

EXHIBIT A

CONDOMINIUM BYLAWS

MARION OAKS DEVELOPMENT CONDOMINIUM
ASSOCIATION

A Homeowners Association Serving Marion Oaks Development:
The Links of Marion Oaks, The Highlands of Marion Oaks, and The Dells of Marion Oaks

CONDOMINIUM BYLAWS

MARION OAKS DEVELOPMENT CONDOMINIUM ASSOCIATION

**ARTICLE I
ASSOCIATION OF CO-OWNERS**

Section 1.1 Formation; Membership. Marion Oaks (sometimes referred to herein as the "Development") is a development consisting of three separate condominium projects with shared common facilities located in the Township of Marion, County of Livingston, State of Michigan. Marion Oaks consists of three residential components: (A) The Dells of Marion Oaks (the "Dells"), a 118 unit, single family site condominium established in accordance with the Act; (B) The Highlands of Marion Oaks (the "Highlands"), a 150 unit, single family site condominium established in accordance with the Act; and (C) The Links of Marion Oaks (the "Links"), a 192 unit attached condominium development to be comprised of 72 buildings (either 2-, 3-, or 4-plex buildings) established in accordance with the Act. The Links, as an attached condominium project, will primarily be administered by the Links of Marion Oaks Condominium Association (the "Links Association"), a non-profit corporation organized under the applicable laws of the State of Michigan, in accordance with the Master Deed, the Declaration, and Bylaws specific to the Links and Links Association. The Highlands, the Dells, and those matters of the Links that are not administered by the Links Association shall be administered by the Marion Oaks Development Condominium Association, which shall be a non-profit corporation, hereinafter called the "Project Association", organized under the applicable laws of the State of Michigan, in accordance with the various Master Deeds, the Declaration, and these Bylaws.

The Project Association shall be responsible for the management, maintenance (which term, for purposes of these Bylaws, shall also mean decoration, repair, renovation, restoration and replacement, unless otherwise specified), operation and administration of the Project Shared Elements, as defined in the Declaration, and the Common Elements for the Highlands and Dells, easements and affairs of the Development in accordance with the Condominium Documents, the Declaration, and the laws of the State of Michigan (for clarification, "Common Elements," whether in reference to a General Common Element or a Limited Common Element, shall refer only to those Common Elements in the Master Deeds of the Highlands and Dells, as the Links Association is otherwise responsible for the Common Elements of the Links). These Bylaws shall constitute both the Condominium Bylaws referred to in the various Master Deeds (one of two Bylaws for the Links) and required by Section 53 of the Act and the Project Association Bylaws provided for under the Michigan Non-Profit Corporation Act. Each Co-Owner of all components (the Highlands, the Dells, and the Links) shall be a member in the Project Association, and no other person or entity shall be entitled to membership. Co-Owners are sometimes referred to as "Members" in these Bylaws. A Co-Owner's share of the Project Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Project Association shall retain in its files current copies of the various Master Deeds, all amendments to the Master Deeds, and other Condominium Documents for the Development, all of which shall be available at reasonable hours for review by Co-Owners, prospective purchasers, and prospective mortgagees of Units in the Development. All owners of units within the Development and all persons using or entering upon or acquiring any interest in any unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents and Declaration.

Section 1.2 Definitions. Capitalized terms used in these Bylaws without further definition shall have the meanings ascribed to such terms in the Master Deeds or the Act unless the context dictates otherwise.

Section 1.3 Conflicts of Terms and Provisions. In the event there exists any conflict among the terms and provisions contained within the Master Deeds or these Bylaws, the terms and provisions of the Master Deeds shall control. In the event of conflicting provisions in these Bylaws related to the rights and responsibilities of the Project Association and the bylaws of the Links Association, the provision that grants those rights and responsibilities to the Project Association shall be controlling, and the Project Association shall assume the conflicting rights and responsibilities of the Links Association.

ARTICLE II ASSESSMENTS

Section 2.1 Assessments Against Units and Co-Owners. All expenses arising from the management, administration and operation of the Project Association in accordance with the authorizations and responsibilities prescribed in the Condominium Documents, Declaration, and the Act shall be levied by the Project Association against the Units and the Co-Owners thereof, in accordance with the provisions of this Article II.

Section 2.2 Assessments for Common Elements; Personal Property Taxes Assessed Against the Project Association. All costs incurred by the Project Association to satisfy any liability or obligation arising from, caused by, or connected with the Shared Project Elements, Common Elements, or the administration of the Development shall constitute expenditures affecting the administration of the Development, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Shared Project Elements, Common Elements, or the administration of the Development shall constitute receipts affecting the administration of the Condominium Projects, within the meaning of Section 54(4) of the Act.

