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APR 0 8 2025

Via Federal Express

April 2, 2025

Board of Directors Barrington Cove Association 320 E Big Beaver Rd Troy, MI 48083

Re: Barrington Cove Association; Co-owner Information Book

Dear Board:

Enclosed is the Co-owner Information Book for Barrington Cove Association. This Book should be distributed to all Co-owners in Barrington Cove Association. As you'll see, we included a proposed cover letter for the Board to utilize when distributing the Book.

Thank you and please feel free to contact me with any questions.

Very truly yours, MAKOWER ABBATE GUERRA WEGNER VOLLMER PLLC Sarah R. Karl



#### BARRINGTON COVE ASSOCIATION

To All Co-owners:

Re: Amended and Restated Governing Documents & Updated Insurance Responsibilities

As you know, on June 28, 2024, more than 2/3<sup>rds</sup> of the Co-owners entitled to vote approved the updated Condominium Documents for Barrington Cove Association. These updated Condominium Documents include the Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws, and an Amendment to the Association's Articles of Incorporation. The Amended and Restated Master Deed and Amended and Restated Condominium Bylaws were subsequently approved by 2/3<sup>rds</sup> of all first mortgage companies in accordance with Michigan law.

As a result of these approvals, the Amended and Restated Master Deed and Amended and Restated Bylaws were recorded with the County Register of Deeds on March 3, 2025. The Amended and Restated Master Deed and Amended and Restated Bylaws became effective on that date. Enclosed is a Co-owner Information Book, which contains the Association's updated governing documents. We encourage all Co-owners to review these documents.

One of the changes to the Condominium Documents relates to the insurance that Co-owners must maintain. Under the updated Amended and Restated Bylaws, all Co-owners must have an HO-6 or equivalent policy that covers, among other things, the interior of their Unit including all light fixtures, plumbing fixtures, cabinets, countertops, equipment, trim, floor coverings, wall coverings, window shades, drapes, and appliances. If you have not done so already, each Co-owner must review Article IV of the Amended and Restated Condominium Bylaws with their insurance advisor to determine the amount of insurance necessary to address the Co-owner's specific needs and circumstances, and each Co-owner must then revise their insurance coverage accordingly.

We appreciate your attention to these important matters.

Sincerely, Board of Directors, Barrington Cove Association

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# CO-OWNER INFORMATION BOOK

# **BARRINGTON COVE ASSOCIATION**

A RESIDENTIAL CONDOMINIUM LOCATED IN THE TOWNSHIP OF ORION OAKLAND COUNTY, MICHIGAN

UPDATED: March 2025

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# AMENDED AND RESTATED MASTER DEED BARRINGTON COVE ASSOCIATION



# AMENDED AND RESTATED MASTER DEED OF BARRINGTON COVE

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3/3/2025 10:37:39 AM Receipt #006434333
\$21.00Misc Recording
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\$5.00 Automation
\$0.8 Transfer Tax

PAID RECORDED — Dakiand County, Mi
Lisa Brown, Clerk/Register of Deeds

#### AMENDED AND RESTATED MASTER DEED OF BARRINGTON COVE (ACT 59, PUBLIC ACTS OF 1978, AS AMENDED) OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 929

This Amended and Restated Master Deed of Barrington Cove ("Amended and Restated Master Deed") is made and executed this 6<sup>th</sup> day of December, 2024, by Barrington Cove Association, a Michigan nonprofit corporation (the "Association"), in accordance with the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Condominium Act").

The Association desires by recording this Amended and Restated Master Deed to reaffirm the establishment of the real property described in Article II of this Amended and Restated Master Deed, together with all the improvements now located upon or appurtenant to the real property, as a residential condominium project under the Condominium Act. The Master Deed for Barrington Cove, recorded in Liber 15655, Page 109 et seq., the First Amendment recorded in Liber 16771, Page 843 et seq., the Second Amendment recorded in Liber 17733, Page 608 et seq., the Third Amendment recorded in Liber 18162, Page 290 et seq., the Fourth Amendment recorded in Liber 19174, Page 842 et seq., and the Fifth Amendment recorded in Liber 21755, Page 577 et seq., Oakland County Records, are superseded by this Amended and Restated Master Deed (except for the Condominium Subdivision Plan (defined in Article II below) attached to the original Master Deed as Exhibit B and as subsequently amended).

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

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## ARTICLE I TITLE AND NATURE

- Section 1. <u>Condominium Name and Subdivision Plan Number</u>. The Condominium is known as Barrington Cove, Oakland County Condominium Subdivision Plan No. 929. The Condominium is established in accordance with the Condominium Act.
- Section 2. Units and Co-owner Rights of Access to Common Elements. The Units, including the number, boundaries and dimensions of each Unit, are set forth in the Condominium Subdivision Plan. Each Unit is capable of individual utilization because it has access to a Common Element. Each Co-owner has an exclusive right to their Unit and has an undivided and inseparable right to share with the other Co-owners the Common Elements designated by this Amended and Restated Master Deed.
- Section 3. <u>Voting.</u> Co-owners have voting rights in Barrington Cove Association as set forth in this Amended and Restated Master Deed, in the Amended and Restated Bylaws, and in the Association's Articles of Incorporation.

#### ARTICLE II LEGAL DESCRIPTION

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

PART OF SECTION 14, TOWN 4 NORTH, RANGE 10 EAST, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 14; THENCE ALONG THE SOUTH SECTION LINE, NORTH 87 DEGREES 30 MINUTES 42 SECONDS WEST, 912.42 FEET; THENCE NORTH 06 DEGREES 56 MINUTES 00 SECONDS EAST, 1206.95 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06 DEGREES 56 MINUTES 00 SECONDS EAST, 1,010.00 FEET; THENCE SOUTH 72 DEGREES 18 MINUTES 00 SECONDS EAST, 988.01 FEET TO THE NEW RIGHT OF WAY LINE OF LAPEER ROAD (M-24); THENCE 168.40 FEET ALONG A CURVE TO THE LEFT RADIUS 7749.47 FEET, CENTRAL ANGLE 01 DEGREES 14 MINUTES 42 SECONDS, CHORD BEARING SOUTH 19 DEGREES 28 MINUTES 45 SECONDS WEST, 168.40 FEET; THENCE SOUTH 73 DEGREES 23 MINUTES 30 SECONDS EAST, 45.71 FEET; THENCE 97.61 FEET ALONG A CURVE TO THE LEFT, RADIUS 4357. 22 FEET, CENTRAL ANGLE 01 DEGREES 17 MINUTES 01 SECONDS, CHORD BEARING SOUTH 15 DEGREES 57 MINUTES 59 SECONDS WEST, 97.61 FEET; THENCE 261.41 FEET ALONG A CURVE TO THE LEFT, RADIUS 7699.47 FEET, CENTRAL ANGLE 01 DEGREES 56 MINUTES 44 SECONDS, CHORD BEARING SOUTH 17 DEGREES 10 MINUTES 18 SECONDS WEST, 261.42

FEET; THENCE NORTH 72 DEGREES 33 MINUTES 00 SECONDS WEST, 250.92 FEET; THENCE SOUTH 11 DEGREES 39 MINUTES 44 SECONDS WEST, 346.69 FEET; THENCE NORTH 83 DEGREES 04 MINUTES 00 SECONDS WEST, 642.02 FEET TO THE POINT OF BEGINNING; CONTAINING 17.89 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER LAPEER ROAD (M-24).

