

ATTACHMENT V C

MASTER DEED

_____ **CONDOMINIUM**
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____

THIS MASTER DEED is made and executed this _____, by _____, a _____ (hereinafter referred to as "Developer"), whose address is _____.

WITNESSETH:

WHEREAS, Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a Condominium under the provisions of the Act;

NOW, THEREFORE, upon the recording hereof, Developer establishes _____ Condominium as a Condominium under the Act and declares that the Condominium shall 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 Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium and their respective grantees, successors and assigns.

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as _____ Condominium, Oakland County Condominium Subdivision Plan No. _____, and shall be used, subject to the restrictions imposed by this Master Deed, the REA, as amended, and the ERA, as amended, for retail/wholesale sales and services, or other commercial purposes. Plans for any improvements now or hereafter proposed for inclusion in the Condominium have been or shall be filed in the offices of the City. The number, boundaries, dimensions, area and volume of each Unit in the Condominium are set forth in the Plan attached as Exhibit B hereto. Each Unit has been created for retail/wholesale sales and services, or other commercial purposes, subject to the restrictions imposed by this Master Deed, the REA, as amended, and the ERA, as amended. Each Unit is capable of individual use, having its own access to the Common Elements of the Condominium. Each Owner of a Unit in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Unit Owners the Common Elements of the Condominium as described herein. Unit Owners shall have voting rights in the Association as set forth herein and in the Bylaws and Articles of Incorporation of the Association.

**ARTICLE II
LEGAL DESCRIPTION**

The land which comprises the Condominium established by this Master Deed is a parcel of land in the City of _____, Oakland County, Michigan, described as follows:

**ARTICLE III
DEFINITIONS**

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation of the Association are defined as follows:

Section 1. **Act.** The "Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

Section 2. **Association.** "Association" means the Michigan non-profit corporation, _____ Association, of which all Unit Owners shall be members, which Association shall administer, operate, manage and maintain the Condominium as provided herein.

Section 3. **Bylaws.** "Bylaws" means Exhibit A hereto, which are the Bylaws required for the Condominium and also the Bylaws required for the Association.

Section 4. **City.** "City" means the City of _____, Michigan, a Michigan municipal corporation.

Section 5. **Common Elements.** "Common Elements" means the portions of the Condominium other than the Units.

Section 6. **Intentionally Deleted.**

Section 7. **Common Improvements.** "Common Improvements" means all improvements to be constructed as part of the General Common Elements pursuant to the Common Improvement Plans.

Section 8. **Condominium.** "Condominium" means _____ Condominium as a Condominium established pursuant to the provisions of the Act, and includes the land and all improvements and structures thereon, and all easements, rights and appurtenances included within the Condominium.

Section 9. **Condominium Documents.** "Condominium Documents" means this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

Section 10. **Developer.** "Developer" means _____, a _____, its successors or assigns. All Development Rights of Developer reserved herein are assignable in writing; provided, however, that conveyances of Units by Developer, including conveyances to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's Development Rights unless the instrument of conveyance expressly so states.

Section 11. **Development Rights.** "Development Rights" means Developer's rights to develop the Condominium as distinguished from Developer's rights as a Unit Owner of one or more Units. Development Rights include, by way of illustration but not limitation, all rights arising from the Act, the Condominium Documents or any other source to develop, expand and/or convert the Condominium, all rights to maintain model Units, offices and signs on the Condominium premises, all easements and similar rights to use the Condominium for purposes related to its development and all rights to amend the Condominium Documents.

Section 12. **Final Unit Plans.** "Final Unit Plans" means the final construction plans for each Unit as more particularly described in Article VI of this Master Deed.

Section 13. **Floor Area.** "Floor Area" means the actual number of square feet of building floor space on each floor contained within a Unit as measured from the exterior faces of the exterior walls, the center line of any common walls and/or the Unit's common boundary line with an adjoining Unit, as the case may be, excluding mezzanine office space.

Section 14. **General Common Elements.** "General Common Elements" means the Common Elements other than the Limited Common Elements.

Section 15. **Limited Common Elements.** "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Unit Owners, subject to the easements established by Article VII of this Master Deed.

Section 16. **Majority of the Unit Owners.** "Majority of the Unit Owners" means not less than sixty (60%) percent in value of the votes of the Unit Owners.

Section 17. **Master Deed.** "Master Deed" means this document to which the Bylaws and the Plan are attached as Exhibits.

Section 18. **Member in Good Standing.** "Member in Good Standing" means each Unit Owner who is not in monetary default of its obligations to pay assessments duly levied by the Association.

Section 19. **Mortgagee.** "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

Section 20. **Occupant.** "Occupant" means any Person from time to time entitled to the use and occupancy of a portion of any Unit in the Condominium under any lease, sublease, license, concession or other similar agreement.

Section 21. **Percentage of Value.** "Percentage of Value" means the Percentage of Value assigned to each Unit in this Master Deed. 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.

Section 22. **Permittee.** "Permittee" means all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants and concessionaires of Occupants insofar as their activities relate to the intended use of the Condominium. Among others, Persons engaging in the following activities on the Common Elements will not be considered to be Permittees:

- (a) Exhibiting any placard, sign, or notice;
- (b) Distributing any circular, handbill, placard, or booklet;
- (c) Soliciting memberships or contributions;

- (d) Parading, picketing, or demonstrating; and
- (e) Failing to follow rules and regulations relating to the use of the Condominium.

