

First Amended Consolidated Master Deed

and

Condominium Bylaws

The following documents, including the insurance requirements (Condominium Bylaws, Article IV) and rental restrictions (Condominium Bylaws, Article VI), took effect upon recording on March 3, 2017.



**FIRST AMENDED CONSOLIDATED MASTER DEED**

**CHAPEL HILL CONDOMINIUM**

Chapel Hill Condominium Association, a Michigan non-profit corporation, whose address is 3350 Green Road, Ann Arbor, Michigan, being charged with the management and administration of Chapel Hill Condominium, a condominium project established pursuant to the Master Deeds dated September 22, 1969, and recorded September 26, 1969, In Liber 1303, Pages 228 through 266, inclusive, Washtenaw County Records and known as Washtenaw County Condominium Subdivision Plan No. 3, dated August 19, 1969, and recorded October 24, 1969 in Liber 1306, Pages 14 through 67, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 4, dated October 30, 1969, and recorded November 3, 1969, in Liber 1307, Pages 10 through 57, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 5 dated March 24, 1970, and recorded April 2, 1970, in Liber 1321, Pages 372 through 392, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 6 dated March 24, 1970, and recorded April 2, 1970, in Liber 1321, Pages 393 through 406, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 7 dated April 23, 1970, and recorded May 28, 1970, in Liber 1327, Pages 65 through 110, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 8 dated June 9, 1970, and recorded June 19, 1970, in Liber 1329, Pages 627 through 670, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 9 dated November 13, 1972, and recorded February 15, 1973, in Liber 1429, Pages 290 through 332, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 20 dated March 11, 1975, and recorded March 20, 1975, in Liber 1505, Pages 234 through 255, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 28 dated August 18, 1978, and recorded August 21, 1978, in Liber 1667, Pages 454 through 489, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 37, and known as Chapel Hill Condominium Replat No. 1 of Washtenaw County Condominium Subdivision Plans No. 3, 4, 5, 6, 7, 8, 9, 20, 28 and 37 dated June 17, 1992 and recorded June 25, 1992 in Liber 2643, Pages 330 through 645, Washtenaw County Records, and hereby amends said Consolidating Master Deeds of Chapel Hill Condominium, as amended, in its entirety, pursuant to the authority reserved in Article IX thereof and with the affirmative vote of more than two-thirds of the co-owners and mortgagees in Chapel Hill Condominium. Upon recording of this First Amended Consolidated Master Deed in the Office of the Washtenaw County Register of Deeds, said previously recorded Master Deeds, as amended, shall be superseded and replaced.

WITNESSETH:

WHEREAS, the Association is the administrator of certain real property located in the City of Ann Arbor, County of Washtenaw, Michigan, and more particularly described as follows:

Time Submitted for Recording  
Date 3/3/2017 Time 1:13 PM  
Lawrence Kestenbaum  
Washtenaw County Clerk/Register

A part of Section 14, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; more nearly described as beginning at a point, said point being distant S89x32'40"E 60.00 feet along the East and West line of said Section 14 and N00x05'10"E 486.28 feet along the East line of Green Road (100 feet wide) from the center of said Section 14; thence from said Point of Beginning along the following 4 courses being the East line of said Green Road (100 feet wide) N00x05'10"E 232.04 feet and 148.40 feet along the arc of a curve to the right, radius 1097.00 feet, central angle 07x45'04", a chord length 148.29 feet, chord bearing N03x57'42"E and N07x50'14"E 750 feet, and along the arc of a curve to the left 1296.81 feet, radius 1050.00 feet, central angle 70x45'49", chord length 1215.95 feet, chord bearing N27x32'42"W; thence the following 3 courses along the North section line of said Section 14 S89x28'40"E 392.76 feet to the N. 1/4 post of said section 14 and S89x26'40"E 645.22 feet; thence S89x15'18"E 235.23 feet; thence along the following two courses being the westerly right-of-way line of U.S. 23, 1602.88 feet along the arc of a curve to the right, radius 5626.58 feet, central angle 16x19'20", chord length 1597.47 feet; chord bearing south 13x09'21" and S02x44'40"E 643.08 feet; thence N89x32'40"W 1218.61 feet to the Point of Beginning.

WHEREAS, the Association desires by recording this First Amended Consolidating Master Deed, together with the Condominium By-Laws attached as Exhibit "A" and together with the Condominium Subdivision Plan attached as Exhibit "B" to the original Consolidating Master Deed (both of which are incorporated by reference), to reestablish the real property, together with all improvements and all appurtenances, as a Condominium under the provision of the Act.

NOW, THEREFORE, the Association does, upon recording, re-establish Chapel Hill Condominium as a Condominium under the Act and does declare that Chapel Hill Condominium (referred to as the "Condominium") shall, after such reestablishment, be held, conveyed, mortgaged, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this First Amended Master Deed and Exhibits "A" and "B", all of which shall be deemed to run with the land and shall be a burden and a benefit to the Association and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, personal representatives, and assigns. In furtherance of the reestablishment of said Condominium, it is provided as follows:

## **ARTICLE I**

### **DEFINITIONS**

Certain terms are used in this Master Deed and Exhibit "A" and "B" and are used in various other instruments such as the Articles of Incorporation and By-Laws, and Rules and Regulations of the Chapel Hill Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of or transfer of interests in Chapel Hill Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- (1) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- (2) "Association" means the non-profit corporation organized under Michigan law of which all co-owners shall be members. The corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable

by its Board of Directors unless specifically reserved to its members by the Condominium documents or the laws of the State of Michigan.

- (3) "Common Elements", where used without modification, shall mean both the general and limited common elements described in Article IV.
- (4) "Condominium By-Laws" means Exhibit "A", being the By-Laws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed, including the Corporate By-Laws of Chapel Hill Condominium Association, a Michigan nonprofit corporation.
- (5) "Condominium documents" wherever used means and includes this Master Deed and Exhibits "A" and "B", the Articles of Incorporation, and the Rules and Regulations, if any, of the Association.
- (6) "Condominium premises" means and includes the land and the buildings, all improvements and structures, and all easements, rights and appurtenances belonging to Chapel Hill Condominium as described above.
- (7) "Condominium" means Chapel Hill Condominium as a condominium established in conformity with the provisions of the Act.
- (8) "Condominium Subdivision Plan" means Exhibit "B" attached to the original Consolidating Master Deed.
- (9) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete Condominium Unit in Chapel Hill Condominium. Such space is described in Exhibit "B" attached to the original Consolidating Master Deed.
- (10) "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination who or which owns one or more Condominium Units in the Condominium. The term "owner", wherever used, shall be synonymous with the term "Co-owner." "Co-owner" shall also include a land contract purchaser, and both the land contract seller and purchaser shall have joint and several responsibility for assessments by the Association.
- (11) "Mortgage holder" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage lien on an individual Condominium Unit in Chapel Hill.
- (12) Whenever any reference is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where the same would be appropriate.

**ARTICLE II**

**TITLE OF CONDOMINIUM**

The Condominium shall be known as Chapel Hill Condominium, Replat No. 1 of Washtenaw County Condominium Subdivision Plans No. 3, 4, 5, 6, 7, 8, 9, 20, 28 and 37. The architectural plans for the Condominium were approved by the City of Ann Arbor, Washtenaw County, State of Michigan. The Condominium is reestablished in accordance with the Act.

**ARTICLE III**

**NATURE OF CONDOMINIUM**

- (1) The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area, and volume of each condominium unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" attached to the original Consolidating Master Deed. Each building contains individual Condominium Units for single family residential purposes and each Condominium Unit is capable of individual use because each has its own entrance from, and exit to, a common element of the Condominium.
- (2) Each co-owner in the Condominium shall have an exclusive right to his/her Condominium Unit and shall have undivided and inseparable rights to share with the other co-owners the common elements of the Condominium as are designated by this Master Deed.
- (3) No co-owner shall use his/her Condominium Unit or the common elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his/her Condominium Unit or the common elements.

**ARTICLE IV**

**COMMON ELEMENTS**

The common elements of the Condominium described in Exhibit "B" attached to the original Consolidating Master Deed attached to the original Consolidated Master Deed and the respective responsibilities for the insurance, maintenance, decoration, repair, or replacement thereof are as follows:

- (1) The general common elements (the common elements other than the "limited common" elements) are:
  - (a) The land described on page one above, including the community building, maintenance building, swimming pool, private roads, driveways, sidewalks, and all parking spaces;
  - (b) The electrical wiring network throughout the Condominium up to, but not including, the electric meter for each Condominium Unit, but excluding any portion of such network that is located within a Condominium Unit;

- (c) The gas line network throughout the Condominium up to, but not including, the gas meter for each Condominium Unit, but excluding any portion of such networks that are located within a Condominium Unit and also excluding any portion of such network that is located within a Condominium Unit;
  - (d) The telephone, telecommunication and television wiring networks throughout the Condominium up to, but excluding any portion of such networks that are located within a Condominium Unit and also excluding any commercial cable television network within the Condominium.
  - (e) The plumbing network throughout the Condominium, including that contained within Condominium Unit walls, up to the point of connection with the service leads to each individual Condominium Unit.
  - (f) The water distribution system, sanitary sewer system and storm drainage system, including sump pumps, throughout the general common elements of the Condominium, but excluding any portion of any of such networks that are located within a Condominium Unit;
  - (g) Foundations, supporting columns, unit perimeter walls (but not including windows, window screens and doors therein), roofs, ceilings, floor construction between Condominium Unit levels, basement floors, fences and chimneys;
  - (h) The community and recreational facilities as-built and as shown on Exhibit "B" attached to the original Consolidating Master Deed attached hereto;
  - (i) Such other elements of the Condominium not designated as general or limited common elements which are not enclosed within the boundaries of a Condominium Unit and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium;
  - (j) Some of the utility lines (including mains and service leads) and equipment described in Article IV, paragraphs (1)(b), (c), (d), (e) and (f) may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the co-owners' interest therein.
- (2) The limited common elements (a portion of the common elements reserved for the exclusive use of less than all of the co-owners) are:
- (a) Each individual porch, balcony, deck, or patio in the Condominium is restricted in use to the co-owner of the Condominium Unit which is served by such porch, balcony, deck, or patio as-built and as shown on Exhibit "B" attached to the original Consolidating Master Deed.
  - (b) Each individual air-conditioner and compressor, furnace and hot water heater shall be restricted in use to the co-owner of the Condominium Unit which is served by such equipment.

