Article II.

Legal Description

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

Lots 4 & 5, Paul Woodworth's Addition to the Village of Caseville, being part of Government Lot 3, Section 26, Township 18 North, Range 10 East, Huron County, Michigan," as recorded in Liber 3 of Plats, page 15, Huron County Records, except easements and rights of way of record.

Article III.

Definitions

Certain terms utilized not only in this Master Deed and Exhibits A and B attached here, are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Crystal Shores Condominiums, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Crystal Shores as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- Section 2. Association. "Association" means Crystal Shores Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.
- Section 3. Bylaws. "Bylaws" means Exhibit A attached here, being the Bylaws 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. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.
- Section 4. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described here in Article IV.

- Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B attached here, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.
- Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Crystal Shores Condominiums.
- Section 7. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" means Crystal Shores as a Condominium Project established in conformity with the Act.
- Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B attached here.
- Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Crystal Shores Condominiums, as a completed Condominium Project and shall reflect the entire land area included in the Condominium. Such Master Deed, if and when recorded in the office of the Huron County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments.
- Section 10. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."
- Section 11. Declaration. "Declaration" means that certain Declaration of Easements, Covenants, Conditions and Restrictions for Crystal Shores Condominiums.
- Section 12. Developer. "Developer" means Peter Geloso and Patricia R. Geloso, Husband and Wife, which have made and executed this Master Deed, and their Heirs, successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.
- Section 13. Development and Sales Period. "Development and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer, shall be deened to continue for as long as Developer continues to own any Unit in the Project and for as long as Developer continues or proposes to construct other residences or owns or hold an option or other

enforceable purchaser interest in land for residential development within Crystal Shores Condominium development as described in the Declaration, whichever is longer.

- Section 14. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held
 - (a). In the Developer's sole discretion after fifty (50%) percent of the Units that may be created are conveyed; or
 - (b). Mandatorily within
 - (i). Fifty-four (54) months from the date of the first Unit conveyance; or
 - (ii). One Hundred twenty (120) days after seventy-five (75%) percent of the Units that may be created are conveyed, whichever first occurs.
- Section 15. The Condominium Community, "Crystal Shores" shall mean the land area and improvements, from time to time, described as such in the Declaration.
- Section 16. Transitional Control Date. "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.
- Section 17. Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single residential building site in Crystal Shores Condominiums, as described here in Article V, Section 1 and on Exhibit B attached here, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or subsequently located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Whenever any reference here 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 here to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

Article IV.

Common Elements

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement, are as follows:

Section 1. General Common Elements. The General Common Elements are:

- (a). Land. The land described here in Article II and other common areas, when included as part of the Condominium, not identified as Units or Limited Common Elements. All lands contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the Owners of the adjoining land as set forth in the Declaration.
- (b). Electrical. The electrical transmission system throughout the Project up to, but not including, the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.
- (c), Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.
- (d). Telephone. The telephone systems throughout the Project up to the point of connection to each residential dwelling that now or subsequently is constructed within the perimeter of a Unit.
- (e). Gas. The gas distribution system throughout the Project up to, but not including, the gas meter for each residential dwelling that now or subsequently is constructed within the perimeter or a Unit.
- (f). Water. The water distribution system throughout the Project up to, but not including, the water meter for each residential dwelling that now or subsequently is constructed within the perimeter of a Unit, including the irrigation system that lies within the Condominium Premises.
- (g). Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of entry to each residential dwelling that is now or subsequently constructed within the perimeter of a Unit.

- (h). Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to each residential dwelling that now or subsequently is constructed within the perimeter of a Unit.
 - (i). Beneficial Easements. The beneficial easements described in Article II above.
- (j). Other, such other elements of the Project not designated here as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunication system, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunication system, shall be General Common Elements only to the extent of the Co-owners' therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

- Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited common Elements are:
 - (a). Driveways. Each Limited Common Element driveway as depicted on the Condominium Subdivision Plan shall be limited in use to the Unit or Units to which it has been assigned.
 - (b). Other. The Developer has reserved the right in Article VIII of this Master Deed to designate Limited Common Elements within the Convertible Area which may, at the Developers discretion, be assigned as appurtenant to an individual Unit.
- Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and the improvements constructed within Units are as follows:
 - (a). Primary Responsibility of Co-owners for Units, Dwellings and Limited Common Elements. It is anticipated that a separate residential dwelling will be constructed within each Unit depicted on Exhibit B attached here and that various appurtenances to such dwellings may be created pursuant to Article VIII here, adjacent to the same. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance to each dwellings a Limited Common Element, including by way of example and not limitation decks, shall be borne by the Co-

owner of the Unit which is served; provided, however, that the exterior appearance of such dwellings and appurtenant Limited Common elements, to the extent visible from any other Unit or Common Element of the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

- (b). Responsibility for Portions of Units, Dwellings and Limited Common Elements.
- (1). Roofs, Siding, Painting and/or Staining of Dwelling Exteriors. The responsibility for, and the costs of maintaining, repairing and replacing roofs and siding, and painting and or staining of the exteriors of the dwellings constructed within the Units, including decks, shall be borne by the owner of each Unit.
- (2). Landscaping. The individual Unit owners shall be responsible for maintenance, repair and replacement of the lawns and landscaping installed by the owner.
- (3). Driveways. The individual Unit owners shall be responsible for the maintenance, repair and replacement of driveways appurtenant to each Unit as well as for snow plowing.
- (4). Common Lighting. The Developer may install illuminating fixtures on the Common Elements and or within Units and designate the same as common lighting as provided here in Article IV, Section 1(c). The costs of maintenance, repair and replacement of such common lighting system and fixtures (including light bulbs) shall be borne by the Association. The Developer may, in its discretion, cause the electricity for such fixtures to be borne by either the Association or Co-owners, as it deems appropriate.
- (5). Other. In order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may also undertake such other regularly recurring, reasonably uniform, periodic maintenance functions with respect to improvements constructed or installed within any Limited Common Elements (if any) as it may deem appropriate. Nothing contained here, however, shall compel the Association to undertake any such additional responsibilities. Any additional services undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection with those services.
- (c). General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

Section 4. Use of Units and Common Elements. No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

Article V.