Section 23. **Person.** "Person" means an individual, firm, corporation, partnership, association, limited liability company or partnership, trust, the state or an agency of the state or other legal entity, or any combination thereof.

Section 24. **Plan.** "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Unit and includes a description of the nature, location and approximate size of certain Common Elements.

Section 25. **Transitional Control Date.** "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the number of directors selected by eligible Unit Owners unaffiliated with the Developer exceed the number of directors which may be selected by the Developer.

Section 26. **Unit.** "Unit" means the area constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such area may be described on Exhibit B hereto and all structures and improvements within such area.

ARTICLE IV COMMON ELEMENTS

The Common Elements and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

Section 1. **General Common Elements.** There are no General Common Elements.

Section 2. **Limited Common Elements.** The Limited Common Elements are the areas depicted on the Plan as Limited Common Elements and are appurtenant to the Units to which such Limited Common Elements are assigned on the Plan. The parking areas, driveways (exclusive of the Perpetual Drive, as defined in and pursuant to the REA) and sidewalks within the Units, if any, are not subject to easements for the benefit of all other Unit Owners and their Permittees for pedestrian passage and vehicular ingress, egress and parking. The land located beneath each Unit is a Limited Common Element appurtenant to the Unit situated directly above such land. To the extent they benefit a Unit or create obligations with respect to a Unit, Limited Common Elements include all easements that are appurtenant and benefit the Condominium pursuant to established easement agreements, reciprocal or otherwise, including, but not limited to, those easements benefiting the Condominium as provided in: (i) that certain Easement and Restriction Agreement, dated _____, among _____, _____ and _____, recorded in Liber _____, Page _____, Oakland County Records, on _____ ("ERA"); (ii) that certain Reciprocal Easement and Operation Agreement, dated _____, by Developer, recorded in Liber _____, Page _____, Oakland County Records, on _____, as amended, (collectively "REA"); and (iii) that certain Agreement Regarding Shopping Center, dated _____, between Developer and _____, a _____, recorded in Liber _____, Page _____, Oakland County Records, on _____ and any further amendments ("Agreement").

Section 3. **Association Responsibilities.** The Association shall cause the General Common Elements to be maintained, repaired and replaced in first-class condition at all times and in compliance with all applicable governmental laws, rules, regulations, orders, and ordinances and the provisions of this Master Deed, and the expense thereof shall be assessed to the Unit Owners in proportion to the Percentage of Value stated in Article VI hereof. The minimum standard of maintenance for the General Common Elements shall be comparable to that followed in other first-class, family-

oriented retail developments of comparable size in the Detroit, Michigan metropolitan area. The Association's obligations under this Article IV, Section 3 shall include, but not be limited to, the following:

(a) To supervise, operate, manage, repair, replace, and maintain the General Common Elements intended for and available for the common use of all of the Unit Owners and their Permittees, in good repair and in a safe, sound, and functional condition, in conformity with all governmental regulations and consistent with the standards of a first-class, family-oriented retail development of comparable size in the Detroit, Michigan metropolitan area.

(b) Pay all assessments to the Association for the costs allocable to the Condominium including, without limitation, under the ERA, REA and the Agreement.

Section 4. **Unit Owner Responsibilities.** All Unit Owners shall maintain, repair and replace their Limited Common Elements in first-class condition at all times and in compliance with all applicable governmental laws, rules, regulations, orders, ordinances, the ERA, REA, Agreement, and the provisions of this Master Deed at the expense of such Unit Owner. In accordance with the provisions of the ERA, REA, and Agreement, and at its sole expense, each Unit Owner shall be responsible for the construction, operation, maintenance, repair, and replacement of the Unit Owner's Unit and improvements located on or serving the Unit, including, but not limited to, the portions of the Perpetual Road and retaining wall located on such Unit, and storm drainage, and shall be responsible for the performance of all of the other obligations of an owner or a "Party" under the REA or ERA, and "_____ " under the Agreement, including, without limitation, maintaining the coverages and otherwise complying with the provisions to provide insurance required under the REA, ERA and Agreement, complying with parking requirements for such Unit Owner's Unit, and with reference to any utilities, facilities or improvements located on or serving the Unit Owner's Unit in accordance with the provisions of the ERA, REA and Agreement.

ARTICLE V CONSTRUCTION OF CONDOMINIUM

Section 1. **Common Improvements.** Developer shall construct or cause to be constructed the Common Improvements in a good and workmanlike manner in accordance with the Plan. Developer shall provide for supervision and administration of construction of the Common Improvements.

Section 2. **General Construction Requirements.** The Common Improvements shall be done in a good and workmanlike manner and in accordance with good engineering standards.

Section 3. **Unit Construction Requirements.**

(a) After initial construction of a building on a Unit in accordance with the Final Unit Plans, if a Unit is not owned by Developer, any subsequent lighting system on a Unit shall at least meet the minimum requirements of the applicable City code and, in any case, the requirements of Section 3.2(A) of the REA.

