owners entitled to vote.

The authority to levy assessments pursuant to Article II, Section 3(B) and (C) of these Amended and Restated Bylaws is solely for the Association's benefit and is not enforceable by any of the Association's creditors, 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 shall maintain a reserve fund for major repairs and replacements of Common Elements, which, at a minimum, must be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. The reserve must be funded at least annually from the proceeds of the annual assessments set forth in Subsection A of this Section, but may be supplemented by Additional or special assessments. The Board 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 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 Consolidating Master Deed, all assessments levied against the Units and Co-owners to cover expenses of management, administration, and operation of the Condominium must be apportioned equally among the Co-owners in accordance with the Percentage of Value assigned to each Unit in Paragraph FIFTH of the Consolidating Master Deed.

Section 5. **Payment of Assessments and Penalty for Default**.

Annual assessments, as determined in accordance with Article II, Section 3(A) above, are payable by Co-owners in twelve (12) equal monthly installments, or in such installments as may be determined 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 are payable as stated in the notice announcing their levy. The Association, as the Board so determines, may establish one (1) 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, then 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 (1st) day of each calendar month or such other date as may be established by the Board. 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 fee of twenty-five ($25.00) dollars to compensate the Association for administrative costs incurred as a result of the delinquency. The Board may revise the uniform late fees by adopting Rules and Regulations 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, then 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 (1) or more persons, is personally liable for the payment of all assessments, including reasonable attorney's fees, costs, fines, and late fees levied against their Unit while such Co-owner has an ownership interest in the Unit. Payments on account of installments of assessments in default will be applied in the following order (from highest to least priority):

(i) to costs of collection, enforcement of payment, and enforcement of the Condominium Documents, including reasonable attorney's fees;

(ii) fines;

(iii) late fees; and then

(iv) to installments in default in order of their due dates.

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

Section 6. **Waiver of Use or Abandonment of Unit**.

No Co-owner is exempt from liability for contribution toward the expenses of management, maintenance, operation, or administration by: 1) waiver of the use or enjoyment of any of the Common Elements, 2) abandonment of the Co-owner's Unit, 3) incomplete repair(s), 4) failure of

the Association to provide services or management to the Condominium or the Co-owner, or 5) for any other reason.

Section 7. **Enforcement**.

A. **Statutory Lien**.

Any sums assessed to a Co-owner that are unpaid, including reasonable attorney's fees, costs, fines, late fees, or advances made by the Association for taxes or other liens to protect its lien, constitute a lien upon the Unit(s) 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 Association may foreclose the lien by judicial action or advertisement.

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, 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 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 income 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 are 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, is 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 advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and advertisement and the provisions of MCL 559.208 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 is deemed to have authorized the Association to sell or 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 may bid at the foreclosure sale and acquire, hold, lease, mortgage, or convey the Unit sold.

D. **Notice of Action**.

The Association may neither 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 an Assessment levied against the pertinent Unit is delinquent and that the Association may invoke any of its remedies if the default is not cured within ten (10) days after the date of mailing. The 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 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 Washtenaw County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten (10) day period, then the Association may take such remedial action as may be available to it under the Condominium Documents or Michigan law.

E. **Expenses of Collection**.

All expenses incurred in collecting unpaid assessments or enforcing the Condominium Documents are chargeable to the Co-owner in default and are secured by the lien on the Co-owner's Unit. Expenses include, but are not limited to:

i. fines;
ii. late fees;
iii. costs;

iv. reasonable attorney's fees, not limited to statutory fees and including attorney's fees and costs incurred (a) pre-litigation, (b) incidental to any bankruptcy proceedings filed by the Co-owner (whether delinquent or not) 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 (c) incidental to any court action or other proceeding filed by the Co-owner; and

v. 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 8. **Liability of Mortgagee**.

The holder (including its successors and assigns) of any first mortgage of record covering any Unit in the Condominium 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 9. **Unpaid assessments Due on Sale of Unit**.

Upon the sale or conveyance of a Unit, any unpaid assessments, including late fees, fines, costs, and reasonable attorney's fees against a 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 to a federal taxing authority, 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 10. **Written Statement of Unpaid Asssessments**.

A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, late fees, fines, costs, and reasonable attorney's fees outstanding against the Unit. The purchaser is neither liable for any unpaid assessments, late fees, fines, costs, and reasonable attorney's fees in excess of the amount set forth in the 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 at least five (5) days before the conveyance is liable for any unpaid assessments against the Unit, together with late fees, fines, costs, and reasonable attorney's fees incurred in connection with the collection of the assessments. The Association may charge a fee as determined by the Board in its sole discretion for preparation of the statement.

Section 11. **Construction Liens**.

Construction liens attaching to any portion of the Condominium are subject to MCL 559.208, MCL 559.232, and the following limitations:

A. Except as provided below, a construction lien for work performed upon a Unit 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.

D. An Association's lien upon a Unit has priority over any construction lien in accordance with MCL 559.208.

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 Co-owner(s) 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 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, a Co-owner or the Association is not 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 dispute, claim, or grievance to arbitration will preclude those parties from litigating the dispute, claim, or grievance in the courts.

ARTICLE IV
INSURANCE

Section 1. **Responsibilities of Association.**

All insurance purchased by the Association will be 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 Co-owners' mortgagees.

A. **Property Insurance**.

The Association will obtain property insurance that, at a minimum, provides insurance coverage for losses against fire, vandalism, malicious mischief, and other perils covered by standard extended coverage, on all Common Elements. The property insurance may be a "bare walls" insurance policy that provides minimum insurance coverage that is equal to 100% of the full insurable replacement cost on all buildings, improvements, and structures in the Condominium for which the Association is responsible for repair and replacement, excluding the amount of any deductible, as determined annually by the Board. The property insurance will include all the following endorsements, if available and if it is commercially reasonable for the Association to obtain:

(i) An inflation guard endorsement; and

(ii) A building ordinance or law endorsement, which provides coverage for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction.

The Board, in its sole discretion, may obtain additional insurance coverage on the Common Elements which exceeds insurance coverage provided by a "bare walls" insurance policy, if available.

B. **General Liability Insurance.**

The Association will obtain "occurrence based" general liability insurance that, at a minimum, provides insurance coverage for losses against personal injury, bodily injury, and property damage on all Common Elements that the Association is responsible for the repair and replacement of under the Consolidating Master Deed, or any other areas or activities that are under the Association's control. The minimum coverage under the general liability insurance will not be less than $1,000,000.00 per occurrence.

C. **Worker's Compensation Insurance**.

The Association will obtain worker's compensation insurance, if it is legally required to carry such insurance under the Michigan Workers' Disability Compensation Act, MCL 418.101, et

seq. The Association may obtain worker's compensation insurance, in the sole discretion of the Board, even if it is not legally required to do so.

D. **Directors and Officers Insurance**.

The Association will obtain directors and officers insurance with minimum coverage of $1,000,000.00 in the aggregate. The Association may obtain directors and officers insurance with coverage that exceeds the minimum coverage required by this Subsection.

E. **Crime or Employee Dishonesty Insurance**.

The Association will obtain crime or employee dishonesty insurance that covers all directors, officers, employees, volunteers, agents, and all other persons who handle or are responsible for handling Association funds, unless the Association's maximum estimated funds that it will hold in a fiscal year are $5,000.00 or less. The crime or employee dishonesty insurance will, at a minimum, provide coverage in an amount that equals no less than the maximum amount of funds the Association has at any one time during a fiscal year. If the Association implements one of the minimum financial controls in the Fannie Mae and Freddie Mac lending guidelines, such as those described in Fannie Mae Form 1076, then the minimum coverage of the crime or employee dishonesty insurance may be reduced to three (3) months of aggregate assessments on all Units, plus reserve funds on hand. The minimum financial controls, which are subject to change by Fannie Mae and Freddie Mac, may include requiring: (i) separate accounts for the operating account and reserve account, each with appropriate access controls and monthly statements sent directly to the Association; (ii) a management company to separate records and accounts for each association that it manages and without authority to draw checks on or transfer funds from the reserve account; or (iii) that two (2) Board members must sign any checks withdrawing funds from the reserve account.

If the management agent, its employees, or other persons handling Association funds cannot be added to the Association's crime or employee dishonesty insurance, then the Association will require the management agent to obtain crime insurance, employee dishonesty insurance, or a fidelity bond before handling Association funds. The Association may also require a management agent or other persons handling Association funds to obtain crime insurance, employee dishonesty insurance, or a fidelity bond.

F. **Cyber Liability Insurance**.

The Association, in the sole discretion of the Board, may obtain cyber liability insurance in an amount that the Board deems appropriate. The Association may also require a management agent to obtain cyber liability insurance.

G. **Other Insurance**.

The Association may purchase any other insurance in an amount that the Board, in its sole discretion, deems appropriate, including, but not limited to, flood and umbrella insurance.