- (c) Fireplaces, the interior surfaces of Condominium Unit perimeter walls (including all windows, screens and doors), heating ducts, ceilings and floors contained within a Condominium Unit shall be subject to the exclusive use and enjoyment of the co-owner of such Condominium Unit.
- (3) The respective responsibilities for the insurance, maintenance, decoration, repair and replacement of the common elements are as follows:
- (a) The cost of insurance, maintenance, repair and replacement of the decks described in Article IV, paragraph (2)(a) and of the limited common elements described in Article IV, paragraph (2)(b) above, shall be borne by the Co-owner of the Condominium Unit to which such limited common elements respectively appertain.
  - (b) The cost of insurance, maintenance, repair and replacement of the doors, windows, window and door glass and screens shall be borne by the co-owner of the Condominium Unit in which such limited common elements are located. The Association may elect to undertake exterior cleaning of window glass.
  - (c) The cost of insurance, maintenance, repair, and replacement of all other general and limited common elements described above shall be borne by the Association unless such maintenance, repair and replacement is necessitated by Co-owner fault (which shall include actions by guests, agents, invitees, tenants, family members, or pets), in which case the Co-owner at fault shall bear such costs as exceed any insurance proceeds, including any deductible amount.
  - (d) The cost of maintaining, repairing and replacing the water heater, garage door opener, internal Condominium Unit plumbing, dishwasher, refrigerator, stove, oven, garbage disposal, heating and air conditioning equipment and duct work, lighting, and other items that are not common elements but which service a Condominium Unit whether or not they are within the Condominium Unit, shall be the sole responsibility of the Co-owner of the Condominium Unit.
  - (e) The individual Co-owners shall be responsible for the cost of the cleaning of, and snow removal from, their respective porches, patios, decks and balconies.
  - (f) In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he/she is responsible, the Association shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such limited common elements, at the expense of the Co-owner of the unit. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any Co-owner, shall be assessed against the Co-owner and shall be due and payable with his/her monthly assessment next falling due. Further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessment may be enforced by the use of all means available to the Association under the condominium documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- (1) Each Condominium Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of Chapel Hill Condominium Subdivision Plan of Chapel Hill Condominium as surveyed by Eugene F. Zeimet, P.E., and attached as Exhibit "B" to the original Consolidating Master Deed. Each Condominium Unit shall include: (1) with respect to each unit which contains a basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of units, all that space contained within the interior finished unpainted main walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit "B" attached to the original Consolidating Master Deed and delineated with heavy outlines. The dimensions shown on basement plans in Exhibit "B" attached to the original Consolidating Master Deed have been physically measured by Eugene F. Zeimet, P.E. In the event that the dimensions on the measured basement plan of any specific Condominium Unit differ from the dimensions on the typical basement plan for such Condominium Unit shown in Exhibit "B" attached to the original Consolidating Master Deed, then the typical upper plans for such Condominium Unit shall be deemed to be automatically changed for such specific Condominium Unit in the same manner and to the same extent as the measured basement plan. The architectural plans and specifications for the Condominium have been filed with the City of Ann Arbor.
- (2) The percentage of value initially assigned to each Condominium Unit is set forth in subparagraph (3) below. In accordance with established practices and procedures for Chapel Hill Condominium, the share of administrative expenses for each Condominium Unit shall be determined in accordance with the budget adopted for the 2016 fiscal year for the Association and shall continue at the established rate unless changed in accordance with future annual budgets adopted by the Association. Any future increase or decrease in the assessed administrative expenses for each Condominium Unit shall be expressed as a percentage change with reference to the amount assessed for the preceding fiscal year. The percentage of value assigned to each Condominium Unit shall be determinative of the proportionate share of each Condominium Unit in the common elements, proceeds and the value of each Condominium Unit's vote at Association meetings. The percentage of value assigned to each Condominium Unit is based upon the fraction of the square footage of floor space contained in said unit (as is set forth on Exhibit "B" attached to the original Consolidating Master Deed), not inclusive of the basement area, to the total (non-basement) square footage of floor space in all Condominium Units in the Condominium. The total value of the Condominium is 100%.
- (3) Set forth below are:
  - (a) Each Condominium Unit number as it appears on the Condominium Subdivision Plan (there are no units numbered 26-31 or 299);
  - (b) The street address of each Condominium Unit; and
  - (c) The percentage of value assigned to each Condominium Unit.



Unit No.	Address	% of Value	Unit No.	Address	% of Value
1	3315 Burbank Drive	.2582	53	3393 Burbank Drive	.2130
2	3317 Burbank Drive	.1905	54	3395 Burbank Drive	.1905
3	3319 Burbank Drive	.2261	55	3397 Burbank Drive	.1905
4	3318 Green Road	.2582	56	3399 Burbank Drive	.2130
5	3316 Green Road	.2261	57	3401 Burbank Drive	.2130
6	3314 Green Road	.2130	58	3425 Burbank Drive	.2006
7	3312 Green Road	.2130	59	3423 Burbank Drive	.2261
8	3310 Green Road	.2089	60	3421 Burbank Drive	.2261
9	3308 Green Road	.2582	61	3419 Burbank Drive	.2774
10	3306 Green Road	.2672	62	3417 Burbank Drive	.2261
11	3304 Green Road	.2672	63	3415 Burbank Drive	.2261
12	3302 Green Road	.2582	64	3413 Burbank Drive	.2261
13	3313 Burbank Drive	.2130	65	3411 Burbank Drive	.2774
14	3311 Burbank Drive	.2130	66	3409 Burbank Drive	.1905
15	3309 Burbank Drive	.1905	67	3407 Burbank Drive	.1905
16	3307 Burbank Drive	.2261	68	3405 Burbank Drive	.2130
17	3305 Burbank Drive	.2006	69	3403 Burbank Drive	.2130
18	3303 Burbank Drive	.2672	70	3441 Burbank Drive	.2582
19	3301 Burbank Drive	.2006	71	3439 Burbank Drive	.2261
20	3343 Burbank Drive	.2006	72	3437 Burbank Drive	.2582
21	3341 Burbank Drive	.2672	73	3435 Burbank Drive	.2261
22	3339 Burbank Drive	.2582	74	3433 Burbank Drive	.2582
23	3337 Burbank Drive	.2089	75	3431 Burbank Drive	.2261
24	3335 Burbank Drive	.2672	76	3429 Burbank Drive	.2006
25	3333 Burbank Drive	.2261	77	3463 Burbank Drive	.2672
32	3361 Burbank Drive	.2006	78	3461 Burbank Drive	.2672
33	3359 Burbank Drive	.2261	79	3459 Burbank Drive	.2261
34	3357 Burbank Drive	.2261	80	3457 Burbank Drive	.2582
35	3355 Burbank Drive	.2261	81	3455 Burbank Drive	.2089
36	3353 Burbank Drive	.2582	82	3453 Burbank Drive	.2582
37	3351 Burbank Drive	.2261	83	3451 Burbank Drive	.2261
38	3349 Burbank Drive	.2006	84	3449 Burbank Drive	.2582
39	3375 Burbank Drive	.2006	85	3447 Burbank Drive	.2672
40	3373 Burbank Drive	.2261	86	3445 Burbank Drive	.2672
41	3371 Burbank Drive	.2261	87	3443 Burbank Drive	.2582
42	3369 Burbank Drive	.2774	88	3469 Burbank Drive	.2582
43	3367 Burbank Drive	.2261	89	3471 Burbank Drive	.2261
44	3365 Burbank Drive	.2261	90	3473 Burbank Drive	.2582
45	3363 Burbank Drive	.2582	91	3475 Burbank Drive	.2261
46	3379 Burbank Drive	.2130	92	3477 Burbank Drive	.2130
47	3381 Burbank Drive	.2130	93	3479 Burbank Drive	.2130
48	3383 Burbank Drive	.1905	94	3481 Burbank Drive	.2089

Unit No.	Address	% of Value	Unit No.	Address	% of Value
49	3385 Burbank Drive	.1905	95	3483 Burbank Drive	.2130
50	3387 Burbank Drive	.1905	96	3485 Burbank Drive	.2130
51	3389 Burbank Drive	.1905	97	3487 Burbank Drive	.2261
52	3391 Burbank Drive	.2130	98	3489 Burbank Drive	.2582
99	3491 Burbank Drive	.2582	145	3593 Burbank Drive	.2130
100	3493 Burbank Drive	.2089	146	3591 Burbank Drive	.2672
101	3495 Burbank Drive	.2582	147	3589 Burbank Drive	.2672
102	3497 Burbank Drive	.2261	148	3587 Burbank Drive	.2261
103	3499 Burbank Drive	.2582	149	3585 Burbank Drive	.2582
104	3501 Burbank Drive	.2089	150	3605 Burbank Drive	.2582
105	3503 Burbank Drive	.2672	151	3607 Burbank Drive	.2089
106	3505 Burbank Drive	.2672	152	3609 Burbank Drive	.2130
107	3507 Burbank Drive	.2582	153	3611 Burbank Drive	.2261
108	3509 Burbank Drive	.2261	154	3613 Burbank Drive	.2582
109	3527 Burbank Drive	.2582	155	3615 Burbank Drive	.2672
110	3525 Burbank Drive	.2089	156	3617 Burbank Drive	.2672
111	3523 Burbank Drive	.2672	157	3619 Burbank Drive	.2582
112	3521 Burbank Drive	.2582	158	3621 Burbank Drive	.2006
113	3519 Burbank Drive	.2261	159	3320 Burbank Drive	.2582
114	3517 Burbank Drive	.2130	160	3318 Burbank Drive	.2152
115	3515 Burbank Drive	.2672	161	3314 Burbank Drive	.1580
116	3543 Burbank Drive	.2582	162	3316 Burbank Drive	.1629
117	3541 Burbank Drive	.2672	163	3312 Burbank Drive	.2672
118	3539 Burbank Drive	.2672	164	3310 Burbank Drive	.2582
119	3537 Burbank Drive	.2582	165	3272 Bolgos Circle	.2582
120	3535 Burbank Drive	.2261	166	3274 Bolgos Circle	.2089
121	3533 Burbank Drive	.2261	167	3276 Bolgos Circle	.2582
122	3531 Burbank Drive	.2582	168	3278 Bolgos Circle	.2672
123	3555 Burbank Drive	.2582	169	3280 Bolgos Circle	.2582
124	3553 Burbank Drive	.2672	170	3270 Bolgos Circle	.2582
125	3551 Burbank Drive	.2672	171	3268 Bolgos Circle	.2261
126	3549 Burbank Drive	.2130	172	3266 Bolgos Circle	.2582
127	3547 Burbank Drive	.2089	173	3264 Bolgos Circle	.2152
128	3545 Burbank Drive	.2582	174	3260 Bolgos Circle	.1580
129	3579 Burbank Drive	.2582	175	3262 Bolgos Circle	.1629
130	3577 Burbank Drive	.2672	176	3258 Bolgos Circle	.2582
131	3575 Burbank Drive	.2672	177	3244 Bolgos Circle	.2582
132	3573 Burbank Drive	.2672	178	3246 Bolgos Circle	.1580
133	3571 Burbank Drive	.2261	179	3248 Bolgos Circle	.1629
134	3569 Burbank Drive	.2582	180	3250 Bolgos Circle	.2152
135	3567 Burbank Drive	.2672	181	3252 Bolgos Circle	.2582
136	3565 Burbank Drive	.2672	182	3254 Bolgos Circle	.2261
137	3563 Burbank Drive	.2582	183	3256 Bolgos Circle	.2582
138	3561 Burbank Drive	.2261	184	3242 Bolgos Circle	.2582
139	3559 Burbank Drive	.2582	185	3240 Bolgos Circle	.2089
140	3603 Burbank Drive	.2582	186	3238 Bolgos Circle	.2152
141	3601 Burbank Drive	.2089	187	3234 Bolgos Circle	.1580

