# AMENDED AND RESTATED MASTER DEED OF ST. LAWRENCE ESTATES (Act 59, Public Acts of 1978 as amended) WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 241

This Amended and Restated Master Deèd is made and executed on this 23rd day of April, 2004, by the St. Lawrence Estates Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose address is c/o Herriman & Associates, 41486 Wilcox, Plymouth, MI 48170, represented herein by Victor Squires, the President of the St. Lawrence Estates Condominium Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

#### WITNESSETH:

WHEREAS, the Association desires by recording this Amended and Restated Master Deed, together with the Restated Condominium Bylaws attached hereto as Exhibit "A", and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended by Replat 1 attached to the First Amendment to the original Master Deed, (and which is hereby incorporated by reference and made a part hereof), to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act of Michigan. The original Master Deed for St. Lawrence Estates was recorded in Liber 23830 Pages 1-61, together with the First Amendment thereto, recorded in Liber 24458, Pages 640 et seq., and the Second Amendment thereto, recorded in Liber 26141, Pages 181 et seq., Wayne County Records, all of which is superceded hereby.

NOW THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of St. Lawrence Estates as a Condominium under the Condominium Act and does declare that St. Lawrence Estates (hereinafter referred to as the "Condominium", "Project" or 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 the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real

property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

#### ARTICLE I

#### TITLE AND NATURE

Section 1. <u>Condominium Name and Subdivision Plan No.</u> The Condominium shall be known as St. Lawrence Estates, Wayne Condominium Subdivision Plan No. 241. The Condominium Project is established in accordance with the Act.

Section 2. Condominium Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth completely in the Condominium Subdivision Plan applicable to this Amended and Restated Master Deed as Exhibit "B". Each Unit is capable of individual residential utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium Project as are designated by the Amended and Restated Master Deed.

Section 3. <u>Voting</u>. Co-owners shall have voting rights in the St. Lawrence Estates Condominium Association as set forth herein, in the Restated Condominium Bylaws and Articles of Incorporation of such Association.

#### ARTICLE II

# LEGAL DESCRIPTION

The land which comprises the Condominium Project established by the Master Deed is particularly described as follows:

The ST. LAWRENCE ESTATES CONDOMINIUM project site is situated in the City of Northville, Wayne County, Michigan described as:

Lots 230 and 231, "Assessor' Northville Plat No. 3., part of the Southwest 1/4 of Section 3, Town 1 South, Range 8 East, City of Northville, Wayne County, MI, as recorded in Liber 66 of Plats, on Page 43, Wayne County Records: more particularly described as commencing at the South 1/4 corner of said Section 31; thence South 87° 27' 03" West, 60.03 feet along the South line of said Section 3 to the Southeast corner of said Lot 230 and the point of beginnings; thence continuing South 87° 27' 03" West, 1251.89 feet (previously recorded as 1252.20 feet) along the South line of said Section 3 and the South line of said Lot 230, to the Southwest corner of said Lot 230; thence North 02° 32' 20" West, 218.37 feet (previously recorded as North 02° 25' 40" West 218.83 feet) along the Westerly line of said Lot 230, to the Northwest corner of said Lot 230; thence North 02° 36' 44" West, 127.20 feet (previously recorded as North 02° 36" 50" West) along the Westerly line of said Lot 231; thence. North 56° 54' 40"

East, 268.05 feet (previously recorded as North 56° 58' 00" East, 267.84 feet), along the Northerly line of said Lot 231; thence North 01° 08" 17" West, 165.04 feet (previously recorded as North 01° 07' 20" West, 165.00 feet), along the Westerly line of said Lot 231, to the Northwesterly corner of said Lot 231; thence the following courses along the Northerly line of said Lot 231; thence North 58° 33' 32" East, 203.91 feet (previously recorded as North 58° 35' 20" East, 203.87 feet); thence North 70° 00' 11" East, 306.59 feet (previously recorded as North 70° 02', East, 306.54 feet), to the Southwesterly right-of-way of Edward Hines Drive (120.00 feet wide); thence South 67° 05' 15" East, 124.05 feet; thence 255.81 feet along a curve to the left, said curve having a radius of 1962.59 feet, a central angle of 07° 28' 05", and a chord bearing, and distance of South 70° 49' 18" East, 255.63 feet along the Northerly line of said Lots 231 and 230 and the Southwesterly right-of-way of said Edward Hines Drive; thence South 49° 24' 10" East, 128.01 feet along the Northerly line of said Lot 230; thence South 58° 34' 20" East, 105.44 feet along the Northerly line of said Lot 230, to the Northeasterly corner of said Lot 230; thence South 04° 12' 35" East, 543.00 feet along the Easterly line of said Lot 230, to the point of beginning. All of the above containing 19.124 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

#### **ARTICLE III**

#### **DEFINITIONS**

Section 1. <u>General Description of Terms Used.</u> Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits "A" and "B", but are or may be used in various other instruments such as, by way of example and not limitation,

- The Articles of Incorporation
- Rules and Regulations of the St. Lawrence Estates Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in St. Lawrence Estates, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:
  - A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.
  - B. "Association" or "Association of Co-owners" means St. Lawrence Estates Condominium Association, a non-profit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

- C. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Restated Condominium Bylaws of St. Lawrence Estates Condominium Association, pertaining to operation of the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- D. "Unit or "Condominium Unit" each mean a single complete Unit in St. Lawrence Estates, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.
- E. "Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, together with the Association or Corporate Bylaws.
- F. "Condominium Documents", wherever used, means and includes:
- This Amended and Restated Master Deed
- Exhibit "A" hereof (Restated Condominium Bylaws)
- Exhibit "B" applicable hereto (Condominium Subdivision Plan)
- Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association.
- G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to Condominium as described above.
- H. "Condominium Project", "Condominium" or "Project" means St. Lawrence Estates as a Condominium Project established in conformity with the provisions of the Act.
- I. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended by Replat 1 attached to the First Amendment to the original Master Deed, (which is hereby incorporated by reference and made a part hereof as Exhibit "B").
- J. "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. The term "owner", wherever used, shall be synonymous with the term "Co-owner". The Developer is an owner as long as it owns one or more Units. Both Land Contract vendees and vendors shall be considered Co-owners, and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents of St. Lawrence Estates and the Act.
- K. "Developer" shall refer to SLE Development Corporation, a Michigan Corporation, who made and executed the original Master Deed, and its successors and assigns.
- L. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Condominium Units.
- M. "Amended and Restated Master Deed" means this document which when recorded shall reaffirm the establishment of the Condominium, and to which the Restated

Condominium Bylaws and the original Condominium Subdivision Plan are attached or made applicable as exhibits.

- N. "Percentage of value" means the percentage assigned to each Condominium Unit in Article VI hereof. The percentages of value of all Units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act. Percentages of value for each Condominium Unit have been determined with reference to reasonably comparative characteristics.
- O. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- P. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

Whenever any reference herein 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 herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

#### ARTICLE IV

## COMMON ELEMENTS

Section 1. <u>Common Elements</u>. The Common Elements of the Condominium described below and in the Condominium Subdivision Plan and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

- A. General Common Elements. The General Common Elements are:
- (1) <u>Land</u>. The land and beneficial easements, if any, described in Article II hereof, including roadways, walkways and parking areas not identified as Limited Common Elements;
- (2) <u>Electrical</u>. The electrical wiring network throughout the project, as originally installed by the Developer, including that contained within unit walls up to the point of connection with, but not including, electrical fixtures, plugs and switches within any unit, and exterior site lighting (wiring, fixtures, posts and meters);
- (3) <u>Telephone</u>. The telephone system throughout the project, as originally installed by the Developer, up to the point of entry to each unit;
- (4) <u>Gas.</u> The gas line network throughout the project, as originally installed by the Developer, including that contained within unit walls up to the point of connection with gas fixtures within any unit;

- (5) Water Distribution and Sanitary Sewer. The sanitary sewer and water distribution systems throughout the project, as originally installed by the Developer, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (6) Storm Sewer. The storm drainage and sewer systems throughout the project;
- (7) <u>Construction</u>. The foundations, supporting columns, unit roofs, perimeter walls, ceilings, floor construction and furnace chimneys which protrude from the roof (excluding windows and doors, but including only the exterior surface thereof) appurtenant to each condominium unit;
- (8) <u>Cable TV</u>. The cable television transmission system throughout the Condominium, up to the point of connection with each Unit's connections for service;
- (9) <u>Irrigation</u>. The irrigation system throughout the Project, including wells, if any, water lines, valves, sprinkler heads, timers, pumps and electrical equipment.
- (11) Other. All elements of the project designated as general common elements in Exhibit "B" applicable to this Master Deed, and, such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a condominium unit which are not designated as limited common elements in Exhibit "B" or in subsection B of this Article and which are intended for common use or 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 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 shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above ("utility system") may service single buildings containing more than one condominium unit. Accordingly, and where necessary or applicable, there shall be an easement for that common element through each condominium unit to enable the utility system to appropriately serve each of the condominium units in the subject building.

- B. <u>Limited Common Elements</u>. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are as follows:
  - (1) Entry Porches, and Decks. Each entry porch and individual deck appurtenant to each condominium unit shall be limited in use to the Co-owner of the applicable individual condominium unit. The maximum size of rear yard decks shall be 144 square feet, with a maximum length of 14 feet and a maximum depth from the building of 12 feet.

- (2) <u>Fireplace</u>, <u>Air Conditioning</u>, <u>Heating</u>, <u>and Dryer Venting</u>. Each individual air conditioner and compressor, furnace, humidifier and hot water heater, including all ductwork, internal electrical wiring and transmission lines appurtenant thereto, dryer venting, and fireplace combustion chamber, (including flues, inserts, liners and all related construction, inside or outside of the unit) and fireplace combustion chamber, (including flues, inserts, liners and all related construction, inside or outside of the unit), is restricted in use to the Co-owner of the Unit which such equipment services.
- (3) <u>Driveways</u>. Individual driveways leading to individual Units shall be limited in use to the Unit served thereby.
- (4) <u>Walkways</u>. Individual walkways to the extent that the same are integrated into, part of, or lead to decks and/or porches.
- (5) <u>Windows, Doors and Screens</u>. All windows, doorwalls, doors and screens shall be limited in use to the Co-owners of the units to which they are attached.
- (6) <u>Unit Interior</u>. Interior surfaces of unit perimeter walls, and all interior walls, windows, doors, ceilings, and floors contained within a unit shall be subject to the exclusive enjoyment and usage of the co-owner of each such Unit.
- (7) <u>Sump Pumps</u>. Each building contains a single sump pump that services all of the condominium units in that building. That sump pump is a Limited Common Element limited in use to and applicable to all of the individual condominium units included in the applicable building.
- (8) Other. Such other elements of the Project, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Project, shall be Limited Common Elements.
- C. <u>Responsibility</u>. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Restated Condominium Bylaws (Exhibit "A" to this Amended and Restated Master Deed), the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

# (1) Co-owner Responsibilities:

(a) <u>Unit</u>, <u>Limited Common Elements</u>. The primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Project, and the Limited Common Elements assigned or appurtenant thereto, (except for driveways and walkways) shall be borne by the Co-owner of the Unit, except as hereinafter described. In instances where a Limited Common Element services more than one Unit, such as sump pumps and meters, all

Units in the Building shall contribute equally to the costs incurred for maintenance, decoration, repair and replacement of such elements. In no case shall a Co-owner be entitled to maintain, repair or replace any exterior element of the Project, even though they may be assigned responsibility therefore, without the Association's mandatory prior written approval and control with respect to color, style, timing, material and appearance.

- Limited Common Elements for which the Association is (1)Responsible. The Association shall be responsible for the costs of maintenance repair and replacement, except in cases of Co-owner fault, of the Limited Common Elements described in Paragraphs B.(3), (4) and (7), above, and for periodic painting and routine maintenance of the building exteriors - although no Co-owner shall be able to claim lack of maintenance by the Association as a reason, in whole or part, for not being responsible for elements that are specified in this Article to be the responsibility of the Association. The Association shall also have the right, but not the obligation, to incur costs for maintenance, decoration, repair and replacement of the entry porches and individual decks described in Paragraph B.(1), and the windows and doors described in Paragraph B.(5). Should the Association exercise such right, the Co-owner shall have no further right to perform the activities undertaken by the Association, and the Association shall in such case charge back such costs to the Unit(s) serviced by the same, which charge shall constitute an assessment subject to collection in accordance with Article II of the Restated Condominium Bylaws.
  - (II) Additional Responsibilities of Co-owners. In addition to the Co-owner's responsibility under this Article IV, Section 1C.(1)(a), each Co-owner shall be responsible for the cost of decorating, maintaining, repairing and replacing the following items:
    - (i) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, furnace, air conditioner, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, range, oven, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters, and individual hot water heaters. Each Co-owner shall certify biannually, or more frequently if determined by the Board to be necessary, in writing to the Board of Directors, that each respective furnace unit has been inspected by a licensed HVAC technician, and that the durance is free of defects and is operating within safety parameters specified by the furnace manufacturer.

- (ii) The plumbing, gas and electrical wiring, piping and fixtures within a Unit, including but not limited to, shut-off valves, rings, washers, outlets, breakers and boxes and switches.
- (iii) Electrical outlets and switches connected to a Unit meter but located outside the Unit.
- (iv) All cabinets; counters; interior doors; closet doors; sinks; tile, either floor or wall; and related hardware.
- (v) All improvements or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim, regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair or replacement responsibilities as to a General Common Element;
- (vi) Any individual Unit drain lines located within the Unit.
- (vii) All individual decks and landscaping within or upon such deck.
- (viii) All windows, doors, doorwalls, screens and storms.
- (ix) All garage doors, together with all garage door supporting hardware, (including but not limited to, tracks, springs, locks, etc.), and door openers and remotes,
- (x) All interior drywall repair, maintenance and painting, regardless of cause giving rise to need for repair or maintenance.
- (xi) All basement/walkout improvements and enhancements, including original and added walls, ceilings and floor coverings.
- (xii) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.
- (b) <u>Utility Charges</u>. All costs of electricity, telephone, gas, water and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished.
- (c) <u>Co-owner Additions, Modifications</u>. Co-Owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require

access to any elements of the Project which require the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.

- (d) <u>Sump Pumps</u>. A Co-owner whose Unit contains a sump pump shall not restrict the Association, contractors, the utility company or respective governmental agency from entering into the Unit to maintain, repair or replace such equipment. Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association so as to avoid preventing reasonable accessibility to such equipment. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment. Damage to the General Common Elements caused by the malfunction of such equipment shall be borne by the Association in all instances.
- (e) <u>Co-owner Fault</u>. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Restated Condominium Bylaws.
- (f) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Condominium Bylaws shall be performed subject to the Association's mandatory prior written approval and control with respect to color, style, material and appearance.

# (2) Association Responsibilities:

- (a) <u>General Common Elements</u>. The costs of maintenance, decoration, repair and replacement of all General Common Elements, and those responsibilities for Limited Common Elements specified in Subparagraph C.(1)(a)(I), above, shall be borne by the Association, subject to any provisions of this Article and the Restated Condominium Bylaws expressly to the contrary.
- (b) <u>Unauthorized Repair</u>. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

(3) <u>Unusual Expenses</u>. Any other unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act.

#### ARTICLE V

#### **USE OF PREMISES**

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

#### **ARTICLE VI**

#### CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. <u>Condominium Unit Description</u>. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of the St. Lawrence Estates Condominiums as prepared by Milletics and Associates, professional surveyors, and made applicable hereto as Exhibit "B". Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor (including the enclosed garage) all as shown on the floor plans and sections in Exhibit "B" applicable hereto and delineated with heavy outlines. Building elevations are shown in detail in architectural plans and specifications on file with the City of Northville.
- B. Calculation of Percentage of Value. The percentage of value assigned to each Unit shall be determinative of such Co-owner's respective share of the Common Elements of the Condominium Project, and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration. The value of each Co-owner's vote at meetings of the Association shall be equal. The total value of the Project is one hundred (100%) percent. The Developer had determined that the comparative characteristics of the Units in the Condominium are approximately equal and that the percentages of value shall be based upon a formula that divides one hundred percent (100%) by the number of Units in the Condominium.

#### ARTICLE VII

#### EASEMENTS

Section 1. <u>Easements For Encroachment, Utilities, and Support</u>. In the event any Condominium Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or

improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Act.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines.

There shall exist easements of support with respect to any Unit wall which supports a Common Element.

Section 2. <u>Association's Right to Grant Easements</u>. The Board of Directors of the Association may grant easements over or through any portion of any General Common Element of the Condominium for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion.

Section 3. Association's Easement For Maintenance, Repair and Replacement. 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. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Amended and Restated Master Deed, the Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Master Deed, the Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto, the Association shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-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 provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due, in accordance with Article II of the Restated Condominium Bylaws; further, the lien for non-payment shall attach as in all cases of 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 4. <u>Deck Easements</u>. Easements shall exist upon the General Common Elements for the continued existence, maintenance and replacement of rear decks constructed prior to the date this Amended and Restated Master Deed becomes effective. From the effective date of this Amended and Restated Master Deed forward, easements shall exist upon the General Common Elements for the construction, existence, maintenance and replacement of rear decks for all Units of a size not exceeding 144 square feet, with a maximum length of 14 feet and a maximum depth from the building of 12 feet.

#### **ARTICLE VIII**

#### **AMENDMENTS**

This Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Act in the following manner.

Section 1. <u>Co-owner Approval</u>. Amendments may be made and recorded by the Association upon being approved by the Co-owners of a simple two-thirds (2/3) of the Units in the Condominium entitled to vote as of the record date for such vote, except as hereinafter provided.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgages (as defined in Section 90A(9) of the Act), such amendment shall require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90A of the Act.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article VI hereof, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Michigan Condominium Act, as amended. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Act. Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Master Deed to be executed the day and year first above written.

ST. LAWRENCE ESTATES CONDOMINIUM ASSOCIATION, a Michigan Nonprofit Corp.

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VICTOR T. SQUIRES

On this Way of W, 2004, the foregoing Amended and Restated Master Deed was acknowledged before me by <u>Victor T. Squires</u>, President of St. Lawrence Estates Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

DEMSE ANN CAMPBELL NOTARY PUBLIC WAYNE CO., MI MY COMMISSION EXPIRES OC 12, 2003

Drafted by and when recorded return to:
Mark F. Makower, Esq.
38525 Woodward Ave., #2000
Bloomfield Hills, MI 48304
BLOOMFIELD 596336

Menuse any Canylel , Notary Public County, MI My commission expires:

Acting in Wayne County

#### **CERTIFICATION**

STATE OF MICHIGAN )
)SS
COUNTY OF OAKLAND)

I, Mark F. Makower, being first duly sworn, depose and state as follows:

- 1. That I am the attorney for ST. LAWRENCE ESTATES CONDOMINIUM ASSOCIATION, the Corporation named in and which executed the attached Amended and Restated Master Deed of St. Lawrence Estates Condominium.
- 2. That I personally sent a copy of the attached Amended and Restated Master Deed, and the ballot and notice required under Section 90A of the Michigan Condominium Act, to all mortgagees of record of those units qualified to vote, as listed in the records of the Wayne County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Master Deed of St. Lawrence Estates Condominium.
- 3. That (2/3) of said mortgages have consented to the attached Amended and Restated Master Deed in accordance with the provisions of Section 90A of the Michigan Condominium Act. Said consents are maintained in St. Lawrence Estates Condominium Association file located in my office at 38525 Woodward Ave., Suite 2000, Bloomfield Hills, MI 48304.

Mark F/ Makow

Subscribed and sworn to before me this 22nd day of February 2004

22nd day of February, 2004.

onna J. Pappert Notary Publ

On Kland County, Michiga

My Commission Expires: 5/13/2007

#### **CERTIFICATION**

STATE OF MICHIGAN	)
	)SS
COUNTY OF OAKLAND	)

I. Shirley McClure, being first duly sworn, depose and state as follows:

That I am the Managing Agent of the St. Lawrence Estates Condominium Association, the corporation named in and which executed the Amended and Restated Master Deed of St. Lawrence Estates Condominium.

That the Amended and Restated Master Deed of St. Lawrence Estates Condominium was submitted to all owners of units in the St. Lawrence Estates Condominium for the purpose of voting thereon, and that said owners approved said document by a vote of more than two thirds of all owners eligible to vote.

ann Campell

That records of said consents are maintained at 41486 Wilcox Rd., Plymouth, MI 48170.

FURTHER AFFIANT SAYETH NOT.

Acknowledged, subscribed and sworn to before me this 2004 day of April, 2004.

DENISE ANN CAMPSELL NOTARY PUBLIC WAYNE CO., MI MY COMMISSION EXPIRES OR 13, 2008

County, Michigan

County Acting in Wayre My Commission Expires:

# EXHIBIT A RESTATED CONDOMINIUM BYLAWS FOR ST. LAWRENCE ESTATES

#### ARTICLE I

#### ASSOCIATION OF CO-OWNERS

SECTION 1. The Association. St. Lawrence Estates, a residential Condominium project located in the City of Northville, Wayne County, Michigan, shall be administered by an association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project, subject to and in accordance with:

- (a.) the Amended and Restated Master Deed
- (b.) these Bylaws
- (c.) the Articles of Incorporation
- (d.) the duly adopted Rules and Regulations of the Association, and
- (e.) 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 therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

SECTION 2. <u>Purpose of the Bylaws</u>. These Bylaws shall are designated as both the Condominium Bylaws, relating to the manner in which the Condominium and the common affairs of the Co-owners of the Condominium Units shall be administered, as required by Act No. 59 of the Public Acts of Michigan of 1978, as amended, and the Association or Corporate Bylaws, governing the operation of the Association as a corporate entity, as required by Act No. 162 of the Public Acts of Michigan of 1982, as amended.

#### ARTICLE II

#### **ASSESSMENTS**

SECTION 1. <u>Taxes and Assessments</u>; <u>Expenses of Administration</u>. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration. Special assessments and property taxes shall be assessed against the individual Condominium Units identified as Units on the Condominium Subdivision Plan and not on the total property of the project or any other part thereof. Special assessments and property taxes in any year in which the property existed as an established condominium project on the tax day shall be assessed against the individual Condominium Unit, notwithstanding any subsequent vacation of the condominium project. The levying of all property taxes and special assessments shall comply with Section 131 of the Act.

SECTION 2. <u>Assessments for Common Elements</u>. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration; and all sums received as proceeds of, or pursuant to, any policy of insurance

carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration, within the meaning of Section 54(4) of the Act.

SECTION 3. <u>Determination of Assessments</u>. Assessments shall be determined in accordance with the following provisions:

- A. Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any budget adopted shall include an allocation to a reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with subsection D. hereof. 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 the year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments.
- B. Additional Assessments. The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary in the Board's sole discretion, provided that the same shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide replacements of existing Common Elements; (iii) to provide additions to the Common Elements at a total annual cost not exceeding three percent (3%) of the current year's annual operating budget; or (iv) for any emergencies. The Board of Directors shall also have the authority, without the necessity of Co-owner consent, to levy assessments pursuant to the provisions of Article V., Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its members, and shall not be enforceable by any creditors of the Association or its members.
- C. <u>Special Assessments</u>. Special assessments, in addition to those described in subparagraph A. above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) assessments for additions to Common Elements whose total annual cost exceeds three percent (3%) of the current year's annual operating budget; (ii) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; (iii) assessments for social activities; or (iv) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subparagraph shall not be levied without the prior approval of more than fifty (50%) percent of all Co-owners in number. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of the Association or its members.