09-14-326-000 ENT

#### ARTICLE III DEFINITIONS

- Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and its Exhibits but are or may be used in various other instruments such as, by way of example and not limitation, the Association's Articles of Incorporation, the Association's rules and regulations, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in Barrington Cove. Wherever used in these documents or any other pertinent instruments, the terms set forth below are defined as follows:
- A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits conflicts with any provision of the Condominium Act, or if any provision required by the Condominium Act is omitted, then the Condominium Act provisions are incorporated by reference and shall supersede and cancel any conflicting provision.
- B. "Amended and Restated Bylaws" or "Bylaws" means Exhibit A attached to this Amended and Restated Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Co-owners. The Amended and Restated Bylaws also constitute the Association's corporate bylaws under the Michigan Nonprofit Corporation Act. The Amended and Restated Bylaws are incorporated by reference.
- C. "Amended and Restated Master Deed" means this document, and to which the Amended and Restated Bylaws are attached as Exhibit A, and the Condominium Subdivision Plan is made applicable as Exhibit B.
- D. "Association" means Barrington Cove Association, a nonprofit corporation organized under Michigan law of which all Co-owners are members. The Association shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents (defined below). Any action required of or permitted to the Association is exercisable by its Board of Directors unless specifically reserved to the Co-owners by the Condominium Documents or Michigan law.
- E, "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV of this Amended and Restated Master Deed and does not refer to Units.

- F. "Condominium" means Barrington Cove as a Condominium established in conformity with the Condominium Act, and includes without limitation the land, buildings, structures and other improvements located on the property described in Article II of this Amended and Restated Master Deed and all easements, rights and appurtenances belonging to the Condominium.
- G. "Condominium Documents" means and includes this Amended and Restated Master Deed, the Amended and Restated Bylaws, the Condominium Subdivision Plan, the Association's Articles of Incorporation, and the Association's rules and regulations.
- H. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B and as subsequently amended, which is incorporated and made applicable by reference.
- I. "Co-owner" means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination of the foregoing who or which owns one or more Units. Both land contract vendees and vendors are considered Co-owners and are jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act.
- J. "Electronic transmission" means transmission by any method authorized by the person receiving the transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained and that may be directly reproduced in paper through an automated process.
- K. "Good standing" means a Co-owner who is current in all financial obligations owing to the Association and is not in default of any of the Condominium Document provisions.
- L. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination of the foregoing.
- M. "Unit" means a single Unit in the Condominium, as described in Article VI of this Amended and Restated Master Deed and on the Condominium Subdivision Plan and shall have the same meaning as the term "Condominium Unit" as defined in the Condominium Act.
- Section 2. Number. Whenever a reference is made to the singular, a reference shall also be included to the plural where appropriate.

#### ARTICLE IV COMMON ELEMENTS

- Section 1. <u>Common Elements</u>. The Common Elements are described in the Condominium Subdivision Plan and as follows:
  - A. General Common Elements. The General Common Elements are:

- (1) <u>Land</u>. The land described in Article II of this Amended and Restated Master Deed, including drives, roads, sidewalks, parking spaces, pond and wetland area, all to the extent not designated as Limited Common Elements;
- (2) <u>Electrical</u>. The electrical transmission system throughout the Condominium up to, but not including, the electrical meter for each Unit, together with common lighting for the Condominium and any controls, photocells or other related apparatus;
- (3) Exterior Lighting. The exterior lighting system throughout the Condominium, including all electrical transmission lines, lighting fixtures and related equipment;
- (4) <u>Gas.</u> The gas distribution system throughout the Condominium up to, but not including, the gas meter for each Unit;
- (5) <u>Water</u>. The water distribution system throughout the Condominium, including that contained within Unit walls, up to the first valve within any Unit;
- (6) <u>Sanitary Sewer</u>. The sanitary sewer system throughout the Condominium, including that contained within Unit walls, up to the point of connection with any plumbing fixture trap within any Unit;
- (7) <u>Storm Sewer</u>. The storm sewer system throughout the Condominium, including the detention basin;
- (8) <u>Telecommunications</u>. The telecommunications system throughout the Condominium up to, but not including, connections to provide service to individual Units;
- (9) <u>Construction</u>. Foundations, supporting columns, Unit perimeter walls, roofs, ceilings, basement and garage floors, floor construction between Unit levels, attics, developer or Association-installed insulation, and chimneys;
- (10) <u>Irrigation System</u>. The irrigation system throughout the Condominium, including all lines, valves, timers, heads and related equipment;
- (11) Entryway Signage and Improvements. The entryway signage and related improvements and landscaping;
- (12) <u>Retaining Wall, Perimeter and Detention Basin Fencing</u>. The retaining wall, the Condominium perimeter fencing and the detention basin fencing;
- (13) <u>Mailbox Stands</u>. The mailboxes and mailbox stands located throughout the Condominium;
  - (14) Beneficial Easements. All beneficial utility and drainage easements; and

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

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

Some or all utility systems service single buildings containing more than one Unit. Accordingly, and where necessary or applicable, there are easements for that Common Element through each Unit to enable the utility systems to appropriately serve each of the Units in the subject building.

- B. <u>Limited Common Elements</u>. Limited Common Elements are subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements serve. The Limited Common Elements follow:
- (1) <u>Privacy Area</u>. Each privacy area is limited in use to the Co-owner of the Unit to which the privacy area is appurtenant as shown on the Condominium Subdivision Plan;
- (2) <u>Porches.</u> Each porch is limited in use to the Co-owner of the Unit to which the porch is appurtenant as shown on the Condominium Subdivision Plan;
- (3) <u>Electrical and Gas</u>. The electrical and gas systems from the point of connection with and including each Unit's respective meter are limited in use to the Co-owner of the Unit to which the same is appurtenant;
- (4) <u>Duct Work</u>. The heating and cooling duct work is limited in use to the Coowner of the Unit to which the duct work is appurtenant;
- (5) <u>Air-Conditioners</u>. Each air-conditioning compressor is limited in use to the Co-owner of the Unit to which the air-conditioning compressor is appurtenant;
- (6) Garages and Garage Access Drives. Each garage and garage access drive is limited in use to the Unit or Units to which it is appurtenant as shown on the Condominium Subdivision Plan. There shall be a reasonable easement of access over any garage access drive as may be required by an adjoining Unit to obtain ingress to and egress from the adjoining garage. No Unit occupant shall block access to another Unit's garage or access drive;
- (7) Garage Doors, Garage Door Openers and Related Hardware. Garage doors, garage door openers and related hardware are limited in use to the Co-owner of the Unit to which the garage is appurtenant;

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- (8) <u>Windows, Doors, Door-walls and Screens</u>. Windows, doors, door-walls and screens are limited in use to the Co-owner the Unit to which the windows, doors and screens are appurtenant;
- (9) Walkways. Each walkway located between the drives and porches is limited in use to the Co-owners of the Units to which the walkway is appurtenant as shown on the Condominium Subdivision Plan;
- (10) <u>Sump Pumps</u>. Each sump pump is limited in use to the Co-owners of the Units to which the sump pump services; and
- (11) <u>Interior Surfaces</u>. The interior surfaces of Unit and garage ceilings, floors and perimeter walls are limited in use to the Co-owner of the Unit to which the interior surfaces are appurtenant.
- Section 2. Responsibility for Unit and Common Elements. Subject to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and Common Elements as set out in this Amended and Restated Master Deed and in the Amended and Restated Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements are as follows:

#### A. Co-owner Responsibilities:

- (1) Unit and Certain Common Elements. Except as provided in Section 2B below and subject to the Amended and Restated Bylaws, each Co-owner is responsible for maintenance, repair and replacement, including all associated costs, of a Unit, including all fixtures, improvements and personal property located within the Unit or elsewhere throughout the Condominium, the Limited Common Elements, and those General Common Elements described in this Section 2A(1). The following provisions add to and clarify each Co-owner's maintenance, repair and replacement responsibilities under this Section 2A(1):
- (a) <u>Electrical</u>. Electrical lines, wires, outlets, switches, boxes, circuit breakers, panels and fixtures (including the maintenance of exterior light fixtures served by the Unit's electrical meter, including replacing light bulbs, but not the repair or replacement of those exterior light fixtures, as the Association remains responsible for the repair and replacement of exterior light fixtures), regardless of whether these items are located within or outside of the Unit, from the point of connection with, and including, the electrical meter for the Unit;
- (b) Gas. Gas lines, pipes, valves and fixtures from the point of connection with, and including, the gas meter for the Unit, but not including lines running through the Unit to serve other Units;
- (c) Water. Water lines, pipes, valves and fixtures from and including the Unit's first shut off valve located within and serving only the Unit, but not including exterior water spigots or any water meters or any mains or lines running through the Unit to serve other Units or the General Common Elements as the Association is responsible for exterior water spigots and

water meters, mains and lines running through the Unit to serve other Units or the General Common Elements;

- (d) <u>Drain Lines</u>. Drain lines and traps located within the Unit and that serve only individual plumbing fixtures located within the Unit;
- (e) <u>Telecommunications Systems</u>. Cable, telephone and telecommunication systems from and including the junction or demarcation box;
- (f) <u>Air-conditioner</u>. Air-conditioner unit and related equipment and accessories;
- Windows, Door-walls, Unit Entry Doors and Interior Doors. Windows, door-walls, Unit entry doors and interior doors, including, screens, frames, locks, hardware, storms and weather stripping and ingress/egress window well enclosures; provided, the Association is responsible for the periodic exterior painting of the exterior of windows and Unit entry doors in accordance with the Association's maintenance schedule;
- (h) <u>Garage Door</u>. Garage door including tracks, springs, rollers, opener, remote, and all related hardware and equipment;
  - (i) Unit Interior Wall Construction. Unit interior wall construction;
- (j) Privacy Areas. Privacy areas and all improvements located on or related to the privacy areas, including any decks or patios located in the privacy area; provided, the Association is responsible for the maintenance, repair and replacement of any fence, wall or other screening device which wholly or partially encloses any privacy area;
- (k) Appliances and other Equipment. Appliances and equipment within the Unit and supporting hardware and equipment including, but not limited to personal alarm systems, smoke and carbon monoxide detectors, garbage disposal, dishwasher, microwave, range, oven, refrigerator, humidifier, furnace and related ductwork, vent fans and related ductwork, dryer venting and related ductwork, hot water heater, hot water heater, fireplaces, flues and dampers;
- (l) <u>Improvements and Decorations</u>. Improvements and decorations to the Unit including, without limitation, tile, either floor or wall, paint, wallpaper, window treatments, carpeting or other floor covering, trim, cabinets, counters, sinks and related hardware, and basement finishes including, without limitation, basement wall and ceiling drywall;
- (m) <u>Landscaping</u>. Any and all landscaping contained within the flowerbeds located adjacent to the exterior of the perimeter walls of the Unit up to the pavement walkways; and
- (n) Other. All other items not specifically enumerated above, but which are located within the boundaries of a Unit.

- (2) <u>Co-owner Additions, Modifications</u>. Co-owner improvements, additions or modifications, even though approved by the Board of Directors, are not considered Common Elements in any case and, except as the Board determines otherwise in writing, are the complete responsibility of the Co-owner. Should the Association require access to any Common Elements which necessitates the moving or destruction of all or part of any addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Bylaws. Co-owners shall not alter, replace, remove, paint, decorate, or change the exterior of a Unit or any exterior appendage including, without limitation, any porch or privacy area, air conditioning units, windows and Unit entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Board's prior written consent pursuant to Article VI of the Amended and Restated Bylaws. All maintenance, repair and replacement shall be performed in compliance with all applicable municipal, State and federal codes and regulations.
- (3) Sump Pumps and Irrigation Equipment. A Co-owner whose Unit contains common sump pump or common irrigation equipment shall not restrict the Association or its contractors or utility companies from entering into the Unit to maintain, repair or replace the equipment. To ensure there is reasonable accessibility to the equipment, Co-owners shall not convert the portion of the Unit containing the equipment to living area without prior written approval of the Board of Directors. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements if these items are blocking access to the equipment.
- (4) Co-owner Fault. As more fully set forth in Article VI, Section 14 of the Amended and Restated Bylaws, all costs for maintenance, repair and replacement of any Co-owner caused by the act of any Co-owner, or family, guests, tenants, or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur these costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Amended and Restated Bylaws.

#### B. <u>Association Responsibilities</u>:

- (1) <u>Limited Common Elements</u>. Except in cases of Co-owner fault, the Association is responsible for the maintenance, repair and replacement of: (a) the fence, wall, or other screening device which wholly or partially encloses any privacy area described in Section 1B(1) above, (b) the porches described in Section 1B(2) above; (c) the garages and garage access drives described in Section 1B(6) above; (d) the walkways described in Section 1B(9) above; and (e) the sump pumps described in Section 1B(10) above.
- (2) <u>General Common Elements</u>. Subject to this Article and the Amended and Restated Bylaws, and except as otherwise assigned to the Co-owners in subsection 2A above, the Association shall maintain, repair, and replace all General Common Elements including, without limitation, foundations, basement floor slabs, garage floor slabs, perimeter wall drywall and

ceiling drywall, roofs, gutters, and downspouts, and the Association shall pay the expenses as an expense of administration.

- (3) <u>Unauthorized Repair</u>. The Association shall not be obligated to reimburse any Co-owner for repairs made or contracted for by the Co-owner. Unless otherwise determined by the Board of Directors, the Association shall only be responsible for payments to contractors for work authorized by the Board of Directors.
- (4) Security. The Association may from time-to-time provide measures or take actions that directly or indirectly improve the security of the Condominium; however, each Co-owner, for themselves, and their tenants, occupants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and has no duty to provide security on or at the Condominium. Each Co-owner, Unit occupant, and each guest, licensee, and invitee of a Co-owner or Unit occupant is responsible for their own security and for protecting their person and property. The Association is not liable for any loss or damage by reason of its failure to provide adequate security or the ineffectiveness of security measures taken.
- C. <u>Utility Charges</u>. Each Co-owner is responsible for paying all individually metered or sub-metered utility services that serve their Unit. The Association is responsible for paying all commonly metered utilities as an expense of administration; provided, however, the Association acting through its Board of Directors may, but is not obligated to, install individual water meters or sub-meters for each Unit, in which case the Co-owner of the Unit to which the water meter or sub-meter services shall bear the cost for the water services.
- D. <u>Unusual Expenses</u>. Any other unusual common expenses benefiting less than all Units, or any expenses incurred because of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specifically assessed against the Unit or Units involved in accordance with Section 69 of the Condominium Act.

# ARTICLE V USE OF UNITS AND COMMON ELEMENTS

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

#### ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. <u>Unit Description</u>. The Condominium consists of 72 Units, numbered 1 through 72. Each Unit is described in this Section with reference to the Condominium Subdivision Plan. Each Unit includes all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and

sections in the Condominium Subdivision Plan and delineated with heavy outlines. Building elevations are shown in detail in architectural plans and specifications on file with the Township of Orion.