Section 2.3 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) *Budget.* The Board of Directors of the Project Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Development, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance of the Shared Project Elements and Common Elements that must be repaired or replaced on a periodic basis shall be established in the Budget and must be funded by regular annual payments as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Project Association's current annual Budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Development, the Project Association should carefully analyze the Development to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-Owner and the assessment

for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient: (1) to pay the actual costs of the Development's operation and management, (2) to provide for maintenance of existing Common Elements, (3) to provide for maintenance of existing Project Shared Elements, (4) to provide additions, restoration, renovation and replacement to the Common Elements not exceeding \$100,000.00 annually for the entire Development, (5) to provide additions, restoration, renovation and replacement to the Shared Project Elements not exceeding \$100,000.00 annually for the entire Development, or (6) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner or mortgagee consent, to levy assessments for repair, restoration, renovation and replacement in the event of casualty, pursuant to the provisions of Section 5.4 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Project Association and its Members, and shall not be enforceable by any creditors of the Project Association or its Members.

(b) *Special Assessments.* Special assessments, in addition to those required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-Owner approval as hereinafter provided, to meet other needs or requirements of the Project Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$100,000.00 for the entire Development per year, (2) assessments for additions to the Shared Project Elements of a cost exceeding \$100,000.00 for the entire Development per year, (3) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (4) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) (but not including assessments referred to in Section 2.3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of the Co-Owners representing 60% or more of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Project Association and its Members and shall not be enforceable by any creditors of the Project Association or its Members.

(c) *Remedial Assessments.* If any Co-Owner fails to provide proper maintenance of any Limited Common Element which is appurtenant to his Unit, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Development as a whole, or the safety, health or welfare of the other Co-Owners of the Development, the Project Association may, following notice to such Co-Owner, take any actions reasonably necessary to provide such maintenance for the Unit, and the cost thereof shall be assessed against the Co-Owner who has the responsibility under the Master Deed applicable to that Co-Owner or these Bylaws to maintain such Unit. The Project Association may also take the actions permitted under Article IV of the Master Deeds, and the cost(s) thereof shall be assessed as provided in said Article IV.

(d) *Working Capital Contribution.* Any Co-Owner who acquires a Unit from the Developer shall pay to the Project Association, on the date said Unit is conveyed to the Co-Owner,

an amount equal to the then current annual assessment, which sum constitutes a one-time non-refundable contribution to the Project Association's working capital account.

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deeds, all assessments levied against the Co-Owners to cover management, maintenance, operation and administration expenses shall be apportioned among and paid by the Co-Owners in accordance with the respective membership interest allocated to each Co-Owner's Unit in Section 2(d) of the Declaration and Article V, Section 5.3, of the Master Deeds. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-Owners in one (1) installment, commencing with the 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. A Co-Owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed \$25.00 per month shall be assessed automatically by the Project Association upon any assessments in default for ten (10) or more days until the assessment installment(s) together with the applicable late charges are paid in full. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payments and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-Owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to the installments in default in the order of their due dates.

Section 2.5 Waiver of Use or Abandonment of Units. No Co-Owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Project Shared Elements or Common Elements or by abandoning his Unit.

Section 2.6 Liens for Unpaid Assessments. The sums assessed by the Project Association that remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Development owned by the Co-Owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year in which the assessment, fine or law charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Project Association may levy against any Co-Owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 Enforcement.

(a) *Remedies.* In addition to any other remedies available to the Project Association, the Project Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure on the statutory lien that secures payment of assessments. In the event any Co-Owner defaults in the payment of any annual assessment installment levied against his Unit, the Project Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. The Project Association may also discontinue furnishing any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner. A Co-Owner in default shall not be entitled to utilize any of the Project Shared Elements or General Common Elements of the Development and shall not be

entitled to vote at any meeting of the Project Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon or in the appurtenant Limited Common Elements. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under him. The Project Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 17.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) *Foreclosure Proceedings.* Each Co-Owner, and every other person who from time to time has any interest in the Development, shall be deemed to have granted to the Project Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. In addition, each Co-Owner and every other person who from time to time has any interest in the Development, shall be deemed to have authorized and empowered the Project Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner of a Unit in the Development acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Project Association to foreclose any assessment liens by advertisement and waived the right to a hearing prior to the sale of the applicable Unit.

(c) *Notices of Action.* Notwithstanding the provisions of Section 2.7(b), the Project Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisements, until the expiration of 10 days after mailing, by first class mail, postage prepaid, and addressed to the delinquent Co-Owner at his last known address, of a written notice that one or more assessment installments levied against the pertinent Unit is or are delinquent and that the Project Association may invoke any of its remedies under these Bylaws if the default is not cured within 10 days from the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Project Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney 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 shall be recorded in the office of the Livingston County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the 10-day period, the Project Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Project Association elects to foreclose the lien by advertisement, the Project Association shall notify the delinquent Co-Owner of the Project Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Project Association.