D. Reserve Fund. The Board of Directors shall maintain a reserve fund solely for major repairs and replacements of common elements and emergency expenditures, which reserve fund shall be in the amount of not less than ten (10%) percent of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a noncumulative basis. The Association may increase or decrease the reserve fund but may not reduce it below ten (10%) percent of the annual budget of the Association. The reserve must be funded at least annually from the proceeds of the regular monthly payments set forth in Subparagraph A of this Section, but may be supplemented by additional or special assessments if determined necessary by the Board of Directors. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

SECTION 4. Payment of Assessments and Penalty for Default. 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 the Amended and Restated Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Condominium Unit. Annual assessment shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment, which shall be the first day of each calendar month. Assessments in default shall bear interest at the highest rate allowed by law until paid in full. In addition, all assessments that remain unpaid as of ten (10) days after the due date, shall incur a uniform late charge of ten percent (10%) of the unpaid assessment to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise said uniform late charges, and may levy additional late fees for special and additional assessments, pursuant to Section 11 of Article VI of these Bylaws, without the necessity of amending these Bylaws. In the event of any delinquency, the Board shall have the right to accelerate all of the remaining unpaid installments of the annual assessment for that fiscal year and declare them to be immediately due and payable. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment) levied against his Unit while such Co-owner has an ownership interest therein. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

SECTION 5. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his 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 Unit.

- A. Statutory Lien. Sums assessed to a Co-owner which are unpaid, together with interest of such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorneys fees and fines (as allowed by the Condominium Documents or the Act), constitute a lien upon the Unit or Units in the development owned by the Co-owner at the time of the assessment before other liens except tax liens on the Condominium Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded as provided hereafter in this Section 6, have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Condominium Units. The lien may be foreclosed by judicial action or by advertisement in the name of the condominium project on behalf of the other Co-owners as hereinafter provided.
- B. Remedies. The Association may enforce collection of delinquent assessments by a suit of law for money judgment or by foreclosure of the statutory lien that secures payment of assessments. A Co-owner may not withhold or escrow assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for non-payment of assessments, the fact that the Association or its agents have not provided services or management to a Coowner. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Coowner in default shall not be entitled to utilize any of the general Common Elements of the Project, shall not be qualified to run for or function as an officer or Director of the Association, and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him, and if the Unit is not occupied by the Co-owner, to lease the Condominium Unit and collect and apply the rental therefrom. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XVI of these Bylaws. All remedies shall be cumulative and not alternative.
- C. <u>Foreclosure of Lien</u>. Each Co-owner, 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 of the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of Section 108 of the Act, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to

sell or to cause to be sold the Unit (and improvements) with respect to which assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section 6 and that he 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.

D. Notice of Action. Notwithstanding the foregoing, 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 ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that one or more installments of the annual 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 ten (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 sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of records. 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 ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association.

E. Expenses of Collection. All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

SECTION 7. <u>Liability of Mortgagee</u>. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project, or its successors and assigns, which comes into possession of the Unit pursuant to the foreclosure remedies provided in the mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which become due prior to the acquisition of title to the Unit by such person or entity, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit, and except for claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

SECTION 8. Assessment Status Upon Sale of Unit. Upon the sale or conveyance of a Condominium Unit, any unpaid assessments, interest, late fees, fines, costs and attorney's fees against the Condominium Unit shall be paid out of the net proceeds of the sale price to the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid

assessments. A purchaser of a Condominium Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorney's fees outstanding against the Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorney's fees in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Unit together with interest, late fees, fines, costs and attorneys' fees incurred in connection with the collection of such assessments.

- SECTION 9. <u>Construction Liens</u>. Construction liens attaching to any portion of the condominium premises shall be subject to the following limitations and Section 132 of the Act:
- A. Except as provided herein, a construction lien for work performed upon a Condominium Unit or upon a limited Common Element may attach only to the Condominium Unit upon which the work was performed.
- B. A construction lien for work authorized by the Association may attach to each Condominium Unit only to the proportionate extent that the Co-owner of the Condominium Unit is required to contribute to the expenses of administration as provided by the condominium documents.
- C. A construction lien may not arise or attach to a Condominium Unit for work performed on the Common Elements not contracted for by the Association.

#### ARTICLE III

#### ARBITRATION

SECTION 1. <u>Arbitration</u>. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or 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, if applicable, be submitted to arbitration and parties thereto 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 hereafter shall be applicable to any such arbitration.

SECTION 2. Right to Judicial Action. In the absence of the election and written consent of the parties pursuant to Section 1, above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

SECTION 3. Effect of Election to Arbitrate. Election by the parties to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

#### ARTICLE IV

#### **INSURANCE**

SECTION 1. <u>Association Coverage</u>. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium that are the Association's responsibility under Article IV of the Amended and Restated Master Deed, Fidelity Bond coverage for the members of the Board and any management agent who has access to and authority over any monies received by or payable to the Association, Directors and Officers Liability coverage, and such other insurance as the Board of Directors deems advisable, and all such insurance shall be carried and administered in accordance with the following provisions:

- A. Respective Responsibilities. All such insurance shall be purchased by the Association for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear; and provision shall be made for the issuance of certificates of mortgagee Unit owners are advised that the endorsements to the mortgagees of Co-owners. Association's coverage is not intended to be complete as to all matters, and the Co-owners have an obligation to provide certain coverages as outlined in this Article. Co-owners are advised to consult with their insurance advisors to determine what additional insurance they must obtain upon their Units and appurtenant Limited Common Elements, at their own expense, in addition to the coverage carried by the Association. It shall be each Co-owner's responsibility to obtain insurance coverage for the interior of the Unit, including Common Elements therein, all fixtures, equipment, and trim within a Unit, personal property located within a Unit or elsewhere in the Condominium, as well as for all improvements and betterments to the Unit and Limited Common Elements, and for personal liability and property damage for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit for which the Co-owner is responsible pursuant to Article IV of the Amended and Restated Master Deed, and also for alternative living expense in event of fire or other casualty, and the Association shall have absolutely no responsibility for obtaining such coverages. Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The liability insurance carried by the Association and the Co-owners shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.
- B. Insuring of Common Elements. All Common Elements of the Condominium shall be insured by the Association or Co-owners, as the case may be, (according to the responsibilities for each element assigned in Article IV of the Amended and Restated Master Deed), against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Association coverages shall be determined annually by the Board of Directors of the Association in consultation with its appropriate professional advisors. The Association's coverage may also include, as secondary coverage in accordance with the provisions of Subparagraph E, interior walls within any Unit and may further include certain fixtures and trim within a Unit which were furnished with the Unit as standard items, in accord with the plans and specifications for the Project on file with the City of Northville, or such replacements thereof as

do not exceed the cost of such standard items. Such fixtures and trim, if covered, are to consist of standard bathroom and kitchen fixtures, standard countertops and cabinets, but shall specifically exclude appliances, water heaters, heating and air conditioning equipment, wallcovering, window treatments and floor covering. Any improvements or items installed in addition to such standard items, regardless of by whom installed, shall be covered by insurance obtained by and at the expense of the individual Co-owners.

- C. <u>Cost of Insurance</u>. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- D. <u>Proceeds of Insurance Policies</u>. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.
- E. <u>Determination of Primary Carrier</u>. It is understood that there may be overlapping coverage between the Co-owners' policies and those of the Association, as required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents, or any other Unit, Limited Common Element or other element or property for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed, the Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the Unit or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Master Deed (including improvements and betterments), the Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds, and shall not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a general common element or the repair or

replacement thereof, the insurance carrier of the Co-owner shall have no right of subrogation against the Association or its carrier.

SECTION 2. Association as Attorney-in-Fact. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, any Unit and the Common Elements thereof and such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing in accordance with this Article.

SECTION 3. <u>Indemnification</u>. Each individual Co-owner shall indemnify and hold harmless every other Co-owner and the Association for all damages and costs, including attorneys' fees, which such other Co-owners or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if so required by the Association. This Section 3 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

#### **ARTICLE V**

## RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY

SECTION 1. Determination of Reconstruction or Repair. This Article shall apply only to damage by casualty or other insurable event. Any other situations involving maintenance, repair and replacement shall be governed by the allocation of responsibilities contained in Article IV, Section C of the Amended and Restated Master Deed. If any part of the Condominium shall be damaged by insured casualty, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

- A. Repair or Reconstruction. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by the affirmative vote of eighty (80%) percent of the Co-owners in the Condominium that the Condominium shall be terminated, and each institutional holder of a first mortgage lien on any Unit in the Condominium has given prior written approval of such termination.
- B. <u>Decision Not to Repair or Reconstruct</u>. If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the

damaged property shall not be rebuilt and the Condominium shall be terminated, unless eighty (80%) percent or more of all Co-owners in number and value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

SECTION 2. Repair and Reconstruction To Condition Existing Prior to Damage. Any such reconstruction or repair shall be substantially in accordance with the Amended and Restated Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

#### SECTION 3. Co-owner Responsibility for Reconstruction or Repair.

- A. <u>Definition of Responsibility</u>. If the damage is only to a part of a Unit or common elements which are the responsibility of a Co-owner to maintain and repair and/or insure, it shall be the responsibility of the Co-owner to repair such damage in accordance with Subsection B. hereof. In all other cases, the responsibility for reconstruction and repair, although not necessarily the costs thereof, shall be that of the Association.
- B. Co-owner Items. Regardless of the cause or nature of any damage or deterioration, including but not limited to incidents where the damage is incidental or caused by a general common element or the repair or replacement thereof, each Co-owner shall be responsible for the reconstruction and repair of the interior of the Co-owner's Unit and all fixtures, trim and personal property, including, but not limited to, drywall, floor coverings, window shades, draperies, interior walls (but not any General Common Elements therein), wall coverings, interior trim, furniture, light fixtures, and all appliances, whether freestanding or built-in. Each Co-owner shall be further responsible for the repair, reconstruction and maintenance of all items for which the Co-owner is assigned such responsibility in Article IV of the Amended and Restated Master Deed. In the event any damage to Common Elements is the responsibility of the Association's insurance carrier pursuant to the provisions of Article IV, Section 1E hereof, then the reconstruction or repair of the same shall be the responsibility of the Association in accordance with Section 4 of this Article, although the responsibility for costs thereof shall be allocated in accordance with the provisions of this Section and Section 4. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, and the carrier of such insurance is responsible for paying a claim pursuant to the provisions of Article IV, Section 1E hereof, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, only in the absence of Co-owner coverage, (but the Co-owner shall be responsible for any deductible amount), and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly, to be used solely for the necessary repairs. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any Unit in the Condominium.

SECTION 4. <u>Association Responsibility for Reconstruction or Repair of Common Elements</u>. Subject to the responsibility of the individual Co-owners as outlined in Section 3 above, and other provisions of these Bylaws or the Amended and Restated Master Deed applicable to such situations, the Association shall be responsible for the reconstruction and repair of the General Common Elements and those Limited Common Elements for which it is assigned such responsibility in Article IV of the Amended and Restated Master Deed. Under no circumstances shall the Association be responsible for incidental or consequential damage

to a Unit, Limited Common Elements, personal property, fixtures, equipment or other property that is the responsibility of a Co-owner pursuant to Section 3 immediately above. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in Article IV of the Amended and Restated Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

SECTION 5. <u>Timely Reconstruction</u>. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with the replacement or repair of the damaged property without delay, and shall complete such replacement or repair within six (6) months after the date of the occurrence which caused damage to the property.

SECTION 6. <u>Eminent Domain</u>. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

- A. Common Elements Taken by Eminent Domain. If any portion of the Common Elements is taken by eminent domain, the award therefor shall be allowed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners shall be binding on all Co-owners.
- B. Condominium Unit Taken by Eminent Domain. If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The Court shall enter a decree reflecting the reallocation of the undivided interest in the Common Elements as well as for the Condominium Unit.
- C. Partial Taking of a Condominium Unit. If portions of a Condominium Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Condominium Unit not taken. The undivided interest of such Condominium Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of such Condominium Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of such Condominium Unit shall be reallocated among the other Condominium Units in the condominium project in proportion to their respective undivided interests in the Common Elements. A Condominium Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to

the following subsection, as well as for that portion of the Condominium Unit taken by eminent domain.

- D. Impossibility of Use of Portion of Unit not Taken by Eminent Domain. If the taking of a portion of a Condominium Unit makes it impractical to use the remaining portion of that Condominium Unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the Common Elements appertaining to that Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Condominium Unit shall thenceforth be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Condominium Unit.
- E. Future Expenses of Administration Appertaining to Condominium Unit(s) Taken by Eminent Domain. Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a Condominium Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their relative voting strength in the Association. A Condominium Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.
- F. Condominium Continuation after the taking by Eminent Domain. In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Amended and Restated Master Deed amended accordingly. 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 thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Condominium.
- G. <u>Condemnation or Eminent Domain Proceeding</u>. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements, or any portion thereof, 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 so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

SECTION 7. Rights of First Mortgagees. 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 mortgagees 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 1. Use of Condominium Unit.

- A. <u>Single Family Use</u>. No Unit in the Condominium shall be used for other than single family residential purposes, and the Common Elements shall be used only for purposes consistent with the use herein stated. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium, except that Co-owners shall be allowed to have offices in their homes, provided the same do not constitute a violation of any ordinances or regulations of the City of Northville, and do not involve additional pedestrian or vehicular traffic and/or congestion within the Condominium, do not disturb other Co-owners, do not involve additional expense to the Association (such as utility charges and insurance), and do not violate any other provision or restriction contained in the Condominium Documents.
- B. Occupancy Restrictions. All Units shall be occupied in strict conformance with the restrictions and regulations of the BOCA National Property Maintenance Code, or such other codes or ordinances that may be adopted by the City of Northville from time to time. Accordingly, the number of persons allowed to reside in any Unit shall be restricted by the size of the bedrooms and other areas of said Unit. Such restrictions shall automatically change, without the necessity of an amendment to this document, upon the adoption of alternative regulations by the City of Northville, such that the occupancy of all Units in the Condominium shall be in accordance with all City regulations at all times.

# SECTION 2. Leasing and Rental of Units.

A. Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in subparagraph B. below, and further provided the total number of Units in the Project being occupied under a lease does not exceed five (5), on a first come first served basis. The number limitation of the preceding sentence shall not apply to (1) a lender in possession of a Unit by reason of foreclosure, (2) to an heir or devisee of a Co-owner who obtains title to a Unit upon death of a Co-owner, or (3) to any Units that are leased as of the effective date of these Bylaws for the duration of that existing lease or any extension thereof.

No Co-owner shall lease less than an entire Unit in the Condominium, and no lease or occupancy arrangement shall be for an initial term of less than one (1) year. Such written lease shall (i) require the lessee to comply with the Condominium Documents and Rules and Regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and Rules and Regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after 15 days' prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by all Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors, along with the Co-owner's mailing address for notices. Copies of all leases in effect as of the effective date of

these Amended and Restated Bylaws shall be provided to the Association within 14 days of said effective date. Under no circumstances shall transient tenants be accommodated. For purposes of the Section 2A, a "transient tenant" is a Non-Co-owner residing in a Condominium Unit for less than sixty days, who has paid consideration therefor. 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 and all leases, rental agreements and occupancy agreements shall so state. If a Unit is not leased or rented, but is occupied solely by individuals who do not own the Unit, the Co-owner shall provide the Association with the names of all occupants, an address and contact information for Co-owner, and a summary of the terms of the occupancy arrangement under which such occupants occupy the Unit in question.

- B. <u>Procedures for Leasing</u>. The leasing of Units in the Project shall conform to the following provisions:
  - (1) A Co-owner desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least twenty-one (21) days before presenting a Lease Form to a potential lessee, and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Association shall be entitled to approve or not approve any such proposed lease transaction in accordance with the provisions of this Section. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupant(s), along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed arrangement.
  - (2) Tenants or Non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.
  - (3) If the Association determines that the tenant or Non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
    - (a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.
    - (b) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
    - (c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or Non-Co-owner and tenant or Non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit. The Co-owner shall be

responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorneys fees.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent, otherwise due the Co-owner, to the Association, then the Association may (1) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, or (2) initiate proceedings pursuant to Section 112(4)(b) of the Act.

#### SECTION 3.

A. Alterations. No Co-owner shall make alterations in exterior appearance or make structural modifications to any Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in the appearance or use of any of the Common Elements, limited or general, without the express written approval of the Board of Directors, including but not limited to, exterior painting, replacement of windows, or the erection of lights, awnings, shutters, doors, newspaper holders, mailboxes, spas, hot tubs, decks, structures, fences, walls, landscaping or other exterior attachments or modifications. The erection of antennas, DBS reception devices, and other technologies regulated by the Federal Communications Commission, shall be in accordance with duly promulgated rules and regulations of the Association, which shall at all times be construed so as not to violate FCC regulations applicable thereto. No buildings, fences, walls, retaining walls, decks, patios, banners, drives, walks, or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations, nor shall any hedges trees or substantial plantings, or landscaping modifications be made, until plans and specifications acceptable to the Association showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Association, and a copy of said plans and specifications, as finally approved, delivered to the Association. The Association shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or any other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole, as well as the opinion of any other Co-owners in the Project. In the event that any application for changes are approved by the Board of Directors, such approval shall be subject to a recordable, written undertaking by the Co-owner acknowledging that installation, maintenance and insuring of all of the improvements are to be at the Co-owner's sole expense, and that injury, if any, to the Common Elements will be repaired promptly by the Co-owner at his sole expense and that the improvements will be completed by a date to be determined and established by the Board of Directors. No Co-owner shall in any way restrict

access to any plumbing, water line, water line valves, water meter, sump pump, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; providing, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Any request for a deck or deck extension or addition (or any other addition located outside of a Unit) must show the same to be entirely contained within the Limited Common Element areas appurtenant to the Unit in question, and must be in accordance with all Association rules, regulations and policies concerning construction and use. All decks and other improvements located outside of a Unit and its appurtenant Limited Common Elements as of the effective date of these Bylaws shall be allowed to remain, but must be conformed to the letter of these restrictions at the time of any replacement, reconstruction or major repair.

- B. Modifications or Improvements to Accommodate the Disabled. Notwithstanding the previous subparagraph A, a Co-owner may make improvements or modifications to the Co-owner's Condominium Unit, including Common Elements and the route from the public way to the door of the Co-owner's Condominium Unit, at the Co-owner's expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the unit or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the unit, subject to the following:
  - (1) 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, nor unreasonably prevent passage by other residents of the Condominium Project upon the Common Elements.
  - (2) The Co-owner shall be liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, and such improvement or modification shall comply with all applicable state and local building requirements and health and safety laws and ordinances and shall be made as closely as possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.
  - (3) Before an improvement or modification allowed by this subsection is made the Co-owner shall submit plans and specifications for such alteration to the Association for approval. If the proposed alteration substantially conforms to the requirements of this subsection, the Association shall not deny the same without good cause. A denial shall be in writing, delivered to the Co-owner, listing the changes needed for the proposed alteration to conform. Any requests for approval

by the Association under this subsection shall be acted upon not later than sixty (60) days after the required plans and specifications are submitted. Failure of the Association to approve or deny a request within the sixty (60) day period shall entitle the Co-owner to undertake the alteration without the approval of the Association.

- (4) Any Co-owner making an alteration pursuant to this subsection shall maintain liability insurance and provide the Association with proof thereof prior to undertaking the alteration or modification, 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 or modification, and naming the Association as an additional insured, but the Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior alteration, and the Co-owner shall not be required to maintain liability insurance with respect to any Common Element.
- (5) Responsibility for the cost of any maintenance, repair or replacement of an exterior alteration allowed by this Section shall be in accordance with the provisions of Section 47(a) of the Michigan Condominium Act.
- (6) A Co-owner having made an improvement or modification allowed by this subsection shall notify the Association in writing of the Co-owner's intention to convey any interest in or lease his or her Condominium Unit to another, not less than thirty (30) days before the effective date of the conveyance or lease. Not more than thirty (30) days after receiving such a notice, the Association may require that the Co-owner remove the improvement or modification and restore the premises at the Co-owner's expense. In the absence of the required notice of conveyance or lease, the Association may at any time remove or require the Co-owner to remove the improvement or modification at the Co-owner's expense, however, the Association may not remove or require the removal of an improvement or modification if the Co-owner intends to resume residing in the Unit within 12 months or a Co-owner conveys or leases the Condominium Unit to a person with disabilities who needs the same type of improvement or modification, or who has a person residing with him or her who requires the same type of improvement or modification. As used in this Section, "person with disabilities" means that term as defined in Section 2 of the state construction code act of 1972 - MCL 125,1502.

SECTION 4. Conduct upon the Condominium Premises. No unlawful or offensive activity, including but not limited to speeding or other vehicular infractions, shall be carried on or upon the Common Elements, limited or general, or any Unit, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the Association's insurance premiums or increase the risk of loss on the Condominium without written approval of the Association and the responsible Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

SECTION 5. Animals upon the Condominium Premises. No animal, including household pets, shall be kept or allowed by any Co-owner without the written approval of the Board of Directors. In no event shall approval be given for more than one (1) dog or one (1) cat per Unit. Any such approval shall be revocable at any time by the Association for failure of such pets or their owners to abide by the provisions of this Section, the Rules and Regulations of the Association and municipal ordinances pertaining to the keeping of pets. Any Co-owner having any pet in excess of those allowed under this Section as of the effective date of these Bylaws shall be allowed to keep them until they die or are otherwise removed from the Condominium, but shall not replace any pet in excess of the limitations of this paragraph.

A. Restrictions Applicable to Pets in the Project. ALL ALLOWED PETS MUST BE REGISTERED WITH THE ASSOCIATION. No animals may be kept or bred for any commercial purpose. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. All approved pets shall be kept or allowed on the premises subject to the provisions of the ordinances of Northville City in addition to this Section. No animal may be permitted to be loose upon the Common Elements and any animal shall at all times be attended (leashed) by some responsible person while on the Common Elements. Each Co-owner shall be responsible for the collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner, anywhere in the Condominium Project. No savage or dangerous animal of any type shall be kept by any Co-owner. Any Co-owner who causes any animal to be brought, maintained or kept on the premises of the Condominium for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorney fees and costs, which the Association may sustain as a result of the presence of such animal on the premises, whether such animal is permitted or not, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. All animals kept in accordance with this Section shall be licensed by the municipal agency having jurisdiction, and proof of the animal's shots shall be provided to the Association. The term "animal" or "pet" as used in this section shall not include fish and/or small caged birds. Any exotic pets or animals are strictly prohibited. Small animals normally kept in homes, such as snakes, hamsters, turtles and gerbils must be kept in the Unit, caged at all times.

B. <u>Association Remedies</u>. The Association may adopt such additional reasonable rules and regulations with respect to animals, as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium that it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulation of the Association.

SECTION 6. <u>Use of Common Elements</u>. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash

Li-41601 Pa=603 204555246 10/29/2004 Bernard J. Younsblood Wayne Co. Resister of Deeds

#### AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF MICHIGAN ) COUNTY OF WAYNE ) SS.

Mark F. Makower, Attorney for St. Lawrence Estates Condominium Association, being duly sworn, says that he is the attorney for St. Lawrence Estates Condominium Association. That on May 12. 2004 said Association caused an Amended and Restated Master Deed of St. Lawrence Estates to be filed. Said Amended and Restated Master Deed was recorded on May 12, 2004 in Liber 40521, Pages 37-88 of Wayne County Records. Said Amended and Restated Master Deed relates to the following described property, situated in the City of Northville, County of Wayne, State of Michigan:

St. Lawrence Estates, according to the Master Deed thereof as recorded in Liber 28230, Pages 1-61, together with the First Amendment thereto, recorded in Liber 24458, Pages 640 et seq., the Second Amendment thereto, recorded in Liber 26141, Pages 181 et seq., Wayne County records and designated as Wayne County Condominium Plan No. 241.

That said Amended and Restated Master Deed contains an error, namely, the real text of Article VI, Section 7, Obstruction of Common Elements, of the Restated Condominium Bylaws for St. Lawrence Estates was omitted and instead duplicated from Section 8.

That attached hereto as Exhibit A is a corrected version of the Restated Condominium Bylaws for St. Lawrence Estates, containing the corrected and proper Article VI, Section 7, Obstruction of Common Elements.

Further Affiant sayeth not.

Dated: October 27, 2004

DICKINSON WRIGHT PLLC

Mark F. Makower, Attorney for St. Lawrence Estates Condominium

Association

On October 27, 2004 before me appeared Mark F. Makower, attorney for St. Lawrence Estates Condominium Association known to me to be the person who executed the above Affidavit of Scrivener's Error on behalf of St. Lawrence Estates Condominium Association and acknowledged the same to be the duly authorized free act and deed of the corporation.