H. **Terms of Insurance Policies**.

The Association will use commercially reasonable efforts to obtain insurance from a licensed insurance company that meets all the minimum rating requirements under Fannie Mae and Freddie Mac lending guidelines, if any, and that contains the following terms:

(i) A waiver of the insurance company's right to obtain subrogation for any claims against directors, officers, volunteers, or Co-owners;

(ii) A cross-liability endorsement to cover claims that may be asserted by parties that are both insured under the Association's insurance; and

(iii) Requires the insurance company to notify the Association in writing at least ten (10) days prior to cancelling or substantially modifying the Association's insurance.

I. **Cost of Insurance**.

All premiums for insurance purchased by the Association will be expenses of administration.

J. **Proceeds of Association Insurance**.

Proceeds of all the Association's insurance will be received by the Association and distributed to the Association, the Co-owners, and their mortgagees as their interests may appear. Whenever repair or replacement of the Condominium is required as provided in Article V of these Amended and Restated Bylaws, then the proceeds from any insurance received by the Association as a result of any loss requiring repair or replacement will be applied for such repair or reconstruction.

K. **Association as Attorney-in-Fact**.

Each Co-owner appoints the Association as their attorney-in-fact to act in connection with all insurance carried by the Association, and the Board has exclusive authority to adjust losses under insurance policies obtained by the Association.

The Association has full authority to purchase and maintain such insurance, pay premiums, collect and distribute proceeds to the Association, the Co-owners, and their respective mortgagees, as their interests may appear, subject to the Condominium Documents, execute releases of liability, execute all documents, and do all things on behalf of such Co-owner and the Condominium as necessary or convenient to accomplish the foregoing.

In addition, 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 Premises under the Association's insurance policy will not give rise to any claim against the Association, the Board, or its managing agent.

Section 2. **Responsibilities of Co-owners.**

A. **Co-owner Insurance**.

Co-owners must obtain their own personal insurance, as set forth below, in addition to any insurance purchased by the Association. Co-owners are advised to consult with their insurance advisors to determine the type and amount of insurance that best suits their individual needs and will comply with their minimum insurance obligations. Each Co-owner shall obtain insurance for personal liability and property damage for their personal property, residential dwelling, and Unit, including, but not limited to, the following:

(i) The Unit, including all improvements, betterments, fixtures, equipment, and trim within a Unit;

(ii) The residential dwelling constructed within the perimeter of the Unit;

(iii) All personal property of the Co-owner located within a Unit or elsewhere in the Condominium; and

(iv) All alternative living expenses in event of fire or other casualty.

The Co-owner's insurance will provide minimum coverage that is equal to 100% of the full insurable replacement cost, excluding foundation and excavation costs.

B. **Evidence of Insurance**.

Upon request, each Co-owner shall deliver insurance certificates to the Association to evidence the continued existence of all insurance required to be maintained by them. In addition to any other remedy available to the Association, if a Co-owner fails to obtain insurance that meets the minimum requirements of the Condominium Documents or provide evidence of insurance coverage to the Association, then the Association may, but is not required to, obtain such insurance on behalf of the Co-owner. If the Association pays a premium on behalf of a Co-owner, the premium may be specially assessed to the Co-owner and will constitute a lien against the Co-owner's Unit in accordance with Article II above.

C. **Co-owner 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 will not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

Section 3. **Determination of Primary Carrier**.

If there is overlapping insurance coverage under any policies carried by the Association and a Co-owner, then the determination of the primary carrier will be as follows:

A. **Association's Insurance**.

The Association's insurance will be primary, and the Co-owner's insurance will be the secondary after the Association's insurance is exhausted, in the following circumstances:

(i) Property damage to a Common Element, or the contents of the Common Elements, that the Association is assigned responsibility for repair and replacement in Article IV of the Consolidating Master Deed; and

(ii) Personal injury, death, or other occurrences that arise out of or relate to a Common Element that the Association is assigned responsibility for repair and replacement in Article IV of the Consolidating Master Deed.

B. **Co-owner Insurance**.

The Co-owner's insurance will be primary, and the Association's insurance will be the secondary after the Co-owner's insurance is exhausted, in the following circumstances:

(i) Property damage to a Unit or its contents, including the residential dwelling constructed within the perimeter of the Unit and all improvements, betterments, fixtures, and equipment within the Unit; and

(ii) Personal injury, death, or other occurrences that arise out of or relate to a Unit or its contents, including the residential dwelling constructed within the perimeter of the Unit and all improvements, betterments, fixtures, and equipment within the Unit.

C. **Association's Liability**.

If the Association's insurance is not deemed primary and the Association's insurance contributes to payment of a loss, then the Association's liability to the Co-owner will be limited to the amount of the insurance proceeds paid by the Association's insurance. If the Co-owner's insurance is deemed primary, the Co-owner's insurer will have no right of subrogation against the Association or its insurer.

ARTICLE V
RECONSTRUCTION OR REPAIR IN CASE OF INSURED CASUALTY

Section 1. **Determination of Repair or Replacement**.

This Article applies to damage caused by casualty or another insurable event. All other situations involving maintenance, repair, and replacement are governed by Article IV of the Consolidating Master Deed. If the damaged property is a Common Element or a Unit, the property will be rebuilt or repaired if any Unit is tenantable. However, the Condominium may be terminated if approved by the affirmative vote of eighty (80%) percent of the Co-owners in value that are entitled to vote and unaffiliated with the Developer, the Developer, 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, in accordance with MCL 559.190 and MCL 559.190a(9)(a). If, at a later date, the Condominium Act is amended to remove the requirement that the Developer consent to a termination of the Condominium, then such amendment will be deemed to be incorporated into this Section and the Developer's consent will not be required.

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

Any repair or replacement must be substantially in accordance with the Consolidating Master Deed and the plans and specifications for the Condominium, except where changes are necessary to comply with local, state, or federal law.

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

A. **Definition of Responsibility**.

Each Co-owner will promptly repair or replace damage to their Unit, personal property, or Common Element for which they are responsible for repair and replacement in Paragraph FOURTH of the Consolidating Master Deed regardless of the cause or nature of any damage, including, but not limited to, instances in which the damage is incidental to or caused by:

(i) a Common Element for which the Association is responsible pursuant to Paragraph FOURTH of the Consolidating Master Deed;

(ii) the maintenance, repair, or replacement of any Common Element;

(iii) the Co-owner's, occupant(s)', or invitee(s)' actions or any failure of the Co-owner, occupant, or invitee to take appropriate preventive action; or

(iv) the malfunction of any appliance, equipment, or fixture located within or serving the Unit;

Notwithstanding the foregoing, a Co-owner who desires to make a repair to a Common Element or a structural repair, replacement, or modification to their Unit shall first obtain written consent of the Association.

B. **Damage when Association Insurance Applicable**.

If any damage to the Common Elements is the responsibility of the Association's insurance pursuant to the provisions of Article IV, then the repair or replacement will be the responsibility of the Association in accordance with Section 4 below, although the responsibility for costs will be allocated in accordance with the provisions of this Section and Section 4.

If: (i) any interior portion of a Unit is covered by the Association's insurance, (ii) the Association's insurer is responsible for paying a claim or is the primary carrier under Article IV, Section 3, and (iii) there is no coverage under the Co-owner's insurance, then the Co-owner will be entitled to receive the proceeds of such insurance and use them solely for necessary repairs, but the Co-owner will be responsible for any deductible amount. If there is a mortgagee endorsement, then the proceeds will be payable to the Co-owner and the mortgagee jointly.

Section 4. **Association Responsibility for Repair or Replacement**.

Subject to the responsibility of the Co-owners in Section 3 and other provisions of the Condominium Documents, the Association is responsible for repairing and replacing damage to the Common Elements for which it is responsible for repair and replacement in Article IV of the Consolidating Master Deed. The Association is not responsible for incidental damage caused by a General Common Element to any person, personal property, residential dwelling, or Unit.

Immediately after a casualty causing damage to the Common Elements for which the Association has the responsibility of repair or replacement, the Association will obtain reliable and detailed estimates of the cost to repair or replace. If insurance proceeds are insufficient to defray the estimated costs of repair or replacement, then the Association will levy an Assessment in sufficient amounts to provide funds to pay the costs of repair or replacement against either: (i) those Co-owners who are responsible for the costs of repair or replacement of the damaged property as provided in the Condominium Documents; or (ii) all Co-owners, if there are no Co-owners otherwise responsible for the costs of repair and replacement.

Section 5. **Timing**.

If damage to Common Elements or a Unit adversely affects the appearance of the Condominium or deprives Co-owners from using the Common Elements, then the Association or Co-owner responsible for repair and replacement will immediately proceed with the repair or replacement of the damaged property.

Section 6. **Eminent Domain**.

Section 133 of the Condominium Act, MCL 559.233, will control upon any taking by eminent domain.

ARTICLE VI
RESTRICTIONS

Section 1. **Use of Unit**.