(d) *Expenses of Collection.* The expenses incurred by the Project Association in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to

statutory fees) and advances for taxes or other liens paid by the Project Association to protect its lien, shall be chargeable to the defaulting Co-Owner and shall be secured by a lien on his Unit.

Section 2.8 Liability of Mortgagees. Notwithstanding any other provisions of the Condominium Documents, the lien holder of any first mortgage covering any Unit in the Development which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units including the mortgaged Unit).

Section 2.9 Developer's Responsibility for Assessments. The Developer, although a Member of the Project Association, shall not be responsible at any time for the payment of Project Association assessments, except with respect to Units owned by the Developer which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from Marion Township or Livingston County. and a residential dwelling is occupied if it is being utilized as a residence. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-Owner, the Co-Owner shall be liable for all assessments and the Developer shall not be deemed the owner of the applicable Unit and shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, the Developer shall at all times pay the maintenance expenses pertaining to the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Project Association (excluding reserves) for utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance and use of Units in the Development that are not owned by the Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Development. In no event shall the Developer be responsible for assessments for deferred maintenance, reserves for maintenance, capital improvements or other special assessments, except with respect to Units that are owned by the Developer which contain completed and occupied residential dwellings. Any assessments levied by the Project Association against the Developer for other purposes, without the Developer's prior written consent, shall be void and of no effect. In addition, the Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or claims against the Developer, any cost of investigating or preparing such litigation or claim, or any similar or related costs.

Section 2.10 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.11 Personal Property Tax Assessment of Project Association Property. The Project Association shall be assessed as the person or entity in possession of any tangible personal property of the Development owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.12 Construction Liens. A construction lien otherwise arising under Act No 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.13 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Project Association identifying the amount of any unpaid Project Association regular or special assessments relating to such Unit. Upon written request to the Project Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Project Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Project Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Project Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded pursuant to Section 2.7 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III ARBITRATION

Section 3.1 Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents or Declaration, or any disputes, claims or grievances arising among or between the Co-Owners and the Project Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Project Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Project Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, any Co-Owner or the Project Association may petition the courts to resolve any disputes, claims or grievances.

Section 3.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article III shall limit the rights of the Project Association or any Co-Owner, described in Section 144 of the Act.

ARTICLE IV INSURANCE

Section 4.1 Extent of Coverage. The Project Association shall, to the extent appropriate in light of the nature of the Project Shared Elements of the Development and General Common Elements of the Highlands and Dells, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Project Association in its discretion), officers' and directors' liability insurance and workmen's compensation insurance, if applicable, and other insurance the Project Association may deem applicable, desirable or necessary pertinent to the ownership, use and maintenance of the Project Shared Elements and General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) *Responsibilities of the Project Association.* All of the insurance referenced in this Section 4.1 shall be purchased by the Project Association for the benefit of the Project Association, and the Co-Owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Co-Owners.

(b) *Premium Expenses.* All premiums on insurance purchased by the Project Association pursuant to these Bylaws shall be expenses of administration.

(c) *Proceeds of Insurance Policies.* Proceeds of all insurance policies owned by the Project Association shall be received by the Project Association, held in a separate account and distributed to the Project Association, and the Co-Owners and their mortgagees, as their interest may appear, provided, however, whenever repair, restoration or replacement of any part of the Development shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Project Association as a result of any loss requiring same shall be retained by the Project Association and applied for such repair, restoration or replacement, as applicable.

(d) *Links Association.* Nothing in this Section 4.1 is intended to preclude the Project Association from working with the Links Association to obtain insurance for the Links' General Common Elements.

Section 4.2 Authority of Project Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Development, shall be deemed to appoint the Project Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workman's compensation insurance, if applicable, pertinent to the Development and the Project Shared Elements or General Common Elements appurtenant thereto. Without limiting the foregoing, the Project Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums thereunder, to collect insurance proceeds and to distribute the same to the Project Association, the Co-Owners and respective mortgagees, as their interest may appear (subject always to the Condominium Documents and Declaration), and/or to utilize said proceeds for required repairs, restoration or replacement, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Development as shall be necessary or convenient to accomplish the foregoing purposes.

