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**FIRST AMENDMENT TO MASTER DEED OF
MILLIANIGAN, A RESIDENTIAL SITE CONDOMINIUM**

(Act 59, Public Acts of 1978, as amended)

MILLIANIGAN, INC, a Michigan Corporation, of 68716 Twilight Street, Edwardsburg, Michigan, the Developer of Millianigan, a residential site condominium established pursuant to Master Deed, dated October 2, 2014 and recorded October 15, 2014 in Liber 1081, pages 1 through 41, inclusive, Cass County Records, hereby amends and restates said Master Deed pursuant is rights to amend under Section 9 of the Master Deed and Section 12 of the Condominium Bylaws.

Whereas this amendment has been reviewed and approved by a minimum of two-thirds of the unit owners of Millianigan; and

Whereas the following amendments to the Master Deed are submitted as follows:

The Condominium Bylaws to the Master Deed of Millianigan in the entirety are hereby deleted and replaced with the Condominium Bylaws attached hereto as Exhibit A.

In all other respects, the provisions of the Master Deed of Millianigan, dated October 2, 2014, and recorded in the Office of the Register of Deeds for Cass County, Michigan, as Condominium Subdivision Plan No. 27, are hereby ratified and confirmed, except as modified by this First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Master Deed the 7th day of ~~July~~ ^{August}, A.D. 2015.

MILLIANIGAN, INC.

BY: William J. Francis

Its: Representative

(Notary Certification)

STATE OF INDIANA)
) SS
COUNTY OF ELKHART)

On this 7TH day of ~~July~~ ^{August}, A.D. 2015, before me a Notary Public in and for said County, personally appeared WILLIAM J FRANCIS to me personally known, who, being by me duly sworn, did say that he is the Representative of MILLIANIGAN, INC. the Corporation named in the foregoing instrument, and that said instrument was signed on behalf of said Corporation by authority of its Members; and said WILLIAM J FRANCIS acknowledged said instrument to be the free act and deed of said Company.



Jessica Williams
JESSICA WILLIAMS, Notary Public
County, ELKHART
My Commission expires: 3-23, 2023

Prepared by:
MICHAEL M. BELL, Esq. (P65999)
Howard & Howard
450 W. Fourth Street
Royal Oak, MI 48067

Exhibit: A

MILLIANIGAN CONDOMINIUM BYLAWS

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CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Millianigan is a residential site condominium project located in Ontwa Township, Cass County, Michigan, being developed in a single phase, to comprise a maximum of 15 sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners

organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each unit will be entitled to one vote, which shall be cast by its legal owner. All votes shall be in person or done by Proxy. The simple majority vote tally will govern for matters unless otherwise noted in these Bylaws.

2.3 Eligibility to Vote. No Owner will be entitled to vote at any meeting of the Association until the Owner has been formally approved as a member by the Association. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit.

2.4 Designation of Representative and Voting. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and

the name and address of the person or persons, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit. Only the Designated Owner and/or their spouse may attend Association meetings.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting and the agenda items designated for that meeting and any adjournment and must be filed with the Association's Secretary before the appointed time of the meeting either by standard mail or via email.

2.6 Majority. At any meeting of members at which a quorum is present, 51 percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

Section 3. MEETINGS AND QUORUM

3.1 Annual Meeting of Members. Annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.2 Quorum of Members. The presence in person or by proxy of 50 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors (the Board of

Directors) to be elected in the manner described in these Bylaws or the Association Bylaws.

4.2 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- a. care, upkeep, and maintenance of the Common Elements for general use and safety;
- b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;
- c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;
- d. opening bank accounts, borrowing money with 67% of membership's approval, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes;
- e. obtaining insurance for the Common Elements and The Board (D&O Policy), the premiums of which shall be an expense of administration;
- f. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners;
- g. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- h. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association;

i. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act.

j. mitigate, levy fines, file liens, take legal or other corrective actions commensurate with Member's violations of these By Laws and/or the Master Deed.

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of the Bylaws) is as follows:

a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

b. All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the

responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements only, as provided by MCL 559.205. The fund shall be established in the minimum amount described in these By Laws and shall, to the extent possible, be maintained at \$5000.00 level or 25% percent of the current annual budget of the Association on a noncumulative basis whichever is greater. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the needs of the Association from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed. A construction lien for work authorized by the Association and not paid for from the Association's bank account or through a special assessment shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association.