Unit Descriptions and Percentage of Value

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Crystal Shores as prepared by Phillips Engineering and attached here as Exhibit B. Bach Unit shall consist of the space contained within Unit boundaries as shown in Exhibit B attached here and delineated with heavy outlines. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, the Developer or, upon assignment, the Association shall have the right, in its sole discretion, to modify the Condominium Subdivision Plan to depict actual group elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article X below.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay an equal share of the expenses of maintaining the General Common Elements. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

Article VI.

Easements

Section 1. Easement for Maintenance of Encroachments. In the event any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or change in ground elevations, reciprocal easements shall exist for maintenance after rebuilding in the event of destruction. One of the purposes of this section is to enable Co-owners to maintain structural elements and fixtures, including decks, which project into the General Common Elements surround each Unit notwithstanding their projection beyond the Unit perimeters.

Section 2. Easements Retained by Developer.

(a). Roadway Easements. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof an easement for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI and which lies outside of this Condominium. All expenses of maintenance, repair, replacement and resurfacing of any shared road shall be paid by the Association.

The Developer reserves the right at any time during the Development and Sales Period, and the Association shall have the right after that, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Crystal Shores Condominiums shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, Mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and the Condominium Subdivision Plan here, recorded in the Huron County Records. All of the Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. Any such dedication shall be subject to rights of dedication and use reserved in the Declaration.

(b). Utility Easements. The Developer also reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions of the land, including any land that may be withdrawn from time to time as reserved in Article VII, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, electrical, telephone, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this section shall be shared by this Condominium and any developed portions of the land described in Article VI which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is compromised of the numerator plus all other Units in the land described in Article VI that are served by such mains. The Developer reserves the right at any time during the Development and Sales Period, and the Association shall have the right after that, to grant

easements for utilities over, under and across the Condominium to appropriate governmental agencies or to utility companies. Any easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, Mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and the Exhibit B attached here, recorded in the Huron County Records. All of the Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title. All such grants shall be subject to rights reserved in the Declaration.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant reasonable easements, licenses, right-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer as long as the Development and Sales Period has not expired.

Section 4. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this section or any other provisions of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. Further, the Association shall not be responsible for any consequential damages, including without limitation damage to the personal property of a Co-owner whether within or outside the Unit, that may result from the Association's failure to timely undertake repairs for which it is responsible. In the event a Co-owner fails to maintain his or her residential dwelling as required under the Condominium Documents and in accordance with the standards imposed by the Association, the Association or the Developer may enter upon the Unit (but not inside the dwelling) and the Limited Common Element appurtenant to the unit (if any) and perform any required decoration, maintenance, repair or replacement. All costs incurred by the Association or

the Developer in performing any responsibilities which are required, in the first instance to be bome by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his or her monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases a regular assessments and such assessments 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.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit in the project. Included within and not limited by the preceding is the right of the Developer or an affiliate to establish and sell to the Association and the Co-owners service for telecommunications within the Condominium Project. In pursuance, the Developer may place telecommunications equipment owned by it at locations on the Common Blements as it may deem appropriate and may furnish the telecommunications service to users outside the Condominium and shall have easements as may be necessary to lay and maintain cables within the Common Elements in connection telecommunications. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any casement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including feeds, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Article VII.

Amendment

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66 2/3; percent of the Co-owners, except as set forth below:

- Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and Mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement of the Limited Common Elements be modified in any material way without the written consent of the Co-owner and Mortgagee of any Unit to which the same are appurtenant.
- Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of Mortgagees generally, then such amendments shall require the approval of 66 2/3; percent of all first Mortgagees of record allocating one vote for each mortgage held.
- Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer reserves the right, on behalf of itself and on behalf of the Association, to amend this master Deed and the other Condominium Documents without the approval of any Co-owner or Mortgagee for the purposes of correction survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or Mortgagee, in which event Co-owner and Mortgagee consent shall be required as provided above.
- Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his or her Mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article IX of this Master Deed, elsewhere in the Master Deed or in the Bylaws.
- Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80 percent of non-Developer Co-owners.
- Section 6. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits A and B attached here shall not be amended nor shall their provisions be modified in any way without the written consent of the Developer.

Article VIII.

Assignment

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the

Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Huron County Register of Deeds.

Executed in the presence of:

Thomas P. Collan

Gloria A. De Chane

State of Michigan County of Huron

The foregoing instrument was acknowledged before me this 30 day of April, 2002, by Peter Geloso and Patricia R. Geloso.

Chare

Thomas P. Collon, Notary Public

Huron County, Michigan My commission expires: 10/6/2004.

Drafted by:

THOMAS P. COLLON ATTORNEY AT LAW 206 North Heisterman Street Bad Axc, Michigan 48413 (989) 269-9276

Exhibit A.

Condominium Bylaws Crystal Shores Condominiums

Article I.