Section 4.3 Co-Owner Responsibilities. Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling, appurtenances, and all other improvements constructed or to be constructed within the perimeter of his Unit, any Limited Common Elements appurtenant thereto, and for his personal property located therein or thereon or elsewhere in the Development. The Project Association shall have no responsibility whatsoever to provide such insurance. In addition, each Co-Owner shall be obligated to obtain insurance coverage for personal liability (and, where applicable, workmen's compensation insurance) for occurrences within the perimeter of his Unit and any appurtenant Limited Common Elements, naming the Project Association and the Developer as additional insureds, and also for any other personal insurance coverage that the Co-Owner wishes to carry. Each Co-Owner shall deliver certificates of insurance to the Project Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-Owner under this Section 4.3. If a Co-Owner fails to obtain such insurance or to provide evidence of such insurance to the Project Association, the Project Association may, but is not obligated to, obtain such insurance on behalf of the Co-Owner and the premiums for such insurance shall constitute a lien against the Co-Owner's Unit which may be collected in the same manner that assessments may be collected Under Article II of these Bylaws.

Section 4.4 Waiver of Subrogation. The Project Association, as to all policies which it obtains, and all Co-Owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Project Association and any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Project Association.

Section 4.5 Indemnification. Each individual Co-Owner shall indemnify and hold harmless every other Co-Owner, the Developer and the Project Association for all damages and costs, including attorney's fees, which the other Co-Owners, the Developer or the Project Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-Owner's Unit. Each Co-Owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Project Association, or if required by the Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-Owner.

ARTICLE V MAINTENANCE

Section 5.1 Co-Owner Responsibility for Maintenance. Each Co-Owner and the Links Association, as applicable pursuant to the Links' Master Deed and bylaws, shall be responsible for all maintenance of the dwelling, Appurtenances, and all other improvements, fixtures and personal property within his Unit. If any damage to the dwelling or other improvements constructed within a Co-Owner's Unit adversely affects the appearance of the Development, the Co-Owner shall proceed to remove, repair or replace the damaged property without delay.

Section 5.2 Project Association Responsibility for Maintenance. The Project Association shall be responsible for the maintenance of the Project Shared Elements of the Development and the General Common Elements of the Dells and Highlands. Immediately following a casualty to property for which the Project Association has such maintenance responsibility, the Project Association shall obtain reliable and detailed cost estimates to repair, restore or replace, as

applicable, the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of such repair, restoration or replacement, or if at any time during such repair, restoration or replacement or upon completion of such repair, restoration or replacement; there are insufficient funds for the payment of such repair, restoration or replacement, the Project Association shall make an assessment against all Co-Owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of such repair, restoration or replacement of the damaged property. Any such assessment made by the Board of Directors of the Project Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require the Developer or the Project Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.3 Timely Repair, Restoration or Replacement. If any damage to Project Shared Elements, Common Elements, or a Unit adversely affects the appearance of the Development, the Project Association or Co-Owner responsible for the maintenance thereof shall proceed to repair, restore or replace, as applicable, the damaged property without delay, and shall use its best efforts to complete such action within 6 months from the date upon which the property damage occurred.

Section 5.4 Eminent Domain. Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) *Taking of a Unit or Related Improvements.* In the event all or a portion of a Unit are taken by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof, as their interest may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-Owner and his mortgagee, they shall be divested of all interest in the Development.

(b) *Taking of Common Elements.* If there is a taking of any portion of the Project Shared Elements or General Common Elements, the condemnation process relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective undivided interest in the Project Shared Elements or General Common Elements unless pursuant to the affirmative vote of Co-Owners representing greater than 50% of the total votes of all Co-Owners qualified to vote, at a meeting duly called for such purpose, the Project Association is directed to repair, restore or replace the portion so taken or to take such other action as is authorized by a majority vote of the Co-Owners. If the Project Association is directed by the requisite number of Co-Owners to repair, restore, or replace all or any portion of the Project Shared Elements or General Common Elements taken, the Project Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the repair, restoration or replacement of the applicable Project Shared Elements or General Common Elements. The Project Association, acting through its Board of Directors, may negotiate on behalf of all Co-Owners for any condemnation award for General Common Elements and any negotiated settlement approved by the Co-Owners representing two-thirds (2/3) or more of the total votes of all Co-Owners qualified to vote shall be binding on all Co-Owners.

(c) *Continuation of Condominium After Taking.* In the event any of the various Condominium Projects or any portion thereof continue after a taking by eminent domain, then the remaining portion of the Condominium Project(s) shall be resurveyed and the respective Master Deed(s) amended accordingly, and, if any Unit shall have been taken, in whole or part, then Article

V of the respective Master Deed(s) shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the affected Condominium being 100%. Such amendment may be effected by an officer of the Project Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-Owner, mortgagee or other person

(d) Notification of Mortgagees. In the event all or any portion of a Unit in the Development, or all or any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Project Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Development that is registered in the Project Association's book of "Mortgagees of Units" pursuant to Section 6.1 of these Bylaws.