Lisa M. Nance, Notary Public

Wayne County, MI, Acting in

Wayne County, MI

My Commission Expires: 11/23/04

DRAFTED BY AND WHEN RECORDED RETURN TO: Mark F. Makower, Esq. 38525 Woodward Ave., Ste 2000 Bloomfield Hills, MI 48304

receptacles shall be maintained inside each individual garage at all times, and shall not be permitted to remain elsewhere on the Common Elements, except for such short periods of time established by the Board of Directors as necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, or airing of clothing or other fabrics. Automobiles may be washed in the Limited Common Element driveways appurtenant to each Unit. Bird or animal feeders and birdhouses of any type are prohibited anywhere on the Common Elements, Limited or General, including decks. Use of barbecues and grills shall always be in compliance with the ordinances and fire regulations of the City of Northville. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his Unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium.

SECTION 7. Obstruction of Common Elements. Lawns, landscaped areas, driveways, roads, and parking areas shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements. Garage sales or similar kinds of sales are prohibited except in the case of a community wide sale which would be organized by the Association. Estate sales, defined as a sale to dispose of the physical assets of a deceased or incapacitated Co-owner, may be held with the expressed written approval of the Board of Directors.

SECTION 8. Vehicles upon the Condominium Premises. No house trailers, recreational vehicles, boat trailers, watercraft, camping vehicles, camping trailers, snowmobiles, any non-motorized vehicles (including but not limited to utility trailers, and trailers used to transport snowmobiles, watercraft and other payload) off-the-road vehicles, all terrain vehicles or vehicles other than automobiles, motorcycles, SUVs and non-commercial pick-up trucks and passenger vans, used as an occupant's primary means of transportation, may be parked or stored upon the premises of the Condominium, unless specifically approved by the Association in accordance with the provisions of this Section. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of his/her family of any casual, personal, motorized transportation or entertainment anywhere within the Project, including, but not limited to, motorized scooters, go-carts, dirt bikes and the like.

A. <u>Temporary Presence</u>. The Board of Directors shall have discretion to issue rules and regulations that provide for the temporary presence of the above enumerated recreational vehicles upon the Condominium Premises for proper purposes, such as loading and unloading of said vehicles. In such cases, the presence of said vehicles shall not be allowed for more than 24 hours. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefor.

B. <u>Commercial Vehicles</u>. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as provided below in Subsection D) unless while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 19 feet, or with more than two axles, vehicles with

commercial license plates, vehicles not intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, storage racks, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, small passenger vans and pick-up trucks shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained herein. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area thereof.

- C. <u>Standing Vehicles</u>, <u>Repairs</u>. Non-operational vehicles or vehicles with expired license plates shall not be parked on the Condominium Premises without written permission of the Association. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises, unless specifically approved by the Board of Directors.
- D. <u>Parking Restrictions</u>. Overnight parking on the streets of the Condominium is prohibited. Vehicles may not be parked for more than twenty-four (24) hours, on a non-continuing basis, on the General Common Elements. All co-owner and non-co-owner occupants' vehicles must be parked first in the Unit garage, and then in the driveway appurtenant to the Unit. Vehicles with any commercial markings or advertising appearing on the exterior (provided they do not otherwise meet the definition of a commercial vehicle in Subsection B, above), and motorcycles are allowed, but only if parked completely in the Unit garage with the door closed.
- E. <u>Association Rights</u>. The Association may cause vehicles parked or stored in violation of this Section, or of any applicable rules and regulations of the Association, to be stickered and/or removed (towed) from the Condominium Premises, and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. In such cases, the Co-owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Condominium Project consistent with the provisions hereof, and may levy fines for violations of such rules and regulations or this Section. The Association may adopt the uniform traffic code, as adopted and/or amended by the City of Northville from time to time, as the rules governing the operation of motor vehicles, motorcycles and bicycles and for pedestrian traffic at the condominium project.

SECTION 9. <u>Prohibition of Dangerous Items upon the Condominium Premises</u>. No Coowner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, slingshots, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, nor shall any Co-owner use or permit to be brought into the buildings in the Condominium, including the garage, any flammable oils or fluids such as naphtha, benzine, or other explosives or Articles deemed to be extra-hazardous to life, limb, or property, without in each case obtaining the written consent of the Association.

SECTION 10. Signs upon the Condominium Premises. No signs, advertising devices, posters or decals, with the exception of an alarm sign/decal or a US flag no larger than 3' x 5', shall be displayed in windows, storm doors, affixed to the building, exterior doors and/or Common Elements, or otherwise be positioned so as to be visible from the exterior of a Unit. Notwithstanding the above, one for sale sign, either by Realtor or by Owner, may be placed in a window of the Unit. A maximum of two (2) Open House signs may be placed on the Common Elements between 12:00 and 5:00PM on Sundays, with one being placed at the front entrance of the Condominium and the other in the lawn directly outside the Unit. No other signs of any nature related to the sale, lease or showing of any Unit may be placed in any other location within the Condominium.

SECTION 11. Regulations Consistent with the Act. Reasonable regulations consistent with the Act, the Amended and Restated Master Deed, and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked by the affirmative vote of more than fifty (50%) percent of all Co-owners, only at an Annual Meeting of the members of the Association.

SECTION 12. Association Access to Units and/or Limited Commons Elements. The Association or its duly authorized agents shall have access to each Unit and any limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

SECTION 13. Landscaping and Decoration of Common Elements. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, furniture, implements, rocks or boulders, fencing or other decorative items upon the Common Elements, unless the same is approved by the Association in writing, and is in total conformance with the Association's policies on landscaping as are published from time to time. To the extent any modification involves additions, deletions or changes to the irrigation system, such changes, if and when approved, must be performed solely by the Association's irrigation contractor at the sole expense of the requesting Co-owner. Holiday decorations and lighting shall conform to the duly adopted rules and regulations of the Association. Any landscaping performed by the Co-owner and any such trees or shrubs planted by the Co-owner, if and when approved, shall be the responsibility of the Co-owner to maintain. In the event that such Co-owner fails to

adequately maintain such landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees or shrubs, or the continued maintenance thereof. Should access to any Common Elements of any sort be required, or should any materials specified in this Section interfere with maintenance or services provided by the Association, the Association may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access and/or performance of such services, nor shall the Association be responsible for monetary damages of any sort arising out of any such actions.

SECTION 14. Co-owner Maintenance of Unit and Limited Common Elements. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Coowner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common 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 damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or common elements which are the responsibility of the Co-owner to maintain, repair and replace, 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 hereof. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

SECTION 15. <u>Application of Restrictions to the Association</u>. None of the restrictions contained in this Article VI shall apply to the activities of the Association in furtherance of its powers and purposes set forth herein, the Amended and Restated Master Deed and in its Articles of Incorporation, as the same may be amended from time to time.

SECTION 16. Costs of Enforcing Documents. Any and all costs, damages, fines, expenses and/or actual attorneys fees incurred or levied by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Sections 5, 8 and 11 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to, secured by the statutory lien on the Unit and collected from the responsible Co-owner or Co-owners in the manner provided in Article II hereof. This specifically includes actual costs and legal fees

incurred by the Association in investigating and seeking legal advice concerning violations, and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

SECTION 17. <u>Association Approvals Revocable</u>. All approvals given by the Association in accordance with these Bylaws shall be revocable and in the nature of a license, and can be withdrawn upon thirty (30) days written notice.

#### ARTICLE VII

# MORTGAGES

SECTION 1. <u>Notification of Mortgage</u>. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The 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 Co-owner of such Unit that is not cured within sixty (60) days.

SECTION 2. <u>Notification to Mortgagee of Insurance Company</u>. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium Common Elements against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

SECTION 3. <u>Notification to Mortgagee of Meetings</u>. 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

# MEMBERSHIP AND VOTING

SECTION 1. <u>Membership in the Association</u>. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- A. <u>Designation of Members</u>. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.
- B. <u>Co-owner's Share of the Funds</u>. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to a Unit in the Condominium.
- C. <u>Co-owner Voting Designation</u>. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number, and one vote, the value of which shall equal the total of the percentages allocated to the units owned by such Co-owner as set forth on Article V of the Amended and Restated Master Deed,

when voting by value, provided that said Co-owner is in good standing and not in default of any payment of regular or special assessments against said Co-owner's Unit. Voting shall be by number except where specifically required to be by value or number and value. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

- D. Evidence of Ownership for Voting Purposes. No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast only 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. <u>Designation of Voting Representative</u>. 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 or numbers 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 herein provided. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.
- F. Quorum. The presence in person or by proxy of thirty-five percent (35%) in number 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 herein to require a greater quorum. The vote of any person furnished in any manner permitted by subparagraph G below, at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.
- G. <u>Voting</u>. Votes may be cast in person or in 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 of each meeting of the members of the Association, by mail, fax, delivery, e-mail or any other method approved by the Association in advance of the vote. Cumulative voting shall not be permitted.
- H. <u>Majority</u>. Unless otherwise provided, any action which could be authorized at a meeting of the members shall be authorized by the vote of a simple majority in number of those Co-owners voting in person or by proxy at said meeting, or by alternative means, in accordance with the provisions of this Section. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.
- I. <u>Action Without Meeting</u>. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner (with respect to notice) as provided in Article IX, Section 4, hereof. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals

necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast. Votes may be cast in accordance with this paragraph by mail, hand delivery, or by facsimile.

J. <u>Consent of Absentees</u>. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 2. Records and Books of the Association. 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 Elements 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 one (1) time a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Amended and Restated Master Deed for the Project, any amendments thereto 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 business hours.

#### ARTICLE IX

#### **MEETINGS**

SECTION 1. <u>Place of Meetings</u>. Meetings of the Association members shall be held at the principal office of the Association or at such other suitable place convenient to the Coowners as may be designated by the Board of Directors. Meetings of the Association members shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Master Deed or the laws of the State of Michigan. Only Co-owners in good standing, and their legal representatives, may speak at meetings of the Association

and/or address the Board or Co-owners at any such meetings. Any person in violation of this provision or the rules of order governing the meeting may be removed from such meeting, without any liability to the Association or its Board of Directors.

SECTION 2. Annual Meetings. The first annual meeting of members of the Association has already been held. Thereafter, the annual meetings of members of the Association shall be held in the month of June each succeeding year at such time and place as shall be determined by the Board of Directors. The Board of Directors may, acting by a majority vote, change the date of the annual meeting in any given year, and may hold additional meetings of the Association, provided that at least one such meeting is held in each calendar year. Written notice of each annual meeting, as well as any change in the date of the annual meeting as provided for herein, shall be given to all Co-owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual meeting, there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

SECTION 3. <u>Special Meetings</u>. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one third (1/3) of the Co-owners in number presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 1.E of these Bylaws or to the address of the unit owned by the Co-owner shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

SECTION 5. <u>Adjournment for Lack of Quorum</u>. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The quorum for each subsequent meeting shall be reduced by one-half from the quorum requirement of the previously scheduled meeting.

SECTION 6. <u>Minutes</u>. Minutes or a similar record of the proceedings of meetings of members, or of the Board of Directors, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## ARTICLE X

## **BOARD OF DIRECTORS**

SECTION 1. Qualification and Number of Directors. The affairs of the Association shall be governed by a Board of Directors all of who must be Co-owners of Units in St. Lawrence Estates. The Board shall consist of five (5) members. No two occupants of the same Unit may serve on the Board of Directors at the same time.

SECTION 2. <u>Term of Directors</u>. At the next annual meeting after adoption of these Bylaws, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years, and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. In each year thereafter either two or three directors shall be elected for two year terms depending on how many directorships expire that year. All directors shall hold office until their successors have been elected and hold their first meeting.

SECTION 3. Powers and Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board of Directors shall be responsible specifically for the following:

- (1) <u>Management and Administration</u>. To manage and administer the affairs of and maintenance of the Condominium Project and the Common Elements thereof, all to the extent set forth in the Amended and Restated Master Deed, or elsewhere in the Condominium Documents.
- (2) <u>Collecting Assessments</u>. To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (3) <u>Insurance</u>. To carry insurance and collect and allocate the proceeds thereof in the manner set forth in Article IV hereof.
- (4) Rebuild Improvements. To rebuild improvements after casualty, subject to the terms hereof.
- (5) <u>Contract and Employ Persons</u>. 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) Real or Personal Property. 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 any easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of

the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager and the purchase of a Unit at judicial on foreclosure of the Association's statutory lien.

- (7) Easements and Telecommunications. To grant such easements, licenses and other rights of entry, use and access, and to enter into any contract or agreement, including wiring agreements, utility 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 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 Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which would violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium, within the meaning of the Act, and shall be paid over to and shall be the property of the Association.
- (8) Borrow Money. 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, pledge, 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 sixty (60%) percent of all of the members of the Association, except in the case of financing or re-financing of a Unit acquired through foreclosure of the statutory lien for unpaid assessments, which shall require no such approval.
- (9) Rules and Regulations. To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.
- (10) <u>Committees</u>. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees, or any specific Officers or Directors of the Association any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (11) Enforce Documents. To enforce the provisions of the Condominium Documents.

SECTION 4. <u>Professional Management</u>. 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 3 of this Article X, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium

Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, or which is not terminable by the Association upon sixty (60) days' written notice thereof to the other party. In the event the Board does employ professional management for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any Unit in the Condominium prior to terminating professional management and assuming self-management.

SECTION 5. <u>Vacancies</u>. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so appointed shall be a director until the end of the term of the Director who he/she replaced and a successor is elected at such annual meeting of the Association.

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

SECTION 7. <u>First Meeting of New Board</u>. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place and time as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the entire Board is present at such a meeting.

SECTION 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors. At least eight such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, or by mail, facsimile, electronically, telephone or telegraph (to the extent available and approved by the Board) at least five (5) days prior to the date of the meeting, unless waived by said director.

SECTION 9. <u>Special Meetings</u>. Special meetings of the Board of Directors may be called by the president on three (3) days notice to each director, given personally, or by mail, telephone, electronically, facsimile or telegraph (to the extent available and approved by the Board), which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of one director.

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

SECTION 11. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board only if present in person at the meeting. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

SECTION 12. <u>Action Without Meeting</u>. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors. Further, the presiding officer of the Association, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, such vote shall constitute valid action by the Board, provided the results of the vote and the issue voted upon are noted in the minutes of the next Board meeting to take place.

SECTION 13. Closing of Board of Directors' Meetings to Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

SECTION 14. <u>Fidelity Bonds</u>. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, not less than \$50,000.00. The premiums for such bonds shall be expenses of administration.

### ARTICLE XI

#### OFFICERS

SECTION 1. <u>Designation</u>. The principal officers of the Association shall be a president, vice president, secretary and treasurer. The directors may appoint such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person. The President must be a member of the Board of Directors. Officers may be compensated upon the affirmative vote of at least sixty (60%) of all Co-owners in number and value.

SECTION 2. <u>Appointment</u>. The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.

SECTION 3. <u>Removal</u>. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed by the Board of Directors either with or without cause, and the successor to the removed officer may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

SECTION 4. <u>President</u>. The president shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time in the president's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

SECTION 5. <u>Vice President</u>. The vice president shall take the place of the president and perform the president's duties whenever the president shall be absent or unable to act. If neither the president nor the vice president are able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

SECTION 6. <u>Secretary</u>. The secretary shall keep the minutes of all Board and Association meetings, have charge of the corporate minute book, corporate seal and of such books and papers as the Board of Directors may direct; and shall in general, perform all duties incident to the office of the secretary.

SECTION 7. <u>Treasurer</u>. The treasurer shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The treasurer shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE XII

## FINANCES

SECTION 1. <u>Fiscal Year</u>. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. The commencement date of the fiscal year of the Association shall be subject to change by the Board of Directors for accounting reasons or other good cause.

SECTION 2. <u>Banking</u>. The funds of the Association shall be deposited in such bank or other depository as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

SECTION 3. <u>Investment of Funds</u>. Funds of the Association shall only be held in accounts that are fully insured and/or backed by the full faith and credit of the United States Government. Only depositories or instruments where there is no risk of principal loss may be utilized by the Association for investment of its monies.

## ARTICLE XIII

## INDEMNIFICATION

SECTION 1. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the director or officer may be a party or in which he/she may become by reason of his/her being or having been a director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty or willful or wanton misconduct or gross negligence in the performance of the director's or officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall 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 foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Board of Directors shall notify all Co-owners thereof.

SECTION 2. <u>Directors' and Officers' Insurance</u>. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

# **ARTICLE XIV**

#### COMPLIANCE

SECTION 1. <u>Compliance With The Documents</u>. 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 Condominium in any manner are subject to and shall comply with the provisions of the Act, Amended and Restated Master Deed, these Bylaws, the Articles of

Incorporation of the Association and the Rules and Regulations of the Condominium. In the event that the Amended and Restated Master Deed, these Bylaws or Articles of Incorporation conflict with the provisions of any Statute, the Statute shall govern. If any provision of these Bylaws conflicts with any provision of the Amended and Restated Master Deed, the Amended and Restated Master Deed shall govern.

SECTION 2. <u>Amendment</u>. These Bylaws may be amended in accordance with the Act and the provisions of Article VIII of the Amended and Restated Master Deed for St. Lawrence Estates.

SECTION 3. <u>Definitions</u>. All terms used herein shall have the same meaning as set forth in the Amended and Restated Master Deed to which these Bylaws are attached as an Exhibit, or as set forth in the Act.

### ARTICLE XV

# REMEDIES FOR DEFAULT

SECTION 1. <u>Default by a Co-owner</u>. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

- A. Remedies for Default by a Co-owner to Comply with the Documents. Failure to comply with any of the terms or provisions of the Condominium Documents 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. Costs Recoverable From Co-owner. Failure of a Co-owner and/or non-Co-owner resident or guest to comply with the Condominium Documents shall entitle the Association to recover from such Co-owner or non-Co-owner resident or guest the pre-litigation costs and actual reasonable attorneys' fees incurred in obtaining their compliance with the Condominium Documents. In addition, in any proceeding arising because of an alleged default by any Co-owner, or in cases where the Association must defend any claim, counterclaim or other matter, the Association, if successful, shall be entitled to recover pre-litigation costs, the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in obtaining compliance or relief, but in no event shall any Co-owner be entitled to recover such attorney's fees or costs against the Association.
- C. <u>Association's Right to Abate</u>. 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. The Association shall have no liability to any Co-owner arising out of its exercise of its removal and abatement power granted hereunder.

- D. <u>Assessment of Fines</u>. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XVI of these Bylaws. Fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article XVI. Section 2, and an opportunity for such Co-owner to appear before and/or respond to 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.
- SECTION 2. <u>Failure to Enforce Rights</u>. The failure of the Association or of any Coowner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

SECTION 3. <u>Cumulative Rights</u>. 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 be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the 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 XVI

### FINES

SECTION 1. <u>General</u>. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

- SECTION 2. <u>Procedures</u>. Upon any such violation being alleged by the Board, the following procedures will be followed:
- A. <u>Notice</u>. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 1 E. of these Bylaws.
- B. <u>Hearing</u>. The offending Co-owner shall be scheduled for a hearing before the Board of Directors, at which time the Co-owner shall have an opportunity to offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or the Board's earliest convenience, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.

- C. <u>Default</u>. Failure to appear at the hearing or respond to the notice of violation by the date set for the hearing constitutes a default.
- D. <u>Hearing and Decision</u>. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board' decision is final.

SECTION 3. <u>Fines</u>. Upon violation of any of the provisions of the Condominium Documents, and after default of the offending Co-owner, or upon the decision of the Board as recited above, the following fines may be levied:

1. FIRST VIOLATION

No fine will be levied

2. SECOND VIOLATION

\$25.00 Fine

3. THIRD VIOLATION

\$50.00 Fine

4. FOURTH VIOLATION

\$100.00 Fine

AND ALL SUBSEQUENT VIOLATIONS

The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 11 of these Bylaws. For purposes of this Section, the number of the violation (ie. first, second etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be an owner of a Unit or occupant of the Project, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues, however, no further hearings other than the first hearing shall be required for successive violations once a violation has been found to exist. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

SECTION 4. <u>Collection</u>. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first day of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article XV of these Bylaws.

## **ARTICLE XVII**

# SEVERABILITY

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

BLOOMFIELD 586211

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 241
EXHIBIT "B" TO THE SUPERSEDING AND CONSOLIDATING MASTER DEED OF ST. LAWRENCE ESTATES CONDOMINIUM
CITY OF NORTHWILE, WAYNE COUNTY, MICHIGAN

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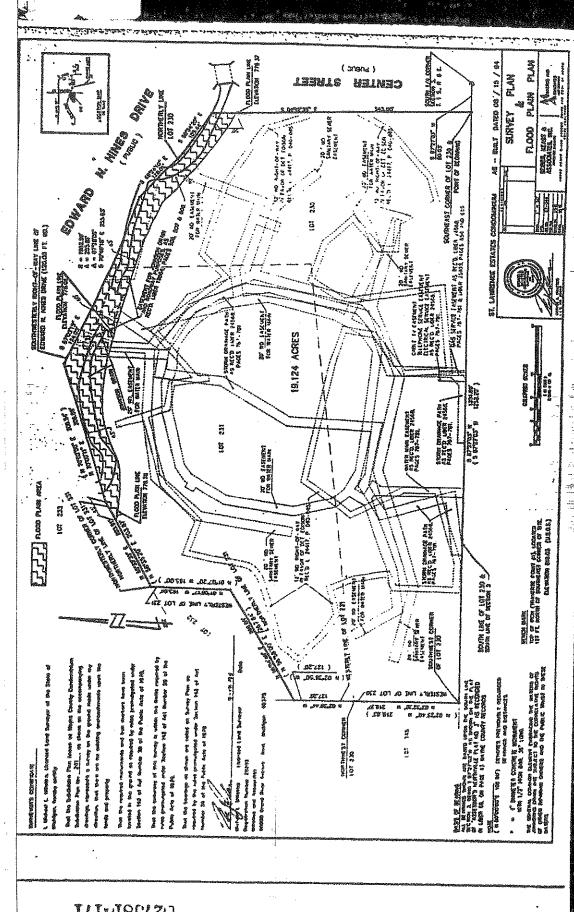
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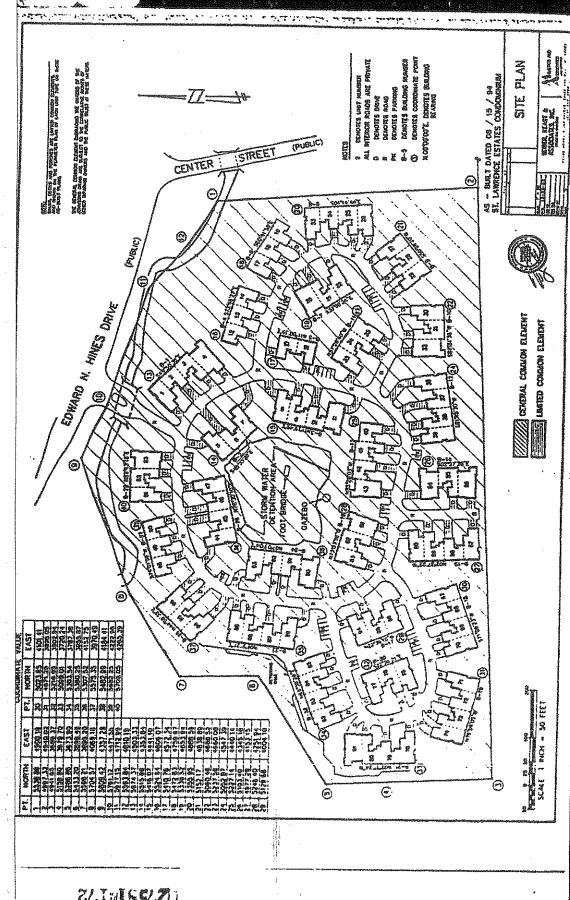
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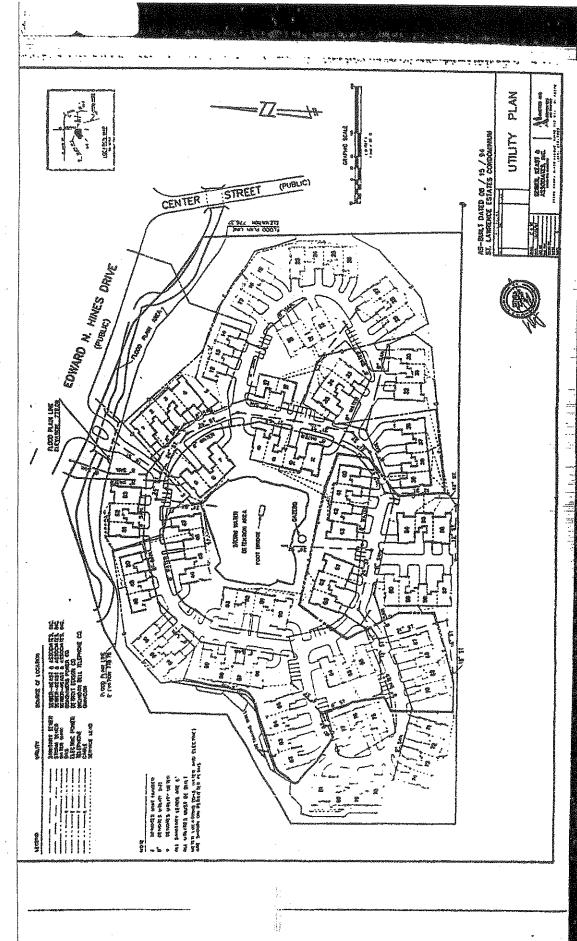
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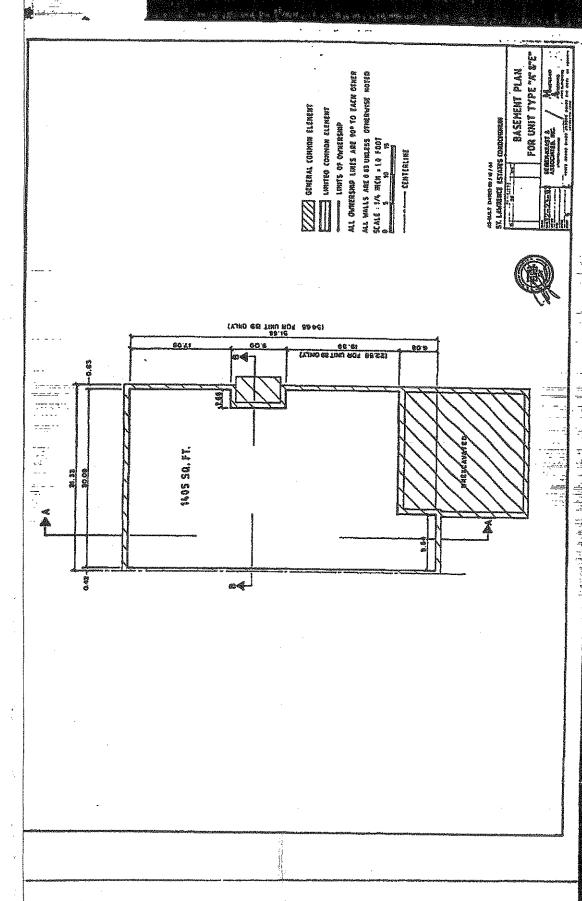