A. **Residential Use**.

Units must be used for single-family residential purposes only, as defined by the Township of Pittsfield Zoning Ordinance. No Co-owner may carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, except that Co-owners are allowed to have home offices in their Units provided the home offices are consistent with residential use and:

(i) do not involve regular pedestrian or excessive vehicular traffic by customers, users, or beneficiaries of the services being performed or congestion within the Condominium; and

(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.

The Board may in its sole discretion restrict any business activities that it determines unreasonably interfere with the quiet enjoyment of the residential purpose of the community.

B. **Occupancy Restrictions**.

All Units must be occupied in strict conformance with the restrictions and regulations of the International Property Maintenance Code or such other codes or ordinances that may apply. Timesharing and interval ownership is prohibited. From the date these Amended and Restated Bylaws become effective upon their recording with the Register of Deeds, no person registered as a Tier 2 or Tier 3 sex offender pursuant to MCL 28.722, et seq., as amended, may reside in a Unit in the Condominium unless said individual resided in a Unit as of the effective date of these Amended and Restated Bylaws.

C. **Building Size and Height**.

No building or structure shall exceed two (2) stories and thirty-five (35') feet in height and all buildings or structures shall be constructed within the perimeter of a Unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external walls:

(1) One Story/Ranch: 1,300 square feet.
(2) Story and One-Half: 1,500 square feet.
(3) Two Story: 1,600 square feet (800 square feet per floor).

Garages, porches, breezeways shall not be included in computing minimum size requirements. No part of a single story or ranch structure that is below ground level shall be included in computing

minimum size requirements. No part of any other structure that is more than one-half below ground level shall be included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Washtenaw County, Michigan, Building Department. All unused building materials and temporary construction shall be removed from the premises within thirty (30) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permit.

D. **Garages**

All single family dwellings shall have two-car attached garages, and with written approval from the Association, may have three-car attached garages. Carports and detached garages shall not be erected, placed or permitted to remain on any Unit.

E. **Temporary Structures**

No old or used structure, of any kind, shall be placed upon any Unit. No temporary structure of any character such as a tent, camper, trailer, shack, barn, and/or other outbuilding of any design whatsoever shall be erected or placed upon any Unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.

F. **Accessory Buildings**

No accessory building or other out-building shall be permitted on any Unit unless it is approved by the Association. The Association, in the exercise of its discretion, may permit the erection of structures such as swimming pool accessory buildings or greenhouses. Notwithstanding the Association's approval, such structure shall be architecturally compatible with the main residence, be constructed of similar materials, and shall not exceed two hundred (200) square feet in size.

G. **Swimming Pools**

All swimming pools shall be below ground, except children's play pools, hot tubs, and jacuzzi tubs, although above ground pools may be installed with the prior written consent from the Board of Directors and subject to such restrictions as it may place upon their use and location.

H. **Fences**

Subject to the Co-owner's submission of plans and the Association's prior written approval under Section 3 below, fences shall be allowed provided that (1) the total lineal footage of said fences shall not exceed forty (40%) percent of the Unit's perimeter, (2) the fence shall not exceed four (4') feet in height and (3) the fence shall not be located within the front set-back of the structure

to be located on each Unit, unless approved in writing in advance by the Association. Fences erected to screen patios, enclose child play areas, and fenced dog runs shall be permitted with advance written approval of the Association as to size, location, and fencing materials. All dog runs must be attached to the rear of the dwelling to allow direct access from the house, deck, or patio. Fences around swimming pools shall be required to be constructed in accordance with all applicable buildings codes. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence and shall be approved in writing in advance by the Association.

I. **Access to Units**.

Vehicular access for Units 1 through 7, inclusive, shall be restricted to Fall Creek Lane and for Unit 19 it shall be restricted to Briar Ridge Drive.

Section 2. **Leasing and Rental of Units**.

A. **Right to Lease**.

Co-owners leasing their Units prior to the effective date of these Amended and Restated Bylaws may continue leasing their Units so long as the provisions of the Condominium Documents are followed and an approved lease is on file with the Association prior to the effective date of these Amended and Restated Bylaws. No Co-owner may lease or sublease any Unit without the Association's written approval after the effective date of these Amended and Restated Bylaws. The Association's approval will not be given if the leasing of a Unit would result in any one (1) person or entity or their affiliates or commonly owned entities leasing more than one (1) Unit at any given time. The Association's approval will not be given if the leasing of such Unit would cause the number of leased Units in the Condominium to exceed ten (10) Units in the Condominium. The Association's approval will not be given if the Unit has been leased for more than five (5) years in the previous ten (10) year period. If a leased Unit is transferred, or no longer being leased or held out for lease, or vacant for more than six (6) months, then all rights to lease that Unit will terminate and no further leasing of the Unit will take place without full compliance with this Section. No Co-owner will lease less than the entire Unit in the Condominium, and all leases must:

(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 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 Amended and Restated Bylaws, "lease" means: (i) any occupancy agreement, whether or not in writing or for rent or other consideration, where the Unit is not occupied by the Co-owner or an immediate family member of the Co-owner; and (ii) any form of occupancy agreement or arrangement under which the Co-owner of a Unit permits another person to use or occupy all or less than all of a Unit for consideration. The term "lease" includes, 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, VayStays, or any other similar format, website, or online platform. The listing or advertisement of a Unit on one (1) of the formats, websites, or online platforms referenced in the preceding sentence is prohibited if the occupancy arrangement resulting from such listing or advertisement would be a violation of these Amended and Restated Bylaws.

B. **Corporate Ownership**.

Any Co-owner whose Unit is owned by a corporation, limited liability company, partnership, trust, or other entity must designate in writing one (1) individual or family that is entitled to occupy the Unit. The designated individual or family must be an employee of or have an ownership or legal interest in the entity owning the Unit, e.g., being a named beneficiary of the trust. In addition, the designated individual or family must occupy the Unit for the minimum lease term set forth in Subsection 2(A)(i) above. Only the designated individual or family and their caregivers, co-habitants, and guests may use the Unit, otherwise the occupancy arrangement will be considered a "lease." If a Co-owner owns more than one (1) Unit, then the occupancy arrangement for any Unit not occupied by the designated individual or family will be considered a "lease." The Board further may deny occupancy of any Unit by any individual or family if the Board, 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 Subsection. The Association may enforce this Subsection by injunctive relief, including a mandatory injunction requiring the sale of a Unit.

C. **Exception to the Leasing Limitations**.

Notwithstanding the one (1) year minimum lease term in Section 2(A)(1), the ten (10) Unit maximum in Section 2(A), and the limitation of leasing for five (5) years over the previous ten (10) years in Section 2(A), if extenuating circumstances exist, then a Co-owner may apply to the Board for permission to lease their Unit, providing a written explanation of the extenuating circumstances. 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, then, in the Board's sole discretion, the Association may allow a Co-owner to lease their Unit under the following circumstances:

(i) A Co-owner must relocate for employment purposes, for medical purposes (such as treatment, rehabilitation, or recuperation), or to a nursing home or similar facility;

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

(iii) The Unit to be leased is encumbered by a mortgage guaranteed by the Department of Veterans Affairs (in such case the Board must approve the request); or

(iv) Any other extenuating situation approved by the Board.

D. **Procedures for Leasing**.

The leasing of Units must conform to the following provisions:

(i) A Co-owner desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and supply the Association with a copy of the exact lease form to review to ensure compliance with the Condominium Documents. The Association may approve or disapprove 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 shall keep the Association informed of their current correct address, phone number(s), and an emergency phone number.

(ii) The terms of all leases, occupancy agreements, and occupancy arrangements must incorporate, or be deemed to incorporate, all the provisions of the Condominium Documents and all tenants and Nonco-owner occupants shall comply with all of the conditions of the Condominium Documents, and all leases, rental agreements, and occupancy agreements must so state.

E. **Tenant Failure to Comply with Condominium Documents**.

If the Association determines the tenant or Nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, then, in addition to any other remedy allowed by law, the Association may take the following actions:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or Nonco-owner occupant.

(ii) The Co-owner has fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or Nonco-owner occupant or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes the alleged breach is not cured or may be repeated, then 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 Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant or Nonco-owner occupant and the Co-owner liable for any damages caused by the Co-owner, tenant, or Nonco-owner occupant in connection with the Unit.

F. **Notice of Co-owner Arrearage to Tenant**.

If a Co-owner is in arrears to the Association for assessments, then the Association may give written notice of the arrearage to a tenant or Nonco-owner occupant occupying the Co-owner's Unit. After receiving the notice, the tenant or Nonco-owner occupant shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions will not be a breach of the rental agreement or lease by the tenant or Nonco-owner occupant. If the tenant or Nonco-owner occupant, 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 or Nonco-owner occupant from utilizing any of the General Common Elements, (2) issue a statutory Notice to Quit for non-payment of rent and enforce that notice by summary proceedings, or (3) initiate proceedings pursuant to MCL 559.212(4)(b).