Association of Co-owners

- Section 1.1. Association. Crystal Shores Condominiums, a Site Condominium Project located in the County of Huron, Michigan, shall be administered by an Association of Co-owners, which shall be a nonprofit corporation, here called the "Association," and which shall be 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 Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.
- Section 1.2. Membership and Voting. 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 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, piedged or transferred in any manner except as an appurtenance to his or her Unit in the Condominium.
 - (c). Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed. Voting on all Association matters shall be by value.
 - (d). No Co-owner shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast by the individual representative designated by such Co-owner in the notice required in Subparagraph (e) below or by a proxy given by such individual representative.
 - (e). Each Co-owner shall file a written notice with the Association designating the individual 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. Such notice shall state the name and address of the individual representative designated, the number of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative

designated may be changed by the Co-owner at any time by filing a new notice in the manner provided here.

- (f). There shall be an annual meeting of the members of the Association. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings, as provided in the Bylaws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.
- (g). The presence in person or by proxy of fifty (50) percent of the Co-owners qualified to vote shall constitute a quorum, for holding a meeting of the members of the Association, except for voting on questions specifically required here to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting that person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All decisions of the Association shall be by a majority of the quorum, except as specifically provided here.
- (h). Votes may be cast in person or by proxy or by writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time or each meeting of the members of the Association, Cumulative voting shall not be permitted.
- (i). A majority, except where otherwise provided here, shall consist of more than fifty (50) percent of those qualified to vote and present in person or by proxy (or by written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically here, a majority may be required to exceed the simple majority set forth above.
- (j). Other provisions as to voting by members, not inconsistent with the provisions here contained, may be set forth in the Association Bylaws.
- (k). The method or formula used to determine the percentage of value of units in the project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and Mortgagee. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without the co-owner's consent.
- Section 1.3. Accounting. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Blements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their Mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective Mortgagees interested in the Project to inspect the same during reasonable hours.

- Section 1.4. Board of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association. 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 by the Association Bylaws.
 - (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 State law or the Condominium Documents or required there to be exercised and done by the Co-owners. In addition to the preceding general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:
 - (1). Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements.
 - (2). To collect assessments from the members of the Association and to use the proceeds for the purposes of the Association.
 - (3). To carry insurance and collect and allocate the proceeds.
 - (4). To rebuild improvements 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 Project.
 - (6). To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and casements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
 - (7). To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, security interest or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than two-thirds (2/3) of all of the members of the Association.
 - (8). To make rules and regulations in accordance with Article VI, Section 6.6 of these Bylaws.
 - (9). To establish such committees as it deems necessary, convenient or desirable and to appoint persons there 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 by the Condominium Documents required to be performed by the Board.
 - (10). To enforce the provisions of the Condominium Documents and rules and regulations made in accordance with Article VI.

- (b). The Board of Directors may 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 1.4(a) of these Bylaws, 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 the Board, or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other similar person or entity, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice to the other party and no such contract shall violate the provisions of Section 55 of the Act.
- (c). All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors elected by the Developer shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.
- Section 1.5. Officers. The Association 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 with those documents. Officers may be compensated but only upon the affirmative vote of more than fifty (50) percent of all Co-owners in value.
- Section 1.6. Indemnification. 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 in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his or her duties; provided that, in the event of any claim for reimbursement or indemnification based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification here shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The preceding right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners.
- Section 1.7. Advisory Committee. An Advisory Committee of two (2) non-Developer Co-owners shall be established within either one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of 33 1/3 percent of the Units that may be created here, or within one year after the initial conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever first occurs. The purpose of the

Advisory Committee shall be to facilitate communications between the Developer and the non-Developer Co-owners and aid in the transition of control to the Association of Co-owners. The Advisory Committee shall cease to exist when a majority of the Board of Directors of the Association of Co-owners is elected by the non-Developer Co-owners.

Section 1.8. Non-Developer Directors.

- (a). Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 25 percent of the Units that may be created, at least one Director and not less than 25 percent of the Board of Directors of the Association shall be elected by non-Developer Co-owners.
- (b). Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 50 percent of the Units that may be created, not less than one 33 1/3 percent of the Board of Directors shall be elected by non-Developer Co-owners.
- (c). Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 75 percent of the Units that may be created, and before conveyance of 90 percent of such Units, the non-Developer Co-owners shall elect all of the Directors on the Board, except that the Developer shall have the right to designate at least one Director, as long as the Developer owns and offers for sale at least one Unit in the Project or as long as one of the Units that may be created remain unsold.
- (d). Notwithstanding the preceding, 54 months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than seventy-five percent of the Units that may be created has not been conveyed, the non-Developer Co-owners have the right to elect the number of members of the Board of Directors equal to the percentage of Units the non-Developer Co-owners hold, and the Developer shall have the right to elect the number of members of the Board equal to the percentage of the Units which are owned by the Developer and for which all assessments are paid by the Developer. This section shall not require a change in the size of the Board of Directors as is determined by the Association Bylaws. The provisions of Section 52(4) and Section 52(6) of the Act shall also be applicable to this, Section 1.8, and shall be incorporated here by reference.

Article II.

Assessments

- Section 2.1. Personal Property Taxes. 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 there shall be treated as expenses of administration.
- Section 2.2. Liabilities and Insurance Receipts. Taxes and special assessments which become a lien against the Condominium Project in the year of establishment shall be considered 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 Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the

interest of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54 of the Act.