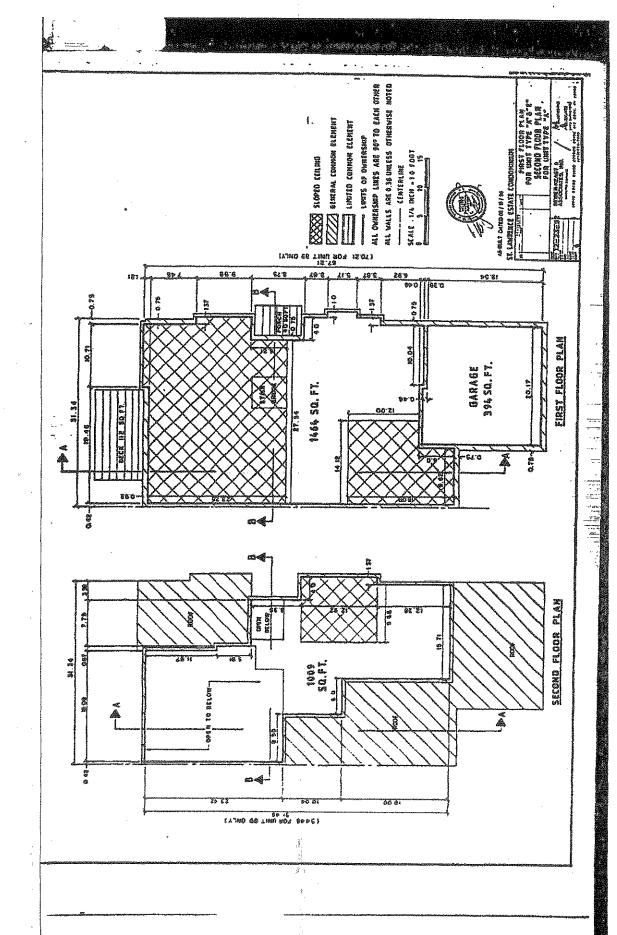


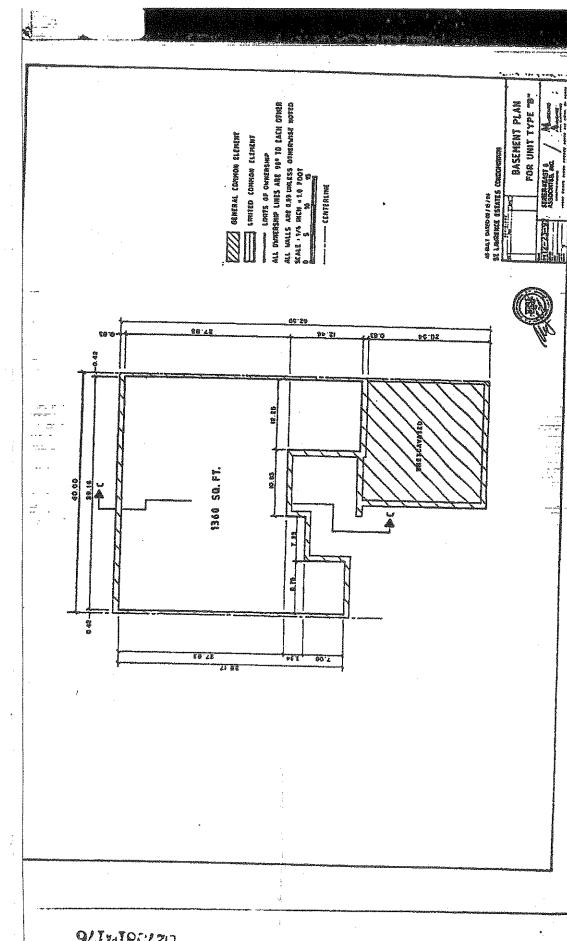
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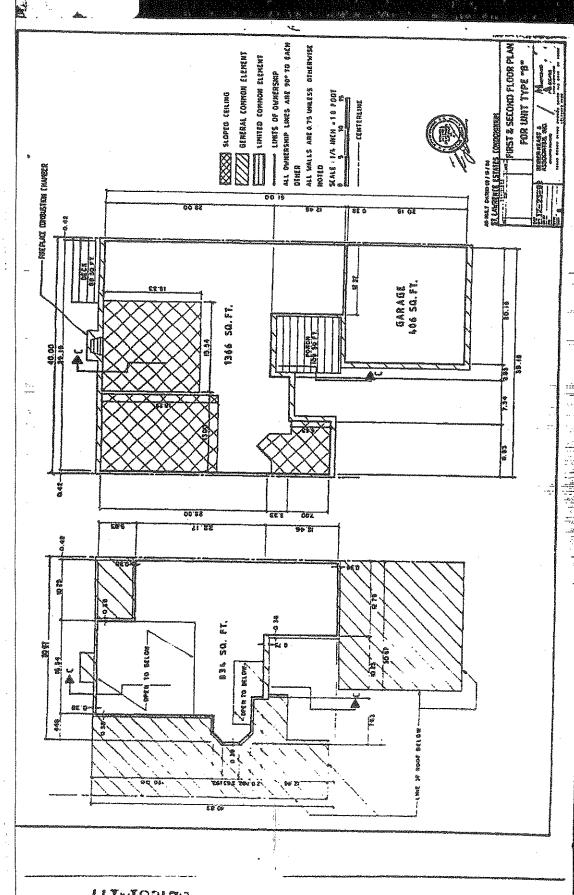


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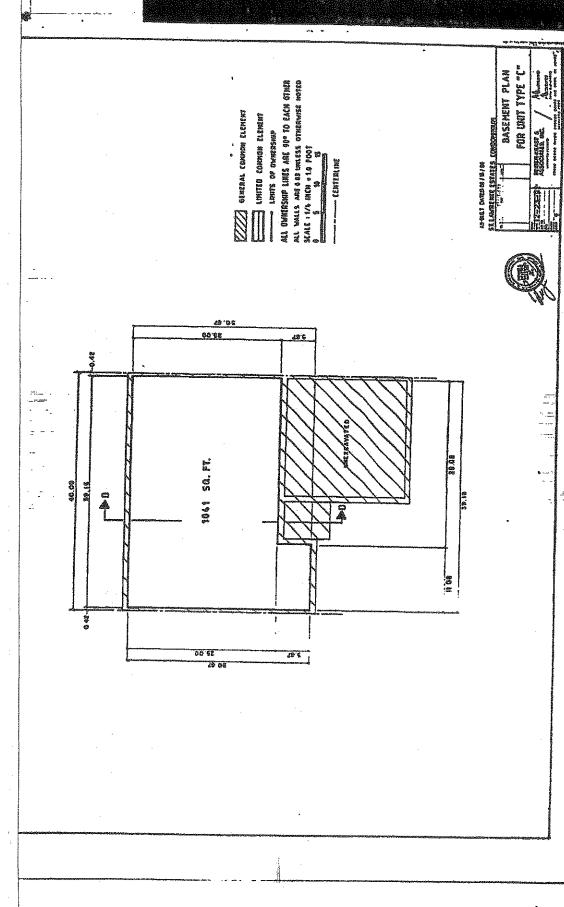


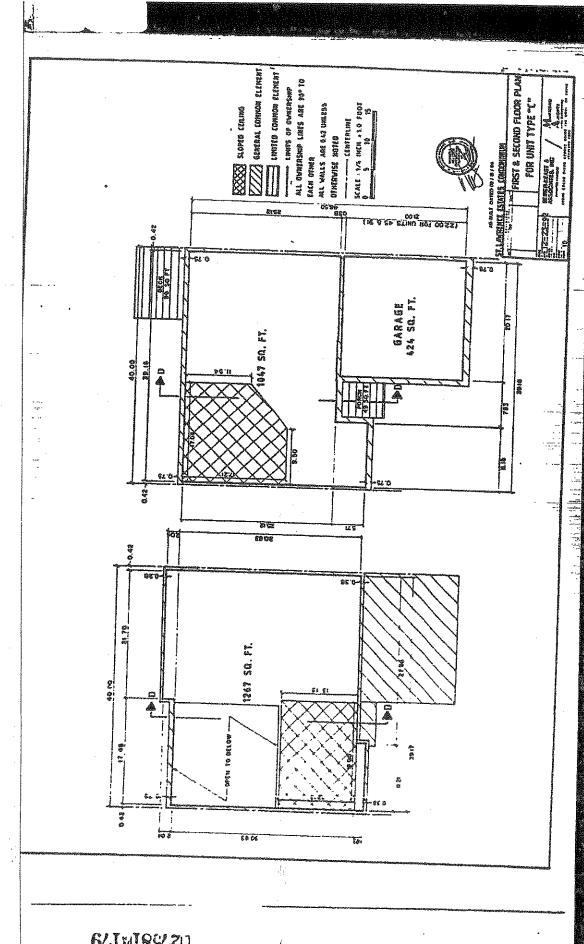


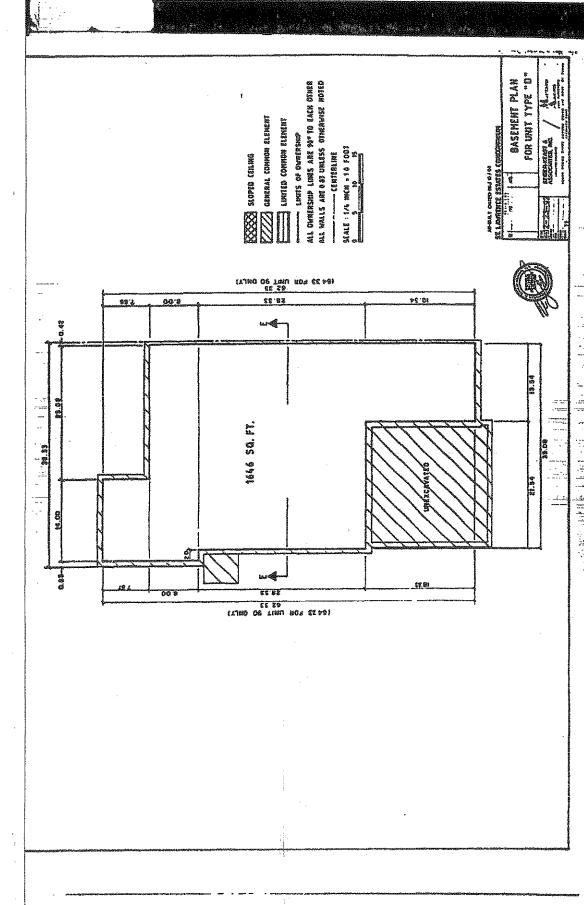


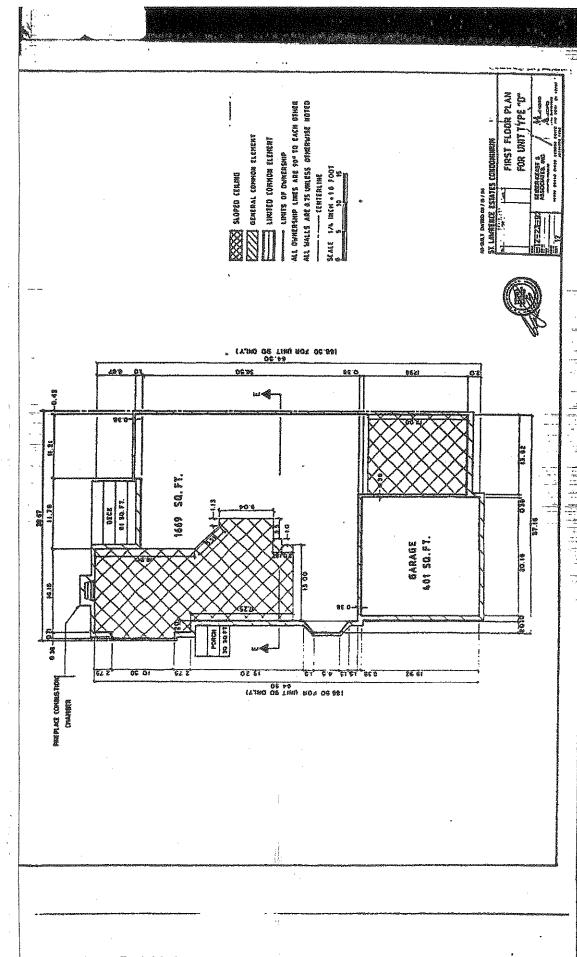


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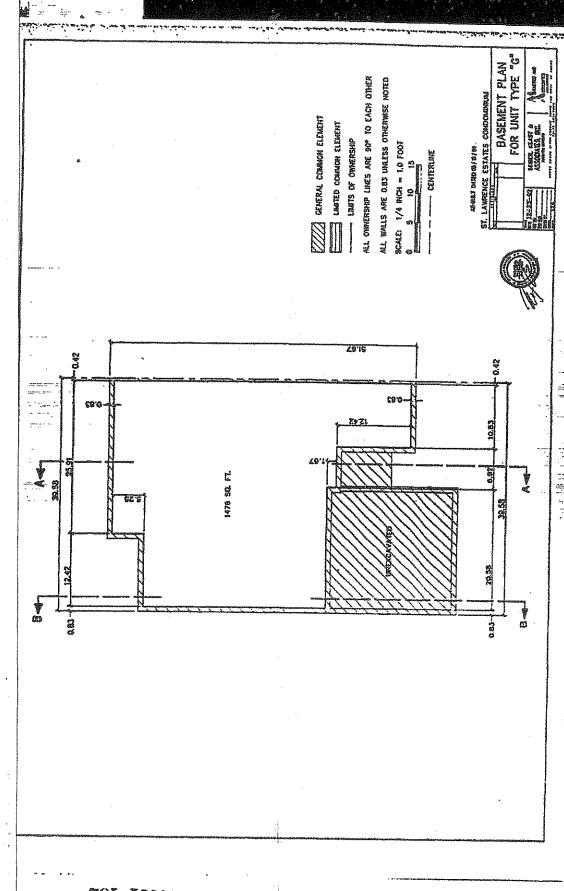




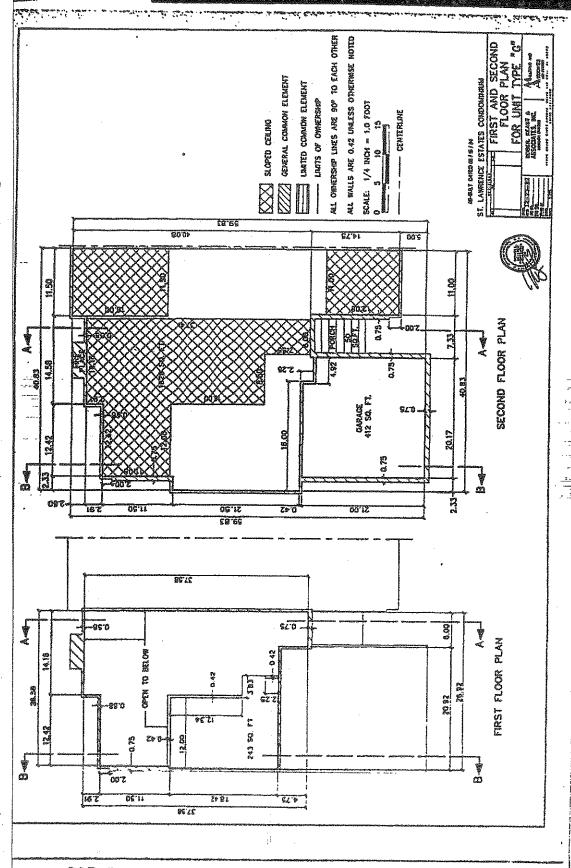




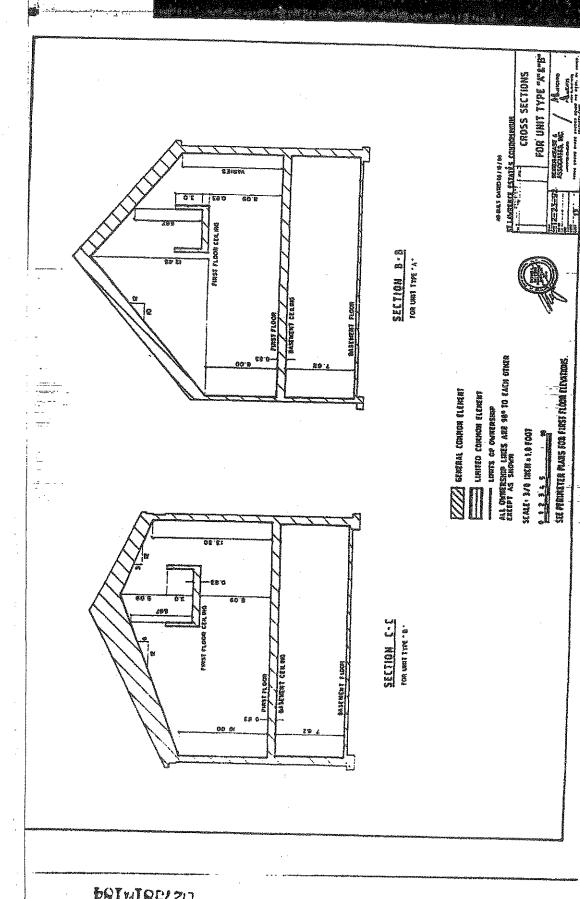
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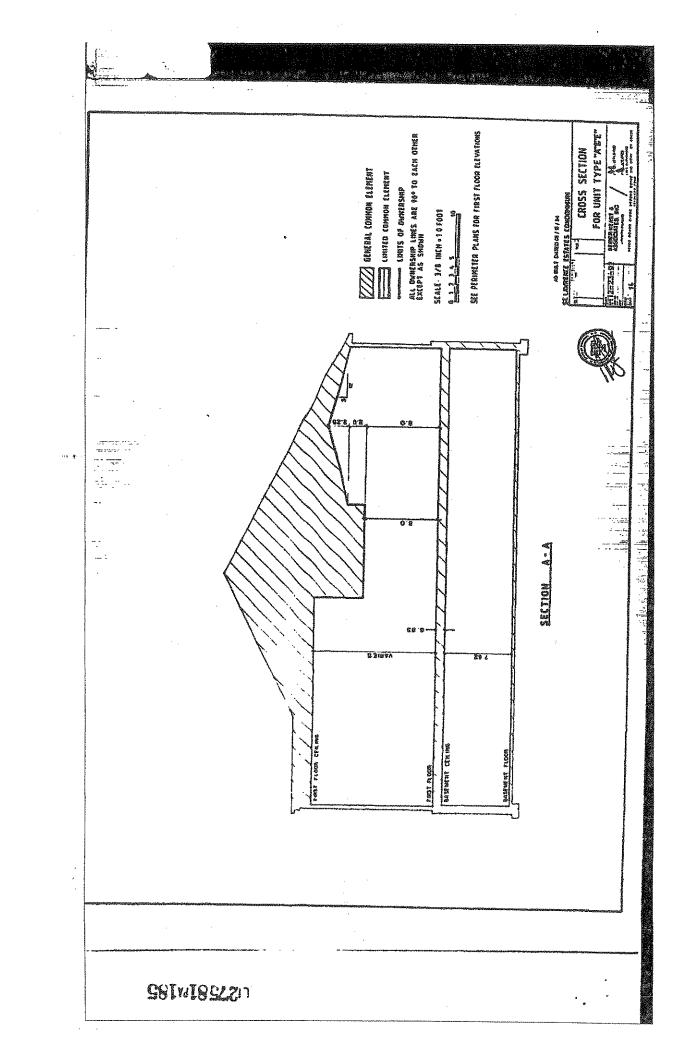