Section 2. <u>Calculation of Percentage of Value</u>. The percentage of value assigned to each Unit is determinative of the proportionate share of each Co-owner in the common proceeds and common expenses of administration (subject to the assignment of costs and expenses as reflected in Article IV of this Amended and Restated Master Deed), the value of each Co-owner's vote at Association meetings, and the undivided interests of each Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%). The percentages of value are equal.

#### ARTICLE VII EASEMENTS

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

- A. If any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, an easement for the encroachment shall exist, except to the extent limited by Section 40 of the Condominium Act.
- B. There are easements to, through and over those portions of the land, structures, buildings, improvements, and walls contained in the Condominium for the installation, maintenance, and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, and communications including telephone, cable television and internet lines.
- C. Easements of support shall exist with respect to any Unit wall that supports a Common Element.
- Section 2. Association's Right to Grant Easements. The Board of Directors may grant easements and licenses over or through any portion of any General Common Elements for utility, roadway, construction, safety purposes, or for any other purpose as may be beneficial to the Condominium.
- Association's and Utility Companies' Easements for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. If a Co-owner fails to properly and adequately maintain, repair, replace or otherwise keep in good condition and repair their Unit or any improvements or appurtenances located within the Unit or any Common Elements for which the Co-owner is responsible, the Association shall have the right (but not the

obligation) and all necessary easements to take whatever actions it deems desirable to so maintain, repair or replace the Unit, its appurtenances or any of the Common Elements for which the Co-owner is responsible, all at the expense of the Co-owner of the Unit. The Association shall not be liable to any Co-owner or any other person in trespass or in any other form of action for the exercise of rights pursuant to this Section or any other provision of the Condominium Documents that grant easements, rights of entry or other means of access. Failure of the Association to take any action shall not be deemed a waiver of the Association's right to take any action at a future time. All costs incurred by the Association in performing any Co-owner-responsibilities as set forth in this Section shall be assessed to the Co-owner and against the Co-owner's Unit, secured by the lien on the Co-owner's Unit, immediately be due and payable, and collected in the manner provided in Article II of the Amended and Restated Bylaws.

Section 4. Telecommunications Agreements. The Association, acting through its Board of Directors, has the power to make or cause to be made such installations or grant such easements, licenses or other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Condominium or any Unit. Notwithstanding the foregoing, the Board shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that will violate any provision of any federal, state or local law or ordinance. Any sums paid by any Telecommunications or other company in connection with Telecommunications service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, are receipts of administration within the meaning of the Condominium Act and shall be paid over to and shall be the property of the Association.

# ARTICLE VIII AMENDMENTS

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

- Section 1. Association Amendments. The Association acting through its Board of Directors may make and record with the County amendments to this Amended and Restated Master Deed, the Amended and Restated Bylaws or the Condominium Subdivision Plan without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. Co-owners shall be notified of proposed amendments made under this Section not less than ten (10) days before the amendment is recorded.
- Section 2. <u>Co-owner Approval</u>. Except as otherwise provided in this Amended and Restated Master Deed and subject to Sections 3 and 4 below, the Association may make and record with the County amendments to this Amended and Restated Master Deed, the Amended

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and Restated Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3<sup>rds</sup>) of the Co-owners in good standing as of the voting date, which shall be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

- Section 3. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees (as defined in Section 90a(9) of the Condominium Act), the amendment shall require the consent of not less than two-thirds (2/3<sup>rds</sup>) of all first mortgagees of record in accordance with Section 90 of the Condominium Act. A mortgagee shall have one vote for each first mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.
- Section 4. Modification of Units, Limited Common Elements and Percentage of Value. Notwithstanding any other provision of this Article, the method or formula used to determine the percentages of value of Units, as described in Article VI of this Amended and Restated Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the Condominium Act, as amended. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 51 of the Condominium Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act. Units may be consolidated and boundaries relocated as provided in Sections 47 and 48 of the Condominium Act.
- Section 5. Amendments for Secondary Mortgage Market Purposes. The Association may amend this Amended and Restated Master Deed or the Amended and Restated Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees, although Co-owners shall be notified of proposed amendments made under this Section not less than ten (10) days before the amendment is recorded.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

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

Barrington Cove Association, a Michigan Nonprofit
Corporation

By: Janet Synowicz

Name: Janet Synowicz

Title: President

STATE OF MICHIGAN
)
SS:
COUNTY OF Dakland
)

The foregoing instrument was acknowledged before me this <u>(0</u> day of <u>December</u>.

2024 by <u>Janet Synowicz</u> the President of Barrington Cove Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

JAZZMIN ARBITTER
NOTARY PUBLIC, STATE OF MI
COUNTY OF CAKLAND
MY COMMISSION EXPIRES May 23, 2000
ACTING IN COUNTY OF COAKLAND

Jozzmin Arbitter Notary Public

Oakland County, Michigan

Acting in Oakland County, Michigan

My Commission Expires: May 23, 2030

Document drafted by and when recorded return to: Sarah R. Karl, Esq. Makower Abbate Guerra Wegner Vollmer PLLC 30140 Orchard Lake Rd. Farmington Hills, MI 48334

Two Certifications are attached on the following pages:

#### CERTIFICATION

COUNTY OF LOAUAND SS

I, Karen Crouse, being first duly sworn, depose and state as follows:

**对为水油料** 

- I am the managing agent for Barrington Cove Association, the corporation named in and which executed the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Barrington Cove.
- 2. The Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Barrington Cove were submitted to all Co-owners of Units in Barrington Cove for the purpose of voting on these documents. The Co-owners approved the documents by a vote of two-thirds or more of all Co-owners entitled to vote.

Karen Crouse

Acknowledged, subscribed and sworn to before me this 18 day of (01)(A1) . 202(5)

OASWING MOM D Notary Public State of Michigan, County of DAUPMO

Acting in the County of DHUYMA . Michigan
My Commission Expires: 07 14 2028

JASMINE MOUNTS
NOTARY PUBLIC - MICHIGA:
OAKLAND COUNTY
MY COMMISSION EXPIRES 7/14/2028
ACTING IN OALLAND COUNT

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#### CERTIFICATION

STATE OF MICHIGAN	)
	) SS
COUNTY OF OAKLAND	)

I, Sarah R. Karl, being first duly sworn, depose and state as follows:

- I am the attorney for Barrington Cove Association, the Corporation named in and which
  executed the Amended and Restated Master Deed and Amended and Restated Condominium
  Bylaws of Barrington Cove.
- 2. I sent a copy of the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Barrington Cove and the ballot and notice required under Section 90A of the Michigan Condominium Act to all mortgagees of record of those Units qualified to vote, as listed in the records of the Oakland County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Barrington Cove.
- 3. Two-thirds of said mortgagees have consented to the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws of Barrington Cove in accordance with the provisions of Section 90a of the Michigan Condominium Act. These consents will be maintained for a period of two years in Barrington Cove Association records located in our office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.

Sarah R. Karl

Acknowledged, subscribed and sworn to before me this 27th day of February, 2025.