Section 5.5 Notification of FHLMC. In the event any mortgage in the Development is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Project Association shall give FHLMC written notice, at such address as it may from time to time direct, of any loss to or taking of the Project Shared Elements or Common Elements of the Development, if the loss or taking exceeds \$10,000.00 in amount or if the damage or taking relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC and exceeds \$1,000.00.

Section 5.6 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Project Shared Elements and/or Common Elements.

ARTICLE VI MORTGAGES

Section 6.1 Notice to Project Association. Any Co-Owner within the Development who mortgages his Unit shall notify the Project Association of the name and address of the mortgagee, and the Project Association shall maintain such information in a book entitled "Mortgages of Units". The Project Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Project Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within 60 days.

Section 6.2 Insurance. The Project Association shall notify each mortgagee appearing in the book referenced in Section 6.1 of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 6.3 Notification of Meetings. Upon request submitted to the Project Association, any institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of every meeting of the Members of the Project Association and to designate a representative to attend such meeting.

ARTICLE VII VOTING

Section 7.1 Vote. Except as otherwise specified in these Bylaws, each Co-Owner shall be entitled to one vote for each Unit owned.

Section 7.2 Eligibility to Vote. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Project Association until he has presented to the Project Association evidence that the Co-Owner owns a Unit. Except as provided in Section 10.2 of these Bylaws, no Co-Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 10.2. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 7.3 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Project Association until the First Annual Meeting of Members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, the Developer shall be entitled to vote for each Unit which it owns.

Section 7.3 Designation of Voting Representative. Each Co-Owner shall file with the Project Association a written notice designating the individual representative who shall vote at meetings of the Project Association and receive all notices and other communications from the Project Association on behalf of the Co-Owner. If a Co-Owner designates himself as the individual representative, he need not file any written notice with the Project Association. The failure of any Co-Owner to file any written notice shall create a presumption that the Co-Owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-Owner and the name and address of each person, firm, corporation, partnership, Project Association, trust or other entity who is the Co-Owner. The notice shall be signed and dated by the Co-Owner. An individual representative may be charged by the Co-Owner at any time by filing a new notice in accordance with this Section 7.3. In the event a Unit is owned by multiple Co-Owners who fail to designate an individual voting representative for such Co-Owners, the Co-Owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-Owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-Owners.

Section 7.4 Quorum. The presence in person or by proxy of Co-Owners representing 51% of the total number of votes of all Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Project Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 7.5 Voting. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Project Association at or before the

appointed time of each meeting of the Members of the Project Association. Cumulative voting shall not be permitted.

Section 7.6 Majority. When an action is to be authorized by vote of the Co-Owners of the Project Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE VIII MEETINGS

Section 8.1 Place of Meeting. Meetings of the Project Association shall be held at the principal office of the Project Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Project Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 8.2 First Annual Meeting. The First Annual Meeting of members of the Project Association may be convened by the Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 8.2. Notwithstanding the foregoing, the First Annual Meeting must be held (i) within 120 days following the conveyance of legal or equitable title to non-developer Co-Owners of 75% of all Units in a particular component; or (ii) 54 months from the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit, whichever is the earlier to occur. The Developer may call meeting of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-Owner's individual representative.

Section 8.3 Annual Meetings. Annual meetings of Project Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-Owners shall elect members of the Board of Directors in accordance with Article X of these Bylaws. The Co-Owners may also transact at annual meetings such other Project Association business as may properly come before them.

Section 8.4 Special Meeting. The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Project Association's Secretary of a petition signed by Co-Owners representing 1/2 of the votes of all Co-Owners qualified to vote. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 8.5 Notice of Meetings. The Secretary (or other Project Association Officer in the Secretary's absence) shall provide each Co-Owner of record, or, if applicable, a Co-Owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least 10 days but not more than 60 days prior to each meeting. The mailing, postage

prepaid, of a notice to the individual representative of each Co-Owner at the address shown in the notice filed with the Project Association under Section 7.3 of these Bylaws shall be deemed properly served. Any Co-Owner or individual representative may waive such notice, by filing with the Project Association a written waiver of notice signed by such Co-Owner or individual representative.

Section 8.6 Adjournment. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-Owner or Co-Owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 8.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-Owner (or Co-Owner's individual representative) with notice of the adjourned meeting in accordance with Section 8.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 8.7 Action Without Meeting. Any action required or permitted to be taken at a meeting of Members, may be taken without a meeting, without prior notice and without a vote, if all of the Co-Owners (or their individual representatives) entitled to vote thereon consent thereto in writing. If the Project Association's Articles of Incorporation so provide, any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the actions so taken, is signed by the Co-Owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-Owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-Owners who have not consented in writing.