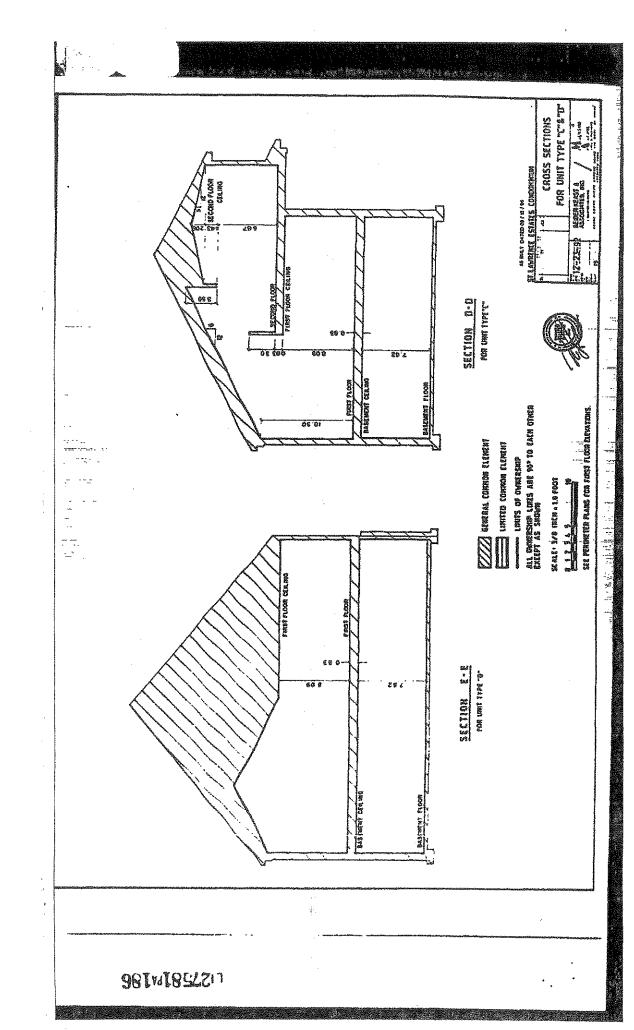
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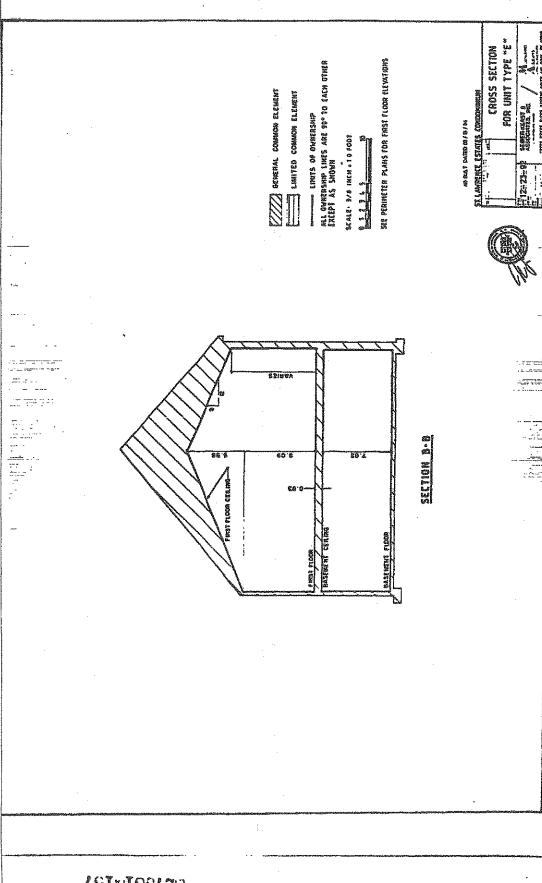


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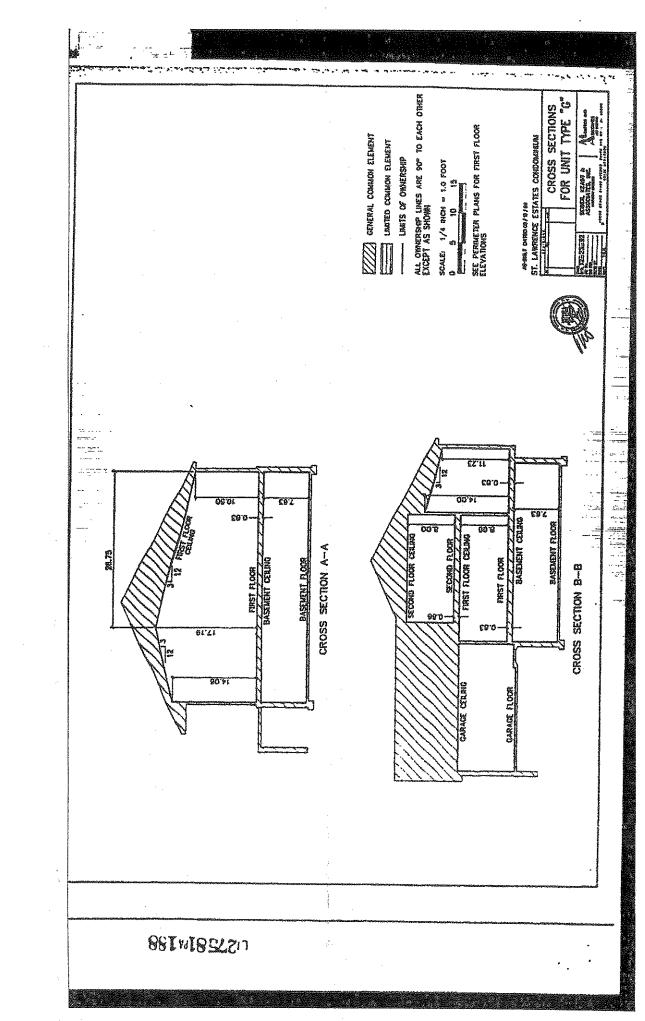


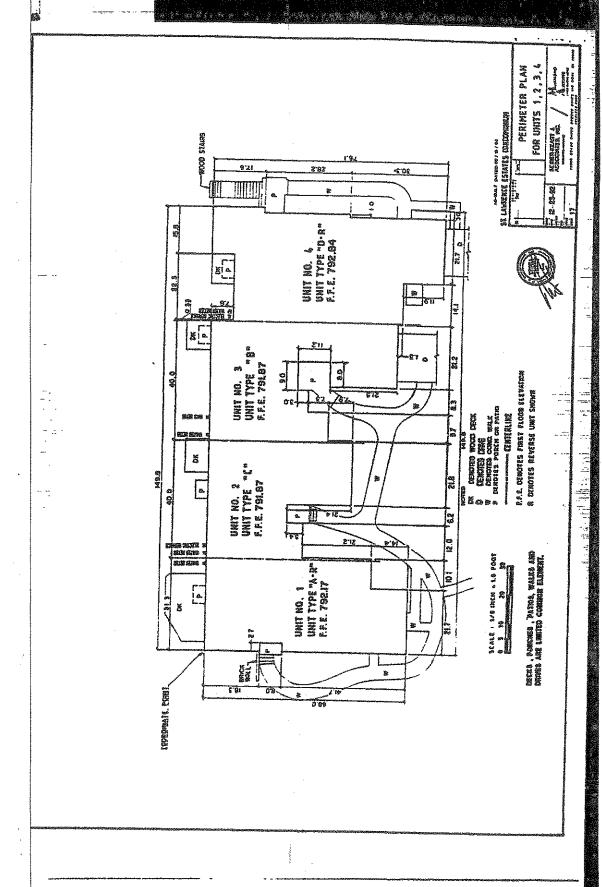


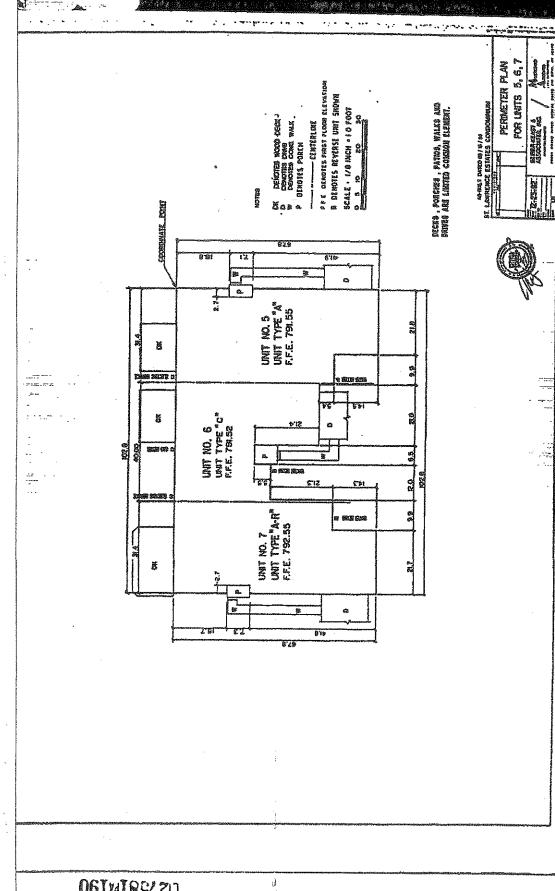


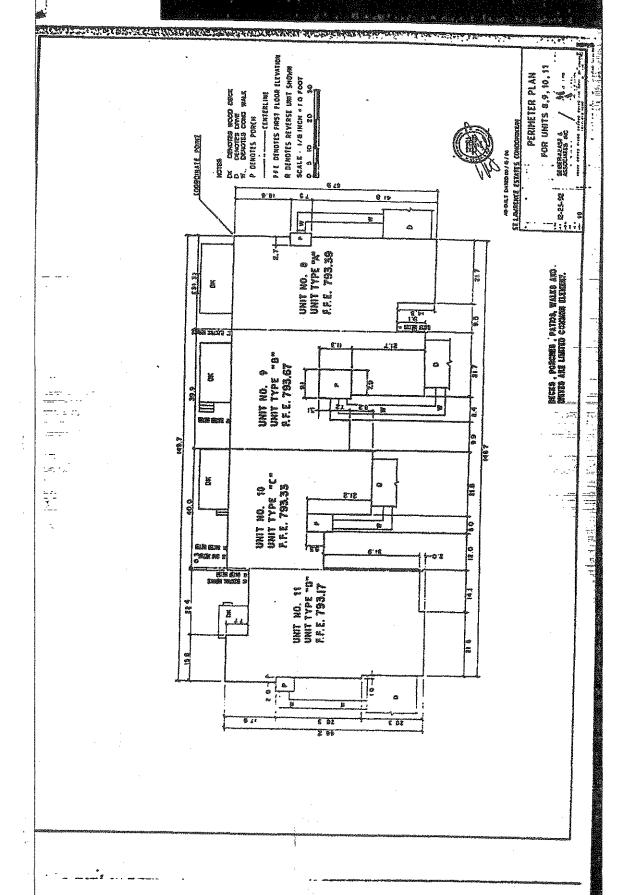
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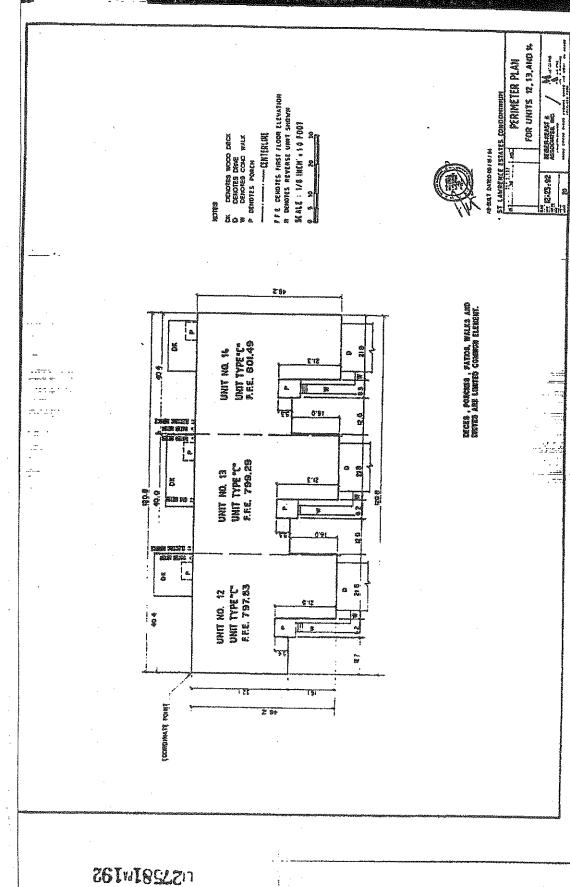
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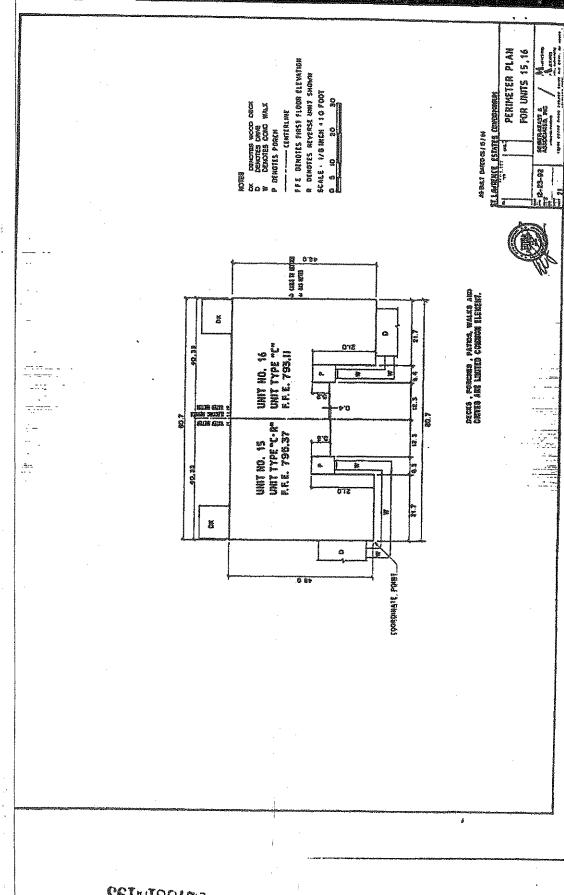