(b) All construction activities performed by a Unit Owner within the Condominium shall be performed in compliance with this Master Deed and all laws, rules, regulations, orders, and ordinances of the township, county, state, and federal governments, or any department or agency thereof, affecting improvements constructed within the Condominium, the REA, ERA and the Agreement. Each Unit Owner shall develop in a good and workmanlike manner the buildings and other improvements in the Unit Owner's Unit. The construction activities of a Unit Owner shall not:

(i) cause any material increase in the cost of constructing improvements upon any other Owner's Unit;

- (ii) materially interfere with construction work being performed on any other part of the Condominium;
- (iii) materially interfere with the use, occupancy or enjoyment of any part of the remainder of the Condominium by any other Unit Owner or its Permittees;
- (iv) cause any other Unit, Owner or improvements on any Unit to be in violation of any law, rule, regulation, order or ordinance authorized by any city, county, state, federal government, or any department or agency thereof; or
- (v) violate this Master Deed.

(c) Indemnification of other Unit Owners. Each Unit Owner shall defend, indemnify and hold harmless the other Unit Owners from all claims, actions and proceedings and costs incurred in connection therewith (including reasonable attorneys' fees and costs of suit) resulting from any accident, injury or loss or damage whatsoever occurring to any Person or to the property of any Person arising out of or resulting from the performance of any construction activities performed or authorized by such indemnifying Unit Owner, its employees, contractors or agents.

(d) Staging and Storage Area. A constructing Unit Owner may utilize any portion of its Unit as a staging and storage area in compliance with Section 3.1(D) of the REA, except the Perpetual Drive as defined in the REA.

(e) Construction Vehicles. Access to Units for all construction vehicles shall be limited solely to the Perpetual Drive.

(f) Compliance with REA, ERA and Agreement. To the extent not specifically provided for in this Master Deed, a Unit Owner shall comply with the REA, ERA and Agreement with respect to any and all construction activities on its Unit.

**ARTICLE VI
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

Section 1. Description of Units and Percentage of Value. The Condominium consists of three (3) Units. Each Unit is described in this paragraph with reference to the Plan. Each Unit shall include all space located within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Unit Owner in the proceeds and expenses of the Association and the value of such Unit Owner's vote at meetings of the Association and the undivided interest of the Unit Owner in the Common Elements. The total Percentage of Value of the Condominium is one hundred (100%) percent. Set forth below are:

- (a) Each Unit number as it appears on the Plan.
- (b) The land area of the Unit.

(c) The Percentages of Value assigned to each Unit.

<u>Unit</u>	<u>Percentage of Value</u>
1	_____ %
2	_____ %
3	_____ %

The method and formula used to determine Percentages of Value was to review the comparative characteristics of the Units included in the Condominium and to conclude that the relative land area of each Unit is the appropriate basis for establishing the Percentage of Value for each Unit. Accordingly, the Percentages of the Value set forth above were established by dividing the land area for each Unit by the total land area for all Units in the Condominium, and rounding off percentages and make minor adjustments to achieve a total of exactly one hundred (100%) percent.

Section 2. **Unit Plans.** The final construction plans showing the "as built" condition of the improvements ("Final Unit Plans") for each Unit and the Limited Common Elements reserved thereto will not be established until the improvements within the Unit are constructed. Accordingly, at such time as the Final Unit Plan of each Unit is established, the Developer will record, at the Unit Owner's expense, an amendment to the Master Deed setting forth the Final Unit Plan for each Unit and the Limited Common Elements reserved thereto in the Condominium. The Final Unit Plans shall bear a certification by the Unit Owner's engineer or architect authorized to practice his or her profession in the State of Michigan, setting forth that such Final Unit Plan constitutes a correct representation of the improvements described. Except as otherwise expressly provided herein, such an amendment shall only contain an amendment with the Unit Plans. The Association shall prepare and record, at such Unit Owner's expense, an amendment of this Master Deed showing the revised Final Unit Plan. All such interested persons irrevocably appoint Developer, the Association, and their respective successors and assigns, as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. A copy of any such amendment to the Master Deed shall be provided to the Association and all other Unit Owners at least ten (10) days prior to recording.

ARTICLE VII COVENANTS AND EASEMENT GRANTS AND RESERVATIONS

To further implement and make feasible the ownership and sale of Units in the Condominium, the Developer and its successors and assigns, by reason of this declaration, and all future owners of Units in the Condominium by their acquisition of title thereto, and all other Persons acquiring an interest in the Condominium and their respective grantees, successors and assigns covenant and agree as follows:

Section 1. **Surface Water Drainage.** A perpetual, blanket and non-exclusive easement appurtenant to and for the benefit of each of the Units exists and shall continue to exist for the benefit of the Developer and the Unit Owners and their respective successors and assigns in, upon, over, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading and/or the improvements located upon the Condominium. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

Section 2. **Developer's Reserved Easements.**

(a) That Developer reserves the right and power to grant easements over or dedicate portions of any of the Common Elements for utility, street, safety and construction purposes as may be necessary for the benefit of the Condominium and which easements or dedications are consistent

with the Plan and applicable law, and all persons acquiring any interest in the Condominium shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After completion of construction of the Condominium the foregoing right and power may be exercised by the Association.

(b) That Developer expressly reserves unto itself, its successors and assigns, full easement rights in all Units and Common Elements of the Condominium for the purpose of initially constructing and completing the initial development of the Condominium improvements in accordance with the Plan.