Courtney Michal, Notary Public Oakland County, State of Michigan Acting in the County of Oakland

My Commission Expires: June 2, 2028

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# AMENDED AND RESTATED CONDOMINIUM BYLAWS BARRINGTON COVE ASSOCIATION

# AMENDED AND RESTATED BYLAWS BARRINGTON COVE

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#### **EXHIBIT A**

#### AMENDED AND RESTATED BYLAWS OF BARRINGTON COVE

## ARTICLE I ASSOCIATION OF CO-OWNERS

- Section 1. The Association. Barrington Cove, a residential Condominium located in the Township of Orion, Oakland County, Michigan, shall be administered by Barrington Cove Association (the "Association"). The Association is a nonprofit corporation that has been organized under the applicable laws of the State of Michigan. The Association is responsible for the management, maintenance, operation, and administration of the Common Elements, easements, and affairs of the Condominium, subject to and in accordance with the Condominium Documents and the laws of the State of Michigan. All Co-owners and all persons using or entering upon the Condominium or acquiring any interest in any Unit or the Common Elements are subject to the provisions and terms set forth in the Condominium Documents.
- Section 2. Purpose of Bylaws. These Bylaws are designated as both the Condominium Bylaws, relating to the way the Condominium and the common affairs of the Co-owners shall be administered, as required by the Condominium Act, and the Association or Corporate Bylaws, governing the Association's operation as a corporate entity, as required by the Michigan Nonprofit Corporation Act.

#### ARTICLE II ASSESSMENTS

- Section 1. <u>Taxes and Assessments</u>. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based on such tangible personal property are expenses of administration. Special assessments levied by the government and real property taxes shall be assessed against the individual Units and not on the Common Elements or any other part of the Condominium.
- Section 2. Expenses and Receipts of Administration. All costs that the Association incurs in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the Condominium's administration shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Coowners against liabilities or losses arising within, caused by or connected with the Common Elements or the Condominium's administration shall be receipts of administration, within the meaning of Section 54(4) of the Condominium Act, except as modified by the specific assignment of responsibilities for costs contained in Article IV of the Amended and Restated Master Deed
- Section 3. <u>Determination of Assessment</u>. Assessments shall be determined in accordance with the following provisions:
- A. <u>Annual Budget</u>. The Board of Directors shall establish an annual budget in advance for each fiscal year and the budget shall project all expenses for the forthcoming year that may be required

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

- B. Additional Assessments. The Board of Directors has the authority to increase the annual assessment or to levy additional assessments as it deems necessary, provided the same are only for the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide repairs or replacements of existing Common Elements; (iii) to provide additions to the Common Elements at a total annual cost not exceeding 5.00% of the Association's annual operating budget; or (iv) for any emergencies. The authority to levy assessments under this subsection is solely for the Association's benefit and is not enforceable by any Association creditors or the Co-owners except the Association may voluntarily and conditionally assign the right to levy assessments to any lender relating to any voluntary loan transaction the Association enters into.
- C. Special Assessments. Special assessments, in addition to those described in subsections A and B above, may be made by the Board of Directors from time to time if approved by the Co-owners as provided in this subsection, to meet other Association requirements, including, but not limited to: (i) assessments to provide additions to the Common Elements at a total cost exceeding 5.00% of the Association's annual operating budget; or (ii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subsection shall not be levied without the prior approval of more than 60% of all Co-owners in good standing. The authority to levy assessments under this subsection is solely for the Association's benefit and is not enforceable by any Association creditors or the Co-owners except the Association may voluntarily and conditionally assign the right to levy assessments to any lender relating to any voluntary loan transaction the Association enters into.
- D. Reserve Fund. The Board of Directors shall maintain a reserve fund for major repairs and replacements of Common Elements and emergency expenditures. The reserve fund shall be in the amount of not less than ten percent (10%) of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself). At least two (2) Directors must sign any checks or provide written authorization before any funds may be drawn from the reserve fund account. The Association may increase or decrease the reserve fund but may not reduce it below ten percent (10%) of the

Association's annual budget. The reserve must be funded at least annually from the proceeds of the annual assessments set forth in subsection A of this Section; however, the reserve may be supplemented by additional assessments in accordance with subsection B above if the Board determines it necessary. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s). A Co-owner selling a Unit shall not be entitled to any refund from the Association with respect to any reserve account or other Association asset.

Payment of Assessments and Penalty for Default. Subject to the assignment of Section 4. costs and expenses as reflected in Article IV of the Amended and Restated Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners equally without increase or decrease for the existence of any rights to the use of a Unit's Limited Common Elements. Annual assessments shall be payable by Co-owners in twelve (12) monthly installments or in such other installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments shall be payable as stated in the notice announcing their levy. The payment of an assessment shall be in default if the assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for the payment, which shall be the first (1st) day of each calendar month or any other date the Board may establish from time to time for any assessment. Assessments in default shall bear interest at 7% per annum or the highest rate allowed by law, whichever is less, until paid in full. In addition, all assessments, or installments of assessments, which remain unpaid 15 days after the due date (based on the postmark date), shall incur a uniform late charge as the Board of Directors may establish to compensate the Association for administrative costs incurred because of the delinquency. Without the necessity of amending these Bylaws, the Board of Directors may from time to time revise the date that late charges accrue and the amount and frequency of uniform late charges, and the Board of Directors may levy additional late fees for special and additional assessments, all pursuant to Article VI, Section 11 of these Bylaws. Once there is a delinquency in the payment of any assessment installment lasting for more than two months, the Board of Directors may accelerate the remaining unpaid installments of the assessment so that all unpaid installments are immediately due and payable. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including, without limitation, late fees, administrative fees and costs of collection and enforcement of payment, including actual attorneys' fees) levied against their Unit while the Co-owner has an ownership interest in the Unit. Payments on installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines, administrative fees and late fees on the installments; and third, to installments in default in order of their due dates.

Section 5. Waiver of Use or Abandonment of Unit. Co-owners shall not be exempt from liability for their contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit, or because of incomplete repair work, or because the Association or its agents have not provided services.



#### Section 6. Enforcement.

- A. <u>Lien.</u> Sums assessed to a Co-owner that are unpaid including, without limitation, fines assessed to a Co-owner pursuant to Article XVI of these Bylaws, together with interest on these sums, collection charges including attorneys' fees, late charges, and advances made by the Association for taxes or other liens to protect its lien, constitute a lien upon the Unit or Units owned by the Co-owner at the time of the assessment before other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a recorded notice of lien have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement in the name of the Condominium on behalf of the other Co-owners as provided below.
- B. Remedies. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments, or both. A Co-owner may not withhold or escrow assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of assessments, the fact the Association or its agents have not provided services or management to a Co-owner. Except as provided in Article X, Section 1, a Co-owner in default or that is otherwise not in good standing shall not be qualified to run for or function as an Association officer or Director, shall not be entitled to vote so long as they are not in good standing, and shall not be entitled to utilize any of the General Common Elements; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from their Unit. The Association may also discontinue the furnishing of any services to a Co-owner in default. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner or any persons claiming under them, and if the Co-owner does not occupy the Unit, to lease the Unit and collect and apply the rents received. The Association may also assess fines for late payment or nonpayment of assessments in accordance with Article XVI of these Bylaws. All remedies shall be cumulative and not alternative.
- Foreclosure of Lien. Each Co-owner, and every other person who from time to time has C. any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and Section 108 of the Condominium Act, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit (and improvements) with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of the 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 this Section 6 and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