- Section 2.3. Amount of Assessments. 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 Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs 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 2.4 below rather than by special assessments. Upon adoption of an 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 based upon the budget, although 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 and management of the Condominium;
 - (2). To provide replacements of existing Common Elements;
 - (3). To provide additions to the Common Elements not exceeding \$2,000 annually; 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 necessary.
 - (b). Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners as here provided to meet other needs or requirements of the Association, including, but not limited to
 - (1). Assessments for capital improvements for additions of a cost exceeding \$2,000 per year;
 - (2). Assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 here;
 - (3). Assessments for any other appropriate purpose not elsewhere here described.

Special assessments referred to in this Subparagraph (b) (but not including those assessments referred to in Subparagraph 2.3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60 percent of all Co-owners in value. The authority to levy assessments pursuant to this Subparagraph is solely for the benefit of the Association and of the members there and shall not be enforceable by any creditors of the Association or of the members there.

Section 2.4. Apportionment. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2.3(a) above. shall be payable by Co-owners in four equal quarterly installments or twelve monthly installments], as determined by the Association, commencing with acceptance of a deed to a Unit, with acquisition of fee simple title to a Unit by any other means, or upon execution of a land contract by which a Unit is purchased from Developer. The payment of an assessment shall be in default if such assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for such payment. Assessments in default for 10 or more days shall bear interest from the initial due date at the highest legal rate until each installment is paid in full. Each Coowner (whether one or more persons) shall be, and remain, personally liable, both jointly and severally, for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment, including reasonable attorney's fees) pertinent to his or her Unit which may be levied while such Coowner is the owner of, except a land contract purchaser from Developer shall be so personally liable and Developer shall not be personally liable for such assessments levied up to and including the date upon which Developer actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, the cost of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments in default in order of their due dates. Notwithstanding the preceding, any unusual common expenses benefiting less that all of Condominium Units, or any unusual expenses incurred as a result of a use being conducted within a Condominium Unit by a Coowner, licensee, lessee or invitee, may be specially assessed or apportioned against the Condominium Unit or Units involved in a reasonable manner and in accordance with any provisions of the Act.

Section 2.5. No Exemption. No Coowner may exempt himself or herself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit,

Section 2.6. Collection of Assessments. 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 Coowner, and every other person who from time to time has any interest in the Project, 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. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated here 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. Further, each Coowner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Coowner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he or she was notified of the provisions of this section and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for

nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the preceding, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or her last known address of a written notice that one or more installments of the annual assessment or any special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that set forth

- (i). The affiant's capacity to make the affidavit;
- (ii). The statutory and other authority for the lien;
- (iii). The amount outstanding (exclusive of interest, costs, attorney fees and future assessments);
 - (iv). The legal description of the subject Unit(s); and
 - (v). The name(s) of the Co-owner(s) of record.

Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it or under Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual reasonable attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment or any special assessment levied against his or her Unit, the Association shall have the right to declare all unpaid installments of the assessment for the pertinent 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 seven 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 Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner or any persons claiming under the Co-owner.

Section 2.7. Effect on Mortgage Lien. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the 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 Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such unpaid assessments or charges to all Units including the mortgaged Unit).

Section 2.8. Obligations of Developer. Until such time as the regular monthly assessments paid by Co-owners other than the Developer shall be sufficient to support the total costs of administration (excluding reserves), the Developer shall pay the balance of such administrative costs on account of the Units owned by it, whether constructed or not.

After the time at which the regular monthly assessments paid by Co-owners other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Developer shall be assessed by the Association for actual costs, if any, incurred by the Association which are directly attributable to the Units owned by the Developer, together with a pro-rata share of costs of administration (other than costs attributable to the maintenance of dwellings), such as legal fees, accounting fees, liability insurance premiums and maintenance of the landscaping, drives and walks. Provided, that if a Unit owned by Developer is leased or otherwise occupied on a permanent basis by a person holding under or through the Developer, the Developer shall pay all regular monthly assessments with respect to such Unit forthwith.

Section 2.9. Statement Regarding Assessments. Pursuant to the provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated there. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Unpaid assessments shall constitute a lien upon the Unit and the proceeds of sale, which shall be prior to all claims except real property taxes and first mortgages of record.

Section 2.10. Construction Liens. A construction lien arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Article III.

Arbitration

Section 3.1. Arbitration. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 3.2. Legal Action. In the absence of the election and written consent pursuant to Section 3.1, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3. Election. 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 4.1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the general common elements of the Project, carry liability insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the Common Elements and administration of the Condominium Project. Each owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to buildings and all other improvements constructed or to be constructed within the perimeter of a condominium unit and its appurtenant Limited common Elements, and for personal property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner shall also be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of the Co-owner's Unit and appurtenant Limited Common Elements. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage required to be carried by a Co-owner. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

Section 4.2. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association from all damages and costs, including attorneys' fees, which they may suffer as a result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or appurtenant Limited Common Element, and each individual Co-owner shall carry insurance to secure this indemnity. This section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however, and the Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by them to contain appropriate provisions where the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Article V.

Reconstruction or Repair

Section 5.1. Reconstruction. If the Condominium project or any of its Common Elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason of are sufficient to reconstruct the Project, then such proceeds shall be applied to such reconstruction. As used here, reconstruction means restoration of the Project in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to the damage, unless the Co-owners and Mortgagees shall unanimously decide otherwise. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair, or if at any time during such reconstruction or repair the funds for the payment of the cost are insufficient, assessment shall be made against all Coowners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the costs of reconstruction or repair. If damage to

the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with repair or replacement of the damaged property without delay. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his or her Unit or the Limited Common Elements appurtenant there.