ARTICLE VIII AMENDMENTS

This Master Deed and any Exhibits hereto may be amended in the following manner:

Section 1. **Amendments**. Subject to the limitations herein stated, amendments may be made by Developer or by the Association.

Section 2. **Unit Owner and Mortgagee Consents**. If the amendment will materially change the rights of the Unit Owners or Mortgagees, then such amendment requires the written consent of not less than the Majority of Unit Owners and Mortgagees of the Units (unless a greater majority is specified in the Bylaws). A Mortgagee shall have one vote for each Unit which is collateral for a mortgage held by such Mortgagee, which shall be weighted according to each mortgaged Unit's Percentage of Value.

Section 3. **By Developer**. Notwithstanding Section 2 above, but subject to the limitation of Section 4 below, Developer reserves the right to amend this Master Deed and any of its Exhibits for any of the following purposes without the consent of Unit Owners or Mortgagees:

- (a) To modify the dimensions and boundaries of Units owned by Developer and the Limited Common Elements adjoining or appurtenant to unsold Units;
- (b) To modify the dimensions and boundaries of Units in order to enclose building structures or improvements which were intended to be within the Unit;
- (c) To amend the Bylaws, subject to any restrictions on amendments stated therein;
- (d) To correct arithmetic errors, typographical errors, survey errors, or any other errors in the Master Deed, Plan or Bylaws;
- (e) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- (f) To subdivide Units and adjust Percentages of Value in connection therewith as required by the Master Deed so long as access to any Unit is not impeded;
- (g) To make, define or limit easements affecting the Condominium;
- (h) To record an "as-built" Plan showing buildings within the Condominium, if it is deemed desirable to do so;
- (i) To change Percentages of Values, if necessary, in order to conform to the method and formula for determining Percentages of Value as stated in Article VI above; and

- (j) To make any other amendments expressly permitted by this Master Deed or the Bylaws.

The foregoing provisions do not impose upon Developer or Association any obligation to make such amendments.

Section 4. **Limitations on Amendments.** Notwithstanding any other provision of this Article VIII, the method and formula used to determine the Percentages of Value of Units in the Condominium, as described in Article VI, may not be modified without the consent of each affected Unit Owner and Mortgagee. A Unit Owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Unit Owner's consent and the consent of any Mortgagee of the Unit. The Association may make no amendment at any time which materially changes the rights of Developer without the written consent of Developer. Neither the Association nor the Developer may make any amendment at any time which materially diminishes the rights of any Unit Owner or which materially increases the obligations of any Unit Owner without the Unit Owner's prior written consent.

ARTICLE IX SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provisions of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Any such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. **Developer's Reserved Rights.** Developer reserves the sole right so long as Developer owns and offers for sale or lease all or part of at least one (1) Unit in the Condominium and without the consent of any other Unit Owner or any mortgagee of any Unit to take the following action:

- (a) Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install utility connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as Limited Common Elements. Any such construction on Unit Utility Lines shall not disturb any utility connection serving Units (other than temporarily).

- (b) Consolidate under single ownership two or more Units and in connection therewith to modify utility connections and any other improvements reasonably necessary to effect the consolidation, any or all of which may be designated by the Developer as Limited Common Elements; such construction shall not disturb any utility connections serving Units other than temporarily.

- (c) Relocate the boundaries between adjoining Units owned by the Developer.

Section 2. **Amendment of Master Deed.** Such subdivision, resubdivision or consolidation of Units or the relocation of Unit boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by Developer, its successors or assigns. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article VI hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units, if appropriate, in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in Percentage of Value shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Condominium. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or

Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified.

Section 3. **Consent of Unit Owners and Mortgagees**. All of the Unit Owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of Percentages of Value of Units which are necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

Section 4. **Limited Common Elements**. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article IX.

ARTICLE X TRANSFER OF DEVELOPMENT RIGHTS

Developer's Development Rights may be conveyed or assigned by Developer, all or in part, in a written, recorded instrument signed by Developer and the transferee which expressly transfers such rights.

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

WITNESSES:

DEVELOPER:

Printed Name: _____

_____,
a _____

Printed Name: _____

By: _____

STATE OF MICHIGAN)
) **ss.**
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____ and _____, the _____ and _____, respectively, of _____, a _____, on behalf of the _____.

Printed Name: _____
Notary Public, _____ County, MI
My Commission Expires: _____

DRAFTED BY AND WHEN RECORDED RETURN TO:

OAK_AI537567.1

EXHIBIT A

BYLAWS

CONDOMINIUM

**ARTICLE I
ASSOCIATION OF OWNERS**

_____ Condominium, a commercial condominium located in the City of _____, Oakland County, Michigan, shall be administered by an Association of Owners which shall be a non-profit corporation ("Association"), organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by the Act and the Bylaws provided for under the Michigan Non-profit Corporation Act. Each Owner shall be entitled to membership in the Association and no other Person shall be entitled to membership in the Association. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. The Association, all Owners in the Condominium 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. All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

**ARTICLE II
ASSESSMENTS**

The Association's levying of assessments against the Units and collection of such assessments from the Owners in order to pay the expenses arising from the management, administration and operation of the Association shall be governed by the following provisions:

Section 1. **Taxes Assessed on Personal Property Owned or Possessed in Common.** 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 Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. **Receipts and Expenditures Affecting Administration.** Expenditures affecting administration of the Condominium shall include all costs incurred in satisfaction of any liability arising within, caused by or connected with the General Common Elements or the administration of the Condominium. Receipts affecting administration of the Condominium shall include all sums received by the Association as proceeds of, or pursuant to, a policy of insurance securing the interests of the Owners against liabilities or losses arising within, caused by or connected with the General Common Elements or the administration of the Condominium.