4.7 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws.

4.8 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Association shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

a. Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget as approved by a majority of the Owners at our annual Labor Day meeting or a special budget meeting called in the Fall by the Board. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

b. Budget Process. The budget shall be derived by and divided into two (2) separate but unified categories of Essential and Non-Essential spending. Some Essential spending examples are: utilities, legal, snow plowing, etc. (these examples are not exhaustive). Essential spending items will be determined by the board and will not need Membership approval as they are Essential to the operation of the Association. Non-Essential spending items will be made up of capital improvement projects, equipment, material and appurtenance purchases and services that are not considered Essential to the operation of the Association. Each Non-Essential spending item will be voted on either individually or as part of a larger group and will need Membership approval to be included in the fiscal year budget. Approval of Non-Essential items

in the amount of less than \$3000.00 will require a simple majority; items more than \$3000.00 will require a 2/3 approval of Membership. Non-Essential items must be submitted to or be originated by the committee chairpersons that have spending functions (at the current time that includes the Building & Grounds and Social Committees). If the committee chairperson feels the spending request is valid it shall be submitted to the Treasurer to be included with the proposed budget for the approval process.

c. Budget Adjustments. If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

d. Special Assessments. The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit to cover expenses of administration shall be apportioned equally

among and paid equally. Unless the Board elects some other periodic payment schedule, annual assessments for dues to cover budgeted expenses will be payable by Owners on January 1st and May 1st. Payments must be made in full by the 15th of the above month due date or it will be considered late and in default. Assessments that are in default will be subject to a fine of \$50.00 each month that the Unit is in violation.

5.4 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. Legal Remedies. In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. Sale of Unit. On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee

shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

c. Self-Help. The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to a Owner in default under any of the provisions of the Condominium Documents on seven days written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

d. Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Association Property. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be

required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project, if applicable. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, and the mortgagees as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the [residence / building] and all other improvements constructed or located within the perimeters of the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium site, for personal liability for occurrences within the Owner's Unit and for alternative [living / operating] expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

b. **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to the the Units themselves, or any improvements located within the Units.

c. **Owners Liability.** An owner's liability provision on a policy with minimum limits determined by The Board and naming the Association as additionally insured will be required by all members. This will be required since all members and their guests have use and access to Common Areas and Limited Common Areas.

d. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising

out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements or Common Area. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, or the Association, which rights are waived.

e. Power of Attorney. The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

f. Premium Expenses. Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. General Common Elements. If the damaged property is a General Common Element, and the Element, Structure or Unit is not essential for or affecting life safety or egress the damaged property shall be repaired or rebuilt upon Owners approval according to the processes stated within this document as it relates to total expense, unless an institutional holder of a mortgage has placed a lien on any Unit or structure than that entity policy will dictate. However, if the damaged property is deemed essential for or affect life safety and/or egress including but not limited to the common roadway it will be repaired or rebuilt unless ALL of the Owners agree not to repair or rebuild.

b. Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and sightly condition satisfactory to

the Association within a reasonable period of time following the occurrence of the damage.

c. **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

d. **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 **Eminent Domain.** The following provisions will control on any taking by eminent domain:

a. **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Association.

b. **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 67 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. **Amendment to the Master Deed.** If the Association continues

after the taking by eminent domain, the remaining portion of the Association shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. Notice to Mortgagees. If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Association are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Review Committee. The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Association are intended to provide a compatible neighborhood image. The Committee will have authority to evaluate, review and conduct an approval process for all repairs, additions, new construction, and demolitions for any and all structures within the Association grounds. This review shall not apply to the interior of any privately owned structure(s) to the extent that any proposed project does not jeopardize the general safety and well being of fellow members and their guests. This review process will be valid for any decks and patios that are proposed to be in the Limited Common Area that are considered extensions into the Limited Common Area from a member's private parcel of land; however it will not be valid for decks and

patios that stay within a member's private parcel of land.

7.3 Review Criteria. The Review Committee shall evaluate, review and follow an approval process that is completely impartial and not based on any past history or feelings about the petitioner or his/her family members. To ensure this impartiality the following criteria will be the basis of the Review Committee's evaluation.