- Section 5.2. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:
 - (a). In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the Mortgagee, as their interests may appear. After acceptance of such award by the owner and his or her Mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his or her Mortgagee, as their interests may appear.
 - (b) If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their Mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50 percent of the Co-owners in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.
 - (c). In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then 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 percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.
 - (d). In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion there, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.
- Section 5.3. Priority. 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 Mortgages of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Article VI.

Restrictions

- Section 6.1. Residential Purposes. No Unit in the Condominium shall be used for other than single family residential purposes.
 - Section 6.2. Character and Size of Buildings.
 - (a). No residence shall be permitted on any Unit which does not comply with the following minimum area requirements, exclusive of garage spaces, space within un-winterized porches and decks, and space within basements which do not contain exterior door openings and windows on at least two walls, substantially equivalent to those on other floors.
 - (1). One story ranch home: 1,300 square feet.
 - (2). One and a half story construction: 1500 square feet.
 - (3). Two story construction: 1600 square feet on the first floor.
 - (b). All construction of any residence shall be completed within 12 months after commencement. The construction of any new residence or the repair of any residence damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an uncompleted condition for a period of more than one year, then the Developer or the Association or their agents or assigns are authorized to either tear down and clear from the Unit the uncompleted portion of such structure or to complete the same, at their option, and in either event, the expense incurred shall be charged against the owner's interest and shall become a lien on the Unit upon which the residence is located; subject to collection or enforcement in the same manner set forth in Section 2.6, above.
 - (c). Temporary buildings of any kind are expressly prohibited and temporary residence or occupancy shall not be permitted without a fully completed exterior of the residence being occupied.
 - (d). No old or used buildings of any kind shall be moved or reconstructed on any Unit. All residences to be constructed shall have finished exteriors of brick, stone, stucco or similar type materials, wood, or, aluminum or vinyl siding or a combination thereof.
 - (e). All sewage shall be disposed of through the Village of Caseville sanitary sewer system as shall be approved by the Huron County Health Department and authorities of the Michigan State Health Department.
- Section 6.3. Activities on Property,
- (a). No portion of the Project shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers properly concealed from public view.
- (b). No immeral, improper, unlawful or offensive activities shall be conducted on any Unit, nor shall anything be done which may be or become an annoyance or nuisance to the

neighborhood or adjoining residences, nor shall any unreasonably noisy activity be conducted on any portion of the Project.

(c). A developer or association of co-owners shall not prohibit co-owner from displaying a single United States flag of a size not greater than 3 feet by 5 feet anywhere on the exterior of the co-owner's condominium unit. A developer of association of co-owners shall not enforce a prohibition in existence before the effective date of this section on or after that effective date.

Section 6.4. Conservation. In the development or use of the Project, the following standards shall be observed:

Upon the completion of the residence on any Unit, the owner of such Unit shall cause it to be finish-graded and seeded, sodded or returned to a condition as close as possible to its natural state as soon after completion as weather permits. All landscaping shall be of an aesthetically pleasing nature and shall be maintained at all times. Basic landscaping, including finished grading and installation of driveways must be completed within six months of the date of occupancy of a residence.

Section 6.5. Building Set-Backs. All dwellings constructed on each Unit within the Project shall be erected according to the site plan, attached hereto as Exhibit B.

Section 6.6. Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the 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 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 50 percent of all Co-owners in value.

Section 6.7. Responsibility for Actions. Each Co-owner shall maintain his or her Unit and any Limited Common Elements appurtenant there for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, his or her assigns, tenants, agents, invitee or licensees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless 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 may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of these Bylaws.

Section 6.8. Reserved Rights of Developer. None of the restrictions contained here shall apply to the commercial activities or signs, if any, of the Developer during the period of sale of any Units in the Project. Notwithstanding anything to the contrary elsewhere contained here, Developer shall have the right to maintain a sales office, a business office, a construction office and model Units, storage areas and reasonable parking for the foregoing and such access to and from and into the Project as may be reasonably required to enable development of the entire

Project by the Developer. The Developer shall restore any areas so utilized to a suitable status upon termination of its use.

Section 6.9. Leasing. With the written consent of the Board of Directors, a Co-owner may lease his or her Unit or any Limited Common Blement appurtenant there for the same purposes set forth in Section 6.1 of these Bylaws, except that no Co-owner shall lease less than an entire Unit in the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or the Association, to the extent of any Units owned by the Association, may lease any number of Units in the Condominium in their discretion and may do so for periods which shall also be within their discretion.

Section 6.10. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon any General Common Elements, unless approved by the Board of Directors in writing.

Section 6.11. Improvements or Modifications to Condominium Unit or Common Elements by Co-owner; Facilitation of Access or Movement for Handicappers; Limitations.

(a). Section 47a of the Condominium Act states:

- (1). A co-owner may make improvements or modifications to the co-owner's condominium unit, including improvements or modifications to common elements and to the route from the public way to the door of the co-owner's condominium unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the unit for handicappers, or to alleviate conditions that could be hazardous to handicappers. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the condominium project. The coowner shall be liable for the cost of repairing any damage to a common element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the condominium documents, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.
- (2). An improvement or modification allowed by this section that affects the exterior of the condominium unit shall not unreasonably prevent passage by other residents of the condominium project. A co-owner who has made exterior improvements or modifications allowed by this section shall notify the association of co-owners in writing of the co-owner's intention to convey or lease his or her condominium unit to another, not less than 30 days before the conveyance or lease. Not more than 30 days after receiving a notice from a co-owner under this subsection, the association of co-owners may require that the co-owner remove the improvement or modification, at the co-owner's expense. If the co-owner fails to give timely notice of a conveyance or lease, the association of co-owners at any time may remove or require the co-owner to remove the improvement or modification, at the co-owner's expense. However, the association of co-owners may not remove or require the removal of an improvement or modification if a co-owner conveys or leases his

or her condominium unit to a handicapper who needs the same type of improvement or modification, or to a person whose parent, spouse or child is a handicapper, requires the same type of improvement or modification, and resides with the person.