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

(a) **The Annual Budget and Regular Monthly Assessments.** 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 as provided herein, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors,

copies of the budget shall be delivered to each Owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. An adequate reserve fund for replacement of those Common Elements that must be replaced by the Association on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 5 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate, the Association should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. 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 regular monthly Association assessments provided in this subparagraph shall be levied in the sole discretion of the Board of Directors. Moreover, should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; (2) to provide replacements of existing General Common Elements; (3) to provide additions to the General Common Elements not exceeding Five Thousand Dollars (\$5,000.00) annually for the entire Condominium; or (4) that an emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 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 the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof. Within ninety (90) days after the end of each calendar year, the Board of Directors shall furnish to each Owner an annual reconciliation of the income and expenses of the Association and a comparison of such income and expenses to the annual budget adopted by the Board of Directors. Every Owner shall have the right, upon reasonable prior written notice to the Association, to audit the books and records of the Association.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Owners as hereinafter provided to meet other appropriate requirements of the Association. Special assessments referred to in this subparagraph (b) shall be levied only with the prior approval of a Majority of the Unit Owners. The authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors and the Owner's for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 4. Apportionment of Assessments. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Owners to cover expenses of management, administration and operation of the Condominium shall be apportioned among and paid by the Owners in accordance with the Percentage of Value assigned to each Unit in Article VI of the Master Deed.

Section 5. Payment of Assessments and Penalty for Default. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable monthly by Owners, 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. Assessments in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven (7%) percent per annum until the assessment is paid in full. Each Owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including interest, late charges and costs of collection and enforcement of payment) levied against the Unit which may be levied while such Owner is the owner thereof, except a land contract purchaser from any Owner including the Developer shall be so personally liable and such land contract

seller shall not be personally liable for all such assessments levied up to and including the date upon which, if applicable, such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest and other charges for late payment on such assessments; and third, to assessments in default in order of their due dates. An 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 6. **Effect of Waiver of Use or Abandonment of Unit.** An Owner's waiver of the use or enjoyment of any of the Common Elements or abandonment of the Owner's Unit shall not exempt the Owner from liability for the Owner's contribution toward the expenses of administration.

Section 7. **Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien securing or which secures payment of assessments. An Owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to and empowered to take possession of the Unit (if the Unit is not occupied by the Owner) and to lease the Unit and collect and apply the rental therefrom. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Owner, and every other Person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the statutory lien that secures payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other Person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or cause to be sold the Unit with respect to which the assessment(s) is or are delinquent to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law. Each Owner of a Unit in the Condominium acknowledges that at the time of acquiring title to the Owner's Unit, the Owner was notified of the provisions of this subparagraph and that the Owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for non-payment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) **Notice of Action.** The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

- (i) The notice of lien shall set forth the legal description of the Unit or Units to which the lien attaches, the name of the Owner of record thereof and the amount due the Association as of the date of the notice, exclusive of interest, costs, attorneys fees and future assessments.
- (ii) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.
- (iii) The notice of lien shall be recorded in the office of the register of deeds in the county in which the Condominium is situated and shall be served upon the delinquent Owner by first class mail, postage prepaid, addressed to the last known address of the Owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, plus any late charges, shall be chargeable to the Owner in default and shall be secured by the lien on the Unit.

Section 8. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, if the Mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such Person, its successors and assigns, is not liable for the assessments by the Association chargeable to the Unit which became due prior to the acquisition of title to the Unit by such Person and the expiration of the period of redemption from such foreclosure. The unpaid assessments are deemed to be common expenses collectible from all of the Owners including such Person, its successors and assigns.

Section 9. Developer's Responsibility for Assessments. Notwithstanding any other provisions of the Condominium Documents to the contrary, the Developer shall not pay regular Association assessments for Units which are owned by the Developer (or the Limited Common Elements appurtenant thereto) so long as the Units are vacant and unimproved, but the Developer shall at all times pay all expenses of maintaining the Units that it owns. Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 10. Unpaid Assessments Due on Unit Sale; Statement of Unpaid Assessments. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the Unit and (b) payments due under first mortgages having priority thereto. A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments outstanding against the Unit and the purchaser is not liable for any unpaid assessment 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 sale, or to pay unpaid assessments against the Unit at the closing of the Unit purchase if such a statement was requested, shall be liable for any unpaid assessments against the Unit together with interest, costs and attorneys' fees incurred in connection with the collection thereof.

Section 11. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 12. Construction Liens. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Owners shall be brought in the name of the Association. The Association may assert, defend or settle claims on behalf of all Owners in connection with the General Common Elements of the Condominium. The commencement of any such civil action (other than one to enforce or collect delinquent assessments) shall require the approval of a Majority of the Unit Owners.