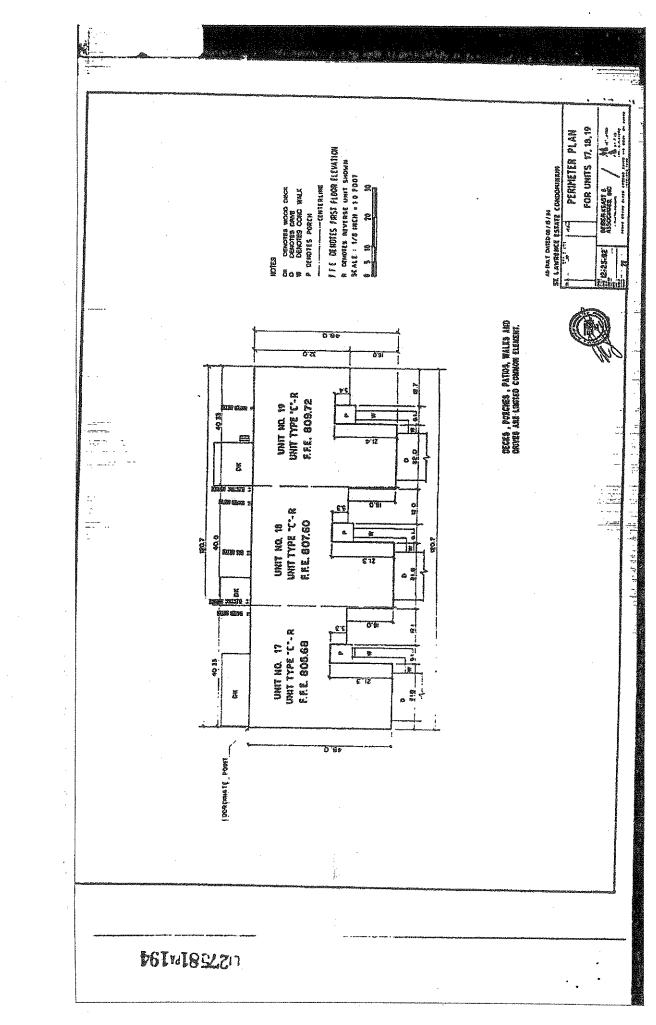


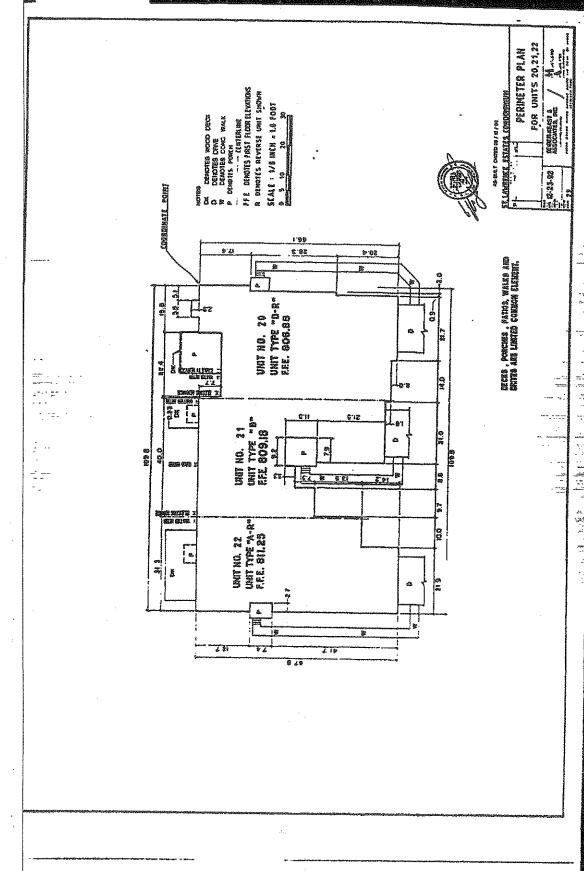


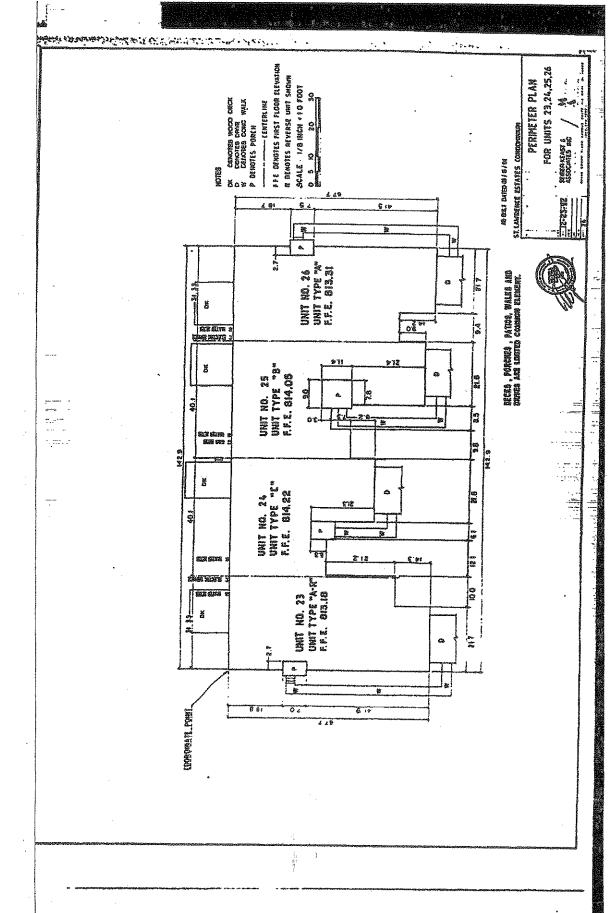


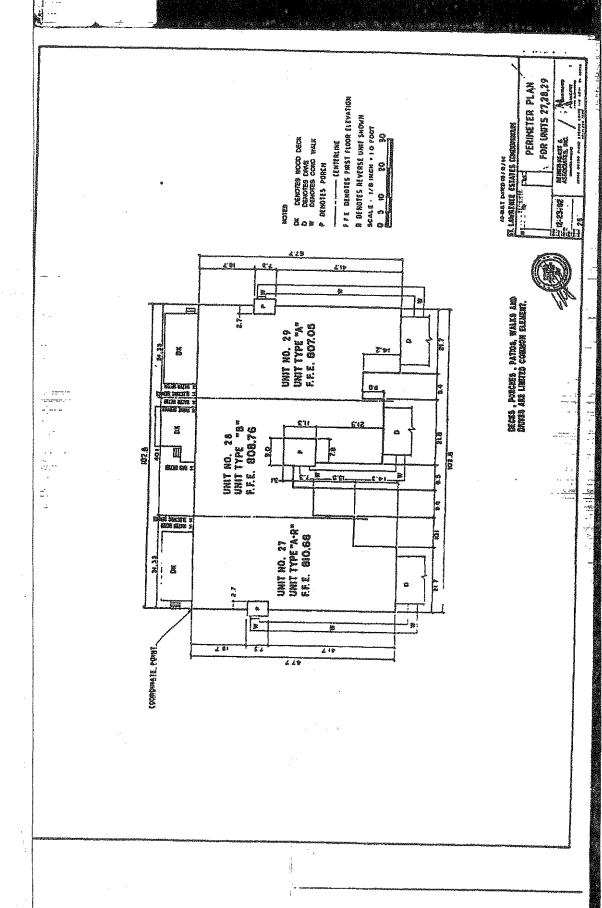


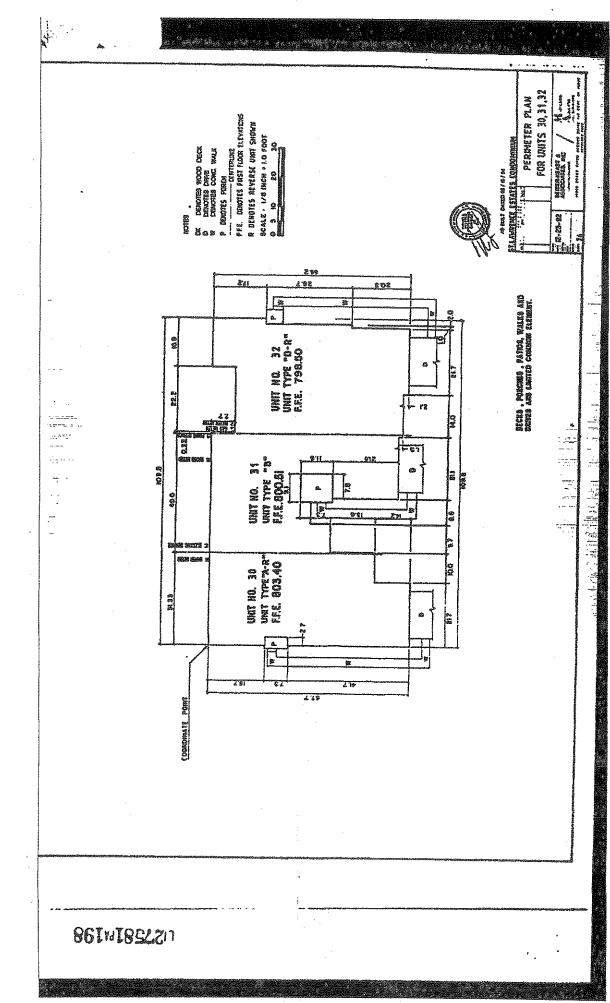


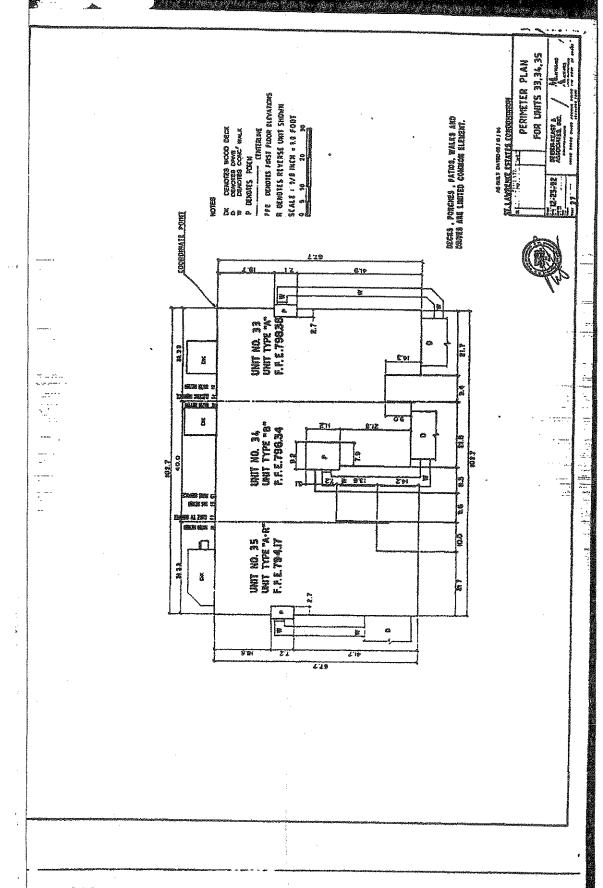


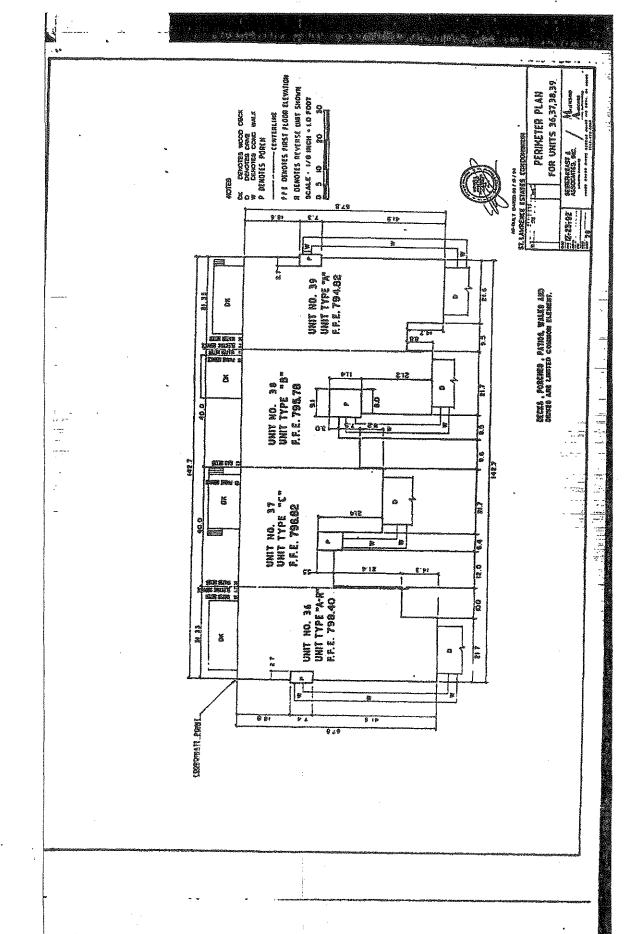




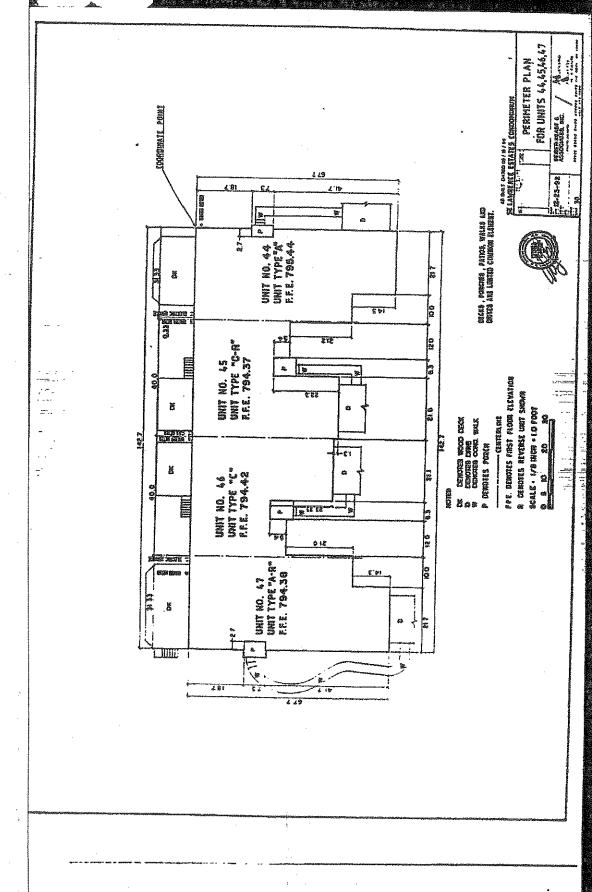


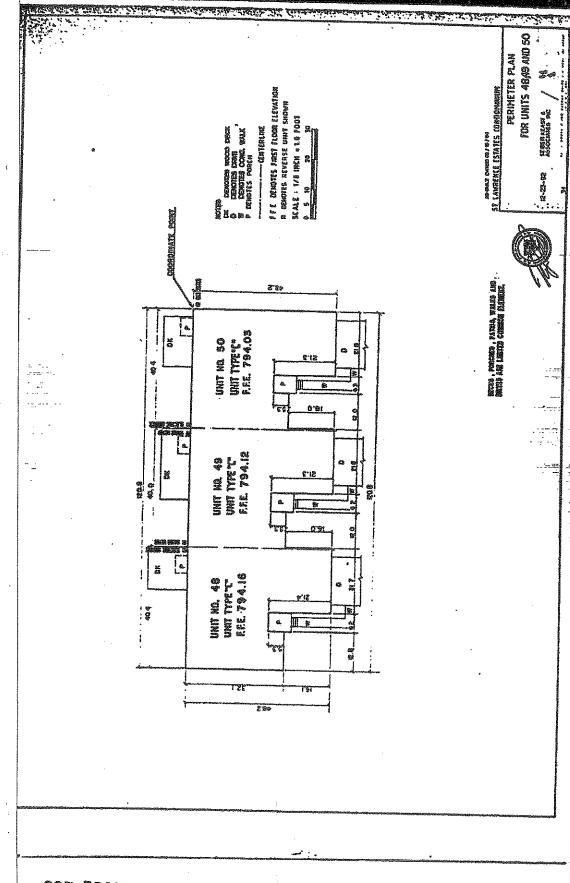


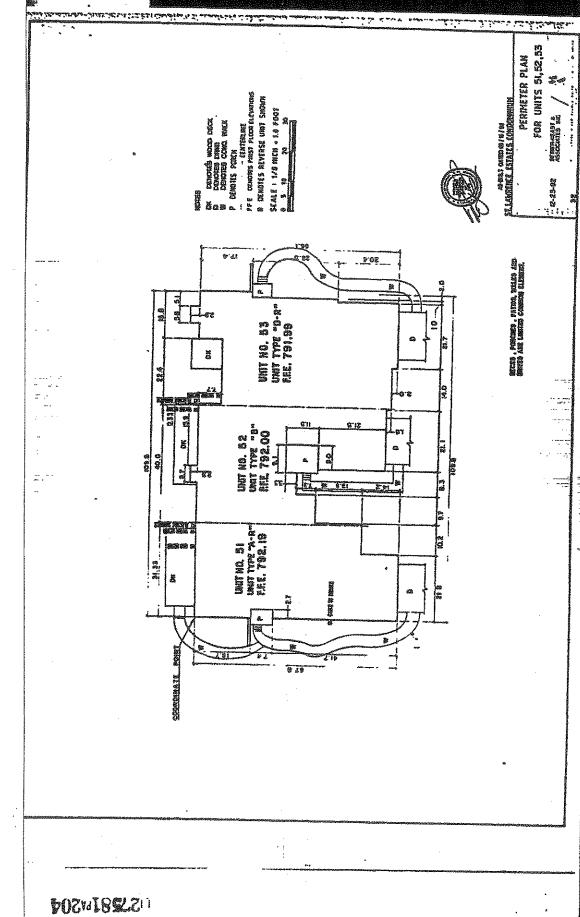


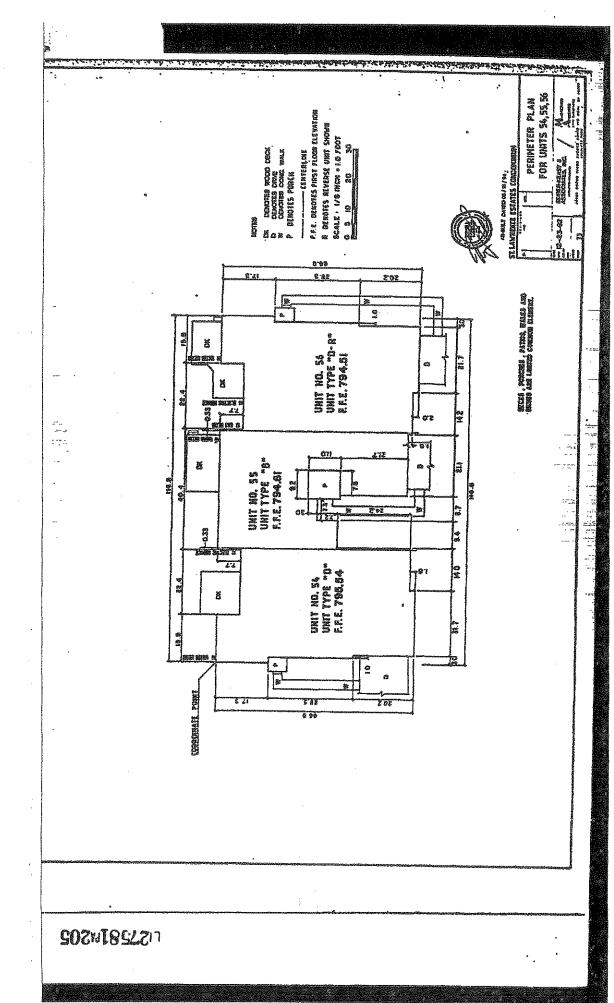


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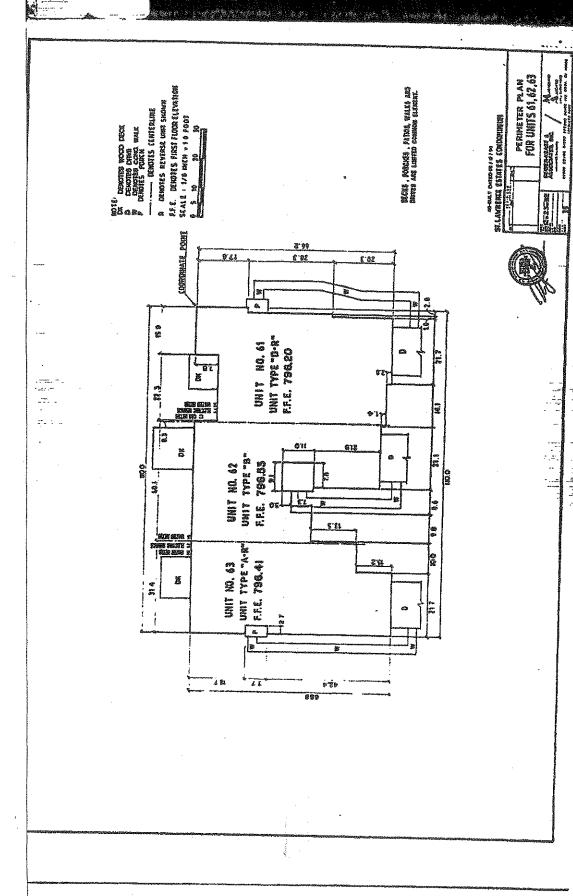




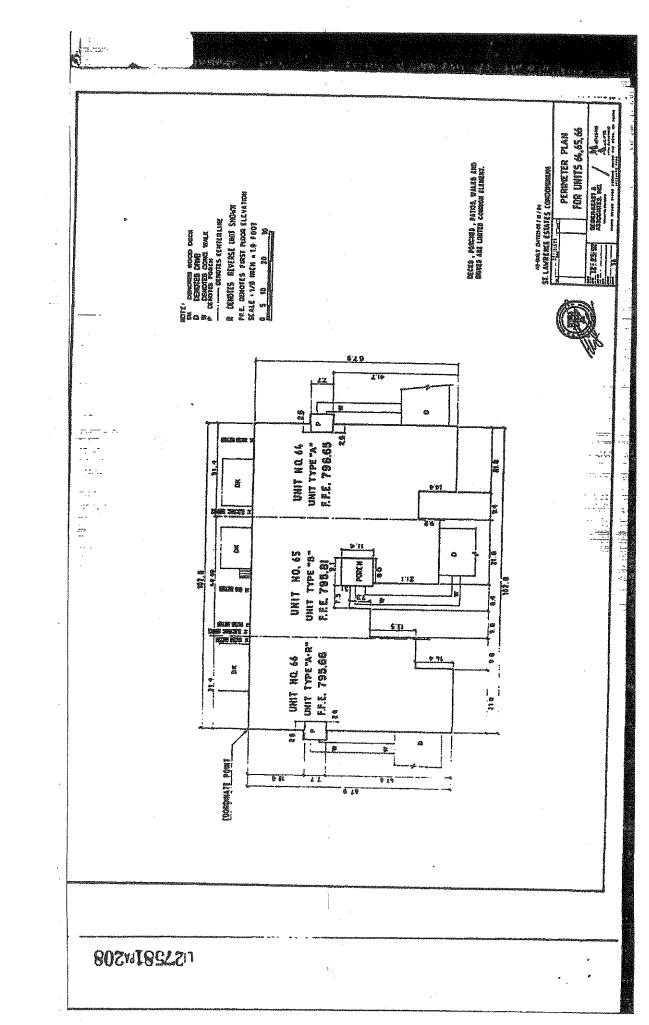




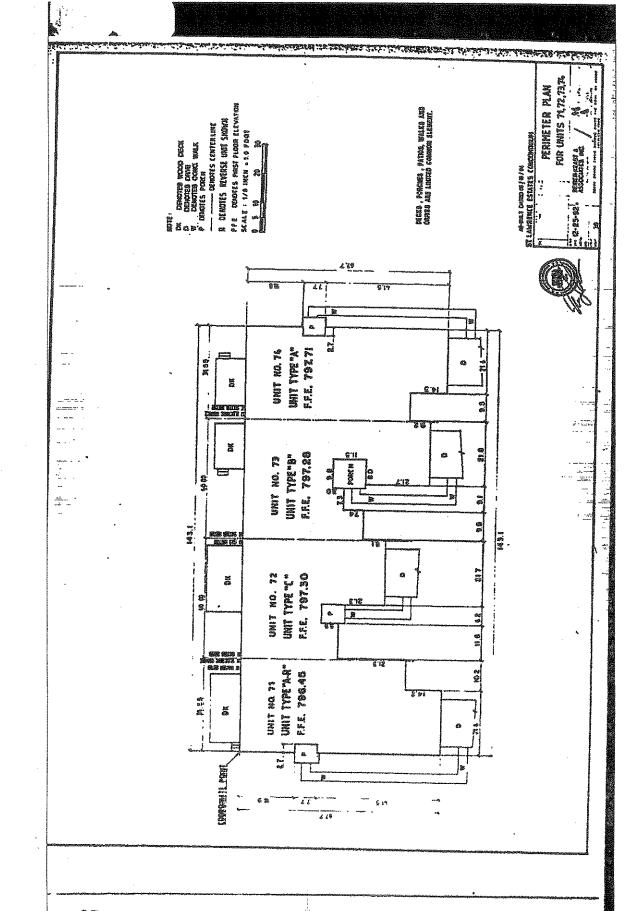
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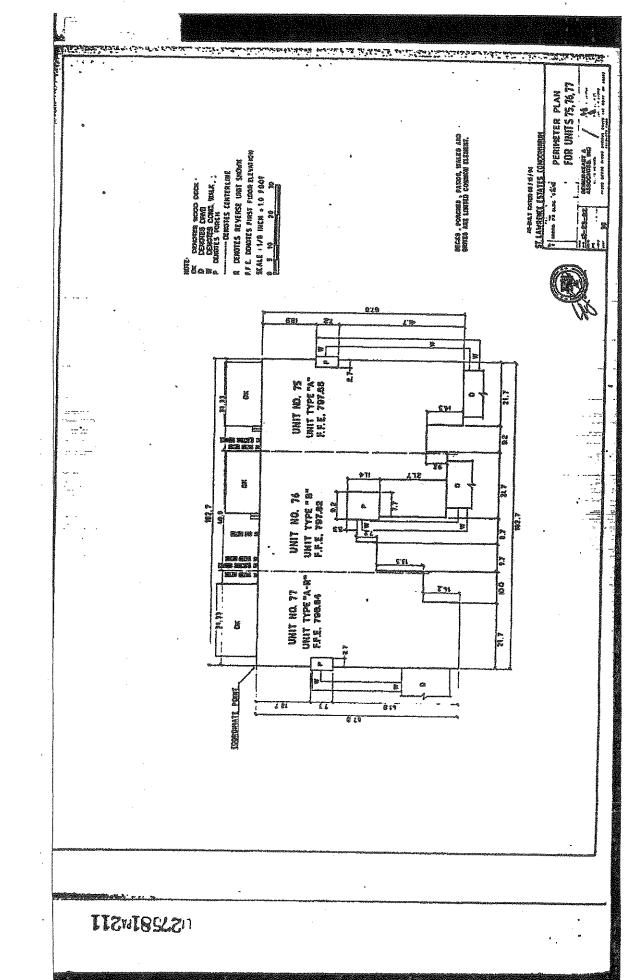


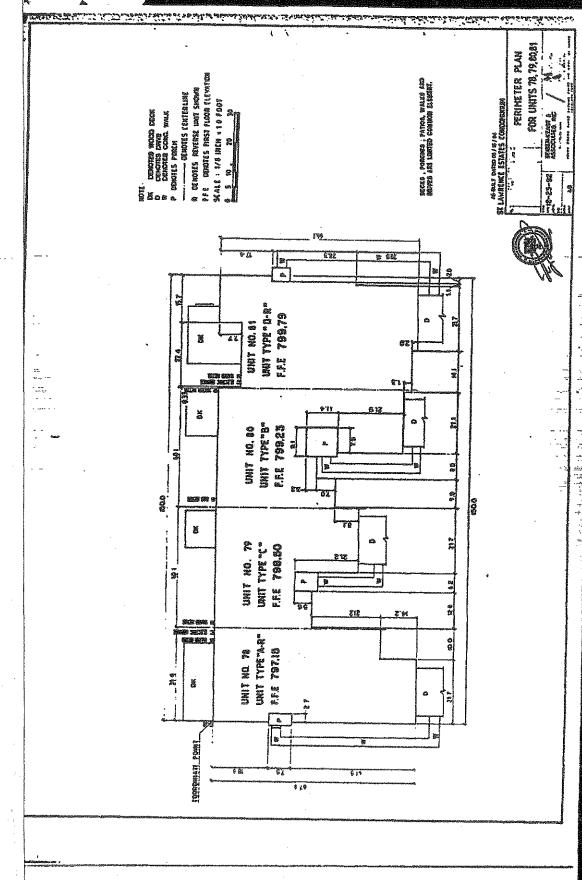
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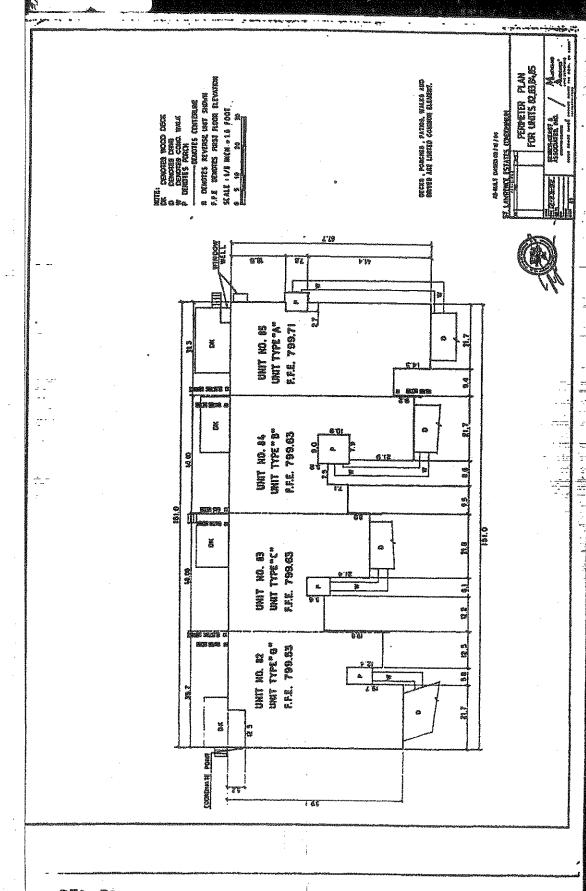


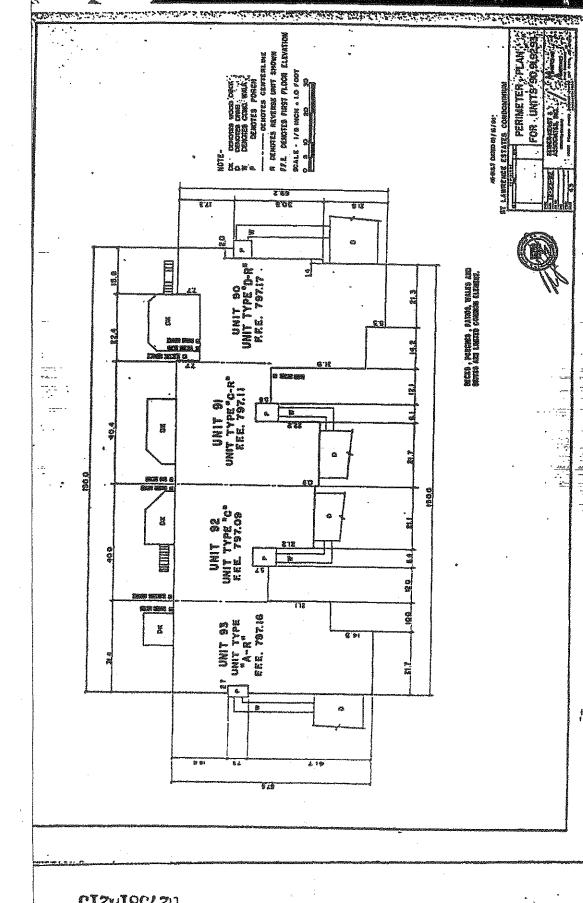
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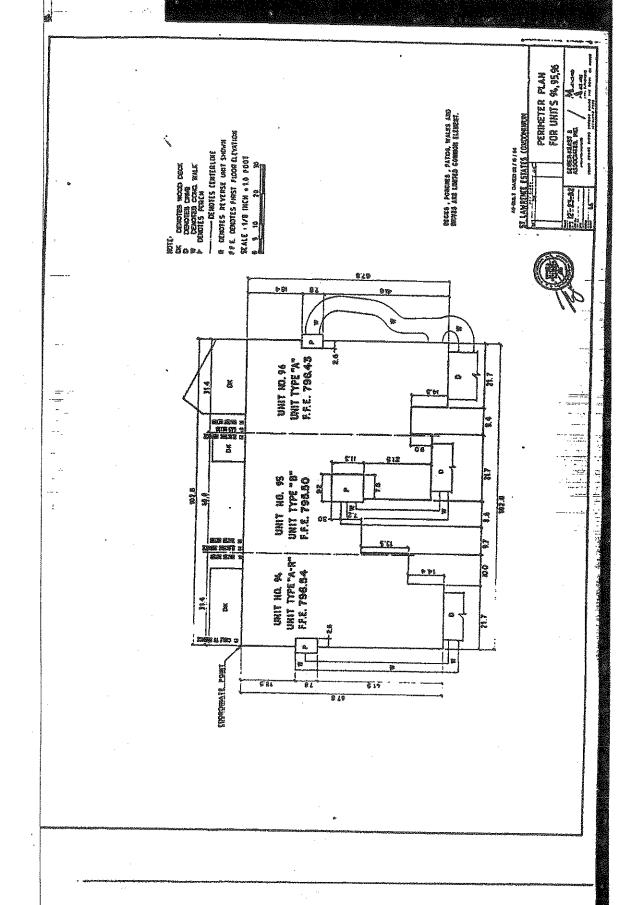


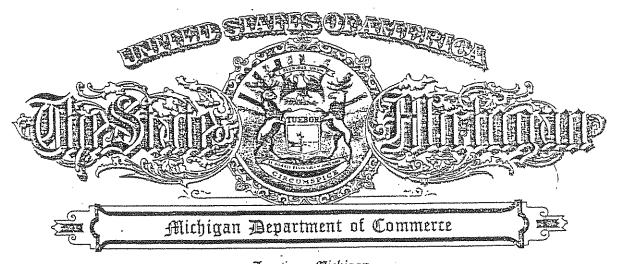












Lansing, Michigan

This is to Gertify That Articles of Incorporation of

ST. LAWRENCE ESTATES CONDOMINIUM ASSOCIATION

were duly filed in this office on the 22ND day of JULY , 1988 in conformity with Act 162, Public Acts of 1982.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 25TH day of 1988

Down How Director

C&S -- 179

MICHIGAN DEPARTMENT OF COM?	MERCE — CORPORATION AND SEC	URITIES BUREAU AN
(FOR BUREAU USE ONLY)		Date Received
	JUL 2 2 1988	JUL 2 2 1988
	Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau	
CORPORATION IDENTIFICATION NUMBER	720-58	/ \

## ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, as amend executes the following Articles:	led, the undersigned corporation
ARTICLE I	
The name of the corporation is:	
ST. LAWRENCE ESTATES CONDOMINIUM ASSOCIATION	
ARTICLE II	
The purpose or purposes for which the corporation is organized are:	
See attached	
,	
ARTICLE III	•
The corporation is organized upon a nonstr	ock basis.
1. If organized on a stock basis, the total number of shares which the	corporation has authority to issue
isN/A	. If the shares are, or are to be,
divided into classes, the designation of each class, the number of shares in preferences and ilmitations of the shares of each class are as follows:	n each class, and the relative rights,
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RTICLE III (con't)	
If organized on a nonstock basis, th	e description and value of its real property assets are: (if none, inse
"none") None	
and the description and value of its	s personal property assets are: (if none, insert "none")
None	
The corporation is to be financed to	under the following general plan:
Assessment of	f members
The corporation is organized on a	membership bas
ARTICLE IV	
I. The address of the registered office	e is:
•	Suite 130, Farmington Hills Michigan 48018
(Street Address)	(City) (ZIP Code)
2. The mailing address of the register	red office if different than above:
N/A (P.O. Box)	, Michigan (ZIP Gode)
(P.O. Box)	(City) (ZIP Code)
3. The name of the resident agent at	the registered office is: MICHAEL P. HOROWITZ
ARTICLE V	
The name(s) and address(es) of all the Name	e incorporator(s) is (are) as follows: Residence or Business Address
MICHAEL P. HOROWITZ	27655 Middlebelt Road, Suite 130
•	Farmington Hills, MI 48018
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ARTICLE VI

See attached

(We), the incomprator(s) sign my (our) name(s) this	3 11- day of	July	
Untill Hors			
MICHAEL P. HOROWITZ		- `	,
			:
		_	

ST. LAWRENCE ESTATES CONDOMINIUM ASSOCIATION

## ARTICLE II

- (a) To manage and administer the affairs of and to maintain St. Lawrence Estates Condominium, a condominium project (hereinafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
  - (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage or lease (as landlord or tenant) any real and personal property, including, but not limited to, any unit in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the Corporation, and in furtherance of any of the purposes of the Corporation;
- (h) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and By-Laws of the Condominium and of these Articles of Incorporation and such By-Laws and Rules and Regulations of this Corporation as may hereafter be adopted;
- (j) To do anything required or permitted to it as administrator of said Condominium by the Condominium Master Deed or By-Laws or by Act No. 59 of Public Acts of 1978, as amended; or
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental, or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ST. LAWRENCE ESTATES CONDOMINIUM ASSOCIATION

## ARTICLE VI

The qualifications of members, the manner of their admission to the Corporation, the termination of membership and voting by such members shall be as follows:

- (a) Each Co-owner (including the Developer) of a unit in the Condominium shall be a member of the Corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the Corporation until such time as its membership shall terminate, as hereinafter provided.
- (b) Membership in the Corporation (except with respect to any non-Co-owner incorporator who shall cease to be a member upon the qualification for membership of any Co-owner) shall be established by acquisition of title (either a fee simple interest or a land contract vendee's interest) to a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon the establishment of the Condominium); the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated.
- (c) The share of a member of the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the By-Laws of this Corporation.