- (3). If a co-owner makes an exterior improvement or modification allowed under this section, the co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior improvement of modification, but the co-owner shall not be liable for acts or omissions of the association of co-owners with respect to the exterior improvement or modification, and the co-owner shall not be required to maintain liability insurance with respect to any common element. The association of co-owners shall be responsible for the cost of any maintenance of the improvement or modification, unless the maintenance cannot reasonably be included with the regular maintenance performed by or paid for by the association of co-owners, in which case the co-owner shall be responsible for the cost of the maintenance of the improvement or modification.
- (4). Before an improvement or modification allowed by this section is made, the coowner shall submit plans and specifications for the improvements or modifications to the association of co-owners for review and approval. The association of co-owners shall determine whether the proposed improvement or modification substantially conforms to the requirements of this section, but shall not deny a proposed improvement or modification without good cause. If the association of co-owners denies a proposed improvement or modification, the association of co-owners shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this section, and shall deliver that list to the co-owner. The association of co-owners shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted to the association of co-owners. If the association of co-owners does not approve or deny submitted plans and specifications within the 60-day period, the co-owner may make the proposed improvement or modification without the approval of the association of co-owners. A co-owner may bring an action against the association of co-owners, and the officers and directors to compel those persons to comply with this section if the co-owners disagrees with a denial by the association of co-owners of the co-owner's proposed improvement or modification.
- (5). This section applies to condominium units existing on the effective date of this section and to those built or converted after the effective date of this section.
- (6). This section does not apply to a condominium unit that is otherwise required by law to be barrier-free, and does not impose on a co-owner the cost of maintaining that barrier-free unit.
- (7). As used in this section, "handicapper" means that term as defined in Section 2 of the state construction code act of 1972, Michigan Public Acts 230 (1972), being Michigan Compiled Laws Annotated §125.1502.

Article VII.

Mortgages

Section 7.1. Notice of Mortgage. Any Co-owner who mortgages his or her Unit shall notify the Association of the name and address of the Mortgagee. The Association may, at the written request of a Mortgagee of any Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Coowner of such Unit with respect to the Condominium Documents that is not cured within60 days.

Section 7.2. Notice of Meeting. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Article VIII.

Amendments

- Section 8.1. Amendments. The Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article VIII of the Master Deed of Crystal Shores Condominiums.
- Section 8.2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.
- Section 8.3. Vote Required, Except as expressly limited in Section 8.4 of these Bylaws, 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 not less than 60 percent of all Co-owners present or represented at such meeting.
- Section 8.4. Bffective Date of Amendments. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of all institutional holders of first mortgage liens on any Unit in the Condominium, no amendment to these Bylaws shall become effective which substantially increases or decreases the benefits or obligations or materially affects the rights of any member of the Association or of any such holder of a first mortgage lien on any Unit.
- Section 8.5. Copies of Amendments. A copy of each amendment to the Bylaws 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 Project irrespective of whether such persons actually receive a copy of the amendment.

Article IX.

Compfiance

The Association of Co-owners and all present or future Co-owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of the Project 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 the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

Article X.

Definitions

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

Article XI.

Remedies for Default

- Section 11.1. Remedies. Any default by a Co-owner shall entitle the Association or another Co-owner of Co-owners to the following relief:
 - (a). Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) 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). If any proceeding arising because of an alleged default by any Co-owner is successful, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.
 - (c). The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any 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.
 - (d). The violation of any of the provisions of the Condominium Documents by any Coowner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. 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 thereof given to all Co-owners in the same manner as prescribed in Article XIII, Section 4 of the Association Bylaws. After that, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article XIII,

Section 4, and an opportunity for such Co-owner to appear before the Board no less than 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. The amount of such fines shall be as established by the Association.

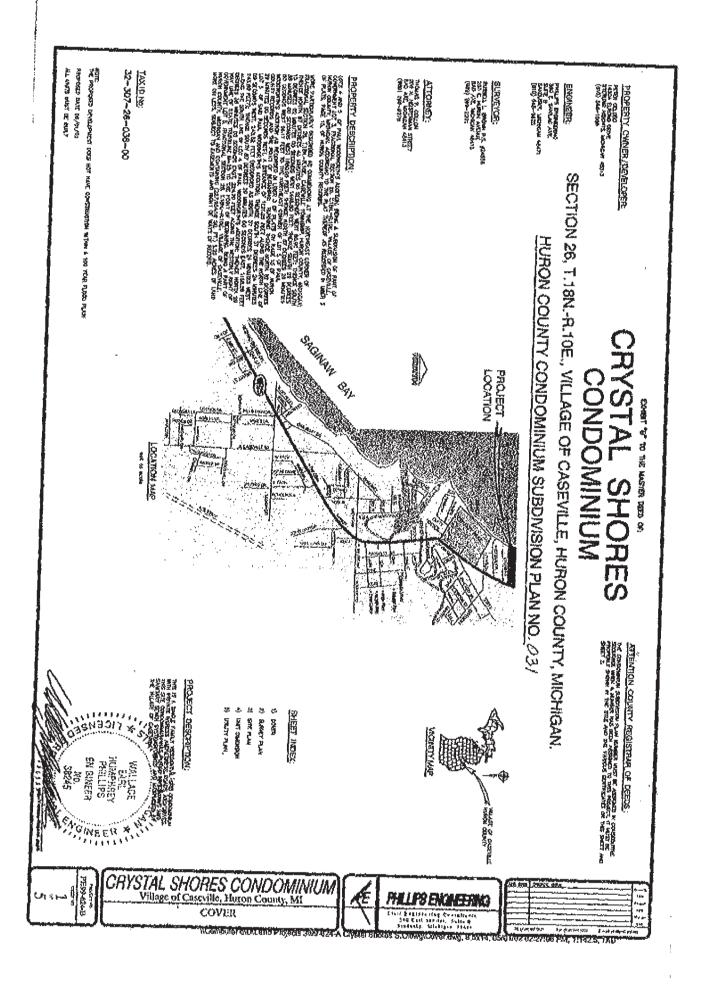
Section 11.2. No Waiver. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