Unit No.	Address	% of Value	Unit No.	Address	% of Value
142	3599 Burbank Drive	.2130	188	3236 Bolgos Circle	.1629
143	3597 Burbank Drive	.2261	189	3232 Bolgos Circle	.2006
144	3595 Burbank Drive	.2130	190	3230 Bolgos Circle	.2006
191	3228 Bolgos Circle	.2089	237	3123 Bolgos Circle	.2582
192	3226 Bolgos Circle	.2582	238	3121 Bolgos Circle	.2261
193	3224 Bolgos Circle	.2152	239	3119 Bolgos Circle	.1580
194	3220 Bolgos Circle	.1580	240	3117 Bolgos Circle	.1629
195	3222 Bolgos Circle	.1629	241	3115 Bolgos Circle	.2152
196	3218 Bolgos Circle	.2152	242	3113 Bolgos Circle	.2582
197	3216 Bolgos Circle	.2130	243	3013 Bolgos Circle	.2582
198	3214 Bolgos Circle	.2130	244	3015 Bolgos Circle	.2261
199	3198 Bolgos Circle	.2582	245	3017 Bolgos Circle	.2672
200	3200 Bolgos Circle	.2089	246	3019 Bolgos Circle	.2672
201	3202 Bolgos Circle	.2672	247	3021 Bolgos Circle	.2582
202	3204 Bolgos Circle	.1580	248	3001 Bolgos Circle	.2006
203	3206 Bolgos Circle	.1629	249	3003 Bolgos Circle	.2672
204	3208 Bolgos Circle	.2152	250	3005 Bolgos Circle	.2672
205	3210 Bolgos Circle	.2261	251	3007 Bolgos Circle	.2582
206	3212 Bolgos Circle	.2582	252	3009 Bolgos Circle	.2089
207	3299 Bolgos Circle	.2006	253	3011 Bolgos Circle	.2582
208	3297 Bolgos Circle	.2261	254	3100 Bolgos Circle	.2261
209	3293 Bolgos Circle	.1580	255	3102 Bolgos Circle	.2416
210	3295 Bolgos Circle	.1629	256	3104 Bolgos Circle	.2416
211	3291 Bolgos Circle	.2152	257	3106 Bolgos Circle	.2416
212	3289 Bolgos Circle	.2582	258	3108 Bolgos Circle	.2453
213	3277 Bolgos Circle	.2582	259	3110 Bolgos Circle	.2453
214	3279 Bolgos Circle	.2261	260	3112 Bolgos Circle	.2416
215	3281 Bolgos Circle	.1580	261	3114 Bolgos Circle	.2416
216	3283 Bolgos Circle	.1629	262	3116 Bolgos Circle	.2416
217	3285 Bolgos Circle	.2152	263	3118 Bolgos Circle	.2453
218	3287 Bolgos Circle	.2582	264	3120 Bolgos Circle	.2453
219	3275 Bolgos Circle	.2582	265	3122 Bolgos Circle	.2416
220	3273 Bolgos Circle	.2089	266	3124 Bolgos Circle	.2416
221	3271 Bolgos Circle	.2582	267	3126 Bolgos Circle	.2416
222	3269 Bolgos Circle	.2261	268	3128 Bolgos Circle	.2453
223	3267 Bolgos Circle	.2582	269	3136 Bolgos Circle	.2617
224	3265 Bolgos Circle	.2582	270	3138 Bolgos Circle	.2617
225	3263 Bolgos Circle	.2089	271	3140 Bolgos Circle	.2261
226	3261 Bolgos Circle	.2152	272	3142 Bolgos Circle	.2672
227	3257 Bolgos Circle	.1580	273	3144 Bolgos Circle	.2006
228	3259 Bolgos Circle	.1629	274	3146 Bolgos Circle	.2006
229	3255 Bolgos Circle	.2089	275	3148 Bolgos Circle	.2130
230	3253 Bolgos Circle	.2582	276	3150 Bolgos Circle	.2130
231	3125 Bolgos Circle	.2130	277	3152 Bolgos Circle	.2089
232	3127 Bolgos Circle	.2130	278	3154 Bolgos Circle	.2582
233	3129 Bolgos Circle	.2672	279	3156 Bolgos Circle	.2672
234	3131 Bolgos Circle	.2672	280	3158 Bolgos Circle	.2672

Unit No.	Address	% of Value	Unit No.	Address	% of Value
235	3133 Bolgos Circle	.2672	281	3160 Bolgos Circle	.2261
236	3135 Bolgos Circle	.2582	282	3162 Bolgos Circle	.2582
283	3164 Bolgos Circle	.2672	330	3008 Bolgos Circle	.2416
284	3166 Bolgos Circle	.2582	331	3006 Bolgos Circle	.2416
285	3174 Bolgos Circle	.2582	332	3004 Bolgos Circle	.2416
286	3176 Bolgos Circle	.2089	333	3002 Bolgos Circle	.2453
287	3178 Bolgos Circle	.2582	334	3340 Burbank Drive	.2453
288	3180 Bolgos Circle	.2672	335	3342 Burbank Drive	.2416
289	3182 Bolgos Circle	.2672	336	3344 Burbank Drive	.2416
290	3184 Bolgos Circle	.2582	337	3346 Burbank Drive	.2416
291	3186 Bolgos Circle	.2130	338	3348 Burbank Drive	.2416
292	3188 Bolgos Circle	.2130	339	3350 Burbank Drive	.2453
293	3190 Bolgos Circle	.2006	340	3354 Burbank Drive	.2453
294	3321 Burbank Drive	.2582	341	3356 Burbank Drive	.2416
295	3323 Burbank Drive	.1905	342	3358 Burbank Drive	.2416
296	3325 Burbank Drive	.2130	343	3360 Burbank Drive	.2416
297	3327 Burbank Drive	.2261	344	3362 Burbank Drive	.2453
298	3329 Burbank Drive	.2006	345	3366 Burbank Drive	.2453
300	3018 Bolgos Circle	.2453	346	3368 Burbank Drive	.2416
301	3020 Bolgos Circle	.2453	347	3370 Burbank Drive	.2416
302	3022 Bolgos Circle	.2453	348	3372 Burbank Drive	.2416
303	3024 Bolgos Circle	.2416	349	3374 Burbank Drive	.2453
304	3026 Bolgos Circle	.2416	350	3378 Burbank Drive	.2453
305	3028 Bolgos Circle	.2416	351	3380 Burbank Drive	.2416
306	3030 Bolgos Circle	.2416	352	3382 Burbank Drive	.2416
307	3032 Bolgos Circle	.2453	353	3384 Burbank Drive	.2453
308	3034 Bolgos Circle	.2453	354	3388 Burbank Drive	.2453
309	3036 Bolgos Circle	.2453	355	3390 Burbank Drive	.2416
310	3042 Bolgos Circle	.2453	356	3392 Burbank Drive	.2416
311	3044 Bolgos Circle	.2416	357	3394 Burbank Drive	.2416
312	3046 Bolgos Circle	.2416	358	3396 Burbank Drive	.2453
313	3048 Bolgos Circle	.2416	359	3400 Burbank Drive	.2453
314	3050 Bolgos Circle	.2416	360	3402 Burbank Drive	.2453
315	3052 Bolgos Circle	.2453	361	3404 Burbank Drive	.2453
316	3060 Bolgos Circle	.2453	362	3406 Burbank Drive	.2416
317	3062 Bolgos Circle	.2416	363	3408 Burbank Drive	.2416
318	3064 Bolgos Circle	.2416	364	3410 Burbank Drive	.2416
319	3066 Bolgos Circle	.2416	365	3412 Burbank Drive	.2453
320	3068 Bolgos Circle	.2453	366	3416 Burbank Drive	.2453
321	3086 Bolgos Circle	.2453	367	3418 Burbank Drive	.2416
322	3084 Bolgos Circle	.2416	368	3420 Burbank Drive	.2416
323	3082 Bolgos Circle	.2416	369	3422 Burbank Drive	.2416
324	3080 Bolgos Circle	.2416	370	3424 Burbank Drive	.2416
325	3078 Bolgos Circle	.2416	371	3426 Burbank Drive	.2453
326	3076 Bolgos Circle	.2416	372	3430 Burbank Drive	.2453
327	3074 Bolgos Circle	.2453	373	3432 Burbank Drive	.2416
328	3012 Bolgos Circle	.2453	374	3434 Burbank Drive	.2416