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- D. Notice of Action. Notwithstanding the above, foreclosure proceedings shall not commence until a written notice of lien is recorded and served in accordance with this Section. The notice of lien shall set forth (i) the amount due to the Association exclusive of interest, costs, attorneys' fees and future assessments, (ii) the legal description of the subject Unit, and (iii) the name of the Coowner of record. The notice of lien shall be recorded in the Oakland County Register of Deeds, but it need not have been recorded as of the date of mailing to the delinquent Co-owner. The notice of lien shall be mailed to the delinquent Co-owner by first class mail, postage prepaid, addressed to the Co-owner at their last known address at least ten (10) days in advance of commencing the foreclosure proceeding. If the delinquency is not cured within the ten (10) day period, the Association may take any remedial action as may be available to it under the Condominium Documents or Michigan law.
- Expenses of Collection. All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs related to appellate court proceedings or that are incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on their Unit.
- Section 7. <u>Liability of Mortgagee</u>. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering a Unit, or the first mortgage holder's successors and assigns, that obtains title to the Unit pursuant to the foreclosure remedies provided in the mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which become due prior to the acquisition of title to the Unit (the date of the foreclosure sale) by such person or entity, except for claims for a pro rata share of the assessments or charges resulting from a pro rata reallocation of the assessments or charges to all Units including the mortgaged Unit, and except for claims evidenced by a Notice of Lien recorded prior to the recording of the first mortgage.
- Section 8. Assessment Status upon Sale of Unit. Upon the sale or conveyance of a Unit, any unpaid assessments, interest, late fees, fines, costs and attorneys' fees assessed against the Unit shall be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision of the State for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments. A purchaser or grantee of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorneys' fees outstanding against the Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorneys' fees in excess of the amount set forth in the written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. The Board of Directors may charge a reasonable administrative fee for preparing this written statement, which may be assessed to the Unit and collected in the same manner as the collection of assessments under Article II of these Amended and Restated Bylaws. Any purchaser or grantee who fails to request a written statement from the Association at least five (5) days before the

- Section 9. Construction Liens. Construction liens attaching to any portion of the Condominium are subject to the following limitations and Section 132 of the Condominium Act:
- A. Except as otherwise provided, a construction lien for work performed upon a Unit or upon a Limited Common Element may attach only to the Unit upon which the work was performed.
- B. A construction lien for work the Association authorizes may attach to each Unit only to the proportionate extent the Co-owner of the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.
- C. A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Association.

# ARTICLE III ARBITRATION

- Section 1. <u>Arbitration</u>. Disputes, claims, or grievances arising out of or relating to the interpretation or application of the Condominium Documents or arising out of disputes among or between Co-owners shall, upon the written consent of the parties to the disputes, claims or grievances and written notice to the Association, be submitted to arbitration. The parties to the arbitration shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time are applicable to any arbitration.
- Section 2. Right to Judicial Action. In the absence of the election and written consent of the parties pursuant to Section 1 above, neither a Co-owner nor the Association is precluded from petitioning the courts to resolve any disputes, claims or grievances.
- Section 3. Effect of Election to Arbitrate. Election by the parties to submit any dispute, claim or grievance to arbitration precludes the parties from litigating the dispute, claim or grievance in the courts.
- Section 4. Mediation. Regardless of the other remedies available under these Bylaws or the Condominium Act, the parties to any dispute may agree to mediate any disputes. In instances involving a dispute between two or more Co-owners that has been presented to the Association by the Co-owners, the Association may compel the disputing Co-owners to first mediate the dispute before the Association considers any other action. All compelled mediation shall be conducted by qualified outside mediators at the expense of the disputing Co-owners. In all other instances, mediation is voluntary and upon agreement of the disputing parties.

#### ARTICLE IV INSURANCE

Section 1. Extent of Coverage; Responsibility for Coverage.

#### A. Association Responsibilities.

- (1) <u>Casualty</u>. The Association shall insure all Common Elements against fire, vandalism, malicious mischief, and other perils covered by a special form cause of loss endorsement, in an amount equal to one hundred percent (100%) of the replacement cost of the insurable improvements, excluding foundation and excavation costs, and with a maximum deductible amount no greater than 5% of the face amount of the policy, all as determined annually by the Board of Directors. Such coverage shall include interior walls within any Unit and the pipes, wires, conduits and ducts contained within the interior walls. The Association's policy shall also include an "Inflation Guard Endorsement," if available, and a "Building Ordinance and Law Endorsement."
- Liability, Worker's Compensation, Fidelity Bond, Directors and Officer, and Other Required Coverage. The Association shall also carry (a) liability insurance with coverage in the minimum amount of one million dollars (\$1,000,000.00) for a single occurrence pertinent to the ownership, use, and maintenance of the Common Elements, (b) worker's compensation insurance, if applicable, (c) fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all Association officers, directors, and employees and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds), (d) Directors and Officers Liability coverage, and (e) any other insurance as the Board of Directors deems advisable.
- (3) Optional Umbrella Insurance. The Association may purchase as an expense of administration an umbrella insurance policy that covers any risk the Association is required to cover but was not covered due to lapse or failure to procure.
- (4) <u>Benefited Parties</u>. All insurance shall be purchased by the Association for the Association's benefit, the Co-owners, and their mortgagees, as their interests may appear.
- (5) <u>Insurance Records.</u> All non-sensitive and non-confidential information in the Association's records regarding Common Element insurance coverage shall be made available to all Coowners and mortgagees upon written request and reasonable notice during normal business hours.
- (6) <u>Cost of Insurance</u>. All premiums for insurance purchased by the Association shall be expenses of administration.
- (7) Proceeds of Association Insurance Policies. Proceeds of all Association insurance policies shall be received by the Association and distributed to the Association and, net any applicable costs, fees, assessments or other amounts owed to the Association, the Co-owners; provided, however, whenever repair or reconstruction of the Condominium is required as provided in Article V of these Bylaws, the proceeds of any insurance that the Association receives because of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

- Co-owner Responsibilities. The Association's coverage is not intended to be complete as B. to all matters, and Co-owners have an obligation to provide certain coverage as outlined in this Article. Co-owners should consult with their insurance advisors to determine what additional insurance they must obtain upon their Units and Common Elements at their own expense in addition to the coverage carried by the Association. Each Co-owner shall obtain (i) all risk insurance coverage for (a) the interior of their Unit including, without limitation, all light fixtures, plumbing fixtures, cabinets, countertops, equipment, trim, floor coverings, wall coverings, window shades, drapes, and all appliances, whether free-standing or built-in, (b) all improvements and betterments to the Unit or its Limited Common Elements, and (c) personal property located within a Unit or elsewhere in the Condominium, and (ii) insurance coverage for (a) personal liability and property damage for occurrences within a Unit or upon Limited Common Elements for which the Co-owner is assigned responsibility under Article IV of the Amended and Restated Master Deed, and (b) alternative living expense in event of fire or other casualty, and the Association has absolutely no responsibility for obtaining such coverage. Co-owners are also advised to obtain insurance covering any insurance deductible or uninsured amount the Co-owner may be required to pay under Article V, Section 5 or Article VI, Section 14 of these Bylaws. Each Co-owner shall deliver certificates of insurance to the Association as the Board of Director's may require from time to time to evidence the continued existence of all insurance that Co-owners are required to maintain. If a Co-owner fails to obtain insurance or to provide evidence of the required insurance to the Association, the Association may, but is not required to, obtain the insurance on behalf of the Co-owner and the premiums paid constitutes a lien against the Co-owner's Unit and may be collected from the Coowner in the same manner that Association assessments may be collected under Article II of these Amended and Restated Bylaws.
- C. <u>Waiver of Subrogation: Cross-Liability Endorsements</u>. The Association and all Co-owners, as applicable, shall see that all property and liability insurance carried by the Association or any Co-owner contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The Association's liability insurance shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.
- Section 2. <u>Association as Attorney-in-Fact</u>. Each Co-owner is deemed to appoint the Association as their true and lawful attorney-in-fact to act regarding all matters concerning any insurance carried by the Association. Without limiting the generality of the previous sentence, the Association has full power and authority to purchase and maintain insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear, but subject to the Condominium Documents, to execute releases of liability, and to execute all documents and to do all things on behalf of the Co-owner and the Condominium as necessary or convenient to the accomplishment of the foregoing.