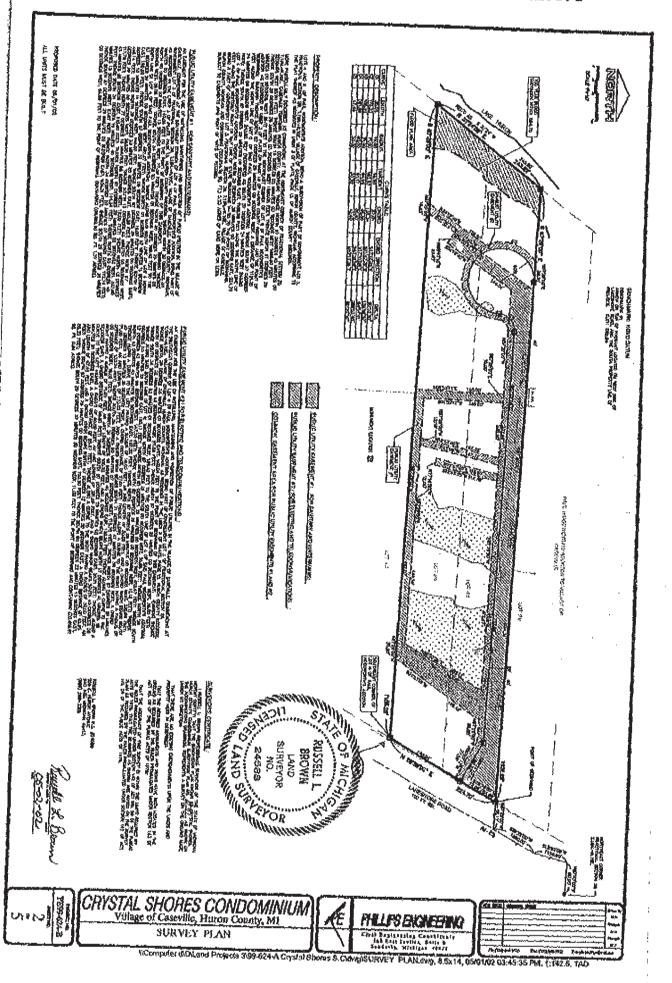
Section 11.3. No Election of Rights. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to constitute an election of remedies, not shall it preclude any party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

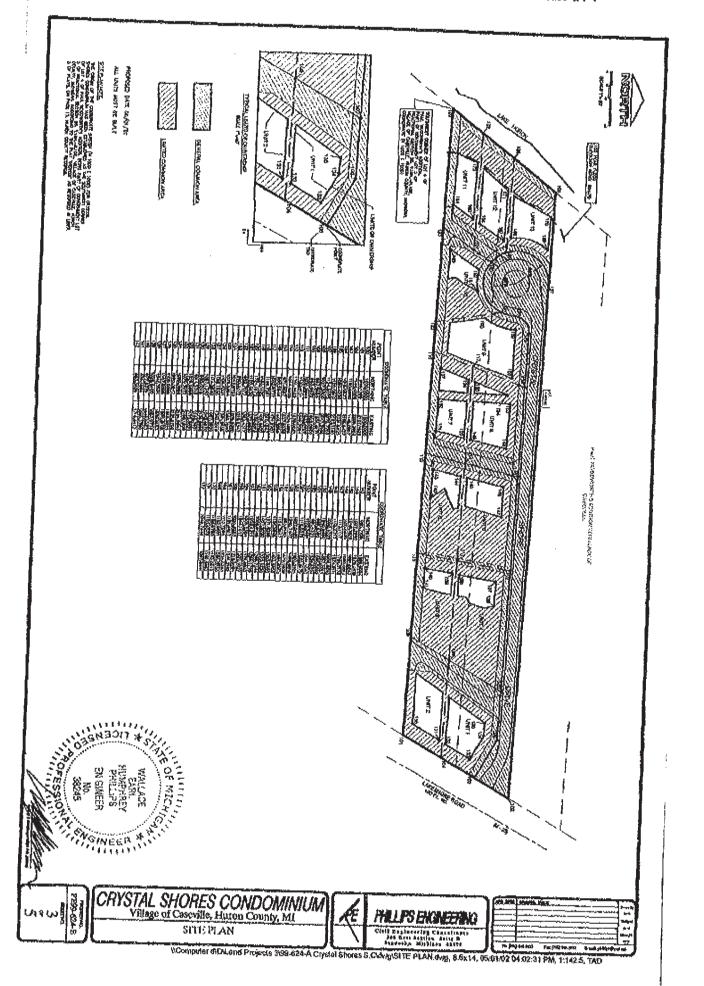
Article XII.