G. **Partial Exemption for FNMA, FHA, VA, Institutional Lenders, and Association**.

When in possession of a Unit following a foreclosure or after acquisition of title by deed in lieu of foreclosure, Fannie Mae, the Federal Housing Administration, any institutional holder of a first mortgage upon a Unit, and the Association 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 the Association's prior review and approval of any lease.

In addition, with respect to any Department of Veterans Affairs financing, to the extent that any provision set forth in the Condominium Documents regarding leasing is inconsistent with the requirements of guaranteed or direct loan programs of the Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

(i) encumbered by DVA Financing; or
(ii) owned by the Secretary of Veterans Affairs, an Officer of the United States.

The exemptions contained in this Subsection do not apply to such person's or entity's successor, transferee, assignee, or designee.

H. **Lease Administrative Fees and Service Charges**.

The Association may charge such reasonable administrative fees, including attorneys' fees, for reviewing, approving, and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any administrative fees will 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.

If 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 Co-owner, or Co-owner representative, of the Unit, then 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.

Section 3. **Alterations and Modifications**.

A. **General**.

1. Written Approval Required.

No Co-owner may construct any dwelling, structure, or other improvement within a Unit or elsewhere in the Condominium, nor shall any exterior modification be made to any existing dwelling, structure, or improvement, unless plans and specifications therefor containing such detail as the Association may reasonably request have first been approved by the Association. No Co-owner shall make changes in any of the Common Elements without the express written approval of the Association, and if applicable, the Township of Pittsfield.

2. Plans and Specifications Required.

Plans and specifications must be submitted to and approved by the Board prior to the commencement of construction, maintenance, alteration, or addition to any structure or improvement for which the Association's approval is required. Further, no hedges, trees, or substantial plantings or landscaping modifications may be made until plans and specifications acceptable to the Association have been reviewed and approved by the Board. Any plans and specifications must show 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, and any approval by the Board must be in writing.

The Association has the right to refuse to approve any plans, 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 plans, specifications, or grading or landscaping plans, it has 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, every request for Association approval is to be considered and decided separately on its own respective facts, circumstances, and merits; no previously approved improvements, past course of dealings, or past practices binds or requires the Board to approve or deny any later improvement or approval request. The Board has the sole right and authority to promulgate specifications, standards, requirements, and Rules and Regulations with respect to the design, style, location, number, color, and other specifications for any improvement. The Board 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.

3. Written Modification Agreement.

Any approval will be in a written instrument executed by the Co-owner and Association acknowledging that installation, maintenance, and insuring of all the improvements are to be at the Co-owner's sole expense which may be recorded in the Board's discretion.

4. Failure to Maintain and Repairs by the Association.

If a Co-owner fails to maintain or repair any modification or improvement to the Association's satisfaction, then the Association may undertake to maintain or repair the same and assess the Co-owner the costs and collect the 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. A Co-owner must not 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, then the Association may remove any coverings or attachments of any nature that restrict such access and will not be responsible 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 is not responsible for monetary damages arising out of actions taken to gain necessary access.

5. Indemnification by Co-owner.

The Co-owner, including any subsequent Co-owner of the same Unit, who installs, places, or uses any given improvement or modification must indemnify and hold the Association, the Board, 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.

B. **Satellite Dishes and Antenna**.

A Co-owner or a tenant otherwise in compliance with the Condominium Documents may install and maintain in a 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 mast that supports the antenna must be of the type(s) and size(s) described in 47 CFR 1.4000(a) of the Federal Communication Commission's Over-the-Air Reception Devices Rule (the "FCC Rule"), and any installation must conform with the limitations and procedures of this Section and all applicable Rules and Regulations, except to the extent they conflict with the Federal Telecommunications Act of 1996 or the FCC Rule.

The Rules and Regulations may provide for, among other things, installation, maintenance, and use requirements, placement preferences, and screening, camouflaging, or painting requirements, so long as they do not impair the reception of an acceptable quality signal or unreasonably prevent, delay, or increase the cost of the installation, maintenance, or use of any such antenna. The Rules and Regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated. 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 the Association's approval. The Association may prohibit Co-owners from installing an antenna otherwise permitted by this Subsection if it provides the Co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under the FCC Rule.

Antenna installation on a General Common Element is prohibited, except in strict conformance with the limitations and requirements of any Rules and Regulations and unless approved in writing by the Board in its sole discretion.

If an antenna or dish installation may not proceed as a matter of right under the FCC Rule, then a Co-owner must complete and submit to the Association the form of antenna notice prescribed by the Board 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 any applicable Rules and Regulations. The Co-owner must 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 its approval of the proposed installation may be granted. During the ten (10) day time period, in lieu of approval, the Association may, in writing:

(1) Request from the Co-owner additional relevant information as the Board reasonably requires to determine whether the Association will approve or deny the proposed installation, in which case the ten (10) day time period automatically will be 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 approval of the proposed installation is withheld, specify 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 propose modifications to the proposed installation. 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 when the Board 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 any of the remedies of Article XV below with respect to an antenna installation later determined not to be permitted by this Section or applicable Rules and Regulations, including, without limitation, assessing the responsible Co-owner all costs incurred by the Association for the removal of such antenna and/or the repair of the Common Elements, together with attorney's fees and other costs of collections, in accordance with Article II of these Amended and Restated Bylaws.

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

A Co-owner may make improvements or modifications to their Unit, including Common Elements and the route from the public way to the door of the Co-owner's Unit, at their 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 shall submit plans and specifications for such alteration to the Association for approval. If the proposed alteration substantially conforms to the requirements of this Subsection, then the Association may not deny the same without good cause. A denial must be in writing and 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 must be acted upon no 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 Association's approval.

(2) The improvement or modification must not impair the structural integrity of a structure, lessen the support of a portion of the Condominium, or unreasonably prevent passage by other residents of the Condominium upon the Common Elements.

(3) The Co-owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, and such improvement or modification must comply with all applicable state and local building requirements, health and safety laws, and ordinances and must 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.

(5) A Co-owner having made an improvement or modification allowed by this Subsection shall notify the Association in writing of their 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 the Co-owner to 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 twelve (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 an individual residing with them 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.

Section 4. **Landscaping**.

No Co-owner may perform any landscaping, plant any trees, flowers, or shrubs, or place any ornamental materials, including, but not limited to, statuary, bird feeders, exterior lighting, fountains, furniture, implements, rocks, boulders, fencing, or other decorative items within five (5') feet of the boundary line of their Unit or upon the Common Elements, unless the same is approved by the Board in writing and conforms with any applicable Rules and Regulations. Any landscaping performed by the Co-owner, if and when approved, will be their responsibility to maintain, which shall include the mowing of grass, removal of weeds, removal of dead vegetation from garden plots, and proper trimming of bushes and trees. If a Co-owner fails to adequately maintain such landscaping to the Association's satisfaction, then the Association will have the right to perform such maintenance and assess and collect from the Co-owner the costs in the manner provided in Article II above. The Co-owner will be liable for any damages or costs to the Association or other Co-owners arising from the performance of such landscaping or the continued maintenance of same. Should access to any Common Elements be required or should any materials specified in this Section interfere with maintenance or services provided by the Association, then the Association may remove any obstructions of any nature that restrict such access 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 or performing such services. The Association will not be responsible for monetary damages arising out of any such actions.

Section 5. **Co-owner Maintenance of Unit**.

Each Co-owner shall maintain their Unit in a safe, clean, and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements. Co-owners shall report to the Association any Common Element which has been damaged or 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 and all other Co-owners resulting from damage to or misuse of any of the Common Elements by them or their family, guests, agents, or invitees, and from 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. The responsible Co-owner will indemnify the Association for damages and costs incurred. If the Association files a claim under primary insurance carried by it 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.

Section 6. **Activities and Conduct upon the Condominium Premises**.

No illegal or offensive activity may be carried on in any Units or on the Common Elements, nor may anything be done which may be or become an annoyance or a nuisance to the Co-owners. No unreasonably noisy activity may be carried upon the Common Elements or in any Unit nor will speeding or other vehicular infractions be permitted which violate any Rules and Regulations, municipal ordinances, or state laws. Any use or activity that 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 is prohibited. The Board will be the final arbiter of whether a use or an activity is in violation of the foregoing restrictions. Disputes among Co-owners that cannot be otherwise amicably resolved must be mediated by the disputing Co-owners. No Co-owner may do, permit anything to be done, 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 the Association's written approval and each Co-owner shall pay the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 7. **Aesthetics and Storage, Use of Common Elements, and Trash Disposal**.

A. Aesthetics and Storage.

The Common Elements may not be used for storage of supplies, materials, personal property, trash, compost, recycling, or refuse of any kind, except as provided in the Consolidating Master Deed or Rules and Regulations. The Common Elements may 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. In general, no activity may 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.