# ARTICLE V RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY

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

such termination, which mortgagee consent shall be solicited in accordance with Section 90a of the Condominium Act.

Co-owner Responsibility for Reconstruction or Repair. Regardless of the cause or nature of any damage or deterioration, including, but not limited to, instances in which the damage is incidental to or caused by (a) a Common Element for which the Association is responsible under Article IV of the Amended and Restated Master Deed, (b) the maintenance, repair, or replacement of any Common Element, (c) the Co-owner's own actions or the Co-owner's failure to take appropriate preventive action, or (d) the malfunction of any appliance, equipment, or fixture located within or serving the Unit, each Co-owner is responsible for the cost of repair, reconstruction and replacement of all items the Co-owner is assigned repair and replacement responsibility under Article IV, Section 2 of the Amended and Restated Master Deed including, without limitation, privacy areas, windows, doorwalls, garage doors, interior doors, floor coverings, window treatments, interior walls, wall coverings, interior trim, furniture, electrical fixtures, outlets, switches, circuit breakers, breaker box and panels serving the Unit, plumbing fixtures, hot water heaters, air conditioning units, furnaces and all appliances. whether free-standing or built-in. If damage to the Common Elements or to the interior walls within a Co-owner's Unit or to pipes, wire, conduits, ducts or other Common Elements within the interior walls is covered by insurance held by the Association, then the reconstruction and repair of those insured items shall be the responsibility of the Association in accordance with Section 3 of this Article. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, and the Association's carrier is responsible for paying a claim under Article IV of these Amended and Restated Bylaws, the Co-owner is entitled to receive the benefits of the coverage less any applicable costs, fees, assessments or other amounts owed to the Association, but only in the absence of Co-owner coverage for those items and only after the Co-owner has paid a proportionate share of the deductible, and any proceeds distributed to the Co-owner shall be used solely for necessary repairs. If the damage is only to an item that is the Co-owner's responsibility to repair, replace and insure, it shall be the Coowner's responsibility to promptly repair such damage in accordance with these provisions. If the damage involves items that are both the Co-owner's and the Association's responsibility to repair, replace and insure, then the Association is responsible for reconstruction or repair in accordance with Section 3 of this Article, although the responsibility for costs shall be allocated in accordance with this Section and Section 3.

Subject to the responsibility of the individual Co-owners as outlined in Section 2 above and other provisions of these Bylaws or the Amended and Restated Master Deed applicable to such situations, the Association shall be responsible for the reconstruction and repair of the Common Elements. Under no circumstances will the Association be responsible for incidental or consequential damages to a Unit, Limited Common Element, or any other property that is the responsibility of a Co-owner, or to the contents of any Unit or the personal property of a Co-owner or Unit occupant. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient,

assessments shall be made against all Co-owners for the cost of reconstruction and repair in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

- Section 4. <u>Timing</u>. If damage to Common Elements or a Unit adversely affects the appearance of the Condominium or deprives others from utilizing the Common Elements, the party responsible for the repair and reconstruction shall promptly perform and diligently proceed with the repair or replacement of the damaged property.
- <u>Uninsured.</u> Notwithstanding any other provision of the Condominium Documents, and except to the extent that a lack of insurance results from a breach of the Association's or other Co-owner's duty to insure, the responsibility for damage to any portion of the Condominium that is within the limits of any applicable insurance deductible, unless waived, and for any other uninsured amount, shall be borne by the responsible Co-owner if the damage results from (a) the Co-owner's or their families', guests', agents' or invitees' failure to observe or perform any requirement of the Condominium Documents, (b) the Co-owner's or their families', guests', agents' or invitees' damage to or misuse of the Common Elements, or (c) casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the Co-owner's responsibility to maintain, repair, or replace.
- Section 6. Eminent Domain. Section 133 of the Condominium Act and the following provisions shall control upon any taking by eminent domain:
- A. <u>Common Elements Taken by Eminent Domain</u>. If any portion of the Common Elements is taken by eminent domain, the award shall be allowed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners shall be binding on all Co-owners.
- B. <u>Unit Taken by Eminent Domain</u>. If a Unit is taken by eminent domain, the undivided interest in the Common Elements applying to the Unit shall apply to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of the undivided interest in the Common Elements as well as for the Unit, and the award shall include just compensation to the Co-owner of the Unit taken for the undivided interest in the Common Elements as well as for the Condominium Unit.
- C. Partial Taking of a Unit. If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest of the Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of the Unit resulting from the taking. The portions of undivided interest in the Common Elements divested from the Co-owners of the Unit shall be reallocated among the other Units in proportion to their respective undivided interests in the Common Elements. A Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced, and the award shall include just compensation to the Co-owner of the Unit partially taken for that portion of the undivided

interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to the following subsection, as well as for that portion of the Unit taken by eminent domain.

- D. Impossibility of Use of Portion of Unit Not Taken by Eminent Domain. If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements applying to that Unit shall apply to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests produced, and the award shall include just compensation to the Co-owner of the Unit for the Co-owner's undivided interest in the Common Elements and for the entire Unit.
- E. Future Expenses of Administration Applying to Units Taken by Eminent Domain, Votes in the Association and liability for future expenses of administration applying to a Unit taken or partially taken by eminent domain shall apply to the remaining Units, being allocated to them in proportion to their relative voting strength in the Association. A Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.
- F. <u>Condominium Continuation after the taking by Eminent Domain</u>. If the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Amended and Restated Master Deed amended accordingly. The amendment may be executed by an Association officer authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner, but only with the prior written approval of holders of two-thirds (2/3rds) of all first mortgage liens on individual Units.
- G. <u>Condemnation or Eminent Domain Proceeding</u>. If any Unit or the Common Elements or any portion of a Unit or the Common Elements is subject to condemnation or eminent domain proceedings or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any Units.
- Section 7. Notification to Mortgagees and Guarantors. Upon written request submitted to the Association, the Association shall give the holder of any first mortgage and any guarantors of the mortgage covering any Unit timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

#### ARTICLE VI RESTRICTIONS

#### Section 1. Use of Unit.

A. <u>Single Family Use</u>. No Unit shall be used for other than single-family residential purposes as defined by Township of Orion Zoning Ordinances, and the Common Elements shall be used only for purposes consistent with such use. No Co-owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units; provided, that Co-owners shall be allowed to have home offices in their Units so long as the use does not (1) involve additional

pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Condominium, (2) utilize or involve the presence of any employees within the Unit other than the Unit occupants, (3) disturb other Co-owners, (4) involve additional expense to the Association (such as utility charges and insurance), (5) violate any other provision or restriction contained in the Condominium Documents, (6) involve the storage of bulk goods for resale, or (7) constitute a violation of any Township of Orion codes or ordinances.

B. <u>Occupancy Restrictions</u>. The number of persons allowed to occupy or reside in any Unit shall be governed by the restrictions and regulations of the International Property Maintenance Code or other codes or ordinances that may be adopted by the Township of Orion from time-to-time governing occupancy. The restrictions shall automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by the Township of Orion, so that all Unit occupancy shall be in accordance with all Township of Orion regulations.