Unit No.	Address	% of Value	Unit No.	Address	% of Value
329	3010 Bolgos Circle	.2416	375	3436 Burbank Drive	.2416
376	3438 Burbank Drive	.2416	405	3508 Burbank Drive	.2416
377	3440 Burbank Drive	.2453	406	3510 Burbank Drive	.2416
378	3444 Burbank Drive	.2453	407	3512 Burbank Drive	.2453
379	3446 Burbank Drive	.2416	408	3516 Burbank Drive	.2453
380	3448 Burbank Drive	.2416	409	3518 Burbank Drive	.2416
381	3450 Burbank Drive	.2416	410	3520 Burbank Drive	.2416
382	3452 Burbank Drive	.2453	411	3522 Burbank Drive	.2416
383	3456 Burbank Drive	.2453	412	3524 Burbank Drive	.2453
384	3458 Burbank Drive	.2416	413	3528 Burbank Drive	.2453
385	3460 Burbank Drive	.2416	414	3530 Burbank Drive	.2416
386	3462 Burbank Drive	.2453	415	3532 Burbank Drive	.2416
387	3466 Burbank Drive	.2453	416	3534 Burbank Drive	.2416
388	3468 Burbank Drive	.2416	417	3536 Burbank Drive	.2453
389	3470 Burbank Drive	.2416	418	3542 Burbank Drive	.2453
390	3472 Burbank Drive	.2416	419	3544 Burbank Drive	.2416
391	3474 Burbank Drive	.2453	420	3546 Burbank Drive	.2416
392	3478 Burbank Drive	.2453	421	3548 Burbank Drive	.2416
393	3480 Burbank Drive	.2416	422	3550 Burbank Drive	.2453
394	3482 Burbank Drive	.2416	423	3554 Burbank Drive	.2453
395	3484 Burbank Drive	.2453	424	3556 Burbank Drive	.2416
396	3486 Burbank Drive	.2453	425	3558 Burbank Drive	.2416
397	3488 Burbank Drive	.2416	426	3560 Burbank Drive	.2416
398	3490 Burbank Drive	.2416	427	3562 Burbank Drive	.2453
399	3492 Burbank Drive	.2416	428	3566 Burbank Drive	.2453
400	3494 Burbank Drive	.2416	429	3568 Burbank Drive	.2416
401	3496 Burbank Drive	.2453	430	3570 Burbank Drive	.2416
402	3502 Burbank Drive	.2453	431	3572 Burbank Drive	.2416
403	3504 Burbank Drive	.2416	432	3574 Burbank Drive	.2453
404	3506 Burbank Drive	.2416			

## ARTICLE VI

### DAMAGE TO CONDOMINIUM

In the event the Condominium is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the Condominium By-Laws attached as Exhibit "A".

## ARTICLE VII

### EASEMENTS

In the event any portion of a Condominium Unit or common element encroaches upon another Condominium Unit or common element due to shifting, settling or moving of a building, or due to survey errors

or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists. Maintenance easements shall exist to, through and over those portions of the land, structures, buildings, improvements, floors, and walls (including interior Condominium Unit floors and walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium as originally constructed and for interior access to water shut-off valves that provide water to the common elements. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Condominium for utility, roadway or safety purposes.

## **ARTICLE VIII**

### **AMENDMENT OR TERMINATION**

Except as provided in preceding paragraphs, the Condominium shall not be terminated or any of the provisions of this First Amended Consolidated Master Deed or attached Exhibits amended unless done in compliance with the following provisions:

- (1) The Association may (acting through a majority of its Board of Directors and without the consent of any co-owner or any other person) amend this First Amended Consolidated Master Deed and the plans attached as Exhibit "B" to the original Consolidating Master Deed in order to correct survey or other errors made in such documents. Further, the Board of Directors may make such other amendments to the documents and to the By-Laws attached as Exhibit "A" for a proper purpose as long as they do not materially affect any rights of any co-owners in the Condominium or impair the security of any mortgage holder. This includes, but is not limited to, amendments for the purpose of maintaining this First Amended Consolidated Master Deed in compliance with the Act and of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan.
- (2) The Condominium may be terminated only by the agreement of eighty percent (80%) of the co-owners of the Condominium Units and the mortgage holders of two-thirds (2/3) of the first mortgages governing the Condominium Units.
- (3) Agreement of the required majority of co-owners and mortgage holders to the termination of the Condominium shall be evidenced by their execution or ratification of the termination agreement, and the termination shall become affective only when the agreement is so evidenced of record.
- (4) Upon recordation of an instrument terminating the Condominium, the property constituting the Condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or their heirs, successors or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted the Condominium Unit.

the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Act.

- (6) The Condominium documents may be amended for a proper purpose, other than as set forth above, even if the amendment will materially alter or change the rights of the Co-owners, mortgage holders or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgage holders (based upon one (1) vote for each mortgage owned) and Co-owners of the individual condominium units. A Co-owner's Condominium Unit dimensions or appurtenant, limited common elements may not be modified without the consent of the Co-owner and his/her mortgage holder.
- (7) A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-owners, the costs of which become administrative expense
- (8) A Master Deed amendment of units or other physical characteristics of the Condominium shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the Condominium.

CHAPEL HILL CONDOMINIUM ASSOCIATION  
A Michigan non-profit corporation,

BY: Michael A. Mixer  
Michael A. Mixer, President

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF WAYNE        )

The foregoing First Amended Consolidated Master Deed Chapel Hill Condominium was acknowledged before me, a notary public, on the 3rd day of March, 2017, by Michael A. Mixer, known to me to be the President of Chapel Hill Condominium Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing instrument was duly approved by affirmative vote of the co-owners of the Association and that he has executed this First Amended Consolidated Master Deed Chapel Hill Condominium as his own free act and deed on behalf of the Association.

Darcy L. McCool  
Darcy L. McCool, Notary Public  
State of Michigan, County of Wayne  
My commission expires: 03/19/2023  
Acting in the County of Wayne

**DRAFTED BY AND WHEN  
RECORDED RETURN TO:**  
✓ EDWARD J. ZELMANSKI (P30530)  
ZELMANSKI, DANNER & FIORITTO, PLLC  
44670 ANN ARBOR RD., STE. 170  
PLYMOUTH, MI 48170  
(734) 459-0062

**EXHIBIT A**  
**CONDOMINIUM BYLAWS**  
**CHAPEL HILL CONDOMINIUM**

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

Section 1. CHAPEL HILL CONDOMINIUM, a residential condominium project located in the City of Ann Arbor, County of Washtenaw and State of Michigan shall be administered by an association of Co-owners which shall be a non-profit corporation, hereinafter called the “Association”, organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, the duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Condominium Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.
- (b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Condominium Unit in the Condominium.
- (c) Except as limited in these Bylaws, each Condominium Unit which is current in the payment of assessments shall be entitled to one vote, when voting by number and one vote, the value of which shall equal the total of the percentage of value allocated to the Condominium Unit as set forth in Article V of the Master Deed, when voting by value.



Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

- (d) No Condominium Unit shall be entitled to a vote at any meeting of the Association until evidence of ownership of a Condominium Unit in the Condominium has been presented to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the Co-owner for voting purposes.
- (e) The Co-owner(s) of each Condominium Unit shall file a written notice with the Association designating the individual Condominium Unit representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner(s). Such notice shall state the name and address of the Condominium Unit representative designated, the number(s) of the Condominium Unit(s) owned by the Co-owner, and the name and address of the Co-owner(s). A Co-owner may consent to the receipt of any notices or communications required hereunder by providing an email address. Such notice shall be signed and dated by the Co-owner. The Condominium Unit representative designated may be changed by the Co-owner(s) at any time by filing a new notice in the manner herein provided.
- (f) The vote of each Condominium Unit may only be cast by the Condominium Unit representative designated by unit's Co-owner(s) in the notice required in sub-paragraph (e) above or by a proxy given by such individual representative.
- (g) Each Co-owner shall notify the Association in writing of the name and address of the mortgage holder for the unit, as well as when there is no longer a mortgage on the unit.
- (h) There shall be an annual meeting of the members of the Association. Notice of time, place and subject matter of all annual shall be given to each Co-owner by mail or delivery to each individual Condominium Unit representative designated by the respective Co-owners, at least ten (10) days, but not more than sixty (60) days in advance of the meeting.
- (i) The presence in person or by proxy of thirty-five (35%) percent in number and in value of the qualified voters shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically set forth herein to require a greater quorum. A written vote furnished at or prior to any duly called meeting at which the voter is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Votes may be cast in person or by proxy or by a writing duly signed by the designated Condominium Unit representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the

Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

- (j) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may be required to be one or both in number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

Other provisions as to voting by members not inconsistent with the above provisions herein contained may be set forth in these Bylaws.

Section 3. The Association shall keep current copies of the approved Master Deed, all amendments to the Master Deed and other Condominium documents for the Condominium and detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and other expenses incurred by or on behalf of the Association and the Co-owners. Such Condominium documents shall be available during reasonable working hours for inspection by Co-owners, prospective purchasers and their mortgage holders of Condominium Units in the Condominium. Such accounts shall be open for inspection during reasonable working hours. The books, records and financial statements of the Association shall be independently audited or reviewed by a certified public accountant on an annual basis. The cost of such professional accounting assistance shall be an expense of administration. Income, expenses and position statements shall be prepared at least once annually and distributed to each Co-owner, the contents of which shall be defined by the Association. Any institutional holder of a first mortgage lien on any Condominium Unit in the Condominium shall be entitled, upon request, to inspect the books and records of the Condominium during normal business hours and to receive the annual audited financial statement of the Condominium referred to above within ninety (90) days following the end of the fiscal year thereof. If an audited statement is not available, any holder of a first mortgage on a Condominium Unit in the Condominium shall be allowed to have an audited statement prepared at its own expense.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation, must be members of the Association and must reside within the Association on a full time basis. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided in Article XV and XVI below.

- (a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing duties imposed by these Bylaws,

or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (1) To manage and administer the affairs and maintenance of the Condominium and the common elements.
- (2) To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association to enforce assessments through liens and foreclosure proceedings when appropriate and to impose late charges for nonpayment of said assessments.
- (3) To carry insurance and collect and allocate the proceeds.
- (4) To rebuild improvements to the common elements after casualty.
- (5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (6) To acquire, maintain and improve, and to buy, sell, convey, assign, mortgage or lease any real or personal property (including any Condominium Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Condominium Unit in the Condominium for use by a resident manager.
- (7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of Association business, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of fifty (50%) percent of all of the members of the Association in number and in value.
- (8) To make reasonable rules and regulations governing the use and enjoyment of the Condominium by Co-owners and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges or instituting eviction or legal proceedings.
- (9) To enforce the provisions of the Condominium Documents.