B. Trash Disposal.

All rubbish, trash, garbage, recycling, and other waste must be regularly removed from each Unit and is not allowed to accumulate inside. Unless special areas are designated by the Association, trash receptacles are not 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 applicable Rules and Regulations and the ordinances of the Township. Co-owners are 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. If the Township by ordinance has a mandatory rubbish removal and recycling program, then each Co-owner will participate in such program and the Association will be billed by the Township for such services, which will be deemed to be an expense of administration. If the Township does not have a mandatory rubbish removal and recycling program, then the Association will be responsible for contracting for rubbish removal and recycling and the cost will be deemed to be an expense of administration.

Section 8. **Obstruction of Common Elements**.

The Common Elements, including, without limitation, sidewalks, landscaped areas, driveways, roads, entry ways, porches, and patios, may not be obstructed in any way nor may 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 the Common Elements, otherwise they may be removed and disposed of at the discretion of the Association.

Section 9. **Association's Rights of Access to Units**.

The Association or its authorized agents may access each Unit 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 may access each Unit at all times without notice to make emergency repairs or to prevent damage to the Common Elements or to another Unit.

Section 10. **Animals and Pets upon the Condominium Premises**.

A. **Restrictions Applicable to Animals in the Condominium**.

Co-owners may keep animals typical of domesticated pets, such as dogs and cats, and other domesticated animals that are constantly contained or caged, such as birds and fish. All farm animals and exotic animals are prohibited. No animals may be kept or bred for any commercial purpose. No animal may be permitted to be housed outside of a Unit nor may animals be tied or restrained outside or allowed to be loose upon the Common Elements. All animals must be leashed when outdoors with the leash being held and controlled at all times by an individual capable of controlling the animal. Each Co-owner and Nonco-owner occupant is responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner or Nonco-owner occupant. Except for the customary use of bird-feeders, if permitted, Co-owners shall not feed wild animals on the Condominium Premises. No savage or dangerous animal of any type may be kept and any Co-owner who causes any animal to be brought, maintained, or kept on the Condominium Premises for any length of time shall indemnify and hold harmless the Association for any loss, damage, or liability, including attorney's fees and costs, which the Association may sustain as a result of the presence of such animal on the Condominium Premises. The Association may assess and collect from the responsible Co-owner such losses and 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 may 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 if it determines such Assessment is 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 Board retains authority to approve the maintenance of animals that would otherwise violate this Subsection to the extent such approval is a reasonable accommodation under applicable state and federal laws protecting individuals with disabilities.

B. **Association Remedies**.

The Association may adopt Rules and Regulations with respect to animals as it deems proper. The Association may, after notice and hearing and 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 any applicable Rules and Regulations. The Association may also assess fines for any such violation(s).

Section 11. **Vehicles upon the Condominium Premises**.

A. **Prohibited Vehicles**.

The following vehicles may not be parked or stored upon the Condominium Premises except in accordance with the provisions of this Section: commercial vehicles (as defined below), house trailers, boat trailers, camping vehicles/trailers, buses, watercraft, boats, motor homes, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles, unlicensed vehicles, and all-terrain vehicles. In addition, no Co-owner may use or permit the use by an occupant, agent, employee, invitee, guest, or member of their family of any casual motorized transportation anywhere within the Condominium, including, but not limited to, motorized scooters, motorized bicycles, mopeds, go-carts, golf carts, or dirt bikes. Use of motorized vehicles on any General Common Elements which are not intended for vehicular use is prohibited.

Notwithstanding the foregoing, the following vehicles are permitted: 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 twenty-three (23') feet in overall length) used as an occupant's primary means of transportation (and not for any commercial purposes).

B. **Temporary Presence**.

The Board has 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. The Association is not 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. **Commercial Vehicles**.

Except as provided above, commercial vehicles and trucks may not be parked in or about the Condominium unless parked in an area specifically designated by the Association or while making deliveries, pickups or providing services in the normal course of business.

For purposes of this Section, commercial vehicles means:

(i) any vehicles or trucks with a curb weight of more than ten thousand (10,000) pounds, overall length in excess of twenty-three (23') feet, or more than two (2) axles;

(ii) any vehicles or trucks with commercial license plates, or any commercial markings or advertising appearing on the exterior, not intended for personal transportation; or

(iii) any vehicles or trucks 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 as an occupant's primary means of transportation and for no commercial purpose whatsoever will not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle. The Association is not 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.

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

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

E. **Parking Restrictions**.

A Co-owner may not maintain more than one (1) vehicle per licensed driver residing in the Unit upon the Condominium Premises, which must be accommodated in the Unit garage or driveway assigned to the Unit, unless the Board approves in writing otherwise. No parking of any vehicles whatsoever is allowed in designated fire lanes or in violation of any Rules and Regulations.
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Section 12. **Rules and Regulations Consistent with the Condominium Act**.

Rules and Regulations consistent with the Condominium Act, the Consolidating Master Deed, and these Amended and Restated Bylaws concerning the use of the Common Elements, 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 the Condominium may be made and amended by the Board. Copies of all such Rules and Regulations, including any amendments, will be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any Rules and Regulations or amendments may be revoked at any time by the affirmative vote of a majority of the Co-owners entitled to vote.

Section 13. **Prohibition of Dangerous Items upon the Condominium Premises**.

No Co-owner or Nonco-owner occupant may use or permit the use or discharge 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 may any Co-owner or Nonco-owner occupant 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 Board.

Section 14. **Signs, Flags, and Holiday Decorations upon the Condominium Premises**.

Signs, Flags, and Pennants. Signs, notices, advertisements, pennants, or flags are permitted so long as they comply with any applicable Rules and Regulations. Notwithstanding the foregoing, a Co-owner may display 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.

Holiday Decorations. Holiday decorations are permitted so long as they comply with any applicable Rules and Regulations.

The Board may implement Rules and Regulations regarding reasonable time, place, and manner restrictions relating to signs, flags, and holiday decorations.

Section 15. **Distribution of Materials to Co-owners in Condominium**.

No Co-owner will distribute written materials by attaching the same on another Co-owner's door or the outside of another Co-owner's Unit or by placing the same inside the Co-owner's Unit, inside another Co-owner's mailbox, or on the Common Elements. The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may make changes regarding the distribution of written or electronic materials through Rules and Regulations.

Section 16. **Garage and Estate Sales**.

Only periodic, Condominium-wide garage sales, as authorized by the Board, are permitted anywhere within the Condominium Premises. An estate sale may occur only with the Board's prior written approval.

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 may 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 Board in writing and conforms with the Rules and Regulations. Additionally, any use of 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 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 if all the following requirements are met: 1) the Co-owner submits a written request to the Board seeking a modification to allow for the installation of an electric vehicle charging station within the garage of their dwelling; 2) the Co-owner agrees to be responsible for all costs, liability, insurance, and any other requirements as determined by the Board 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 liability relating to the electric vehicle charging station; 4) the Board, in its discretion, authorizes the modification in writing; 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 the manufacturer's specifications or any other requirements imposed by the Board. The Board, 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 through Rules and Regulations.

The storage and use of an electric vehicle or electric personal mobility device, including a passenger vehicle, boat, powered bicycle, powered scooter, or hoverboard, that contains a lithium-ion battery is prohibited absent certification by an accredited testing laboratory that the battery or the vehicle, boat, bicycle, or scooter meets the laboratory's applicable standards for fire safety. Lithium-ion batteries must be stored and charged in accordance with manufacturer specifications. The assembly or reconditioning of a lithium-ion battery on the Condominium Premises using cells removed from used storage batteries is prohibited.

Section 20. **Solar Energy Systems**.

The Association will adopt a written solar energy policy statement ("Solar Energy Policy") that sets forth the terms and conditions under which solar energy systems may be installed by Co-owners.

Unless it is found to be unenforceable under Michigan law, the Solar Energy Policy shall comply with Section 9 of the Homeowners' Energy Policy Act, 68 Public Act 2024, (the "Energy Policy Act") and will set forth the standards required to be included by the Energy Policy Act. The Solar Energy Policy may include any conditions or requirements permitted to be included by the Energy Policy Act. Co-owners may install solar energy systems, as that term is defined by the Energy Policy Act, only if the installation of the solar energy system complies with the Association's written Solar Energy Policy. In addition, the Association's consideration of any request to install a solar energy system, as that term is defined by the Energy Policy Act, must also comply with the Energy Policy Act.

Section 21. **Generators**.

Co-owners may install generators if all the following requirements are met: 1) the Co-owner submits a written request to the Board seeking a modification to allow for generator installation; 2) the Co-owner agrees to be responsible for all costs, liability, insurance, and any other requirements as determined by the Board for the repair, maintenance, and upkeep of the generator; 3) the Co-owner agrees to indemnify the Association for any liability relating to the generator; 4) the Board, in its discretion, authorizes the modification in writing; 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 generator in accordance with the manufacturer's specifications or any other requirements imposed by the Board. The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may make such changes regarding the use and installation of generator through Rules and Regulations.