7.3.1 Petitioner's request must not be aesthetically unpleasant to the extent it hinders neighbors and/or Association property values.

7.3.2 Petitioner's request cannot block or impede egress to Common or Limited Common Areas.

7.3.3 Petitioner's request cannot block or impede to any great extent a neighbor's lakeside sight/view lines.

7.3.4 Petitioner's request must not be in violation of any municipal or other governing bodies building codes or ordinances.

7.3.5 Petitioner's request cannot be harmful or a safety concern for members, neighbors or guests.

7.3.6 Petitioner's request cannot encroach Common Areas and cannot encroach Limited Common Areas with any above grade structure.

7.4 Architectural Review. No residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Association as a whole. In the event, a petitioner's project does not gain approval upon being submitted, the Committee must make recommendations and offer suggestions as to

what the petitioner can alter, add or delete to gain a favorable response from the Committee. If after the second submitted plan is rejected the petitioner can appeal the decision to the Executive Board, with the Chairman of the Architectural Review Committee present for a decision. The Executive Board can either approve, deny or bring the submitted project to the membership as a whole for a vote. The Executive Board's action will be binding and final.

7.5 Approval of Contractor. There will be no approval process for contractors chosen by Unit owners to perform construction, remodel or maintenance projects. However, any contractors used to perform any work mentioned herein must submit as evidence a current insurance policy certificate that includes a builder's risk provision and workman's compensation. On small or minor projects the board of directors can use its digression to waive the builder's risk provision in the interest of project cost savings to the Unit owner.

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

a. Construction Materials. Construction materials must be shown as part of plan submitted for approval and samples be furnished upon request.

b. Size and Space Requirements. No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements): One-story home , 800 sq. ft.

7.7 Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement

or completion when, in its opinion, conditions warrant an extension.

7.9 Owners Responsibility For Limited and Common Areas. Any damage to or necessary restoration to Common Areas and/or Limited Common Area will be the sole responsibility of the Unit Owner who's project caused the damage or needed restoration. In most cases this remediation shall take place within 30 days of the completion of the Project, unless the necessary remediation affects any essentials (i.e. life, safety or egress) in such case the remediation process must begin as soon as practically possible irregardless of the status of the Project. Weather related extensions to non-essential remediation may be granted by the Board of Directors. Mature trees and vegetation is intended to be covered by this section and in the case of mature trees, as it is not practical to replace by like product, a compensation related to plantings may be negotiated with Buildings & Grounds.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate additional traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Home Occupations. To be permitted as a home occupation, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment such as dog trimming or any other type of business that generates additional traffic, visits or activities greater than the intended residential use of a Unit be considered as a home occupation

8.3 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements. Common Areas can be used by Unit Owners, their families and guests for any and all Association and Board approved events and functions. Individual Owners, their families and guests may use Common Areas for private special events with the prior written approval of the Board of Directors only.

8.4 Limited Common Areas. The Limited Common Areas are for the exclusive use of the Units that adjoin those areas. Each Unit, where legally possible, will have designated Limited Common Area in front (Lakeside) 50 feet from the Unit's property stakes by the width of the Unit and in back (Roadside) 20 feet from either the Unit's property stakes or from the other side of the roadway easement, whichever is applicable, by the width of the Unit. The area between Units shall be equally exclusive for both Units. Any use of a Limited Common Area by a Member(s) that do not adjoin the area may be granted upon the approval of the Unit's owner or owners in the case of a shared Limited Common Area. Uses of these Limited Common Areas are intended for the enhancement of recreational and residential purposes and permanent above ground structures will not be permitted. Improvements of any type, including any and all types of landscaping must be approved by the Architectural Review Committee.

8.5 Special Easement Areas. Special easement areas (12 feet in width) that fall within any Limited Common Area, whether shared or not, are for the exclusive use by the Association, its members, agents, hired contractors or consultants to perform services and/or duties that would be considered Association business, maintenance, repairs or construction. This paragraph is not meant to limit in any way the use of these areas by the Units that adjoin the Special Easement Areas, their rights to use this area is covered in 8.4. Any remediation, reconstruction, restoration or repairs to any of the grounds or surrounding structures that is required after the use by the Association will be the burden of the Association both financially and in the coordination of the work being done. Additionally, upon The Board's approval, individual member(s) may use the Special Easement Areas as egress for maintenance, repairs and construction of

their structures or appurtenances, but will be responsible for the coordination and payment in a satisfactory manner to the affected member(s) for any remediation, reconstruction, restoration or repairs to any of the grounds or surrounding structures that is required