ARTICLE IV INSURANCE

Section 1. **Responsibilities of Owners**. Each Owner shall be obligated and responsible for obtaining and maintaining the insurance required under the REA, ERA, Agreement, and these Bylaws, which such insurance shall be to the greater limits and requirements of those set forth in the REA, ERA and/or Agreement or the following:

(a) **Liability Insurance**. Each Owner shall, with respect to the Unit and Limited Common Elements appurtenant to the Owner's Unit, maintain or cause to be maintained in full force and effect Comprehensive General Liability Insurance, including Personal Injury Liability Insurance and Contractual Liability Insurance with a financially responsible insurance company or companies licensed in Michigan, with a minimum Best's rating of A:VII, such insurance to provide for a combined single limit of not less than Five Million Dollars (\$5,000,000.00). Additionally, at a minimum any such insurance, whether provided under the REA, ERA, Agreement or these Bylaws: (i) shall provide coverage on an occurrence basis; (ii) shall provide that the policy may not be cancelled or materially reduced in amount or coverage without at least thirty (30) days prior written notice by the insurer to the other Owners and the Association; (iii) shall include the Association and all Owners and their Occupants as additional insureds; (iv) shall provide for severability of interests; and (v) shall provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other additional insureds or the insured, respectively.

Any such insurance, whether provided under the REA, ERA, Agreement or these Bylaws, shall specifically extend to the contractual obligation of the insured Owner arising out of the indemnification obligations set forth in this Master Deed. Each Owner ("Indemnitor") shall indemnify, defend and hold harmless each other Owner ("Indemnitee") from and against all claims, costs, expenses and liability (including reasonable attorney's fees and cost of suit incurred in connection with all claims) including any action or proceedings brought thereon, arising from or as a result of the injury to or death of any person, or damage to the property of any person or entity which shall occur on the Unit owned by each Indemnitor or such Unit's appurtenant Limited Common Elements, except for claims caused by the negligence or willful act or omission of such Indemnitee, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof. The minimum required liability insurance set forth in this Section 3(a) may be increased from time to time by the Association.

(b) **Casualty Insurance**. Effective upon the commencement of construction of improvements, the constructing Owner, and after the completion of construction of improvements the Owner of each Unit, will carry or cause to be carried fire insurance with an extended coverage endorsement with a financially responsible insurance company or companies licensed in Michigan, with a minimum Best's rating of A:VII, in an amount at least equal to the replacement cost (exclusive of the cost of excavation, pavement, foundations, and footings) of the buildings and improvements in the Owner's Unit, with the coverage extending at least to the following perils: loss or damage by fire, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicle, smoke damage, and sprinkler leakage. Nothing contained herein shall limit or impair the obligation of an Owner to maintain the insurance requirements set forth in any mortgage on the Owner's Unit.

Each Owner (the "Releasing Owner") hereby releases and waives for itself and on behalf of its insurer, each other Owner and the Association (the "Released Owner") from any liability for any loss or damage to all property of such Releasing Owner located upon any portion of the Condominium, which loss or damage is of the type generally covered by fire insurance with an extended coverage endorsement, irrespective either of any negligence on the part of the Released Owner which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried. Each Owner agrees to use its best efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given. Each Owner ("Indemnitor") covenants and

agrees to indemnify, defend and hold harmless each other Owner and the Association ("Indemnitee") from and against all claims asserted by or through any Permittees of the Indemnitor's Unit for any loss or damage to the property of such Permittee located upon the respective Indemnitor's Unit or the Unit's appurtenant Limited Common Elements, which loss or damage is of the type generally covered by fire insurance with an extended coverage endorsement irrespective of any negligence on the part of the Indemnitee which may have contributed to or caused such loss.

(c) Construction Activities. Prior to commencing any construction activities within the Condominium, each Owner shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverages: (i) Workers' Compensation - statutory limits; (ii) Employers Liability - One Hundred Thousand Dollars (\$100,000); and (iii) Comprehensive General and Comprehensive Auto Liability as follows: (-a-) Bodily Injury - One Million Dollars (\$1,000,000) per occurrence; (-b-) Property Damage - One Million Dollars (\$1,000,000) per occurrence; (-c-) Independent Contractors Liability or Owner's Protective Liability; same coverage as set forth in (-a-) and (-b-) above; (-d-) Products/Completed Operations Coverage which shall be kept in effect for two (2) years after completion of work; (-e-) "XCU" Hazard Endorsement, if applicable; (-f-) "Broad Form" Property Damage Endorsement; (-g-) "Personal Injury" Endorsements; and (-h-) "Blanket Contractual Liability" Endorsement. If such insurance is canceled or expires then the constructing Owner shall immediately stop all work on or use of the other Owner's Unit or appurtenant Limited Common Element area, until either the required insurance is reinstated or replacement insurance obtained.

(d) Self Insurance. The insurance described above may be carried by the Owner or by the Owner's Occupant(s) under: (i) an individual policy; (ii) a blanket policy or policies which includes other liabilities, properties and locations of the Owner or the Owner's Occupant so long as the coverages required hereby are not diminished; (iii) a plan of self-insurance, provided that the Owner, the Owner's Occupant or the Occupant's guarantor has and maintains One Hundred Fifty Million Dollars (\$150,000,000) or more of tangible net worth computed in accordance with generally accepted accounting principles and evidenced by the Owner's annual report (if the Owner is a publicly traded company) or a certificate of the chief financial officer of the Owner or the Owner's Occupant or the Occupant's guarantor; or (iv) a combination of any of the foregoing insurance programs.