Section 22. **Exterior Cameras and Recording Devices**.

Exterior-mounted cameras or recording devices may only be installed with the Board's prior written approval. Any such camera or recording device must be mounted so as to avoid recording the interior of any Unit. Notwithstanding the foregoing, and unless specifically prohibited by Rules and Regulations, a Co-owner may install a "doorbell-style" camera to replace an existing doorbell without having to obtain express written permission of the Board. The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may make changes regarding the installation and use of exterior cameras and recording devices through Rules and Regulations.

Section 23. **Internet Use and Security**.

No Co-owner may 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, without the necessity of an amendment to these Amended and Restated Bylaws, may promulgate Rules and Regulations regarding the use of 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.

Section 24. **Smart Phones, Cameras, Audio Recording Devices, and Video Recording Devices**.

In order to foster the free exchange of ideas and promote frank discussions at meetings of the Co-owners and meetings of the Board, 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 at such a meeting. Any person(s) found to violate this provision shall immediately delete or remove any such recording(s) and cause any copies of such recording to be deleted or removed and the Board may issue a fine(s) in accordance with Article XVI below. The Board, 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 through Rules and Regulations.

Section 25. **Social Media and Webpage Use**.

The Association, through its Board, may create or utilize various social media accounts, hotlines, or webpages to promote, advertise, or inform the general public or the Co-owners regarding the Condominium. The Board may regulate the information provided and shared to the general public or Co-owners.

Except as authorized by the Board in writing, no Co-owner or Nonco-owner occupant may use the name of Briar Hill 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 Briar Hill Condominium Association, or any derivative thereof, in any printed, electronic, or promotional material without the Board's prior written consent. Co-owners and Nonco-owner occupants, however, may use the name Briar Hill Condominium Association in printed, electronic, and promotional material where such words are used solely to specify where their respective Unit is located within Briar Hill.

Section 27. **Marijuana and Other Substances**.

The consumption, smoking, sale, use, or possession of cannabis (also known as marijuana), narcotic drugs, or other controlled or illegal substances (as defined by state or federal law) constituting a crime as defined by the laws of the United States of America, the State of Michigan, or the Township in or about the Condominium Premises is prohibited. The Association is not liable to any Co-owner, Nonco-owner occupant, or anyone visiting a 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.

Section 28. **Conveyance of Unit**.

A Co-owner intending to sell or lease a Unit, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and furnish the name and

address of the intended purchaser or lessee and such other information as the Association may 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 constitutes 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.

Any Co-owner who acquires a Unit from a Co-owner then in violation of the Condominium Documents will 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 29. **Association Approvals Revocable**.

All Association approvals given in accordance with these Amended and Restated Bylaws are a revocable license that can be withdrawn upon thirty (30) days written notice in the event of noncompliance with the conditions of such approval.

Section 30. **Wood Outlet Drain Tributary**.

Open spaces that embrace waters of Wood Outlet Drain Tributary are subject to the correlative rights of other riparian owners and the public trust in these waters.

Section 31. **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 Consolidating Master Deed apply to the activities of the Association in furtherance of its powers and purposes set forth in the Consolidating Master Deed, these Amended and Restated Bylaws, and the Amended and Restated Articles of Incorporation, including any amendments.

ARTICLE VII
MORTGAGES

Section 1. **Notification of Mortgage to Association**.

Any Co-owner who mortgages their Unit shall 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 shall maintain such information in a book entitled “Mortgages of Units.”

Section 2. **Notification to Mortgagee of Insurance Company**.

The Association shall provide a mortgagee with complete information on the insurance carried by the Association if so requested by the mortgagee.

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 is 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 shall 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 Consolidating 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;

(iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(iv) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

Section 5. **Co-owner Consent to Contact Mortgagees and other Interested Parties**.

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. Each Co-owner expressly authorizes the Association and its agents and attorneys to disclose the fact, nature, and extent of any delinquency in the payment of assessments to any individuals or entities in relation to the Association's efforts to collect assessments or enforce its lien, including the Register of Deeds, the Sheriff's Department, any newspaper or publication, and all those who may learn of the delinquency by reviewing the Register of Deeds or the publication or posting of any foreclosure notice. Each Co-owner authorizes the Association and its agents and attorneys to disclose the fact, nature, and extent of any delinquency in the payment of assessments to any mortgagee or lien holder against any Unit owned by the delinquent Co-owner.

Section 6. **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 or Common Elements.

ARTICLE VIII
MEMBERSHIP AND VOTING

Section 1. **Designation of Members**.

Each Co-owner is a member of the Association and no other person or entity is entitled to membership.

Section 2. **Co-owner's Share of the Funds**.

The share of a Co-owner in the Association's funds and assets cannot be assigned, pledged, or transferred by a Co-owner except as appurtenant to the transfer of a Unit.

Section 3. **Co-owner Voting Designation**.

Except as limited in these Amended and Restated Bylaws, each Co-owner is entitled to one (1) vote for each Unit owned provided that the Co-owner is in good standing and not in default of any provision of the Condominium Documents. If a Unit is jointly owned by more than one (1) Co-owner, then 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 may vote at any meeting of the Association until they have presented written evidence of ownership of a Unit in the Condominium to the Association, unless the Board opts to waive this requirement. 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.

Section 5. **Designation of Voting Representative**.

Each Co-owner shall 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 must state the name and address of the individual representative designated, the number(s) of the Unit(s) owned by the Co-owner, and the name and address of each individual, firm, corporation, partnership, limited liability company, association, trust, or other entity that is the Co-owner. Such notice must 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 written notice as set forth in this Subsection. 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 (20%) percent in value of the Co-owners qualified to vote constitutes a quorum for holding a meeting of the members of the Association. A Co-owner may submit a written ballot or proxy prior to or at any meeting in lieu of attending the

meeting in person, or by such date that is established for voting where no physical meeting is held, and any such vote will be counted in determining quorum. 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 a writing signed by the designated voting representative, by voting at a designated polling location, or by any other means allowed by the voting procedures adopted by the Board for a given vote, provided the same are not in violation of the provisions of these Amended and Restated Bylaws or Michigan law. Any written or electronic votes cast by any permitted means must be filed with the agent designated by the Board to receive such votes at or before the appointed time of each meeting of the members of the Association or voting deadline if no meeting is held. Votes may be cast by mail, fax, delivery, Electronic Transmission, or any other method approved by the Association in advance of the vote. Cumulative voting will not be permitted.

Section 8. **Majority**.

Unless otherwise provided by law or the Condominium Documents, the approval of a majority of the members will be construed to mean a majority (or other stated percentage) in value of the votes cast by those qualified to vote at a meeting of the Co-owners.

Section 9. **Action without Meeting**.

Any action that may be taken at a meeting of the members may be taken without a meeting by written vote of the members. Written votes must 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 must 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 must afford an opportunity to specify a choice between approval and disapproval of each matter and 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 a location designated by the Board. 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 Amended and Restated Articles of Incorporation, the Consolidating Master Deed, or Michigan law. Only Association members in good standing, and their legal representatives, may speak, address the Board, or address the members at meetings of the Association. Any person in violation of this provision or the rules of order governing the meeting, as determined by the Board, may be removed from such meeting without any liability to the Association or its Board.

Section 2. **Annual Meetings**.

The annual meeting of members of the Association will be held at such time as determined by the Board. The Board may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one (1) such meeting is held in each calendar year.

Section 3. **Special Meetings**.

The President shall call a special meeting of the Co-owners as directed by resolution of the Board. The President shall 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 must state the time, place, and purpose of such meeting. No business may be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings**.

The Secretary (or other Association officer in the Secretary's absence) shall serve a notice of each annual or special meeting, stating the time, place, and purpose of the meeting, upon each Co-owner entitled to vote 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. Notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address or the Co-owner is a resident of the Unit. Notice may also be given via Electronic Transmission if authorized by the person entitled to receive it. 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 via telephone or other means of remote communication if all persons participating in the meeting may communicate with each other. All participants will receive notice of the means of remote communication in use and the names of the participants in the meeting will be divulged to all members. Members participating in a meeting via remote communication are considered present in person and may vote at such meeting if all the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting via 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 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 via remote communication, a record of the vote or other action is maintained by the Association. The Association may hold a meeting of the members conducted solely via remote communication.

Section 6. **Adjournment for Lack of Quorum**.

If any meeting of Co-owners cannot be held because quorum is not met, then the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The quorum for each subsequent adjournment of a meeting will be reduced by one-half (1/2) 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, will be as valid as though made at a meeting held after regular call and notice if a quorum is present either in person, by proxy, or by absentee ballot and if, either before or after the meeting, each of the members not present in person, by proxy, or by 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 must 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 must be kept by the Association and, when signed by the President or Secretary, are presumed accurate. A recitation in the minutes of any such meeting that notice of the meeting was properly given is prima facie evidence that such notice was given.