- (10) To make rules and regulations and/or enter into agreements with institutional lenders, the purposes of which are to enable obtaining mortgage loans by Condominium Unit Co-owners which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, Federal National Mortgage Association and/or any other agency of the Federal government or the State of Michigan.
  - (11) To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.
  - (12) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium documents required to be performed by the Board.
  - (13) To assert, defend or settle claims on behalf of all Co-owners in connection with the common elements of the Condominium. The Board shall provide at least a ten (10) day written notice to all Co-owners on actions proposed by the Board with regard thereto.
  - (14) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Bylaws or by the Michigan Condominium Act, as amended.
- (b) The Board of Directors shall employ for the Association a professional management agent, at reasonable compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium documents required to be performed by or have the approval of the Board of Directors or the members of the Association. Any agreement or contract for professional management of the Condominium shall provide that such management contract may be terminated by either party without cause or payment of a termination fee on thirty (30) days' written notice and that term thereof shall not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

Section 5. These Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium documents and not inconsistent

therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all Co-owners in number and value.

Section 6. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his/her duties; provided, however, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Ten (10) days' written notice of any proposed action by the Association to indemnify an officer or director shall be given to all Co-owners. Where no judicial determination as to indemnification of the officer or director has been made, an opinion of independent legal counsel as to the propriety of indemnification shall be obtained if a majority of the Co-owners vote to procure such opinion.

## **ARTICLE II.**

### **ASSESSMENTS**

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as administrative expenses.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Public Act 59 of 1978, as amended, and all sums received as proceeds of or pursuant to any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or in connection with the common elements or the administration of the Condominium shall be receipts of administration.

Section 3. Assessments shall be determined in accordance with the following provisions:

- (a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. An

adequate reserve fund for maintenance, major repair and replacement of those common elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular condominium, the Board of Directors should carefully analyze the Condominium to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time. In the event of such a determination, the Board of Directors may establish such greater or other reserves without Co-owner approval. Upon adoption of the annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established. The delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, maintenance and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not to exceed \$100,000.00 annually for the entire Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the Superseding Consolidated Master Deed), or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article I, Section 4. The discretionary authority to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association, and shall not be enforceable by any creditors of the Association or of the members.

- (b) Other special assessments may be made by the Board of Directors from time to time and approved by the Co-owners to meet other needs or requirements of the Association, including, but not limited to, (1) assessments for additions to the common elements of a cost exceeding \$100,000.00 annually for the Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the Superseding Consolidated Master Deed), (2) assessments to purchase a Condominium Unit upon foreclosure of the lien for assessments described in Section 6 below, or (3) assessments for any other appropriate purpose not elsewhere described. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of at least fifty percent (50%) of all Co-owners in value and in number. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members and shall not be enforceable by any creditors of the Association or of the members.

Section 4. In accordance with established practices and procedures for Chapel Hill Condominium, the share of administrative expenses for each Condominium Unit has been determined in accordance with the budget adopted for the 2016 fiscal year for the Association and shall continue at the established rate unless changed in accordance with future annual budgets adopted by the Association. Any future increase or decrease in the assessed administrative expenses for each Condominium Unit shall be expressed as a percentage change with reference to the amount assessed for the preceding fiscal year. This does not change any Co-owner rights to the use of limited common elements appurtenant to a Condominium Unit or for any improvements made to it. An alternate method of calculating the share of administrative expenses for each Condominium Unit may be adopted if a majority of the Board of Directors votes to do so in advance of establishing the budget for the following fiscal year.

- (a) Any other unusual common expenses benefiting less than all of the units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium, or their tenants or invitees, shall be specifically assessed against the Condominium Unit or Units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association.
- (b) Annual assessments determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a Condominium Unit or with acquisition of title to a Condominium Unit by any other means.
- (c) The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date. If a delinquency occurs, the Board of Directors may accelerate the due date of the balance of the unpaid annual assessment.
- (d) Assessments in default may bear interest at the rate of seven percent (7%) per annum until paid in full. Late charges may be levied for each month where a Co-owner is delinquent in an amount established in rules promulgated from time to time by the Board of Directors.
- (e) Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to the Condominium Unit which may be levied while the Co-owner is the owner thereof. A purchaser of a Condominium Unit shall acquire the Condominium Unit subject to any unpaid assessments against it and shall become personally liable therefor. A Co-owner selling a Condominium Unit shall not be entitled to any refund whatsoever from the Association with respect to any account, reserve or other asset of the Association.

Section 5. Co-owners may not exempt themselves from liability for their contribution toward administrative expenses by waiver of use or enjoyment of any of the common elements or by the abandonment of their Condominium Units.

Section 6. In addition to any other remedies available to it, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement.

- (a) The provisions of Michigan law pertaining to foreclosure of mortgages by court action and by advertisement, 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 obligations of the parties to such actions.
- (b) Each Co-owner in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Condominium Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan.
- (c) The Co-owner of a Condominium Unit in the Condominium acknowledges that at the time of acquiring title to such Condominium Unit he/she was notified of the provisions of this section.
- (d) Neither a court foreclosure action nor a lawsuit for money judgment shall be commenced, or any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by ordinary mail addressed to the delinquent Co-owner at his/her last known address and/or to the representative designated in the written notice required by Article I 2(e) to be filed with the Association, of a written notice that one or more installments of the annual assessment levied against the pertinent Condominium Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing.
- (e) The written notice shall be accompanied by an affidavit of an authorized representative of the Association that sets forth (i) the representative's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding, (iv) the legal description of the subject unit, and (v) the name(s) of the Co-owner(s) of record.
- (f) The affidavit shall be recorded at the Register of Deeds of Washtenaw County prior to the commencement of any foreclosure proceeding. It need not have been recorded as of the date of mailing.
- (g) If the delinquency is not cured within ten (10) days, the Association may take remedial action which it elects or is permitted under Michigan law. If the Association elects to foreclose the lien by advertisement, the Association shall notify the representative that he/she may request a court hearing by bringing suit against the Association.



- (h) The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien shall be charged to the Co-owner in default and shall be secured by the lien on his/her unit.
- (i) In the event that a Co-owner defaults on any installment of the annual assessment the Association shall have the right to declare all unpaid installments of the annual assessment for the fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon ten (10) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general common elements of the Condominium, except as shall be necessary for purposes of ingress to and egress from his/her unit, and shall not be entitled to vote at any meeting of the Association, shall not be eligible to serve as a member of the Board of Directors, and his/her percentage of value shall not be taken into consideration when determining the quorum requirements for such meetings, so long as such default continued.
- (j) In a court foreclosure action, a receiver may be appointed to collect a reasonable rental for the Condominium Unit from the Co-owner or any persons claiming under him/her and, if the is not occupied, to lease the Condominium Unit and collect and apply the rental therefrom to any delinquency owed to the Association.
- (k) All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

Section 7. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price, or by the purchasers before any other assessments or charges except the following:

- (a) Amounts due the State, or any subdivision of the State, or any municipality for taxes and special assessments due and unpaid on the Condominium Unit.
- (b) Payments due under a first mortgage which has priority.
- (c) A purchaser/grantee is entitled to a written statement from the association setting forth the amount of unpaid assessments against the seller/grantor. The purchaser/grantee is not liable for, nor is the Condominium Unit conveyed subject to a lien for any unpaid assessments against the seller/grantor for more than the amount set forth in the written statement. As provided in the Act, unless the purchaser/grantee requests a written statement from the Association at least five (5) days before the sale, the purchaser/grantee shall be liable for unpaid assessments against the Condominium Unit with interest, costs and actual attorney fees incurred in the collection.

Section 8. Unpaid sums assessed to a Co-owner by the Association constitute a lien upon the units in the Condominium owned by the Co-owner at the time of the assessment superior to

other liens except tax liens on the Condominium Unit in favor of any State or Federal taxing authority and sums paid on a first mortgage of record. However, past due assessments which are evidenced by a notice of lien, recorded according to the Act, have priority over a subsequently recorded first mortgage. The lien upon each Condominium Unit owned by a Co-owner shall be in the amount assessed against the unit, plus a proportionate share of the total of all other unpaid assessment due on 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 court action or by advertisement by the Association in the name of the Condominium on behalf of the other Co-owners.

Section 9. Special assessments and property taxes shall be assessed against the individual Condominium Units identified as units on the Condominium Subdivision Plan and not on the total property of the Condominium. Special assessments and property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual Condominium Unit. Condominium Units shall be described for such purposes by reference to the Condominium Unit number on the Condominium Subdivision Plan together with the liber and page of the county records in which the approved Master Deed is recorded. Assessments for subsequent real property improvements to a specific Condominium Unit shall be assessed to that Condominium Unit description only. For property tax and special assessment purposes, each Condominium Unit shall be treated as a separate single unit of real property and shall not be combined with any other unit(s), and no assessment of any fractional part shall be made, nor shall any division or split of the assessment or taxes of any single Condominium Unit be made notwithstanding separate or common ownership.

Section 10. A construction lien concerning a condominium arising under Act No. 497 of the Public Acts of 1980, being Section 570.1101 to 570.1305 of the Michigan Compiled Laws, is subject to the following limitations:

- (a) Except as otherwise provided in this section, a construction lien for an improvement furnished to a Condominium Unit or to a limited common element shall attach only to the Condominium Unit to which the improvement was furnished.
- (b) A construction lien for an improvement authorized by the Association shall attach to each Condominium Unit only the proportional extent that the Co-owner of the Condominium Unit is required to contribute to the expenses of the administration, as provided by the Condominium documents.
- (c) A construction lien shall not arise or attach to a Condominium Unit for work performed on the common elements if the work was not contracted for by the Association.

Section 11. Any Co-owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Condominium documents, shall be charged by the Board of Directors for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

**ARTICLE III.**  
**ARBITRATION**

Section 1. Disputes, claims or grievances arising out of or relating to the interpretation or application of the Condominium documents or the management agreement, if any, or any disputes, claims or grievances arising among or between Co-owners or between Co-owners and the Association or with a management company shall, upon the election and written consent of the parties involved, including the Association, be submitted to arbitration. The parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to any such arbitration.