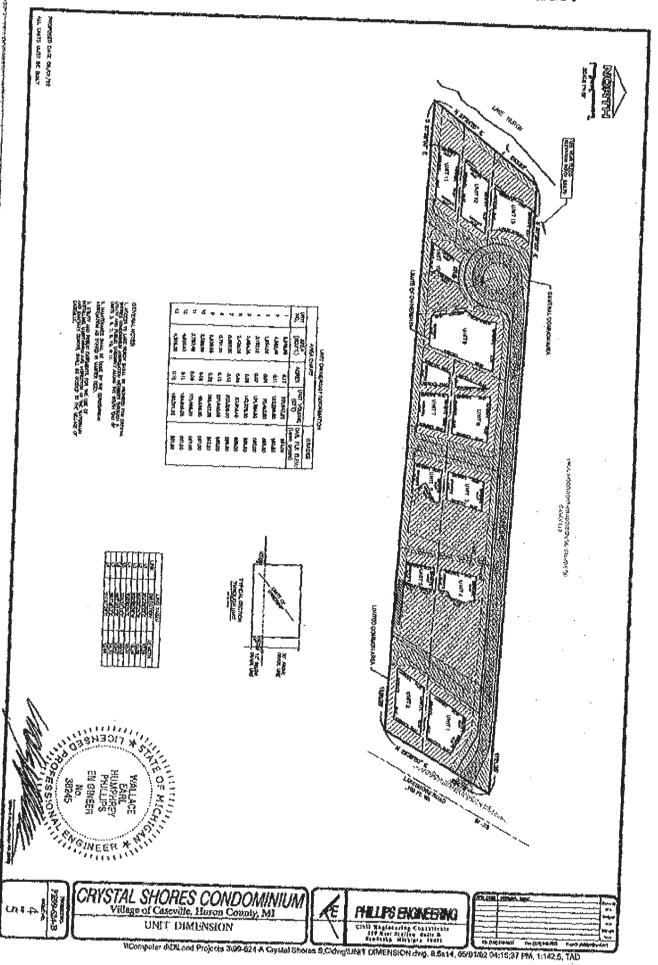
Severability

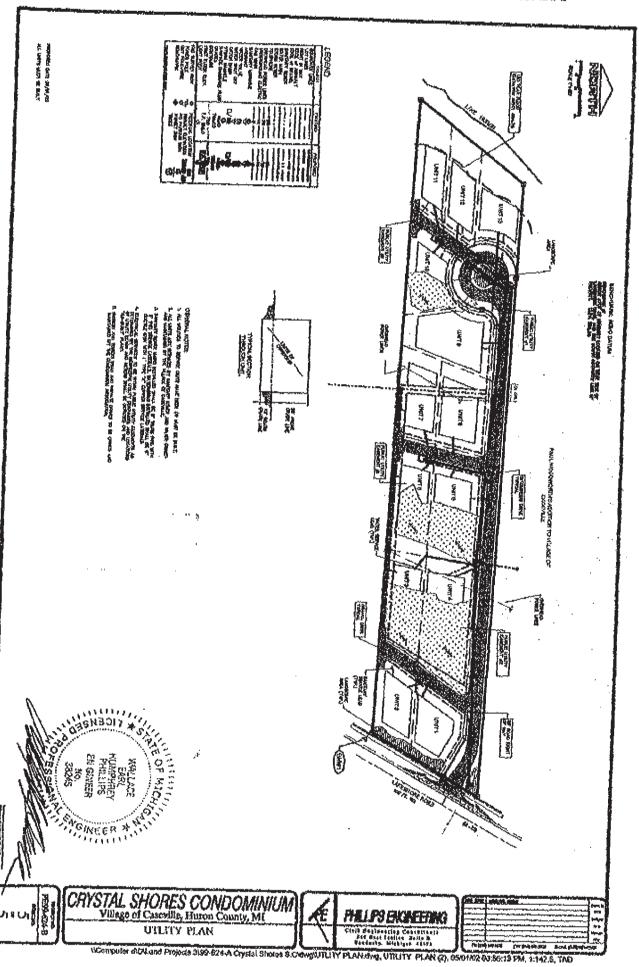
In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants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











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STATE OF MICHIGAN HURON COUNTY RECORDED

3 MAY 2002 8138118 AM

FRANCES L. HOLDWICK REGISTER OF DEEDS

MASTER DEED

CRYSTAL SHORES CONDOMINIUMS

This Master Deed is made and executed on April 30, 2002, by Peter Geloso and Patricia R. Geloso, Husband and Wife, ("Developer"), of 14504 Elrond Drive, Sterling Heights, Michigan 48313, in pursuance of the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended), here referred to as the "Act."

The Developer desires by recording this Master Deed, together with the Bylaws attached here as Exhibit A and together with the Condominium Subdivision Plan attached here as Exhibit B (both of which are incorporated here by reference and made a part of this document), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances, as a residential Condominium Project under the provisions of the Act.

The Developer does, upon recording, establish Crystal Shores as a Condominium Project under the Act and does declare that Crystal Shores, (here referred to as the "Condominium," "Project" of the "Condominium Project") shall after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved or in any other manner utilized, subject to the provisions of the Act, and to be covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B attached here, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

Article L

Title and Nature

The Condominium Project shall be known as Crystal Shores, Huron County Condominium Subdivision Plan No. <u>031</u>. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each are set forth completely in the Condominium Subdivision Plan attached here as Exhibit B. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Element of the Condominium Project.