Section 9. **Conduct of Meetings**.

The order of business at all meetings of the members will be determined by the Board. Meetings of members may be chaired by the most senior officer of the Association present at such meeting unless the Board appoints a different chairperson for the meeting. For purposes of this Section, the order of seniority of officers is President, Secretary, and Treasurer.

ARTICLE X
BOARD

Section 1. **Qualifications and Number of Directors**.

The affairs of the Association will be governed by a Board, all of whom must be Co-owners in good standing. The Board will consist of five (5) members. No two (2) occupants of the same Unit may serve on the Board at the same time. Directors will serve without compensation.

Good standing is deemed to be a Co-owner who is not in default of any of the provisions of the Condominium Documents. A Co-owner who is in default of the Condominium Documents is not qualified to be elected or appointed as a director. Any director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the director is not 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 7 of this Article, the director will be automatically removed from the Board for the remainder of their term and the vacancy will be filled in accordance with Section 6 of this Article.

Section 2. **Term of Directors**.

For each year after the adoption of these Amended and Restated Bylaws, either three (3) directors or two (2) directors may be elected for two (2) year-terms, depending on how many directorships expire that year. All directors will hold office until their successors have been elected and hold their first meeting.

Section 3. **General Powers and Duties**.

The Board has all powers and duties necessary for the administration of the Association's affairs and may do all acts and things 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 Amended and Restated Articles of Incorporation, the Board is responsible for the following:

A. **Management and Administration**. To manage and administer the affairs of and maintenance of the Condominium and the Common Elements.

B. **Collecting assessments**. To levy and collect assessments and to use the proceeds for the Association's purposes.

C. **Insurance**. To carry insurance and collect and allocate the proceeds of insurance.

D. **Rebuild Improvements**. To reconstruct or repair the Condominium after casualty.

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

F. **Real or Personal Property**. To acquire, own, maintain, improve, buy, operate, manage, sell, convey, assign, mortgage, or lease any real or personal property, including any Unit, and any easements, rights-of-way, and licenses, either contiguous or not to the Condominium, on behalf of the Association.

G. **Easements and Telecommunications**. To grant easements, licenses, and rights of entry and enter into any contract or agreement, including wiring, utility, right of way, access, 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, broadband cable, satellite dish, earth antenna, and similar services (collectively, "Telecommunications") to the Condominium or any Unit. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees for the privilege of installing same or sharing periodic subscriber service fees, are receipts affecting the administration of the Condominium within the meaning of the Condominium Act and must be paid over to and will be the Association's property.

H. **Borrow Money**. To borrow money and issue evidence of indebtedness and secure the same by mortgage, pledge, or lien; provided, however, that any such action that would borrow more than ten (10%) of the current annual budget shall also be approved by the affirmative vote of sixty (60%) percent of all members of the Association.

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 executive or non-executive committees and delegate to such committees 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 engage in any activity, make and perform any contract, and exercise all powers necessary or convenient for the Condominium's administration, management, maintenance, repair, replacement, and operation.

Section 4. **Emergency Powers**.

If a State of Emergency is declared by a municipal, county, state, or federal authority, then the Board will have the following emergency powers that it may exercise, in its sole discretion, to protect the health, safety, and welfare of the Co-owners throughout the pendency of the State of Emergency and up to thirty (30) days after the expiration of the State of Emergency:

A. To take any action necessary to implement any order or guidance of a governmental entity ("Emergency Order"). If the Condominium Documents conflict with any Emergency Order, then the terms of the Emergency Order will control.

B. To determine that any portion of the Condominium is unavailable for entry, occupancy, or use or is limited in occupancy or use based upon any information contained within an Emergency Order, a government official's directive, or a licensed professional's opinion.

C. To temporarily delay or suspend the enforcement of any provision of the Condominium Documents.

D. To adjourn any Association meeting to a later date to the extent permitted by law, even if such meeting is required to be held under the Condominium Documents.

Section 5. **Professional Management Agent**.

The Board may employ a professional management agent to perform such duties and services as the Board may authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers to the extent permitted by law. In no event is the Board authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years.

Section 6. **Vacancies**.

Vacancies on the Board 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 appointed will be a director until the end of the term of the director who was replaced.

Section 7. **Removal of Directors by Co-owners**.

At any regular or special meeting of the Association, any one (1) or more of the directors 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 (20%) percent requirement set forth in Article VIII, Section 6.

Section 8. **Regular Meetings**.

Regular meetings of the Board may be held at such times and places as determined by a majority of the directors. At least two (2) such meetings must be held during each fiscal year. Notice of regular meetings of the Board must 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.

Section 9. **Special Meetings**.

Special meetings of the Board may be called by the President upon three (3) days' notice to each director, given personally or by mail, facsimile, telephone, or electronically, which notice must state the time, place, and purpose of the meeting. Electronic Transmission of such notice may also be given in any such manner authorized by the director entitled to receive the notice. Special meetings of the Board will be called by the President or Secretary in like manner and on like notice on the written request of three (3) directors.

Section 10. **Waiver of Notice**.

Before or at any meeting of the Board, 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 meeting of the Board will be deemed a waiver of notice of that meeting by that director. If all the directors are present at any meeting of the Board, no notice is required and any business may be transacted at such meeting.

Section 11. **Quorum: Meetings of the Board**.

At all meetings of the Board, a majority of the directors constitutes 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 are the acts of the Board. A director is considered present and may vote on matters before the Board by proxy, teleconference, electronically, or 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 there is 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 may 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 constitutes the presence of such director for purposes of determining a quorum.

Section 12. **Action without Meeting**.

Any action required or permitted to be taken under authorization 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 13. **Closing of Board Meetings to Members**.

The Board, in its discretion, may close a portion or all of any meeting of the Board 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.

Section 14. **Participation by Remote Communication**.

Members of the Board may participate in any meeting via conference telephone or other means of remote communication through which all individuals participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting. The Board may hold a meeting conducted solely via remote communication.

Section 15. **Fidelity Bonds**.

The Board will require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, which will be in an amount at least equal to three (3) months of aggregate assessments on all Units plus the reserve fund. The premiums for such bonds are expenses of administration of the Association.

ARTICLE XI
OFFICERS

Section 1. **Designation of Officers**.

The principal officers of the Association are the President, Vice President, Secretary, and Treasurer. The directors may appoint such other officers as in their judgment may be necessary. Any two (2) officers, except that of President and Vice President, may be held by one (1) individual. The President must be a member of the Board. All other officers need not be members of the Board or Co-owners. A Co-owner must be in good standing to serve as an officer.

Good standing is deemed to include a Co-owner who is not in default of the Condominium Documents. A Co-owner who is in default of the Condominium Documents is not qualified to be elected or appointed as an officer. Any officer who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. If the officer does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 3 of this Article, the officer will be deemed removed from their position and the vacancy will be filled in accordance with Section 2 of this Article.

A. **President**.

The President is the chief executive officer of the Association and will preside at all meetings of the Association and the Board. The President has all 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 Association's affairs.

B. **Vice President**.

The Vice President will take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, then the Board will appoint some other member of the Board to do so on an interim basis. The Vice President will also perform such other duties as imposed by the Board.

C. **Secretary**.

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

D. **Treasurer**.

The Treasurer or management agent is responsible for all Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer or management agent is 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.

Section 2. **Election**.

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

Section 3. **Removal**.

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

Section 4. **Duties**.

The officers may have such other duties, powers, and responsibilities as authorized by the Board.

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

Every director and 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 them 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 they may be or may become a party 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 they are adjudged guilty of willful or wanton misconduct or gross negligence in the performance of their duties or as otherwise prohibited by law. If any claim for reimbursement or indemnification is based upon a settlement by the director or officer seeking such reimbursement or indemnification, then the indemnification herein will apply only if the Board, with the director seeking reimbursement abstaining, approves such settlement and reimbursement as being in the Association's best interest. 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 shall notify all Co-owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article will be at all times construed to (i) be consistent with those contained in the Amended and Restated Articles of Incorporation and (ii) apply to volunteers of the Association, including

volunteer nondirectors and volunteer committee members, to the extent acting in the scope of authority granted by the Board.

ARTICLE XIII
FINANCES AND INSPECTIONS

Section 1. **Fiscal Year**.

The fiscal year of the Association is an annual period commencing on such date as may be determined by the Board. Absent such determination by the Board, the fiscal year of the Association is the calendar year. The commencement date of the fiscal year of the Association is subject to change by the Board for accounting reasons or other good cause.

Section 2. **Banking**.

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

Section 3. **Investment of Funds**.