Section 2. In the absence of the decision and written consent of the parties to abide by arbitration, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

**ARTICLE IV.**  
**INSURANCE**

Section 1. The Association shall carry "all risk" property coverage and liability insurance, fidelity coverage and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements and Condominium Units of the Condominium. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- (a) All such insurance shall be purchased by the Association for the benefit of the Association, Co-owners and their mortgage holders, as their interest may appear. Provision shall be made for certificates to be issued to the mortgage holders of Co-owners. Each Co-owner shall obtain additional insurance coverage in form HO-6 or its equivalent at his/her own expense on the unit. Such Co-owner insurance shall include coverage for personal property located within the Condominium Unit or elsewhere in the Condominium, for improvements and betterments to the Condominium Unit and for alternative living expenses in event of fire or other catastrophe. This shall include insurance on limited common elements, including windows, screens and doors appurtenant to the Condominium Unit. Each Co-owner shall provide proof of current coverage upon demand by the Association. The Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against

any Co-owner or the Association, and such insurance shall contain a severability or interest endorsement.

- (b) All common elements and Condominium Units of the Condominium shall be insured against “all risks” of loss in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also extend to the unpainted surface of interior walls within any Condominium Unit and include the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment and trim within a Condominium Unit which were furnished with the Condominium Unit as standard items in accordance with the plans and specifications (or such replacements as do not exceed the cost of such standard items). Any improvement made by a Co-owner within a Condominium Unit shall be covered by insurance obtained by and at the expense of the Co-owner; provided, however, that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association shall be assessed and borne solely by the Co-owner and collected as a part of or in addition to the assessments against the Co-owner under Article II.
- (c) All premiums for insurance purchased by the Association pursuant to the Bylaws shall be administrative expenses and collected as a part of or in addition to the assessments against said Co-owner under Article II.
- (d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their mortgage holders, as their interests may appear. However, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of that loss shall be applied to its repair or reconstruction. In no event shall hazard insurance proceeds be used for any other purpose unless two-thirds (2/3) of all of the institutional holders of first mortgages on units in the Condominium have given their prior written consent.
- (e) On any claim of the above-mentioned policies which is subject to a deductible amount, the deductible amount shall be paid by the Co-owner of the Condominium Unit which is damaged or which Condominium Unit has appurtenant to it the damaged limited common element. In the event that more than one Condominium Unit is damaged, the deductible amount shall be apportioned between and paid by the Co-owners of units which are damaged or which units have appurtenant to them the damaged limited common element, based upon a fraction, the numerator of which is the dollar amount of the damage done to a particular unit, and the denominator of which is the total dollar amount of damage done to all units from one specific incident. If the damage is to a limited common element appurtenant to more than one unit, then the appurtenant units

based upon a fraction, the numerator of which is the percentage of value assigned to a particular unit, and the denominator of which is the sum of the percentages of value assigned to the units appurtenant to the damaged limited common element. In the case of damage to a general common element, the deductible shall be paid by the Association in proportion to the damage incurred.

Section 2. Each Co-owner of a Condominium Unit in the Condominium shall be deemed to appoint the Association as his/her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of property insurance, liability insurance, fidelity coverage, workers' compensation insurance, if applicable, with the insurance company for the Condominium. The Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds, and to distribute the same to the Association, the Co-owners and their respective mortgage holders, as their interests may appear (subject always to the Condominium documents), to execute releases of liability and to execute all documents and do all things on behalf of the Co-owner and the Condominium as shall be necessary or convenient to accomplish the foregoing.

## **ARTICLE V.**

### **RECONSTRUCTION OR REPAIR IN THE EVENT OF CASUALTY**

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

- (a) If the damaged property is a common element or Condominium Unit, the property shall be rebuilt or repaired if any Condominium Unit in the Condominium is tenantable, unless it is determined by a vote of two-thirds (2/3) of the Co-owners and holders of first mortgage liens in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Condominium Unit in the Condominium has given its prior written approval of such termination.
- (b) If the Condominium is so damaged that no Condominium Unit is tenantable, and if each institutional holder of a first mortgage lien on any Condominium Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless two-thirds (2/3) or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a Condominium Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. In the event that a Co-owner does not commence making repairs as required within 30 days of the occurrence of the damage and diligently pursue such repairs to completion, the Board of Directors may make such repairs. The costs thereof shall constitute an additional assessment against such Co-owner due and enforceable as provided in these Bylaws for other assessments.

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his/her Condominium Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior non-load-bearing walls (but not any common elements therein), walls contained wholly within the unit, and pipes, wires, conduits, and ducts therein (after connection with fixtures), interior trim, furniture, light fixtures, and all appliances and equipment, whether freestanding or built-in. Damage to interior wall within a Co-owner's Condominium Unit or to pipes, wires, conduits, ducts, or other common elements therein is covered by insurance held by the Association, and the reconstruction or repair shall be the responsibility of the Association in accordance with Section 8. However, any deductible amount is to be paid by the Co-owner to whom the damage occurred. If any other interior portion of a Condominium Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be responsible for the deductible amount, if any, and shall be entitled to receive the proceeds of insurance relative to it. If there is a mortgage endorsement, the proceeds shall be payable to the Co-owner and the mortgage holder jointly. In the event of substantial damage to or destruction of any Condominium Unit or any part of the common elements, the Association shall promptly notify each institutional holder of a first mortgage lien on any Condominium Unit in the Condominium. The Association shall have a lien for any funds advanced on behalf of any Co-owner.

Section 5. Every Co-owner shall perform promptly all maintenance and repair work within his/her own unit, which, if omitted, would affect the common elements or another unit(s), each Co-owner being expressly responsible for the damages consequently resulting for such omission. Repairs of installations within a unit such as telephone, heating and cooling systems, water, sewer and plumbing systems, doors, lamps and all other accessories, including water faucets, tanks and fixtures, but excluding water meters, shall be an expense of the Co-owner. Each Co-owner shall reimburse the Association for any expense incurred in repairing or replacing any common elements damaged through the fault of the Co-owner.

Section 6. A Co-owner who desires to make a repair or structural modification of his/her Condominium Unit shall first obtain written consent from the Association. The Association shall not give its consent if such repair or modification might jeopardize or impair the structural soundness, safety, utility, or harmonious appearance of the Condominium.

Section 7. Any person designated by the Association shall have access to each Condominium Unit as necessary during reasonable hours and upon notice to the occupant thereof for maintenance, repair or replacement of any of the common elements therein or accessible

therefrom, and shall have access to each Condominium Unit without notice for making emergency repairs necessary to prevent damage to other Condominium Units or the common elements, or both.

Section 8. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to a Condominium Unit caused by such common elements or the reconstruction, repair or maintenance thereof. The Association's responsibility for such incidental damage shall not exceed \$500.00 per occurrence. An adequate reserve fund for replacements, reconstruction and repair of the common elements must be established and must be funded by regular monthly payments rather than by special assessments. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace 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 required reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Any excess proceeds of insurance shall belong to the Association.

Section 9. Section 133 of the Act and the following provisions shall control upon taking by eminent domain:

- (a) In the event of any taking of an entire Condominium Unit by eminent domain, the Co-owner and his/her mortgage holder, as their interest may appear, shall be entitled to receive the award for such taking and, after acceptance, shall be divested of all interest in the Condominium with regard to such unit. In the event that any condemnation award shall become payable to any Co-owner whose Condominium Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such Co-owner. If only a part of any Condominium Unit is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such Condominium Unit to the owner and his/her mortgage holder, as their interests may appear.
- (b) If there is any taking of any portion of the Condominium other than any Condominium Unit, the condemnation proceeds relative to such taking shall be paid to the Association, and the affirmative vote of at least two-thirds (2/3) of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Co-owners and their mortgage holders, as their respective interests may appear, in accordance with their respective percentages of value set forth in Article V of the Mater Deed.

- (c) In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly and, if any Condominium Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an office of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner.
- (d) In the event any Condominium Unit in the Condominium or any portion thereof, or the common elements or any portion thereof, is made the subject matter of 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 in the Condominium, provided that the name and address of each has been provided to the Association.
- (e) If portions of a Condominium Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the condominium not taken. The undivided interest for each Condominium Unit in the common elements shall be reduced in proportion to the diminution in the fair market value of the Condominium Unit resulting from the taking. The portions of undivided interest in the common elements divested from the Co-owners of a Condominium Unit shall be reallocated among the other Condominium Units in the Condominium in proportion to its undivided interest as reduced by the court. The court shall enter a decree reflecting the reallocation of undivided interests, and the award shall include just compensation to the Co-owner of the Condominium Unit partially taken for that portion of the undivided interest in the common elements divested from the Co-owner and not revested in the Co-owner pursuant to subsection (f), as well as for that portion of the Condominium Unit taken by eminent domain.
- (f) If the taking of a Condominium Unit makes it impractical to use the remaining portion of the Condominium Unit for a lawful purpose permitted by the Condominium documents, then the entire undivided interest in the common elements appertaining to that Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of the Condominium Unit shall thenceforth be a common element. The court shall enter an order reflecting the resulting reallocation of undivided interest, and the award shall include just compensation to the Co-owner of the Condominium Unit for the Co-owner's entire undivided interest in the common elements and for the entire Condominium Unit.
- (g) Votes in the Association and liability for future administrative expenses appertaining to a Condominium Unit taken or partially taken by eminent domain shall thenceforth



appertain to the remaining Condominium Units, being allocated to them in proportion to the relative voting strength in the Association. A Condominium Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interest in the common elements.

Section 10. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of common elements, and any negotiated settlement approved by at least two-thirds (2/3) of the Co-owners based upon assigned voting rights shall be binding on all Co-owners.

## **ARTICLE VI. RESTRICTIONS**

Section 1. No Condominium Unit shall be used for any purpose other than residential use.

- (a) Residential Use; Limitation on Condominium Unit Ownership. No Condominium Unit shall be used for any commercial, manufacturing, industrial or business purposes that create any nuisances or liability exposures, such as, but not limited to, customer/client/patient visits, noise, traffic or parking congestion, odors, vibrations or anything else that might detract from the peaceful and residential character of Chapel Hill. Subject to the foregoing and all other applicable restrictions, home offices are not necessarily forbidden. Timesharing and interval ownership is prohibited. No co-owner may own more than five units at any time. An individual may not circumvent this restriction by holding title or any beneficial interest in multiple units in the Condominium through the use of a separate legal entity or entities. Any individual who has any interest (ownership or otherwise) in any legal entity that owns Units in the Condominium shall be deemed to be the “Co-owner” of any and all such entity owned units for purposes of this Section. Any Co-owner that owns more than five units at the time that these Bylaws are adopted shall be exempt from the application of the five unit ownership cap contained in this section as long as title to that group of units is maintained. No additional units may be acquired in excess of the five unit ownership cap on account of this exemption.
  