(e) Certificates of Insurance; Failure to Obtain Insurance or Provide Certificate. Each Owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Owner under this Section 3. In the event of the failure of an Owner to obtain such insurance or to provide evidence hereof to the Association, the Association may obtain such insurance on behalf of such Owner and the premiums therefor shall constitute a lien against the Owner's Unit which may be collected from the Owner in the same manner the Association assessments may be collected in accordance with Article II hereof. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 1 or any liability to any Person for failure to do so.

(f) Deductibles. No insurance required under this Article IV shall have a deductible in excess of Fifty Thousand (\$50,000.00) Dollars in Constant Dollars (as defined in the REA) unless the Owner required to provide such insurance complies with the requirements for self-insurance under subsection (d) above.

Section 2. **Waiver of Right of Subrogation.** All Owners shall use commercially reasonable efforts to cause all property and liability insurance carried by any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

**ARTICLE V
RECONSTRUCTION OR REPAIR**

Section 1. **Responsibility for Reconstruction or Repair.** If any part of the Condominium is damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) **Unit or Limited Common Element.** In the event any of the improvements in a Unit or the Unit's appurtenant Limited Common Elements are damaged by fire or other casualty (whether insured or not), the Owner of such Unit shall immediately remove the debris resulting from such event and provide a sightly barrier and within a reasonable time after delivery of the notice provided for in the next sentence of this subparagraph shall either: (i) commence to and diligently complete repair and restoration of the building improvements so damaged, such repair or restoration to be performed in accordance with all provisions of this Master Deed; (ii) commence to and diligently complete erection of other building improvements in such location, provided all provisions of this Master Deed are complied with; or (iii) demolish the damaged portion or all of such building improvements, hard surface and landscape the Unit to an attractive condition. An Owner shall have the option to choose which of the foregoing alternatives to perform, but the Owner shall be obligated to perform one of such alternatives. An Owner shall give notice to the Association and all other Owners within ninety (90) days from the date of such casualty of which alternative it elects, provided, however, that due allowance for delivery of such notice shall be made for collection of insurance proceeds. Notwithstanding any election which an Owner may have or make under this Section, any damage to a Limited Common Element which is used by or useful to any other Unit owner must be promptly repaired or restored by and at the sole cost of the Unit owner to whom such Limited Common Element appertains. Notwithstanding the foregoing, if such damage or destruction occurs during the period from September 1 through the following January 31 of any year, then the Owner of such Unit shall cause any damaged buildings to be fenced in a safe and sightly manner until the time period for construction permissible under the Master Deed shall commence, at which time the Owner of such Unit shall promptly cause the repair, restoration, or rebuilding of the building so damaged or destroyed, or shall cause the razing of any damaged buildings, the filling of any excavations, the grading and landscaping of the Unit in a sufficient manner so as to prevent blowing dirt and sand and to prevent erosion, and performance of any other work necessary to put such portion of the Condominium in a clean, sightly, and safe condition. If any such Unit is to be leased to a third party, the Owner shall remain responsible for such restoration or razing if not performed by the Occupant, notwithstanding the terms of any such lease. To the extent not provided above, each Unit Owner shall repair or reconstruct utilities, facilities or improvements located on or serving its Unit in accordance with the provisions of the REA, ERA and Agreement.

Section 2. **Repair in Accordance with Master Deed, Etc.** Any such reconstruction or repair shall be performed promptly and shall be substantially in accordance with the Master Deed.

Section 3. **Association Responsibility for Maintenance Repair and Reconstruction.** The Association shall be responsible for the prompt reconstruction and repair of the General Common Elements (except as specifically otherwise provided in the Master Deed) and any incidental damage to a Unit caused by the reconstruction and repair of such General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and 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 cost 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 cost thereof are insufficient, assessments shall be made against all Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation. Assessments pursuant to this Article V, Section 3 may be made by the Association without a vote of the Owners.

Section 4. **Timely Reconstruction and Repair**. If damage to the General Common Elements adversely affects the appearance of the Condominium, the Association shall proceed with replacement of the damaged property without delay.

Section 5. **Eminent Domain**. The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit or Appurtenant Limited Common Element**. Notwithstanding anything to the contrary in the Michigan Condominium Act, the award or purchase price paid for a taking of all or any portion of a Unit or any Limited Common Elements appurtenant thereto shall be paid to the Owner of the Unit and the Mortgagee thereof as their interests may appear; it being the intent of the other Owners who might have an easement or other property interest or right under this Master Deed in the area so taken to release and/or waive such property interest or right with respect to such award or purchase price. The other Owners shall, however, have the right to seek an award or compensation for the loss of their easement rights or property interests to the extent such awards or compensation paid or allocated for such losses do not reduce or diminish the amount paid to the Owner whose Unit or appurtenant Limited Common Element area is taken. If an Owner's entire Unit is taken by eminent domain, such Owner and the Owner's Mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium. This paragraph is not intended to alter any other agreement which may exist between the Owner of the Unit and/or appurtenant Limited Common Elements so taken and any Person having an interest in the Unit pursuant to other contractual relationships.