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	ALAIMINEO CHIGAN DEPARTME	NT OF COMMERC'	
	Corporation & Sec	uritios Bureau	
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CERTIFIC	CATE OF AMENDMENT TO	) THE ARTICLES OF	- INCORPORATION
	-	omestic Corporations	١, ٨, ١
	(Please read information	and instructions on last page	åe}
Pursuant to	the provisions of Act 284, Public Acts	of 1972 (profit corporations),	or Act 162, Public Acts of 1
(nonprofit corp	porations), the undersigned corporation	n executes the following Cal	rtificate:
parameter and the state of the		Makabayan pamanachan zazi kali AMQ yakeessa kasa kasa qogi yakeessa ka sarah MAQ ya may kamada a saaraan madada da Angara a saaraa	
1 The orese	nt name of the corporation is: St.	Lawrence Estates Condom	inium Association
			1 - 1 - 1 - 1 - 1 - 1
2. The corpo	ration identification number (CID) ass	igned by the Eureau is: [7	12 10 1 10 11 1
3. The location	on of its registered office is:		
	875 S. Main	Plymouth	
(Surer Address		(C:N)	(ZIP Cod
ACCOUNTY OF THE PARTY OF THE PA			
4.a Article	<u>/[(5)</u> of	the Articles of Incorporation	n is hereby amended to
as follows			
	(b) Membership in the Corpora	ation shall be established by	acquisition of title to
	a unit in the Condominium and	by recording with the Reg	ister of Deeds in the
	County where the Condominium is a change of record title to such	s located a deed or other in	of evidence of same
	satisfactory to the Corporation (ex	cent that the Developer of the	he Condominium shall
	become a member immediately u	pon the establishment of th	e Condominium); the
•	new Co-owner thereby becoming a	member of the Corporation	and the membership
	of the prior Co-owner thereby be	ing terminated.	
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4.b Article VII is hereby added to the Articles of Incorporation to read as follows:

## ARTICLE VII

Section 1. A volunteer director, as defined in Section 110(2) of Act No. 162 of the Public Acts of 1982, as amended, is not personally liable to the Corporation or its members for monetary damages for a breach of the director's fiduciary duty. However, this provision shall not eliminate or limit the liability of a director for any of the following:

- (A) A breach of the director's duty of loyalty to the Corporation or its members.
- (B) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law.
- (C) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended.
- (D) A transaction from which the director derived an improper personal benefit.
- (E) An act or omission occurring before the effective date of this Amendment.
- (F) An act or omission that is grossly negligent.
- Section 2. The Corporation assumes all liability to any person other than the Corporation or its members for all acts or omissions of a volunteer director occurring on or after the effective date of this Amendment.
- Section 3. If, after the adoption of this Article by the Corporation, the Michigan Nonprofit Corporation Act is amended to further limit or eliminate the liability of a volunteer director, then a volunteer director shall not be liable to the Corporation or its members as provided in the Michigan Nonprofit Corporation Act, as amended.
- Section 4. No amendment, alteration, modification or repeal of this Article VII shall have any effect on the liability of any volunteer director of the Corporation with respect to any act or omission of such volunteer director occurring prior to such amendment, alteration, modification or repeal.
- Section 5. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

4.c Article VIII is hereby added to the Articles of Incorporation to read as follows:

#### ARTICLE VIII

Any action which may be taken at a meeting of the members of the Corporation (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in the Bylaws for the Corporation for the giving of notice of meetings of members. Such solicitation shall specify:

- (a) The number of responses needed to meet the quorum requirements;
- (b) The percentage of approvals necessary to approve the action; and
- (c) The time by which ballots must be received in order to be counted.

The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of:

- (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and
- (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

. INCC	PLETE SECTION (a) IF THE PRPORATOR(S) BEFORE THE ERWISE, COMPLETE SECTION	HE FIRST MEETING	ADOPTED BY TO OF THE BOAR	THE UNANIMOUS ID OF DIRECTOR	CONSENT OF THE
а. 🔲 Т	he foregoing amendment to	the Articles of Inc	orporation was o	duly adopted on t	heday
0	f, 1 onsent of the incorporator(s	9, in accordants) before the first m	ce with the providently	visions of the Act	by the unanimous or trustees.
S	signed this day of		**************************************		. 19
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-	(Signatures of <u>all</u>	incorporators: type	or print name u	nder each signatu	ıte)
ь. <u>X</u>	The foregoing amendment t	o the Articles of Inc	corporation was	duly adopted on	the 24th day
:	of, <u>November</u>	. 19	$\frac{92}{2}$ The ame	endment: (check c	one of the following)
	was duly adopted in a profit corporation, or by vote of the directors necessary votes were	ly the vote of the shall if a nonprofit corpor	reholders or mem ation organized	bers if a nonprofit	corporation, or by the
	was duly adopted by the corporation is a non	ne written consent of profit corporation or	<u>all</u> the directors po ganized on a no	ursuant to Section i	525 of the Act and the p basis.
	was duly adopted by minimum number of v Written notice to share Written consent by leappears in the Article	otes required by state cholders or members ss than <u>all</u> of the sha	ute in accordance who have not correct or men	with Section 407 rented in writing h	(1) and (2) of the Act. las been given. (Note:
	was duly adopted by accordance with Sec	the written consent tion 407(3) of the A	of all the share	holders or membe	ers entitled to vote in
¥			_		22
		Signed this	day of	<u>December</u>	, 19 <u>92</u>
		Ву	- 1-		
	•	. \	3	(Signature)	
		James Ste	ckel, Presiden	t/Director	tType or Print Tiller

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS. Name of person or organization INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

remitting fees:

Meisner and Hodgdon, P.C.

Meisner and Hodgdon, P.C. 30200 Telegraph Road, Suite 467 Bingham Farms, MI 48025-4506

Preparer's name and business telegnone number:

Robert M. Meisner

(313) 644-4433

#### INFORMATION AND INSTRUCTIONS

- 1. The amendment cannot be filed until this form, or a comparable document, is submitted.
- 2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
  - Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
- 3. This document is to be used pursuant to the provisions of section 631 of the Act for the purpose of amending the articles of incorporation of a domestic profit or nonprofit corporation. Do not use this form for restated articles. A nonprofit corporation is one incorporated to carry out any lawful purpose or purposes not involving pecuniary profit or gain for its directors, officers, shareholders, or members. A nonprofit corporation organized on a nonstock directorship basis, as authorized by Section 302 of the Act. may or may not have members, but if it has members, the members are not entitled to vote.
- 4. Item 2 Enter the identification number previously assigned by the Bureau. If this number is unknown. leave it blank.
- 5. Item 4 The article being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.
- 6. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
- 7. If the amendment is adopted before the first meeting of the board of directors, item 5(a) must be completed and signed in ink by all of the incorporators listed in Article V of the Articles of Incorporation. If the amendment is otherwise adopted, item 5(b) must be completed and signed in ink by the president. vice-president, chairperson, or vice-chairperson of the corporation.
- 8. FEES: Filing fee (Make remittance payable to State of Michigan) ...... \$10.00 Franchise fee for profit corporations (payable only if authorized capital stock has increased) — 1/2 mill (.0005) on each dollar of increase over highest previous authorized capital stock.
- 9. Mail form and fee to:

Michigan Department of Commerce Corporation and Securities Bureau Corporation Division P.O. Box 30054 6546 Mercantile Way Lansing, MI 48909 Telephone: (517) 334-6302

## MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received			(FOR BUREAU USE ONLY)
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Name			EFFECTIVE DATE:
Mark F. Makow	er Esq.		to Middle count distance
Address 38525 Woodward	I Ave., Suite 2000		MAY U 3 2004
City  Bloomfield Hills	State <b>Michigan</b>	Zip Code <b>48304</b>	TOTAL OF SECURITY
*Document will be rett	irned to the name and address you	i enter above zv	
	r use by Domestic Profit as (Please read information and		
	ne provisions of Act 284, Public A on profit corporations), the unders		ations), or Act 162 Public Acts of 1982 es the following Certificate:
1 The present name of the	ne corporation is: St. Lawrence	Estates Condominium	Association
2 The identification num	ber assigned by the Bureau is:	<b>MAG FOS</b>	
		720-581	
3. The location of the reg	gistered office is:		
41486 Wilcox	Plymouth		Michigan <u>48170</u>
(Street Address)	(City)	- A JANUAR MANAGEMENT AND A STATE OF THE STA	(Zip Code)

4. New Articles VII, VIII, and IX are added as follows:

SEE ATTACHED ADDENDUM.

J.V

#### Article VII

#### Claims against Volunteers; Assumption of Volunteer Liability by the Corporation

Section 1. <u>Claims against Volunteers</u>. Under all circumstances except those listed in Sections 2.(a)-(e), below, no person or entity shall bring or maintain a claim for monetary damages against a volunteer director, volunteer officer, or other volunteer of the Association for a volunteer director, volunteer officer, or other volunteer's acts or omissions. Any such claim shall be brought and maintained against the Association.

Section 2. <u>Assumption of Volunteer Liability</u>. The Association shall assume, pay for, and undertake all obligations and liability for any and all acts or omissions of its volunteer directors, volunteer officers, or other volunteers, if all of the following are met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (b) The volunteer was acting in good faith.
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (d) The volunteer's conduct was not an intentional tort.
- (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

#### Article VIII

#### Indemnification

In addition to the provisions of Article VII, the Association may indemnify its volunteer directors, volunteer officers, volunteers, individuals, or persons in the following manner:

Section 1. <u>Individuals</u>. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal including all appeals (including an action, suit, or proceeding by or in the right of the Association), by reason of the fact that he is or was a Director, officer, or volunteer of the Association, against expenses (including attorneys' fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful, except that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that a court shall determine upon application that, despite

the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

Section 2. Expenses. To the extent that a Director, officer, or volunteer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue, or matter therein, and indemnification is granted, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith and in any action, suit or proceeding brought to enforce the indemnification provided for herein.

Section 3. Determination of Right to Indemnification. Except in a situation governed by Section 2, any indemnification under Section 1 (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon determination that indemnification of the Director, officer, or volunteer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by a majority vote of Directors acting at a meeting at which a quorum consisting of Directors who were not parties to such action, suit, or proceeding is present, or (b) if such a quorum is not obtainable (or even if obtainable), and a majority of disinterested Directors so directs, by independent legal counsel (compensated by the Association), in a written opinion, or (c) if such a quorum is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action (such committee shall consist of not less than two (2) disinterested Directors), or (d) by the shareholders or members.

Section 4. Advance Payment of Expenses. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the director, officer, or volunteer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

Section 5. <u>Rights Not Exclusive</u>. The indemnification or advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled as a matter of law or under the Articles of Incorporation, these Bylaws, or any contractual agreement. However, the total amount of expenses for indemnification from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in this Article shall continue as to a person who has ceased to be a Director, officer, or volunteer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 6. <u>Directors and Officers Liability Insurance</u>. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, or volunteer of the Association, or is or was serving at the request of the Association as a unpaid, volunteer Director, officer, or volunteer of another corporation (whether non-profit or for profit), partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article or of the Michigan Non-Profit Corporation Act.

To the extent that any provision of this Article VIII conflicts with the provisions of Article VII, the provisions of Article VII shall be controlling.

#### Article IX

#### **Action Without Meeting**

Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner (with respect to notice) as provided in the Condominium Bylaws. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast. Votes may be cast in accordance with this paragraph by mail, hand delivery, electronically or by facsimile, as directed by the Association.

BLOOMFIELD 99998-1133 586138

	icles of Incorporation was	duly adopted on the day of
,19	in accordance wi	th the provisions of the Act by the unanimous consent of tl
ncorporator(s) before the first meeti	ing of the Board of Direct	ors or Trustees.
Signed this	day of	, 19
(Signature)		
(0.8.4.4.0)		(Signature)
(Type or Print Name)		(Type or Print Name)
(Signature)		(Signature)
(Type or Print Name)	}	(Type or Print Name)
4	•	s duly adopted on the day of
JANUARY 2007 by the	e shareholders if a profit	cornoration, or by the shareholders or
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## Rules And Regulations Of St. Lawrence Estates Condominium

These rules are adopted by the Board of Directors of St. Lawrence Estates Condominium Association, as of the 7<sup>th</sup> day of April, 2004.

#### RECITALS

WHEREAS, the St. Lawrence Estates Condominium Association ("the Association") is responsible for governance and maintenance of the St. Lawrence Estates Condominium ("the Community"); and

WHEREAS, the Association exists pursuant to applicable Michigan Law, including the Michigan Condominium Act and the Michigan Nonprofit Corporation Act, as well as the Condominium Documents for St. Lawrence Estates Condominium; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to the Michigan Condominium Act and the Condominium Documents for St. Lawrence Estates Condominium, and in the past has done so; and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing various aspects of life in the Condominium and the use and alteration of the Common Elements of the Condominium, in the best interests of the Community and consistent with the Condominium Documents and the Michigan Condominium Act.

NOW THEREFORE, the Association adopts the following policies, restrictions and regulations for the Community, hereinafter referred to as the "Rules," which shall be binding upon all co-owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

#### LANDSCAPING:

<u>Landscaping Season Defined:</u> The Landscaping Season shall be defined as April 15th thru November 15<sup>th</sup>.

<u>Mulch:</u> Mulching material will be provided only by the Association. Co-owners have the responsibility for mulching the beds adjacent to the front and sides of their units using only Association supplied mulch.

Potted Plants: Potted plants may be placed on porches and decks during the Landscaping Season, in accordance with this rule. On front porches, a maximum of four (4) planters may be displayed and they must not exceed 24" height and 24" diameter, and must be of clay or resin material and neutral (not white), concrete or terra cotta in color. Dead plants in any pot or planter are to be removed/replaced immediately. All containers for such potted plants must be

removed and stored during the non-Landscaping Season. The only exception to this is potted evergreens on porches or decks which may be displayed year-round. Potted plants are prohibited on walkways. Three planters (same as size/color description above) may be placed in beds adjacent to the unit only during the Landscaping Season and must be removed and stored during the remainder of the year.

Annual Flowers: Annual flowers may be planted in the beds adjacent to each unit. Annuals shall not exceed 48" in height and must be removed by the co-owner no later than November 15. Dead plants must be removed/replaced immediately. Flowers may not be planted around single trees in the General Common Elements.

<u>Perennial Flowers:</u> Perennials may be planted in the beds adjacent to each unit (no ground cover is allowed, examples ivy, myrtle, etc). Perennials shall not exceed 48" in height and must be properly maintained, with dead plants removed immediately.

<u>Hanging Baskets:</u> Hanging baskets may be displayed in accordance with the following provisions:

- 1. Limit 4 baskets per unit
- 2. Baskets may only be hung from a "Shepherd's Hook" (in adjacent beds) and may not be hung from any portion of the units or buildings, including gutters
- 3. Baskets and shepherd's hooks must be black, verde green or clay in color
- 4. Baskets of wire construction must have a coca mat liner
- 5. White baskets are prohibited
- 6. Dead or wilted plants in hanging baskets should be removed/replaced immediately.
- 7. Shepherd's hooks to be removed during non-Landscaping Season and stored.

<u>Artificial Flowers or Greenery:</u> Artificial flowers or greenery of any type shall not be displayed or affixed to the exterior of the building, unit or front door. Exception; holiday season decorations.

**Ornaments:** One (1) permanent ornament may be displayed in the established beds adjacent to the exterior of each unit. This ornament can be of one of the following types:

Material Type	Color	Size Limitation
Poured concrete or	Concrete, black, or	30" height, 20"
resin	verde green	diameter
Metal	Copper, bronze, patina, verde green,	60" height
	black	

#### **ALTERATIONS AND USE OF THE COMMON ELEMENTS:**

<u>Pets:</u> At all times when pets are on the Common Elements, including, but not limited to patios, porches and decks, a responsible adult co-owner must be present and attending the pet in

question. If a pet is on a deck, the deck must have an approved gate in accordance with the DECK rules below.

Sprinkler Heads: May be added at the co-owners expense with board approval. The Association contractor must be used.

<u>Trash:</u> Trash receptacles and rubbish shall not be placed on the Common Elements before 3 PM of the day prior to collection, and trash receptacles must be removed from the Common Elements and stored in the garage of the unit by 9 PM of the day of collection. All food refuse must be placed in a hard shell trash receptacle with a secure lid when placed outside for collection.

Bird and Animal Feeding: Bird feeders or animal feeders of any type are prohibited anywhere on the Common Elements, Limited or General, including decks. The use of grain/seed products, including corn and nuts, for the feeding of birds or animals is prohibited. Salt lick, vegetables or fruits, such as apples and carrots may be used to feed animals provided it is placed only in the natural areas around the periphery of the project (not on lawns), and further provided the area does not become unsightly or impede landscape operations.

<u>Security and For Sale Signs:</u> No signs may be placed on the Common Elements, either Limited or General including Security Service Signs except as provided in this Regulation (Flags are covered below). Security Service Decals/Signs may be placed on the inside of a window, (1) per each side of a unit. Such signs/decals may not exceed 6 inches x 6 inches in size.

A single, professionally made For Sale sign not exceeding 16 inches x 20 inches may be placed in the window of a Condominium Unit that is for sale. A maximum of two (2) Open House signs may be placed on the Common Elements between 12:00 and 5:00 PM on Sundays, with one being placed at the front entrance of SLE and the other in the lawn directly outside the Unit.

With the exception of the For Sale sign and Security Service decals/signs provided for in this Regulation, no decals, signs, stickers, advertisements, placards or other like items shall be affixed to the unit in a manner that they are visible from the Common Elements either Limited or General.

<u>Flags:</u> One (1) U.S. flag, of a size not to exceed 3 feet by 5 feet, may be displayed on the exterior of the unit. Flag holders must be affixed to the wood or brick of the unit and may not be mounted on a vertical stand on the porch or in the Common Elements, unless fully enclosed within a Limited Common Element, only. Team flags may be displayed on the exterior of the unit in same holder on game day only.

<u>Use of Decks, Porches, Patios and Other Common Elements:</u> Patios, porches, decks and/or other general or limited common elements of the Condominium shall not be used for bathing, swimming or any similar or related activity, and hot tubs, Jacuzzis, swimming pools and wading pools shall be expressly prohibited. Patios, porches, decks and/or other general or limited common elements of the Condominium shall not be used, enclosed or modified as a dog or other pet run or pen.

<u>Front Porches</u>: No furniture, equipment or anything but approved pots and planters shall be placed on front porches (For Front Decks, see below).

Winter Holiday Season: The Winter Holiday Season shall be defined as being from November 15<sup>th</sup> thru January 15<sup>th</sup>. Winter holiday decorations may be placed adjacent to the unit starting on November 15<sup>th</sup>. All winter holiday decorations, must be removed by January 15<sup>th</sup> to permit winter pruning by our landscaping company. Lighted animals, trees, and other such decorative items must be removed by January 15<sup>th</sup>. Other holiday decorations (Examples; Halloween, July 4<sup>th</sup>) may be displayed for 2 weeks prior to the holiday and must be removed no later than one week after the holiday.

<u>Window Treatments</u>: All window treatments shall be a neutral color or have a neutral color backing. For reflective coating on windows, please see the SLE Product and Material Specification. If installing reflective coating, all windows on any side of a unit must have the same interior reflective coating.

<u>Furnace Maintenance and Inspections:</u> Each unit shall have the furnace(s) inspected at a minimal interval of 2 years. Such inspection shall be done by a licensed heating and cooling contractor or Consumers Energy. A copy of the inspection document shall be provided to Association. In the event that an owner does not comply with this Regulation the Association can contract with a licensed heating and cooling contractor or Consumers Energy and the Coowner of the unit will be responsible for the cost of said inspection.

Basketball Facilities: Basketball poles, backboards and nets shall not be allowed to be attached to the buildings in the Condominium in any fashion. Portable basketball poles, backboards and nets may be used in the driveway of a Co-owner's Unit, provided, that; A) they may be placed in the driveway and used only between the hours of 9AM and 8PM, and B) during all other hours when not in use, they must be fully stored in the garage appurtenant to the Co-owner's Unit.

#### DECKS:

Rear Decks: Everything is to be removed from decks during the non-Landscaping Season with the exception of tables and barbeque grills. Potted evergreens can also remain year round. Plastic stack chairs/tables may be used, but must be removed from the deck when they are not in use.

Front Decks: A small table and chairs, stowed in such a manner, as not to be visible from the streets when not in use may remain on the deck during the Landscaping Season. Everything must be removed and stored after November 15<sup>th</sup> because of snow removal, except potted evergreens. Plastic stack chairs/tables are not allowed on the front decks when not in use.