#### Section 2. Leasing, Rental, and Co-owner and Occupant Information.

#### Right to Lease.

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- (1) In General. A Co-owner may only lease a Unit for the same purposes as set forth in Article VI, Section 1, and only if the Co-owner (a) complies with this Section 2, (b) has followed the disclosure procedures contained in subsection C below, and (c) obtained the Board of Director's prior written approval as more fully set forth in this Section 2.
- Restrictions on Leasing. Except for those Units under an approved lease as of the effective date of the Amended and Restated Master Deed, the Board of Directors shall not grant approval if (a) the leasing of the Unit would result in any one person or entity (including affiliates or commonly owned entities) leasing more than 1 Unit at any given time, or (b) the leasing of the Unit would cause the total number of leased Units to exceed 7 Units. Co-owners who were permitted to lease their Units as of the effective date of the Amended and Restated Master Deed are entitled to continue leasing their Units despite the foregoing limitations on the number of Units that may be rented, provided the Condominium Documents are followed and an approved lease is on file with the Association prior to the effective date of the Amended and Restated Master Deed. If there is a sale or transfer of ownership of a leased Unit, or if a leased Unit is no longer being leased, being prepared for lease, or being held out or otherwise marketed for lease, all automatic rights to lease that Unit shall terminate and no further leasing of the Unit shall take place without first obtaining the Board's written approval in compliance with these provisions.
- (3) <u>Minimum Term; Compliance with Condominium Documents</u>. Subject to subsections (1) and (2), no Co-owner shall lease less than an entire Unit, and all leases shall (a) be for an initial term of no less than one (1) year, (b) require the lessee to comply with the Condominium Documents, and (c) provide that failure to comply with the Condominium Documents constitutes a default under the lease.
- (4) <u>Transient Tenancies Prohibited</u>. No Co-owner shall accommodate transient tenants or occupants. For purposes of this Section, "transient tenant or occupant" refers to a non-Co-

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owner occupying a Unit for less than one (1) year and who has paid consideration for the occupancy. No Co-owner shall allow their tenant to sublease the Unit.

- (5) <u>Incorporation of Condominium Document Provisions</u>. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all the Condominium Document provisions. The Association may require the use of a standard lease addendum to ensure compliance with the requirements of this Section.
- B. Exception to 7 Unit Leasing Limitation. Notwithstanding the provisions contained in subsection A above or anything to the contrary contained in the Condominium Documents, the Association recognizes that circumstances may arise beyond a Co-owner's control that may justify an exception to allow the temporary leasing of a single Unit, regardless of the 7 Unit rental limitation. Therefore, under the following circumstances, but only for so long as the circumstances exist and in no event longer than twelve (12) months, and only so long as the Co-owner has occupied the Unit for the immediately preceding six (6) months and the leasing of the Unit will not result in that Co-owner or any related person or entity leasing more than 1 Unit, the Board may allow a Co-owner to lease their Unit even though 7 or more of the Units may already be leased:
- (1) Relocation to Nursing Home. A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;
- (2) Relocation for Medical or Employment Purposes. A Co-owner must relocate for medical purposes (treatment, rehabilitation, or recuperation) or employment purposes for a period likely to exceed six (6) months;
- (3) Mortgage Liens Exceed Unit Fair Market Value. A Co-owner or the estate of a Co-owner must rent a Unit due to an inability to sell the Unit without incurring a financial loss because of mortgage liens recorded against the Unit exceeding the fair market value of the Unit; or
- (4) <u>Similar Extenuating Circumstances</u>. Any similar extenuating situation approved by the Board of Directors.
- C. <u>Procedures for Leasing</u>. The leasing of Units shall conform to the following additional provisions:
- (1) <u>Disclosure</u>. 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 shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Each Co-owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Association. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupants, along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed occupancy arrangement.

- (2) Administrative Fee. The Board of Directors may charge reasonable administrative fees for reviewing, approving and monitoring lease transactions in accordance with this Section as the Board may establish. Any administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II of these Amended and Restated Bylaws.
- (3) <u>Compliance with Condominium Documents</u>. Tenants or non-Co-owner occupants shall comply with the Condominium Documents.
- (4) <u>Default by Tenant or Non-Co-owner Occupant</u>. If the Board determines that a tenant or non-Co-owner occupant failed to comply with the Condominium Documents, the Association shall take the following action:
- (a) <u>Notification</u>. The Association shall notify the Co-owner by certified mail advising of the alleged violation.
- (b) <u>Time to Cure</u>. The Co-owner has fifteen (15) days after receipt of the notice to investigate and correct the alleged tenant or non-Co-owner occupant breach or advise the Association that a violation has not occurred.
- breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or non-Co-owner occupant for breach of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant, the non-Co-owner occupant and the Co-owner liable for any damage caused by the Co-owner, tenant or non-Co-owner occupants. The Co-owner shall be responsible for reimbursing the Association for all costs incurred because of a tenant's or non-Co-owner occupant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Condominium Documents.
- Association for assessments, the Association may give written notice of the arrearage to the Co-owner's tenant or non-Co-owner occupant. The tenant or non-Co-owner occupant, after receiving the notice, shall deduct from their rental payments to the Co-owner the arrearage and future assessments as they fall due and shall pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant or non-Co-owner occupant. If the tenant or non-Co-owner occupant, after being so notified, fails or refuses to remit rent to the Association that is otherwise due the Co-owner, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements, (2) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (3) initiate proceedings pursuant to Section 112(4)(b) of the Condominium Act.

- D. <u>Co-owner and Occupant Information</u>. Co-owners who do not live in their Unit must keep the Board informed of their current mailing address and phone number. Upon the Board's request, Coowners shall provide the Board with all Unit occupant names and applicable telephone numbers.
- E. <u>Lender Exception</u>. Notwithstanding anything to the contrary, first mortgage lenders or first mortgage guarantors in possession of a Unit following a default on a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure shall not be subject to the restrictions contained in this Section 2 and which relate to the term of any lease or rental agreement. Notwithstanding the foregoing, under no circumstances shall first mortgage lenders or first mortgagee guarantors permit any tenants or occupants who have paid consideration for the occupancy, to occupy a Unit for less than thirty (30) days.
- F. <u>Department of Veterans Affairs Exception</u>. 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 United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), the provision shall not apply to any Unit that is:
  - (1) Encumbered by DVA Financing; or
  - (2) Owned by the Department of Veterans Affairs.
- G. Rent Loss Insurance Coverage. Those Co-owners that rent their Unit are advised to obtain insurance coverage for reimbursement of rental income that may be lost while the Unit is being repaired, rebuilt or is otherwise not capable of being occupied. The Association shall have no responsibility for obtaining coverage and Co-owners shall have no claim against the Association for lost rental income.

#### Section 3. Alterations and Modifications.

Approvals Required. No Co-owner may commence or make alterations or modifications in exterior appearance, make structural alterations or modifications to any Unit including interior walls through or in which there exist easements for support or utilities, or make changes in the appearance or use of any of the Common Elements, including but not limited to, exterior painting, or the installation, alteration or replacement of decks, patios, windows, doors, door-walls, lights, awnings, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications, until plans and specifications acceptable to the Board showing the nature, kind, shape, height, materials, color scheme, location and approximate cost have first been submitted to and approved in writing by the Board. The Board has the right to refuse to approve any plans or specifications that are not suitable or desirable in its opinion for aesthetic or any other reasons. In passing upon the plans and specifications it has the right to take into consideration the suitability of the proposed structure, improvement or modification, the area upon which it is proposed to be constructed, and the degree of harmony with the entire Condominium. Neither the Association nor the Board shall have any liability for the approval or disapproval of any proposed installation, alteration or replacement. If the Board approves any modification or alteration application, any approval is subject to a recordable, written undertaking by the Co-owner acknowledging that installation, maintenance, repair, replacement and insuring of all the improvements are to be at the Co-owner's sole expense. The Board has the right to require a Co-owner