- (b) No more than four (4) persons may continuously occupy any unit described as a two-bedroom unit, and no more than six (6) persons may continuously occupy any Condominium Unit described as a three-bedroom Condominium Unit in the Master Deed. Continuous occupancy shall mean occupancy for more than thirty (30) nights in any calendar year.

Section 2. Renting or Leasing a Condominium Unit

- (a) No Condominium Unit shall be occupied as a “Rental Unit” (as that term is defined below), no rooms in a Condominium Unit may be rented and no tenant shall be

permitted to occupy except under a lease, the initial term of which is at least six (6) months and which has been approved in writing by the Association in advance of the tenant's occupancy.

(b) A Condominium Unit shall be deemed to be a "Rental Unit" for purposes of these restrictions if:

1. The Condominium Unit or any portion of the Condominium Unit is occupied under a rental agreement or lease with the Co-owner's consent for an agreed upon consideration, or
2. The Condominium Unit is occupied by persons other than an owner of public record, a spouse of an owner of public record, or a person related within two degrees of consanguinity of an owner of public record, except a Condominium Unit owned by a trustee, in trust, which is occupied by the trustee or a beneficiary of the trust, or a Condominium Unit owned by a limited liability company or partnership which is occupied by a member of the limited liability company or a partner of the partnership. A Condominium Unit owned by any other legal entity shall be deemed a "Rental Unit."

(c) Rental Cap. No Co-owner shall be permitted to rent or lease a Condominium Unit if as a result of the rental or lease the total number of Rental Units in the Condominium would exceed 130 units.

(d) Any Condominium Unit owned by a Co-owner at the time that these Bylaws are adopted shall be exempt from the application of the rental cap stated above for as long as that Co-owner maintains ownership of that Unit. The exemption for that Condominium Unit shall expire upon the first sale or transfer of the Unit.

(e) Board's Authority to Allow Temporary Leasing: If the proposed rental would result in more than 130 units being rental units, the Board of Directors may approve the temporary leasing or rental of the proposed Condominium Unit for a period of time not to exceed one year if one of the following circumstances is documented in a written request to the Board of Directors:

3. The Co-owner needs to relocate because of a job transfer more than fifty miles from the current job location;
4. The Co-owner has died and the Co-owner's personal representative or trustee desires to lease or rent the Condominium Unit during the administration of the estate or trust of the deceased Co-owner;

5. The Co-owner has been called to active duty in the armed forces of the United States;
  6. The Co-owner has been transferred to an extended care medical facility; or
  7. Other objectively verifiable hardship of the Co-owner.
- (f) A Co-owner desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee, and at the same time shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium documents.
- (g) Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium documents, and all leases and rental agreements shall so state and shall be in writing.
- (h) If the Association determines that the tenant or non-Co-owner occupant failed to comply with the conditions of the Condominium documents, the Association shall take the following action:
1. The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.
  2. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
  3. If, after fifteen days, the Association believes that the alleged breach is not cured or may be repeated, the Association may institute on its behalf an action for both eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium documents.
  4. The relief set forth in this section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the general common elements caused by the Co-owner or tenant in connection with the Condominium Unit or Condominium.
- (i) When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement, and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the arrearage and

future assessments as they fall due and pay them to the Association. The deduction shall not be a breach of the rental agreement or lease by the tenant. Any tenant failing to make such payments after receiving written notice from the Association shall become personally liable for their payment to the Association.

Section 3. No Co-owner shall make alterations in exterior appearance or make structural modifications to his/her Condominium Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express advance written approval of the Board of Directors, including (but not limited to) exterior painting or the installation of antennas, lights, aerials, awnings, windows, doors, shutters, or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound-conditioning provisions. Over-the-air reception devices including but not limited to satellite dish antennas shall not be attached or installed upon any General Common Element roof; such devices shall not be attached or installed upon any other General Common Element without the advance written permission of the Board of Directors. Over-the-air reception devices such as satellite dish antennas may be installed within Units or Limited Common Elements in accordance with the rules and regulations of the Federal Communications Commission. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility, or harmonious appearance of the Condominium.

The foregoing is subject to the applicable provisions of the Michigan Condominium Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Condominium Unit for persons with disabilities under the circumstances provided for in the Act at MCL 559.147a, as amended from time to time.

Section 4. No noxious, unlawful or offensive activity shall be carried on in any Condominium Unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Condominium Unit or on the common elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his/her Condominium Unit or on the common elements anything that will increase the rate of insurance on the Condominium, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition, whether approved or not by the Association.

Section 5. Co-owner Maintenance: Each Co-owner shall maintain the Condominium Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall have the following duties and shall be fully liable for any and all expenses or damages which may result from any failure to perform any of these duties:

- (a) to maintain his/her Condominium Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean

and sanitary condition, including but not limited to caulking tubs and shower enclosures, grouting all tile work, replacing any leaking fixture and appliance.

- (b) to use due care to avoid damaging any of the Common Elements, other Units or their appurtenances, contents and improvements including, but not limited to, the telephone, water, plumbing, electrical or other utility conduits and systems and any other elements in any Condominium Unit which are appurtenant to or which may affect any other Unit.
- (c) to maintain heat inside the Condominium Unit so as to prevent pipes from freezing.
- (d) to winterize (close water valves, shut off ice-makers) the Condominium Unit during all periods of absence when freezing temperatures may reasonably be anticipated.
- (e) to ensure that the Condominium Unit is monitored during all periods of absence to assure that all windows and doors are securely closed and locked, that no water is escaping from any pipe or fixture or appliance and that that adequate heat is being maintained.
- (g) to adequately insure the Condominium Unit in accordance with Article IV.

Section 6. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 7. Each Co-owner shall have the responsibility to report to the Association any Common Element in or about their Condominium Unit which has been damaged or which is otherwise in need of maintenance, repair or replacement and any other circumstances which if not promptly reported and attended to, could result in loss or damage to any Common Element or unit. All damages resulting from the failure of the Co-owner to report any of the foregoing items may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 8. Each Co-owner shall have these responsibilities and liabilities regardless of whether they occupy the Condominium Unit or the Condominium Unit is occupied by their tenant, guest, etc.

Section 9. Co-owners may keep no more than two dogs, or two cats, or one dog and one cat. No other animals shall be maintained by any Co-owner unless specifically approved in writing by the Association.

- (a) No animal may be kept or bred for any commercial purpose, and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor

or unsanitary conditions. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Condominium Unit or on the common elements.

- (b) No dog houses or unattended tethering of dogs shall be permitted on the general common elements. No animal may be permitted to run loose at any time upon the common elements, and any animal shall at all times be attended by a responsible person while on the common elements, limited or general. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission.
- (c) Deposits of fecal matter shall be made only in those areas specifically designated for such purpose by the Association or the Association may require that each Co-owner be responsible for the collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner.
- (d) The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provide in Article II of these Bylaws in the event that the Association determines such assessments necessary to defray the maintenance cost to the Association of accommodating within the Condominium.
- (e) The Association may, without liability to the owner, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this section.
- (f) The Association shall have the right to require that any pets be registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 10. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property, or trash or refuse of any kind, except in enclosed garages or as otherwise provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in designated areas at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods as may reasonably necessary to permit periodic trash collection. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may be only washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by any Co-

owner, either in his/her Condominium Unit or upon the common elements, which spoils the appearance of the Condominium.

Section 11. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches, hallways, stairs, and lobbies shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the common elements. Use of any recreational facility in the Condominium by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations. Specific play areas may be set aside for children.

Section 12. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than motor vehicles used for personal transportation and automobiles may be parked or stored upon the premises of the Condominium unless stored fully enclosed within a garage or parked in an area specifically designated therefor by the Association. No inoperative vehicles of any type may be brought or stored upon the Condominium premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. All automobiles shall be parked overnight in marked parking spaces on the common elements. In the event that there arises a shortage of parking spaces due to maintenance of more than two cars by a number of Co-owners, the Association may allocate or assign parking spaces from time to time on an equitable basis. Maintenance of more than two cars by the occupants of any one Condominium Unit shall be prohibited, except with the revocable written approval of the Association in the event space is reasonably available. Co-owners shall, if the Association requires, register with the Association all cars maintained on the Condominium premises.

Section 13. No Co-owner shall use or permit the use by any occupant, agent, employee, invitee, guest, or family member of any firearms, air rifles, pellet guns, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 14. No signs or other advertising devices shall be displayed which are visible from the exterior of the Condominium Unit or on the common elements, including "for sale" signs, without written permission from the Association.

Section 15. Reasonable regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use and enjoyment of the Condominium Units and common elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners.

Section 16. The Association or its duly authorized agents shall have access to each Condominium Unit during reasonable working hours and upon notice to the Co-owner as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each Condominium Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another Condominium Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his/her Condominium Unit during all periods of absence and, in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage caused to his/her Condominium Unit or for repair or replacement of any doors or windows damaged in gaining such access.

Section 17. No Co-owner shall perform any landscaping or plant trees, shrubs or flowers or place any ornamental materials upon the common elements except in such Co-owner's patio area appurtenant solely to his/her Condominium Unit wherein landscaping and ornamentation shall be installed and maintained by the Co-owner with the approval of materials and design by the Association.

Section 18. Use of motorized vehicles anywhere on the condominium premises other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in Section 8 is prohibited. The Board of Directors may, by duly adopted regulations, make reasonable exceptions to this section.

Section 19. No unsightly condition shall be maintained on any balcony or patio or any other place which is visible from the street or other common elements, and only furniture and equipment consistent with ordinary balcony or patio use shall be permitted to remain there during seasons when balconies or patios are reasonably in use, and no furniture or equipment of any kind shall be stored on balconies or patios during seasons when balconies or patios are not reasonably in use.

## **ARTICLE VII.**

### **MORTGAGES**

Section 1. Any Co-owner who mortgages his/her Condominium Unit shall notify the Association of the name and address of the mortgage holder. The Association shall maintain such information in a book entitled "Mortgage of Units". At the written request of the mortgage holder, which provides its name and address, and the Condominium Unit number or address of the Condominium Unit on which it has a mortgage, the Association shall give written notification to the mortgage holder of any default by the Co-owner of such Condominium Unit which is not cured within sixty (60) days.