Section 8.8 Electronic Participation in a Meeting. A Co-Owner may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, if such option is available. If there is a cost to this option, the Co-Owner (or Owners) utilizing this option shall bear the cost. Participation in a meeting pursuant to this Section 8.8 constitutes presence at the meeting.

ARTICLE IX ADVISORY COMMITTEE

Within one year after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in any one of the three residential components or within 120 days following the conveyance to non-Developer Co-Owners of 1/3 of the total number of Units that may be created within the same residential components, whichever first occurs, the Developer shall cause

to be established an Advisory Committee consisting of at least three non-Developer Co-Owners for the particular residential component the condition was satisfied. For clarification, there is a possibility that three separate advisory committees will be created and active at the same time – one advisory committee for each of the three components. The Committees shall be established in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-Owners and to aid in the transition of control of the Project Association from the Developer to purchaser Co-Owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Project Association is elected by non-Developer Co-Owners. The Developer may at any time remove and replace at its discretion any member of the Advisory Committee.

ARTICLE X BOARD OF DIRECTORS

Section 10.1 Number and Qualification of Directors. The Board of Directors shall initially be comprised of three Directors. At such time as the non-Developer Co-Owners are entitled to elect two members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from three to five persons. At such time as the non-Developer Co-Owners are entitled to elect three members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from five to seven persons. At such time as the non-Developer Co-Owners are entitled to elect four members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from seven to nine persons. In the event that the Project Association cannot locate nine Co-Owners who are willing to serve as Directors, the Board may operate with less than nine persons, and such reduced size shall not affect the validity of any decision made by the Board.

At all times after the non-Developer Co-Owners are entitled to elect all of the Directors, as described below, three of the Directors must be Co-Owners from the Dells, three of the Directors must be Co-Owners from the Highlands, and three of the Directors must be Co-Owners from the Links. The Board of Directors shall never contain more than three Directors from a single component. The purpose of this provision is to maintain a proportionate representation of the Board of Directors from each component, as all components will be sharing in the Project Shared Elements.

Section 10.2 Election of Directors.

(a) *First Board of Directors.* Until such time as the non-Developer Co-Owners are entitled to elect one of the members of the Board of Directors, as described below, the Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) *Appointment of Non-Developer Co-Owners to Board prior to First Annual Meeting.* Consistent with Section 10.1, that each component is entitled to have only three Directors to serve on the Board of Directors, the appointment of non-Developer Co-Owners to the Board of Directors prior to the First Annual Meeting shall be done as follows:

(i) Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 25% of the Units that may be created in any one component built by the Developer, one member of the Board of Directors shall be elected by non-Developer Co-Owners from that same component. The remaining Members of the Board of Directors shall be selected by Developer. Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 50% of the Units that may be created in any one component, two of the Directors shall be elected by non-Developer Co-Owners from that same component. The remaining Members of the Board of Directors shall be selected by Developer. Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 75% of the Units that may be created in any one component, the non-Developer Co-Owners for that same component shall elect all of the Directors on the Board that they are entitled to elect (a maximum of three), except that the Developer shall have the right to designate at least one Director for that component so long as the Developer owns and offers for sale at least 10% of the Units in that component or as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in that same component. Any remaining Members of the Board of Directors shall be selected by Developer.

When the required percentage levels of conveyance have been reached, the Developer shall notify the non-Developer Co-Owners and request that they hold a meeting to elect the required number of Directors. Upon certification by the Co-Owners to the Developer of the Director or Directors elected, the Developer shall immediately appoint such Director or Directors to the Board, to serve until the First Annual Meeting of Co-Owners, unless he is removed pursuant to Section 10.7 or he resigns or becomes incapacitated.

(c) Election of Directors at and after First Annual Meeting

(i) Regardless of the percentage of Units which have been conveyed, upon the lapse of 54 months after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in any one component of the Development, and if title to not less than 75% of the Units that may be created in that same component of the Development has not been conveyed, the non-Developer Co-Owners for that component shall have the right to elect a number of members of the Board of Directors in proportion to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors in proportion to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 10.1 and Section 10.2(b) above. Application of this subsection does not require a change in the size of the Board of Directors.

(ii) If the calculation of the percentage of members of the Board of Directors that the non-Developer Co-Owners have the right to elect under subsection (i) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-Owners under subsection (b) results in a right of non-Developer Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-Owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one Director as provided in Section 10.2(b) above.