8.6 Use and Occupancy Restrictions. In addition to the general requirements of sections 8.1 and 8.4, the use of the Association and its Common Elements by any Owner shall be subject to the following specific restrictions:

a. Exterior Changes. No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of the Review Committee.

b. Unit Rental. No Unit or portion of a Unit may be rented and no transient tenants be accommodated in any building.

c. Nuisances. No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Association by its Owners. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units with the exception of items that provide for life or safety or temporary use that augments utilities.

d. Prohibited Uses. Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Association without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

e. Signs. No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance designating the Association or advertising a unit for sale that is not larger than four square feet in size) shall be

displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association.

f. Personal Property. No Owner shall display, hang, erect or store any clothing, sheets, blankets, laundry, or other items of personal property outside on the lakeside of a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit

g. Firearms and Weapons. No Owner shall use or permit the use by any occupant, agent, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons and projectiles, or dangerous devices anywhere on or about the Property.

h. Fireworks. Legal fireworks, including sparklers will be permitted on the Common Area called the island only. If any Owner, their family or guests are not sure as to where the island is, clarification can be made with Buildings & Grounds, ignorance is no excuse. Under no circumstance shall any fireworks be set off in front of, between or behind (roadside) of any Unit structures. Acceptable dates for approved enjoyment of fireworks will vary depending on exactly when the July 4 holiday falls within the week, but generally will be on July 4 and both the weekend prior to and after that date. Anyone setting off fireworks is responsible for cleanup of any debris associated with the fireworks.

i. Pets and Animals. No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. Pets which will use or occupy Common Elements shall be owned by members of the Association without exception. Owners are encouraged to restrain their pets and maintain them within their own Units and/or their portion of the Limited Common Element. Owners of pets will indemnify and hold harmless all individual members and the Association from any

injuries resulting from animal bites and/or attacks. The owner of each pet shall be responsible for cleaning up after it.

j. Lawn Care and Landscaping. Each Owner is responsible for their assigned Limited Common Area and Common Area extending a minimum of 75 feet from the Unit both lakeside and roadside, between respective dwellings and assigned boat access area. Owners shall mow and maintain all grass at least biweekly during the growing season (April through September) and be responsible for leaf and debris removal as specified by Buildings & Grounds. In the event, an Owner's Unit or responsible area is unkempt, not mowed and/or not maintained in a reasonable aesthetically acceptable manner the Board will contract that service to be completed and the Owner will be billed accordingly. No trees(s), or vegetation shall be removed, damaged, mutilated or planted on Common Areas and/or Limited Common Areas without the prior approval of Buildings & Grounds. Owners who are found responsible for any infraction will be billed for any restoration deemed necessary by Buildings & Grounds.

k. Recreational Facilities. No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Review Committee before installation.

l. Trash Containers and Pick Up. The Association will employ the services of a waste hauler who will supply a dumpster for the use of the Unit Owners, their family members and their guests. All Owners are responsible for the general cleanliness and maintenance of this designated garbage collection area. Efforts shall be made to not fill the dumpster with cardboard boxes and other large items that can be burned in a safe manner. Under no circumstance shall an Owner or Owner hired contractor use the Association dumpster for any construction debris of any form. Any Owner found to be in violation of dumping construction debris will be charged for a special pick up of garbage debris.

m. Exterior Lighting. Safety lighting is allowed, however, care and consideration shall be required to reduce or eliminate any obnoxious lighting on the lakeside portions of the Units, with the exception of intermittent security lighting.

n. Solar Panels and Satellite Dishes. No solar panel may be installed on any Unit until the type, design, and location of the solar

panel has been approved in writing by the Review Committee. An Owner may install a satellite dish on the Owner's Unit, subject to reasonable prior approval by the Review Committee for size, location, color, and screening. To the extent required by applicable federal law, the Review Committee's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of a satellite dish.

o. Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day) with the exception of boats, boat trailers, and other recreational vehicles whereas the storage place of these such items will be determined by Buildings and Grounds and no such storage of these exempted items will be permitted where Owners or Owner's guest may otherwise park vehicles. No vehicles shall be parked on or along the roadways (except for parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas that are located on the Common Elements of the Project without the prior consent of the Board of Directors. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

p. Use of Common Elements For Large Group or Event Parking. Parking for Unit Owners guests that will require additional large scale parking will need to contact Buildings & grounds for instruction on where the additional parking will be limited. In the event that the designated area(s) will not be enough to facilitate the parking needs than the Owner requesting the additional parking will have the responsibility to provide parking outside of the Association grounds. The proposed parking area on the site plan is for emergency vehicles and other emergency uses.

q. Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the

Association.