Section 2. Upon written request, the Association shall notify each mortgage holder appearing in said book of the name of each company insuring the Condominium against fire, perils covered by “all risk” property coverage, fidelity coverage, public liability, and vandalism and malicious mischief, and the amount of such coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. The Association shall give written notification to each mortgage holder at least thirty (30) days prior to the effective date of any material change in the Master Deed or Bylaws.

Section 4. Any mortgage holder which acquires title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any “right of first refusal” contained in the Condominium documents and shall be free to sell or lease such Condominium Unit without regard to any such provision, although no such provision exists at the present time.

Section 5. Whenever a notice requirement appears in these Bylaws for the benefit of a mortgage holder which requires a response in support of or against a proposal submitted by the Association, the mortgage holder shall respond within thirty (30) days of receipt of said notice or the lack of response shall be deemed as approval of the proposal, provided the notice was delivered by certified mail, with a “return receipt” requested.

Section 6. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Condominium Unit in the Condominium shall be entitled to receive written notice of all meetings of Association members and to designate a representative to attend all such meetings.

Section 7. Notwithstanding any other provisions of the Condominium documents, the holder of any first mortgage covering any Condominium Unit in the Condominium which comes into possession of the Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Condominium Unit which accrued prior to the time such holder acquires title to the Condominium Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments of charges to all units, including the mortgage Condominium Unit).

Section 8. The Association shall give the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and all other mortgage holders of record notice (c/o Servicer at Servicer’s address) in writing of (a) any loss to or the taking of the common elements and related facilities of the Condominium if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00), or (b) damage to a Condominium Unit covered by a mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any other mortgage holder if such damage exceeds One Thousand Dollars (\$1,000.00). This section shall apply only if the Federal Home Loan Mortgage Corporation, the

Federal National Mortgage Association or any other mortgage holders hold a mortgage on a Condominium Unit in the Condominium and has given notice of this ownership to the Association.

Section 9. Nothing contained in the Condominium documents shall be construed to give a Condominium Unit owner or any other party priority over any rights of first mortgage holders of Condominium Units pursuant to their mortgages in cases of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or taking of Condominium Units and/or common elements.

## **ARTICLE VIII.**

### **AMENDMENTS**

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the Condominium Unit representatives in person or by instrument in writing signed by them. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 2. These Bylaws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of Co-owners, mortgage holders or other interested parties, and to keep these Bylaws in compliance with the Act.

Section 3. These Bylaws may be amended by the Association, at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of two-thirds (2/3) of all Condominium Unit representatives in number and in value. Such amendment must be approved by two-thirds (2/3) of all first mortgage holders if the proposed amendment would result in:

- (a) Termination of the condominium project.
- (b) A change in the method or formula used to terminate the percentage of value assigned to a Condominium Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Condominium Unit, its appurtenant limited common elements, or the general common elements from the association of Co-owners in the Condominium Unit subject to the mortgagee's mortgage.
- (d) Elimination of a requirement for the association of Co-owners to maintain insurance on the project as a whole or a Condominium Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from

the association of Co-owners to the Condominium Unit subject to the mortgagee's mortgage.

- (e) The modification or elimination of an easement benefiting the Condominium Unit subject to the mortgagee's mortgage.
- (f) The partial or complete modification, imposition, or removal of leasing restrictions for Condominium Units in the condominium project.
- (g) Amendments requiring the consent of all affected mortgagees under section 90(4) of the Act.

A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Unit representatives, the costs of which are administrative expenses.

Section 4. A copy of each amendment to these Bylaws shall be recorded in the Office of the Washtenaw County Register of Deeds and shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such person actually received a copy of the amendment.

## **ARTICLE IX.**

### **COMPLIANCE**

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

## **ARTICLE X.**

### **DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the First Amended Consolidated Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

## **ARTICLE XI.**

### **REMEDIES FOR DEFAULT**

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

- (a) Failure to comply with any of the terms or provisions of the Condominium documents shall be grounds for relief, which may include, without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessments, or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) In any proceedings arising because of alleged default by a Co-owner, the Association, if successful, may recover the costs of enforcement and such actual and reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court. No Co-owner shall be entitled to recover attorneys' fees or costs against the Association in a proceeding.
- (c) The violation of any of the provisions of the Condominium documents shall also give the Association or its duly authorized agents the right to enter upon the common elements, limited or general, or into any Condominium Unit where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.
- (d) The violation of any of the provisions of the Condominium documents by any Co-owner shall be grounds for assessments by the Board of Directors of monetary fines for such violation. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice given to all Co-owners in the same manner as prescribed in these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner as prescribed in these Bylaws after an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. Fines shall be assessed in amounts and according to the periodicity adopted by the Board of Directors therefore in duly adopted Regulations. Such Regulations shall take effect thirty (30) days after notice is given to the Co-owners of the adoption by the Board.

- (e) A Co-owner may maintain an action against the Association and its officers and Directors to compel these persons to enforce the terms and provisions of the Condominium documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium documents or the Michigan Condominium Act.
- (f) The failure of the Association or of any Co-owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant, or condition in the future.
- (g) All rights, remedies and privileges granted to the Association and its Co-owner(s) by the aforesaid Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of any one. This shall not preclude any party from exercising other additional rights, remedies or privileges as may be available by law.

## **ARTICLE XII.**

### **SEVERABILITY**

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

## **ARTICLE XIII.**

### **VOTING, MAJORITY OF REGISTERED CO-OWNERS, QUORUM, PROXIES**

Section 1. Voting shall be on a percentage basis and the percentage of the vote to which each Unit is entitled is the percentage of value assigned to the unit(s) in the Master Deed.

Section 2. As used in these Bylaws, the term “majority of registered Co-owners” shall mean those registered Condominium Unit representatives holding more than fifty percent (50%) in value and in number of their share of the total property in accordance with the percentage allocated in each Condominium Unit in the Master Deed.

Section 3. The presence in person or by proxy of a “majority of registered Co-owners” as defined Section 2 of this Article shall constitute a quorum. Written ballots received by the time

designated by the Board shall be counted toward the 50% quorum. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 4. Votes may be cast by the Condominium Unit representative in person, by proxy or by a written ballot signed by the designated Condominium Unit representative. Proxies must be filed with the Secretary before the appointed time of each meeting.

## **ARTICLE XIV**

### **MEETINGS**

Section 1. Association Responsibilities. The registered Co-owners of the units will constitute the Association of Co-owners (hereinafter referred to as “Association”) who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. A simple majority in value of those voting in person or by proxy shall be sufficient for the transaction of all business of the Association, except on those matters where a greater vote is required by these Bylaws or by statute.

Section 2. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. An Annual meeting of the Association shall be held each year. The annual budget as approved by the Board of Directors shall be presented at the annual meeting. The presentation of such annual budget shall not preclude the Board of Directors from increasing the general assessment or levying additional assessments to cover unexpected expenses of the Association.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners when requested in writing by three (3) members of the Board of Directors or upon a petition signed by twenty-five percent (25%) of the Co-owners of the Association. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least seven (7) days prior to such meeting. The mailing or e-mailing of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article I, Section (e), of the Condominium Bylaws shall be deemed notice service.

Section 6. Adjourned Meetings. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Co-owners of units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

Section 8. Voting at all elections shall be by secret ballot, unless a nomination is made by acclamation.

## **ARTICLE XV**

### **BOARD OF DIRECTORS**

Section 1. Eligibility; Compensation Prohibited. The affairs of the Association shall be governed by a Board of Directors comprising nine persons all of whom must be members and current residents of the Association, except that officers, partners, trustees, employees or agents of members that are legal entities and not individual persons may serve as directors, if current residents and elected. Directors shall serve without compensation, whether by salary, stipend or otherwise except that they may be reimbursed for their out of pocket expenses incurred in the performance of their duties. No candidate for election or appointment to the Board of Directors shall be eligible if delinquent in the payment of any sum of money owed to the Association. Only one person per Condominium Unit shall be eligible to serve as a Director notwithstanding the fact that the Condominium Unit is jointly owned by two or more persons or entities. If a member is a partnership then only a partner thereof shall be qualified and eligible to serve as a director. If a member is a corporation, then only a shareholder or a director thereof shall be qualified and eligible

to serve as a director. If a member is a trust then only a trustee or beneficiary of the trust shall be qualified and eligible to serve.

Section 2. Powers and Duties. The Board of Directors shall maintain, manage and administer the affairs, the real estate and other property of the Association. It shall also, from time to time, make and adopt such reasonable regulations respecting the use and enjoyment of the units, the common elements, including the community facilities of the Condominium, as are necessary for the maintenance and control of same.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent at compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may also employ such persons as are necessary for the maintenance and operation of the Condominium, including the community facilities.

Section 4. Election and Term of Office. The term of office of all directors shall be fixed for three (3) years, with three (3) directors running for election each year. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 5. Vacancies. Any vacancy in any Board of Directors caused by any reason, other than the removal of a director by a vote of the members of the Association, shall be filled by vote of the majority of remaining directors, even though they may constitute less than a quorum. Each person so elected shall be director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his/her predecessor, or until his/her term would otherwise terminate.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the Co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held on the regular scheduled meeting date in January, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone, e-mail, text message or other at least five (5) days prior to the date named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally, by mail, telephone, e-mail, text message, or telegraph, which notice shall state the time and place and purpose of the



meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be also deemed a waiver of notice by him/her of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds or equivalent dishonesty insurance. The premiums on such bonds or insurance shall be expenses of administration.

## **ARTICLE XVI**

### **OFFICERS**

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, who shall be members of the Board of Directors, a Secretary, and a Treasurer. The directors may also appoint such other Assistant Treasurers and Assistant Secretaries as in their judgment may be necessary. Any two offices except that of President and Vice President, may be held by one person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his/her successor elected at any regular meeting of the Board of Directors, or at any special meetings of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/she shall have all of the general powers and duties, which are usually vested in the office of President of an

Association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he/she shall have charge of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all the duties incident to the Office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate amounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Other Duties and Powers. The officers shall have such other duties, powers, and responsibilities as shall, from time to time, be authorized by the Board of Directors.