Association funds may be invested in accounts or deposit certificates of a bank or savings association that 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 shall keep detailed books of account showing all expenditures and receipts of administration and 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 may be inspected by the Co-owners, the Co-owners' mortgagees, prospective purchasers, and prospective mortgagees during reasonable working hours as permitted by law. Notwithstanding the foregoing, a member does not have the right to inspect books and records under the following circumstances:

(a) Opening the stock ledger, lists of members, lists of donors or donations, or its other books and records for inspection would impair the rights of privacy or free association of the members.

(b) Opening the stock ledger, lists of members, lists of donors or donations, or its other books and records for inspection would impair the lawful purposes of the Association. For the purposes of this section, an inspection is deemed to impair the lawful purposes of the Association if it seeks any records that include any privileged information or any other matter that is not permitted to be disclosed by law.

The Association shall prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which the Association will define. The financial statement may be distributed by Electronic Transmission given in any such manner authorized by the person entitled to receive the financial statement, 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 or its professional management agent.

Section 5. **Audit or Review**.

If the annual revenue of the Association exceeds twenty thousand ($20,000.00) dollars, then the Association shall 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 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 is 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 audit or review must 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.

Section 6. **Maintenance of Condominium Documents**.

The Association shall maintain on file current copies of the Consolidating Master Deed and all other Condominium Documents, including any amendments, 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 and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the provisions of the Condominium Act, the Consolidating Master Deed, these Amended and Restated Bylaws, the Amended and Restated Articles of Incorporation, and the Rules and Regulations. If any provision of these Amended and Restated Bylaws conflicts with the Condominium Act, then the Condominium Act will control. If any provision of these Amended and Restated Bylaws conflicts with the Consolidating Master Deed, the Condominium Subdivision Plan, the Amended and Restated Articles of Incorporation, or any Rules and Regulations, then the order of priority in Article IX of the Consolidating Master Deed controls.

Section 2. **Amendments**.

These Amended and Restated Bylaws may be amended in accordance with the Condominium Act and the provisions of Paragraph THIRTEENTH of the Consolidating Master Deed.

A. **Effective Date**.

Any amendment to these Amended and Restated Bylaws is effective upon recording of such amendment in the Register of Deeds.

B. **Binding**.

A copy of each amendment to these Amended and Restated Bylaws must 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 is binding upon all persons who have an interest in the Condominium regardless of whether they 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 occupant, or guest in their compliance with any terms of the Condominium Documents, the Association or Co-owner(s), where appropriate, is entitled to the following relief:

A. **Remedies for Default by a Co-owner to Comply with the Documents**.

Failure to comply with any terms or provisions of the Condominium Documents is 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 such combination. Such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner(s). In addition, the Association may 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.

B. **Costs Recoverable from Co-owner**.

Failure of a Co-owner, Nonco-owner occupant, or guest to comply with the Condominium Documents will entitle the Association to recover from such Co-owner, Nonco-owner occupant, 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 any proceeding arising because of an alleged default by any Co-owner or in cases where the Association must defend an action or administrative proceeding brought by any Co-owner(s), Nonco-owner occupant(s), or guest(s),—regardless if the claim is original or brought as a defense, counterclaim, cross claim, or otherwise—the Association, if successful, is entitled to recover from such Co-owner, Nonco-owner occupant, or guest:

(a) fines, late fees, pre-litigation costs, and the costs of the proceeding;

(b) reasonable attorney's fees, not limited to statutory fees and including attorney's fees and costs incurred (i) pre-litigation, (ii) incidental to any bankruptcy proceedings filed by the Co-owner (whether delinquent or not) 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 (iii) incidental to any court action or other proceeding filed by the Co-owner; and

(c) 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.

Any such amounts incurred by the Association may be assessed to the Unit and Co-owner as provided in Article II of these Amended and Restated Bylaws. In no event may a Co-owner recover attorney's fees or costs against the Association.

C. **Association's Right to Abate**.

A violation of the Condominium Documents by any Co-owner, tenant, guest, or Nonco-owner occupant will permit the Association or its authorized agents the right, in addition to those set forth above, to enter upon the Common Elements or into any Unit and 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 not be liable to any Co-owner, tenant, occupant, or guest arising out of its exercise of its removal and abatement power. Any such amounts incurred by the Association may be assessed to the Unit and Co-owner as provided in Article II of these Amended and Restated Bylaws.

D. **Assessment of Fines**.

A violation of the Condominium Documents by any Co-owner, tenant, occupant, or guest is grounds for assessment by the Association, acting through the Board, of monetary fines for such violations in accordance with Article XVI of these Amended and Restated Bylaws. Any such amounts may be assessed to the Unit and Co-owner as provided in Article II of these Amended and Restated Bylaws.

Section 2. **Nonwaiver; Failure to Enforce Rights**.

The failure of the Association or any Co-owner to enforce any right, provision, covenant, or condition that may be granted by the Condominium Documents does not constitute a waiver of

the right of the Association or any such Co-owner to enforce such right, provisions, covenant, or condition in the future.

Section 3. **Involuntary Sale**.

If any Co-owner (either by their own conduct or by the conduct of any occupant(s), tenant(s), guest(s), or employee(s) of their Unit) violates any of the provisions of the Condominium Documents and such violation continues for sixty (60) days or occurs repeatedly during any twelve (12) month period after written notice from the Association to cure such violation, then the Board has the power, upon ten (10) days prior written notice, to terminate the rights of the defaulting Co-owner or occupant to continue as a Co-owner or occupant and to continue to occupy, use, or control their Unit. Prior to issuing such notice, however, the Board shall call a special meeting of the members of the Association and the members shall vote whether to rescind the Board's decision to terminate. If quorum is not obtained or less than a majority of votes cast vote in favor of rescinding the termination, then the termination shall stand and the Board shall be authorized to issue the notice. At any time after issuance of such notice, the Association may file an action against the defaulting Co-owner for a decree of mandatory injunction against the Co-owner or occupant subject to the prior consent in writing of any mortgagee on the books of the Association having an interest in the ownership of the defaulting Co-owner's Unit, which consent will not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Co-owner's right to occupy, use, or control the Unit owned by them and ordering that all right, title, and interest of the Co-owner be sold (subject to liens or encumbrances thereon) at a judicial sale upon such notice and terms as the court may establish, provided that the court will enjoin and restrain the defaulting Co-owner from reacquiring directly or indirectly their interest at such judicial sale. The proceeds of any such judicial sale will be distributed first to pay the costs of said sale, then mortgages of record according to their priority, liens of record according to their priority, reasonable attorneys' fees of the Association, real estate taxes, assessments, and all other expenses of the proceedings, and all such items will be charged against the defaulting Co-owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, will be paid to the Co-owner. Upon the confirmation of such sale, the purchaser is entitled to such instrument of conveyance as may be provided by court order and immediate possession of the Unit sold and may apply to the court for an order of eviction for the purpose of acquiring possession. It will be a condition of any such sale and the decree will provide that the purchaser takes the interest in the Unit subject to the Condominium Documents.

Section 4. **Cumulative Rights**.

All rights and remedies granted to the Association pursuant to the Condominium Documents are deemed to be cumulative and the exercise of any one (1) or more rights or remedies will not be deemed to constitute an election of remedies nor will it preclude the Association from exercising any other and additional rights or remedies as may be available at law or in equity.

Section 5. **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 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 the Condominium Documents, including any Rules and Regulations, is grounds for assessment by the Association, acting through its Board, of monetary fines against the involved Unit and Co-owner. Such Co-owner is 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 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, must 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 or, if no such notice has been filed, to the Unit address or by Electronic Transmission if authorized by the Co-owner.

B. **Hearing**.

The offending Co-owner must 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, or as otherwise scheduled by the Board, but in no event may 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 or a defense or in the event the Co-owner fails to appear at the scheduled hearing, the Board may, 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 the Condominium Documents and 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	$100.00 Fine
Third Violation	$250.00 Fine
Fourth and All Subsequent Violations	$500.00 Fine

For a Co-owner's violation of the leasing restrictions in Article VI, Section 2 above and following the hearing and decision of the Board as described in Section 2 above, the Board may levy a $1,000.00 fine for each month that the leasing violation continues.

The Board, 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, through Rules and Regulations. 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 is an owner of a Unit or occupant of the Condominium and is not based upon time or violations of different provisions. In the case of continuing violations, a new violation is deemed to occur each successive week during which a violation continues. No further hearings other than the first hearing is 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 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 Unit and 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 limitation, 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 Consolidating 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 (1) gender, the same includes a reference to any and all genders where the same would be appropriate. 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

If 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, then such holding will not affect, alter, modify, or impair 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.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amended and Restated Bylaws to be executed the day and year first above written.

Briar Hill Condominium Association, a Michigan nonprofit corporation

By: _____
Name: Jan Hewett
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this _____ day of _____, ____, the foregoing Amended and Restated Bylaws were acknowledged before me by Jan Hewett, President of Briar Hill Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

_____
Notary Public,
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Drafted by and when recorded, return to:

Michael T. Pereira, Esq.
Hirzel Law, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248) 478-1800