(iii) At such time as the non-Developer Co-Owners are entitled to elect all of the Directors, six Directors shall be elected for a term of two years and three Directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the six persons receiving the highest number of votes shall be elected for a term of two years and the three persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either three or six Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 10.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Project Association and may do all acts and things as are not prohibited by the Declaration, the Condominium Documents or specifically required to be exercised and done by the Co-Owners.

Section 10.4 Specific Powers and Duties. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-Owners of the Project Association, the Board of Directors shall have the following powers and duties:

(a) To manage and administer the affairs of and maintain the Development and the Project Shared Elements and Common Elements.

(b) To collect assessments from the Co-Owners and to expend the proceeds for the purposes of the Project Association.

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

(d) To reconstruct or repair improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Project Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Project Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-Owners (or their individual representatives) representing 75% of the total votes of all Co-Owners qualified to vote.

(h) To establish rules and regulations in accordance with the Master Deeds.

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

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

Section 10.5 Management Agent. The Board of Directors may employ for the Project Association a professional management agent (which may include the Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 10.3 and 10.4, and the Board may delegate to such management agent any other duties or powers which are not by law, by the Condominium Documents, or by the Declaration required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Project Association.

Section 10.6 Vacancies. Vacancies in the Board of Directors that occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-Owners of the Project Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Project Association. Vacancies among non-Developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-Owners and shall be filled in the manner as specified in Section 10.2(b).

Section 10.7 Removal. At any regular or special meeting of the Project Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors elected by the non-Developer Co-Owners may be removed with or without cause by the affirmative vote of the Co-Owners (or their individual representatives) who represent greater than 50% of the total votes of all Co-Owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-Owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-Developer Co-Owners to serve before the First Annual Meeting may also be removed by such Co-Owners before the First Annual Meeting in the manner described in this Section 10.7.

Section 10.8 First Meeting. The first meeting of the elected Board of Directors shall be held within 10 days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 10.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be deemed from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year of the Project Association. Notice of

regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 10.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on the written request of two or more Directors.

Section 10.11 Quorum and Required Vote of Board of Directors. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 10.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 10.13 Electronic Participation in a Meeting. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 10.13 constitutes presence at the meeting.

Section 10.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Project Association handling or responsible for Project Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 10.15 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-Owners (or their individual representatives) who represent 60% or more of the total votes of all Co-Owners qualified to vote.

ARTICLE XI OFFICERS

Section 11.1 Selection of Officers. The Board of Directors, at a meeting called for such purpose, shall appoint a President, Secretary and Treasurer. The Board of Directors may also appoint one or more Vice-Presidents and such other officers, employees and agents as the Board shall deem necessary, which Officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two or more offices, except that of President and Vice-President, may

be held by one person who may also be a Director. An Officer shall be a Co-Owner, or shareholder, officer, director, employee or partner of a Co-Owner that is an entity.

Section 11.2 Term, Removal and Vacancies. Each Officer of the Project Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any Officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any Officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 11.3 President. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Project Association. The President shall preside at all meetings of the Project Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of the Project Association, subject to Section 11.1 above.

Section 11.4 Vice President. The Vice President shall take the place of the President and his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 11.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-Owners of the Project Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 11.6 Treasurer. The Treasurer shall have responsibility for the Project Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Project Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Project Association, in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE XII SEAL

The Project Association may (but need not) have a seal. If the Board determines that the Project Association shall have a seal, then it shall have inscribed thereon the name of the Project Association, the words "corporate seal", and "Michigan".

ARTICLE XIII FINANCE

Section 13.1 Records. The Project Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Project Shared Elements and Common Elements and any other expenses incurred by or on behalf of the Project Association and the Co-Owners. Such accounts and all other

Project Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Project Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be determined by the Project Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit, unless the annual revenues of the Project Association exceed \$20,000. In the event the annual revenues of the Project Association exceed \$20,000, then the annual audit shall be performed by a certified public accountant unless a majority of the Members vote to opt out of this requirement. Upon request, any institutional holder of a first mortgage lien on any Unit in the Development shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Project Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 13.2 Fiscal Year. The fiscal year of the Project Association shall be an annual period commencing on the date initially determined by the Directors. The Project Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 11.3 Bank Accounts. The Project Association's funds shall initially be deposited in such bank or savings Project Association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Project Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Project Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings Project Association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 14.1 Third Party Actions. To the fullest extent permitted by the Michigan Non-Profit Corporation Act, the Project Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Project Association) by reason of the fact that he is or was a Director or officer of the Project Association, or is or was serving at the request of the Project Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Project Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be not opposed to the best interests of the Project Association or its members, and (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 14.2 Actions in the Right of the Project Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Project Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Project Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Project Association, or is or was serving at the request of the Project Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Project Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Project Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the indication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 14.3 Insurance. The Project Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Project Association, or is or was serving at the request of the Project Association as a Director, Officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Project Association would have power to indemnify him against such liability under Sections 14.1 and 14.2 above. In addition, the Project Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 14.1 and 14.2 above.