<u>Decks and Privacy Wall Construction, Alteration and Maintenance</u>: Adding to existing decks or addition of a deck shall require Board approval. Construction must conform to existing decks within St. Lawrence Estates using wolmanized lumber (If you are reconstructing a previously erected deck, it may be reconstructed to the size of the original, or the maximum size

allowed under the Amended and Restated Master Deed; All new decks must conform to the maximum size allowed under the Amended and Restated Master Deed). Gates may be installed on a deck's entrance or exit to the Common Elements, provided that it swings inward toward the deck, is latched at all times, matches the design, architecture and materials of the deck in question, and has been approved in writing by the Association. Privacy Walls may be added to existing decks; Board approval is required. Such privacy walls may not exceed seven feet in height nor may they exceed six feet in length as measured from the deck's abutment to the unit. All decks and privacy walls must be stained with an approved product and color as provided for in the SLE Product and Material Specification. In order to preserve the decks and maintain an acceptable appearance level, all decks must be power washed and re-stained at a minimum 3-year interval.

Screening Or Barriers On Decks, Porches Or Patios: No screening or other barrier, other than approved railings meeting municipal code, shall be installed on decks, porches or patios, nor shall there be any change in construction or appearance of these areas without written consent of the Association, except as provided herein.

These Rules shall become effective thirty (30) days after mailing or delivery of these Rules to all Co-owners.

RESPECTFULLY SUBMITTED: BOARD OF DIRECTORS OF ST. LAWRENCE ESTATES CONDOMINIUM ASSOC.

Policy approved by the Board: Policy mailed to co-owners:

April 7, 2004 April 8, 2004

Policy effective:

May 8, 2004

# ST. LAWRENCE ESTATES CONDOMINIUM BYLAWS PRODUCT SPECIFICATIONS AND INFORMATION EXHIBIT

Available Location of Gurrent Match	Sherwin Williams 45295 Grand River Ave. Novi, MI 48375-1019 248-347-6380	Suburban Door 28003 5 Mile Livonia, MI 48154-3907	Marygrove Awning Store & More 12700 Merriman Livonia, Mi 48150-1818 734-422-7110	Diversified Energy 299 Industrial Park Drive Suite D Belleville, MI 48111-4942 734-699-8847	Brickscape Inc. 21141 Brickscape Dr. Northville, MI 48187 248-348-2500
Current Match	Gray (made from a base of snow cap white). Formula: NV-5424	Color: Beige Door manufactured by Trapp (Model #100, with no comer trim). Pre-Approved (does not require Board Approval).	Approved awning fabric is an acrylic fabric, color code #4651 "Sunbrella Silver".	RE35NEARL Medium Performance Neutral	Brussels Block – Sandstone Oaks Arcadia - Sandstone
Requirement	Board Approval Required  Must be painted to match color on main structure siding.	Must have extruded aluminum frames with electrostatically painted enamel surface with color to match the paint on exterior surface of unit.	Board Approval Required  May be installed at rear of condominium in accordance with Board approved specifications.  Awning is to be mounted on the building and may roll out by either a manual or electric crank system. May project up to twelve feet from the building. Co-owners must specify the desired length of an awning requested.	If reflective coating is applied, it must be applied to all windows on the side of the unit.	Board Approval Required
Item	Decks	Storm	Awnings	Reflective Coating	Brick Pavers
Reference Section	Article VI Section 3	Article VI Section 3	Article VI Section 3	Article VI Section 15	Article VI

### St. Lawrence Estates Condominium Association

#### **Board Policy Statements**

Description	Adopted	Last Revised
Board Meeting Agenda		
Board Meeting Attendance by Non-Director Co-owners		
Collection of Delinquent Accounts		
Education		
Fines & Violations		
Interior Repairs		
Satellite Dish & TV Antennas	1/8/02	1/8/02
Pet Registration	August 2002	August 2002
Insurance Change Information	4/12/04	4/12/04

#### St. Lawrence Estates Condominium Association Board Policy Statement Satellite Dishes and Television Antennas

Whereas, the board of St. Lawrence Estates Condominium Association is empowered to govern the affairs of the Association; and

Whereas, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to the Michigan Condominium Act and the condominium Bylaws of the Association for St. Lawrence Estates to adopt and enforce rules; and

Whereas, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas and dishes in the best interest of the Community and co-owners of the Association.

Now Therefore, the Association adopts the following restrictions, rules and regulations, hereafter referred to as the "Rules" which shall be binding upon all coowners, their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest. These Rules shall supersede any previously adopted rules on the same subject matter.

#### **DEFINITIONS**

**Antenna** – any device designed to receive direct broadcast satellite, which includes television broadcast, and multipoint distribution service.

Mast – structure to which an antenna is attached that raises the antenna height.

**Transmission only Antenna** – any antenna used solely to transmit radio, television, cellular or other signal.

**Telecommunication signals** – signals received by direct broadcast, television broadcast and multipoint antennas.

**Owner** – any Association unit owner that includes a tenant who has permission of the unit owner to install an antenna.

Exclusive use area – limited common element area in which the owner has direct or indirect ownership interest and that is designated for the exclusive use of the owner as defined in Article IV, Section 2 of the Master Deed of the St. Lawrence Estates Condominium Association that is appurtenant to the owner's unit.

#### INSTALLATION RULES

#### A. Antenna Size and Type

- 1. The following types of antennas can be installed:
  - a. direct broadcast satellite (DBS)
  - b. Television broadcast (TVBS)
  - c. Multipoint distribution (MDS, MMDS & LMDS)
- 2. All antennas not covered by the FCC rule are prohibited.
- 3. Only one antenna device may be installed per Condo Unit.
- 4. Antenna masts of any kind must receive the approval of the Board of Directors before they can be installed.
- 5. No more than one antenna for each type of service may be installed by a co-owner.
- 6. Co-owners should contact the Association prior to the installation of any dish or antenna to insure that it is being installed properly and meets all the criteria established by Board of Directors. Dishes and antennas installed in violation of these Rules will be required to be removed at co-owner cost.

#### B. Location

- 1. The Association must approve the installation location. It is recommended placement of antennas be placed on building chimneys (not exclusive use areas). Antennas may be installed in the co-owner's unit or on exclusive use areas (limited common elements) as designated in Article IV, Section 2 of the Association's Master Deed. Installation on a limited common element does not convert the limited common element to individual property.
- 2. If acceptable quality signals can be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.

- 3. Unless the Co-owner receives prior approval of the Board of Directors antennas must not encroach upon or be attached to any general common elements, any other co-owner's individual unit or limited common element, or air space of another co-owner's limited common element.
- 4. In the event that the Association makes available a central or common dish or antenna, individual antenna installations on chimneys or on or in exclusive use areas shall not be allowed, and instead connection to the central or common antenna/dish shall be required unless connection to the central or common antenna/dish results in unreasonable delay, unreasonable expense or precludes reception of an acceptable quality signal.

#### C. Installation and Maintenance of Antenna

- 1. Co-owners installing an antenna are responsible for all the cost of installation. The installation must be performed by a professional installer (including all wire routing and training).
- 2. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
- 3. Professional installers shall provide the Association with a Certificate of Insurance, naming the Association as an additional insured with the minimum limits:

Contractor's General Liability (including completed operation) \$1,000,000.

Workers' Compensation: Statutory Limits

- 4. All installations shall be completed in a manner that does not do material damage to common elements, limited common elements, individual units, or void any warranties of the Association or other co-owners, or, in any way, impair the integrity of the building.
- 5. Co-owners are responsible for the maintenance and repair of any such antenna installation. In the event that the co-owner fails to maintain and/or repair said antenna installation to the satisfaction of the Association, the Association may undertake to maintain or repair same and assess the co-owner the cost thereof and collect same from the co-owner in the same manner as provided for collection of assessment by the Association.
- 6. A co-owner shall not in any way restrict access of any plumbing, water line valves, water meter, sprinkler system valves, sump pump, electrical power, gas, irrigation, television cable lines, or any element, ground or landscape which affects any Association responsibility in any way. Should access to any facilities or ground of any sort be required, the

Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved under this Policy, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

#### D. Procedure for Installation Approval

- 1. A co-owner desiring to install an antenna must notify the Association prior to installation by submitting a "Request for Modification" to the Management Company which shall include a complete description of the antenna and other equipment to be installed, a complete description of the mounting method and arrangement, and the name of the company/person who will be installing the antenna.
- 2. The Request for Modification will receive an initial review by the Management Company utilizing criteria established by the Board of Directors for the installation of antennas. If, after the initial review by the Management Company it appears the Request meets the criteria it will be forwarded to the Board of directors for review and approval. Thereafter the Modification and Alteration Agreement will be sent to the co-owner for execution.
- 3. If there is an issue or concern that the Request does not meet the criteria, the Request will be forwarded to a Board Member who shall arrange a meeting with the co-owner within five business days to review the Request with the co-owner, and if possible modify the Request so as to meet the board criteria. For the purpose of this Policy, the reviewing board member shall not have a financial or other interest in the subject co-owner's unit.
- 4. In the event the board member and co-owner cannot reach agreement the co-owner may appeal and appear before the entire Board at its next scheduled board meeting. The co-owner will be able to present his case for approval to the Board. The Board will then decide whether to approve the co-owner's Request as submitted or approve it with conditions or modifications.

#### Suggested Criteria for Installation of Antennas

Antenna/Dishes for direct broadcast, television broadcast and multipoint antennas should not be more than 18 inches in diameter.

A mast should not be more than 18 inches in height.

Penetration of exterior walls/roofs will be approved as an exception only if there is no other alternative to mounting. The co-owner must disclose this in his/her Request of Modification and Alteration in advance of installation.

Antennas must be secured so as not to compromise the soundness or safety of any structure or person.

All penetration of roofs, walls etc. must be waterproof and sealed in accordance with industry standards and applicable building codes.

Adopted by the Board of Directors on January 8, 2002

# St. Lawrence Estates Condominium Association Pet Registration

#### The Board of Directors requests that all animals be registered with the Association

No animal, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association except that a Co-owner may maintain 'One dog' OR 'One household cat'. The term "animal" or "pet" as used in this Section shall not include small-domesticated animals such as birds and fish.

Although it is the Board's policy to have contractors put flags on the lawn when pesticides or fertilizers are applied, the Association assumes no responsibility for your pet in any regard, and in particular, such chemical application.

	* *
here by request that you approve and register my pet(s).	PLEASE PROVIDE PICTURE OF PET

I	Type of Pet	***************************************			
	Breed				
	Color				
	Distinctive Markings				ŀ
	Name			**************************************	
	Veterinarian				
	Is this dangerous breed of anim Is your animal licensed? Is this animal kept for commerce		Yes Yes Yes	□ No □ No □ No	
unit aı I unde anywl	nd that animals are not allowed to be		d that no anima		
, and	notand that I made not allow my pot to	o create unnecessary noise, odor or unsanitar	y conditions.		
	owner Name	o create unnecessary noise, odor or unsanitar	y conditions.  Phone Nun	nber	
	owner Name	o create unnecessary noise, odor or unsanitar		nber	
Co-d	owner Name	Date	Phone Nun	nber	
Add Sign	ress ature		Phone Nun	nber	
Co-d Add Sign	ress ature	Date  St. Lawrence Estates Condominium Association c/o Herriman & Associates, Inc. 41486 Wilcox Road Plymouth, MI 48170-3104 734-459-5440 • fax 734-459-0690	Phone Nun	nber	
Co-c Add Sign Return to	owner Name ress nature  0: Pet Registration has been evaluated	Date  St. Lawrence Estates Condominium Association c/o Herriman & Associates, Inc. 41486 Wilcox Road Plymouth, MI 48170-3104 734-459-5440 • fax 734-459-0690	Phone Num Unit #		

Assn\SLECA\Pet Reg Revised 8/02

#### St. Lawrence Estates

#### REGULATIONS FOR USE OF SIDEWALK CHALK ON EXTERIOR SURFACES IN THE COMMUNITY

- Sidewalk chalk may be used only on the concrete sidewalks adjacent to the units of the parents of the children and their guests applying the chalk. It shall be cleaned off each evening.
- Sidewalk chalk is <u>not</u> to be used on driveways or roadways.
- Sidewalk chalk is <u>not</u> to be used on building walls or any other surfaces other than the concrete sidewalks described above.

Policy approved by the Board:

Policy mailed to co-owners:

Policy effective:

July 16, 2010

July 21, 2010

August 21, 2010

DATED MATERIAL
MUST BE ADJUSTED FOR
INFLATION PERIODICALLY

#### MEMORANDUM

To:

Co-owners - St. Lawrence Condominium Association

From:

Mark F. Makower, Esq.

Re:

Insurance Change Information

Date:

April 12, 2004

One of the biggest questions of Co-owners with respect to the revised Condominium Documents is how much "dwelling" insurance should I carry now that the insurance provisions are changing. Under the new provisions, Co-owners must now assuming the primary insurance responsibility for repair/replacement of all windows and exterior doors, the utility distribution system once the utility enters the building and the drywall for the entire interior of the Unit, including ceilings and perimeter walls. Basically, the Association remains responsible only for the exterior building shell. In order to provide everyone with guidance as to this issue, the Board engaged the services of a construction firm that does loss (insurance) reconstruction. Attached is the contractor's recommendation of insurance values for our various style units. Also attached is a listing by address of each unit style so you can identify what style you own. Remember this information is only an estimate, and values may need to significantly increase to include betterments and improvements that exist within your Unit (the contractor evaluated a basic unit as originally constructed). Examples of betterments and improvements are: floor covering upgrades, carpet, tile or wood flooring; upgraded cabinetry and countertops in kitchen and baths; finished basements or walkouts etc., (each co-owner's situation relative to betterments and improvements will be different, and it is the Co-owner's responsibility to make that personal assessment, which is no different than existed previously). Each Co-owner will be impacted differently depending upon whether they were previously appropriately insured, under insured or over insured. Your deductible and eligibility for policy discounts will impact the final premium number. Here, we are only talking about the dwelling portion of your personal insurance, and the other coverages like personal property are not affected, but, probably should be reviewed to insure that your coverage is appropriate. The attached information is being provided as a courtesy, and Coowners should consult their insurance advisors and other professionals in making final decisions concerning coverage matters. This information and the new provisions should be provided to these professionals in order to assist them in making recommendations. The Association expects the new provisions to be effective on May 15, 2004, and all co-owners should have their insurance coverage adjusted by that time.

#### St. Lawrence Estates Condominium Association

#### Reconstruction Totals Per Style of Unit

#### See attachment to determine you unit style

#### Unit Style A Two story version

Reconstruction Cost:

\$136,593.58

Including 120 sq. ft. rear deck – calculated deck construction costs at \$40/sq.ft.

#### Unit Style A One story version

Reconstruction Cost

\$103,447,43

Including 120 sq. ft. rear deck – calculated deck construction costs at \$40/sq.ft.

#### Unit Style B & G Two story version

Reconstruction Cost

\$138,195.83

Including 120 sq. ft. rear deck – calculated deck construction costs at \$40/sq.ft.

#### Unit Style C Two story

Reconstruction Cost

\$134,802.42

Including 120 sq. ft. rear deck – calculated deck construction costs at \$40/sq.ft.

#### Unit Style D One story

Reconstruction Cost

\$126,838.72

Including 120 sq. ft. rear deck – calculated deck construction costs at \$40/sq.ft.

\*When Style "C" is an end unit increase the reconstruction cost \$800.00 times the number of windows on the side.

# St. Lawrence Estates Condominium Association (SLECA) Unit Styles

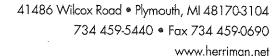
Unit   Bidg   Style   Northville, MI 48167		1	T	and the state of t
2         1         C         205 St. Lawrence Boulevard           3         1         B         207 St. Lawrence Boulevard           4         1         D         209 St. Lawrence Boulevard           5         2         A         202 St. Lawrence Boulevard           6         2         C         204 St. Lawrence Boulevard           7         2         A         206 St. Lawrence Boulevard           8         3         A         212 St. Lawrence Boulevard           9         3         B         214 St. Lawrence Boulevard           10         3         C         216 St. Lawrence Boulevard           11         3         D         218 St. Lawrence Boulevard           12         4         C         101 Hampton Court           13         4         C         105 Hampton Court           14         4         C         105 Hampton Court           15         5         C         211 St. Lawrence Boulevard           17         6         C         215 St. Lawrence Boulevard           17         6         C         113 Hampton Court           18         6         C         111 Hampton Court           20 <td< td=""><td>Unit</td><td>Bldg</td><td>Style</td><td>Northville, MI 48167</td></td<>	Unit	Bldg	Style	Northville, MI 48167
2	1	1	Α	203 St. Lawrence Boulevard
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43         13         D         230 St. Lawrence Boulevard           44         26         A         314 St. Lawrence Boulevard           45         26         C         312 St. Lawrence Boulevard           46         26         C         310 St. Lawrence Boulevard           47         26         A         308 St. Lawrence Boulevard           48         27         C         313 St. Lawrence Boulevard           49         27         C         311 St. Lawrence Boulevard				
45         26         C         312 St. Lawrence Boulevard           46         26         C         310 St. Lawrence Boulevard           47         26         A         308 St. Lawrence Boulevard           48         27         C         313 St. Lawrence Boulevard           49         27         C         311 St. Lawrence Boulevard	·····			
46         26         C         310 St. Lawrence Boulevard           47         26         A         308 St. Lawrence Boulevard           48         27         C         313 St. Lawrence Boulevard           49         27         C         311 St. Lawrence Boulevard				
47         26         A         308 St. Lawrence Boulevard           48         27         C         313 St. Lawrence Boulevard           49         27         C         311 St. Lawrence Boulevard				
48         27         C         313 St. Lawrence Boulevard           49         27         C         311 St. Lawrence Boulevard				
49 27 C 311 St. Lawrence Boulevard				
				311 St. Lawrence Boulevard
				309 St. Lawrence Boulevard
51 28 A 305 St. Lawrence Boulevard				305 St. Lawrence Boulevard
52 28 B 303 St. Lawrence Boulevard				303 St. Lawrence Boulevard
53 28 D 301 St. Lawrence Boulevard			D	301 St. Lawrence Boulevard
54 14 D 229 St. Lawrence Boulevard			~~~	229 St. Lawrence Boulevard
55 14 B 231 St. Lawrence Lane	55	14	В	

assn\sleca\unit styles

<sup>\*</sup> Unit Style A Less Second Story

# St. Lawrence Estates Condominium Association (SLECA) Unit Styles

Unit	Bldg	Style	Northville, MI 48167
56	14	l D	233 St. Lawrence Lane
57	15	Ā	237 St. Lawrence Lane
58	15	C	239 St. Lawrence Lane
59	15	В	241 St. Lawrence Lane
60	15	A	243 St. Lawrence Boulevard
61	16	D	344 St. Lawrence Boulevard
62	16	В	342 St. Lawrence Boulevard
63	16	A	340 St. Lawrence Boulevard
64	17	A	337 Covington Court
65	17	В	339 St. Lawrence Boulevard
66	17	A	341 Covington Court
67	18	Α	439 Covington Court
68	18	С	437 Covington Court
69	18	В	435 Covington Court
70	18	Α	433 Covington Court
71	19	A	429 Covington Court
72	19	С	427 Covington Court
73	19	В	425 Covington Court
74	19	Α	423 Covington Court
75	20	Α	424 Covington Court
76	20	В	422 Covington Court
77	20	A	420 Covington Court
78	21	Α	419 Covington Court
79	21	С	417 Covington Court
80	21	В	415 Covington Court
81	21	D	413 Covington Court
82	22	G	409 Covington Court
83	22	С	407 Covington Court
84	22	В	405 Covington Court
85	22	A	403 Covington Court
86	23	Α	331 St. Lawrence Boulevard
87	23	С	329 St. Lawrence Boulevard
88	23	В	327 St. Lawrence Boulevard
89	23	A	325 St. Lawrence Boulevard
90	24.	D	332 St. Lawrence Boulevard
91	24	<u> </u>	330 St. Lawrence Boulevard
92	24	С	328 St. Lawrence Boulevard
93	24	A	326 St. Lawrence Boulevard
94	25	Α	321 St. Lawrence Boulevard
95	25	В	319 St. Lawrence Boulevard
96	25	A	317 St. Lawrence Boulevard





COMMUNITY ASSOCIATION MANAGERS

To:

Members of St. Lawrence Estates Condominium Association

From:

Shirley A. McClure

Community Association Manager Herriman & Associates, Inc.

Date:

July 11, 2008

RE:

Door Replacement Regulations and

Front Porch and Step Repair/Replacement Regulations

Affixed are the Door Replacement Regulations and the Front Porch and Step Repair/Replacement Regulations that your Board of Directors approved on May 13, 2008. These Regulations became effective June 13, 2008. For safekeeping please place these with your Master Deed and by-laws.



#### St. Lawrence Estates

#### DOOR REPLACEMENT REGULATIONS

- Any and all replacement of entry doors, garage doors, and deck doors must be of a "like kind" to match exactly the door being replaced.
- Front entry doors, ThermaTru doors, are available in two grades to match the original entry doors.
- Only those doors are acceptable for replacements. Any such replacement must be preceded by a modification request to the Management Company and the Board of Directors with a purchase order to assure compliance of installation of a ThermaTru door.
- Garage door replacements must match exactly the door being replaced. The number of inset panels, number of rows, and the contour of the insets must match the door being replaced. It is the responsibility of the co-owner to insure the doors match. Any such replacement must be preceded by a modification request to the Management Company and the Board of Directors with proof that the replacement is an exact duplicate of the original.
- Replacement of Deck or Patio doors must be preceded with a modification request to the Management Company and the Board of Directors, accompanied with a purchase order to verify compliance with these requirements. Any front deck/porch doors, (French Doors) must be replaced with ThermaTru doors of exact same style. At present, St. Lawrence Estates has a variety of patio and deck doors, (rear of unit). Replacement of these doors will be treated on an individual basis to maintain architectural integrity of St. Lawrence Estates. It is incumbent on the Co-owner seeking to replace a deck or patio door to submit any and all information with the modification request defining appearance and dimensions.
- At no time will St. Lawrence Estates allow a door installation that changes the structure.
- All door installations must be of a paintable material, and be painted to match the St. Lawrence Estates approved color.

Policy approved by the Board:

May 13, 2008

Policy mailed to co-owners:

July 11, 2008

Policy effective:

June 13, 2008

#### St. Lawrence Estates

# FRONT PORCH AND STEP REPAIR/REPLACEMENT REGULATIONS

The following Front Porch and Step Repair/Replacement Regulations are in place to preserve the architectural integrity of St. Lawrence Estates, and to disallow variations.

- Front/entry steps, and porch repair or re-construction must adhere to the architectural style of SLECA and duplicate the original design utilizing brick materials. It is incumbent on the repair re-construction company to obtain bricks of the same color and style to match the original.
- Any repair or re-construction requires a Modification Request Form being submitted to the management company as required for any repair or re-construction. Full description of said work to be undertaken must accompany any request to re-construct any porch or step.
- Not filing a Modification Request will result in removal of the construction work and the repair. New re-construction will then be done in full compliance with these rules and regulations, by the association, and the co-owner will then be billed accordingly.
- Porches and steps are to have brick risers and brick tread, and porch deck are to be brick also. Any concrete steps and or porches now in place, upon their needing repair or reconstruction will not be replaced with like kind, but will be restored to original design and appearance.
- Poured concrete and cast concrete steps will not be allowed. Poured treads and porch decks will not be allowed.
- Feasibility issues, should they arise, may require evaluation by the Architectural Committee once they are presented to the committee, along with a second modification request fully describing the issue, and a full description of solutions.
- Repair and re-construction work may only be done by recommended masonry construction firms approved by the Board of Directors. No work is to be done on Sundays.
- Prior to any work being done, said construction workers must meet with a Board representative, and/or the SLECA superintendent to insure compliance.
- All said work must meet the City of Northville codes and a building permit must be issued for any re-construction of porch or steps.
- Any railings must only attach to the building and/or be secured in the ground with adequate concrete footings. Railing proposals must be submitted in a three view drawing with a Modification request to the SLECA management company. Railings are to be painted glossy black.

Policy approved by the Board: May 13, 2008 Policy mailed to co-owners: July 11, 2008

Policy effective:

June 13, 2008