8.7 Zoning Compliance. In addition to the restrictions in section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Association is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.8 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

8.9 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Association.

8.10 Remedies on Breach. In addition to the remedies granted by section 5.4 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this section 8, to enter the Unit and/or Limited Common Area to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Furthermore, any breach of these By Laws or the Master Deed will cause The Board to initiate corrective action procedures. Various corrective actions may include, but are not limited to the following methods; formally recognizing and documenting the violation(s) with the responsible Unit owner, imposing an initial fine not to exceed \$100.00 for the first single infraction, multiplying for subsequent infractions, any additional remedies The Board deems necessary and is commensurate with the violation(s). Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future. Remedies by The Board will only be initiated upon receiving a fully documented and completely filled out grievance form.

Section 9. MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to the Board of Directors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Corporation and Common Elements against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

a. Inspection and Notice. On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Association on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

b. Non-Exempt from Restrictions. A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) shall not be exempt from any option or right of first refusal on the sale of the mortgaged Unit in the Condominium Documents. Furthermore, a Mortgagee will have the same restrictions to renting or leasing a Unit as specified within this document.

Section 10. LEASES

Leasing. No unit shall be leased for any period without the prior written consent of 80% the Association Owners.

Section 11. TRANSFER OF UNITS & ASSOCIATION RIGHT

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

11.2 Notice to Association. Whenever a Owner intends to sell, give, devise, or otherwise transfer a Unit or any interest in the Unit to any individual other than to immediate family which will be defined as an Owner's mother, father and any maternal or legal children, the Owner shall give written notice to the Board of Directors. The notice shall be accompanied by documents evidencing the title or interest wishing to be transferred, sales contract between Owner and prospective Buyer, and any other pertinent documentation describing proposed sale or transfer of Unit.

11.3 Letter of Understanding and Waiver Request. In addition to family members, as mentioned in 11.2, an owner will have the right to sell to a previously named buyer which would cause the Association to waive its First Right. For this Letter of Understanding and Waiver Request form to be valid it must be filled out, signed by the Unit owner and be on file with the Secretary by the annual Memorial Day meeting. An owner may change his designated buyer once annually and re-submit a new form by the Memorial Day meeting. In the event an owner's designated buyer becomes incapacitated or is deceased an owner may resubmit a new form at any time during that same calendar year.

11.4 Association Right. The Board of Directors, upon receiving an Owner's written Intent to Transfer notice, will have 10 working days to notify the Owner in writing of its intent to either execute or waive it's right of first refusal. If the Association chooses to execute it's first right of refusal it will have 60 days to complete the necessary procedures as it pertains to the Association to complete the transaction. Any delays caused by the Owner will not comprise or be included in the 60 day period.

11.5 Valuation Basis For First Right. Both the Owner and the Association will have rights to order and execute an appraisal by a Michigan licensed appraiser. Each party will be responsible and pay for their own appraisal of the Unit. If there is more than a 10% difference between appraisals a third mutually agreed upon Appraiser may be hired to help discern the difference, the cost of the third appraisal will be the equal responsibility of both the Owner and the Association. In all cases, the highest appraised valuation will be used as the basis.

11.6 Owners Right. If for any reason, after the Association notifies an Owner of it's intent to execute it's first right and does not complete the

transaction within the allotted time as described in 11.3 the Owner will be entitled to 5% of the basis as damage compensation and breakup fee.

Section 12. OTHER PROVISIONS

12.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

12.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

12.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

12.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by section 9 of the Master Deed.

12.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;
2. these Condominium Bylaws;

3. the Articles of Incorporation of the Association;
4. the Association Bylaws;
5. the Rules and Regulations of the Association;
6. the Disclosure Statement.

Revised 07/26/2015