Section 14.4 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 14.1 and 14.2 above, or in defense of any claim, issue or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XIV, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

Section 14.5 Determination that Indemnification is Proper. Any indemnification under Sections 14.1 and 14.2 above (unless ordered by a court) shall be made by the Project Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Sections 14.1 or 14.2 above, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XIV, in no event shall any person be entitled to any indemnification under the provisions of this Article XIV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

- (a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding; or

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Project Association determines that full indemnification is not proper under Sections 14.1 or 14.2 above, it may nonetheless determine to make whatever partial indemnification it deems proper. At least 10 days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 14.1 and 14.2 above may be paid by the Project Association in advance of the final disposition of such action, suit or proceeding as provided in Section 14.4 above upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Project Association. At least 10 days prior to advancing any expenses to any person under this Section 14.6, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.7 Former Representatives, Officers, Employees or Agents. The indemnification provided in this Article XIV shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Project Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 14.8 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the Project Association relating to the subject matter of this Article XIV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Project Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XIV to conform to any such changed statutory provisions.

ARTICLE XV AMENDMENTS

Section 15.1 By Developer. In addition to the rights of amendment provided to the Developer in the various Articles of the Master Deeds, the Developer may, within two years following the expiration of the Construction and Sales Period for all components, and without the consent of any Co-Owner, mortgagee or any other person, amend those Bylaws provided such amendment or amendments do not materially alter the rights of Co-Owners or mortgagees.

Section 15.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Project Association upon the vote of the majority of Directors or may be proposed by 1/3 or more in number of the Co-Owners by a written instrument signed by the applicable Co-Owners.

Section 15.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-Owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 15.4 Voting. These Bylaws may be amended by the Co-Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of 66-2/3% or more of the total votes of all Co-Owners qualified to vote. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XV, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the Prior written consent of the Developer.

Section 15.5 Effective Date of Amendment. Any amendment to the Bylaws shall become effective upon the recording of such amendment in the office of the Livingston County Register of Deeds.

Section 15.6 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every member of the Project Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XV shall be binding upon all persons who have an interest in the Development irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI COMPLIANCE

The Project Association or any Co-Owners and all present or future Co-Owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of the Development in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Development premises shall signify that the Condominium Documents and Declaration are accepted and ratified. In the event the Condominium Documents or Declaration conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVII REMEDIES FOR DEFAULT

Any default by a Co-Owner of its obligations under any of the Condominium Documents or Declaration shall entitle the Project Association or another Co-Owner or Co-Owners to the following relief:

Section 17.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents or Declaration shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof and such relief may be sought by the Project Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 17.2 Recovery of Costs. In any legal proceeding arising because of an alleged default by any Co-Owner, the Project Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorneys' fees. In addition, in the event of a default which does not result in a legal proceeding, the Project Association shall have a right to assess to any Co-Owner all costs and expenses incurred, including all attorneys' fees.

Section 17.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents or Declaration shall also give the Project Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Project Shared Elements, the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents or Declaration. The Project Association shall have no liability to any Co-Owner arising out of the exercise of its rights under this Section 17.3.

Section 17.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents or Declaration by any Co-Owner shall be grounds for the assessment by the Project Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-Owner. No fine shall be levied for the first violation. No fine shall exceed \$25.00 for the second violation, \$50.00 for the third violation or \$100.00 for any subsequent violation. No greater fine may be assessed unless rules and regulations establishing such increased fines have first been duly adopted by the Board of Directors of the Project Association and notice thereof given to all Co-Owners in the same manner as prescribed in Section 8.3 of these Bylaws. Fines may be assessed only upon notice to the offending Co-Owner, and an opportunity for such Co-Owner to appear before the Board no less than seven days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 17.5 Non-waiver of Rights. The failure of the Project Association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents or Declaration shall not constitute a waiver of the right of the Project Association or of any such Co-Owner to enforce such right, provision, covenant or condition in the future.

Section 17.6 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Project Association or any Co-Owner or Co-Owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents and Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents, Declaration, or at law or in equity.

Section 17.7 Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Project Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents or Declaration. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages

or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents, Declaration, or the Act.

**ARTICLE XVIII
RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents, Declaration, or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by the Developer to any other entity or to the Project Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period of the all the components in the Development, except as otherwise expressly provided in the Condominium Documents or Declaration. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer are intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Development and shall not under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deeds or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents or agreements that created or reserved such property rights.

**ARTICLE XIX
SEVERABILITY**

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