(b) **Taking of General Common Elements**. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Owners and their Mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of a Majority of the Unit Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium after Taking**. In the event the Condominium continues after a taking by eminent domain, the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly by the Association. If any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the Percentages of Value of the remaining Units based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any Owner.

(d) **Notification of Mortgagees**. 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.

(e) **Applicability of the Act**. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. **Priority of Mortgagee Interests**. Nothing contained in the Condominium Documents shall be construed to give an Owner, or any other party, priority over any right of first Mortgagees of Condominium Units pursuant to their mortgage in the case of a distribution to 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. **Uses Permitted.** The Units in the Condominium shall only be used for such purposes as may be permitted under applicable zoning laws and this Master Deed and the Common Elements shall be used only for purposes consistent with such use.

Section 2. **Owner Maintenance.** Each Owner shall maintain the Unit owned, all improvements therein, and any Limited Common Elements appurtenant thereto for which the Owner has maintenance responsibility in accordance with this Master Deed and generally in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Owner, or the Owner's employees, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the Association shall bear the expense to the extent of the deductible amount unless the responsible Owner is grossly negligent or has committed willful misconduct. Any costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

Section 3. **Reserved Rights of Developer.**

(a) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI or Article VII of the Master Deed shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Units owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, until all Units in the entire planned Condominiums are sold by Developer, Developer shall have the right to maintain a sales office in a Unit owned by Developer, a business office, a construction office, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer.

(b) **Enforcement of Bylaws.** The Condominium shall at all times be maintained in a manner consistent with the highest standards of a first-class, family-oriented retail shopping center development for the benefit of the Owners and all Persons having interests in the Condominium. The Developer shall have the right to enforce these Bylaws so long as Developer owns a Unit in the Condominium, which right of enforcement shall include without limitation an action to restrain the Association or any Owner from any activity prohibited by these Bylaws.

Section 4. **Rules and Regulations.** Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the General Common Elements may be made and amended from time to time by the Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto shall be furnished to all Owners.

ARTICLE VII MORTGAGES

Section 1. **Notice to Association.** Any Owner who mortgages its 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 Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any default in the performance of the obligations of the Owner of such Unit that is not cured within 60 days.

Section 2. **Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company from which the Association has purchased insurance for insuring the Condominium against casualty losses, fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage, if any.

Section 3. **Notification of Meetings.** 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 VOTING

Section 1. **Vote.** Except as limited in these Bylaws, each 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 Percentage of Value allocated to the Units owned by such Owner as set forth in the Master Deed, when voting by value. Voting shall be by value unless otherwise expressly required by the Condominium Documents or by law. In the case of any Unit owned jointly by more than one Owner, the voting right appurtenant to that Unit may be exercised jointly as a single vote or may be split if all the joint Owners of the Unit so agree in writing.

Section 2. **Eligibility to Vote.** No Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until the Owner has presented evidence of ownership of a Unit in the Condominium to the Association. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative.

Section 3. **Designation of Voting Representative.** Each 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 Owner. Such notice shall state the name, address and daytime telephone and facsimile numbers of the individual representative designated, the number or numbers of the Unit or Units owned by the Owner, and the name and address of each Person who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the 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.

Section 4. **Quorum.** The presence in person or by proxy of a Majority of Unit Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting such 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.

Section 5. **Voting.** Votes may be cast only in person or by a 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. Cumulative voting shall not be permitted.

Section 6. **Majority.** Unless otherwise required by law or by the Condominium Documents, any action which could be authorized at a meeting of the members shall be authorized by a Majority of Unit Owners in value. The foregoing statement and any other provision of the Master Deed, these Bylaws requiring the approval of a majority (or other stated percentage) of the members shall be construed to mean, unless otherwise specifically stated, a Majority of Unit Owners qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Owners duly called and held.

ARTICLE IX MEETINGS

Section 1. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Meetings of the Association 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 Condominium Documents or the laws of the State of Michigan.

Section 2. **Annual Meetings.** Annual meetings of members of the Association shall be held on the third Tuesday of March each year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be selected a Board of Directors in accordance with the requirements of these Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the 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 purposes 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 Owner of record, 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 Owner at the address shown in the notice required by Article VIII, Section 3 of these Bylaws to be filed with the Association 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. **Adjournment.** 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 twenty-four (24) hours from the time the original meeting was called, and notice of the meeting shall be provided as set forth in Section 4 of this Article IX.

Section 6. **Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) determination of whether quorum is present; (c) proof of notice of meeting or waiver of notice; (d) reading of minutes of preceding meeting; (e) reports of officers; (f) reports of committees; (g) selection of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 7. **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 as provided in Section 4 of this Article IX for the giving of notice of meetings of members. 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 reflecting a total percentage of value that equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a total percentage of

approvals which equals or exceeds the percentage of approvals that would be required for approval if the action were taken at a meeting.

Section 8. **Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, 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. **Number and Qualification of Directors.** The Board of Directors shall be comprised of a number of directors equal to the number of Units in the Condominium. Each Owner shall be entitled to designate one (1) director for each Unit owned by the Owner. All directors must be members of the Association or officers, partners, members, trustees, employees or agents of members of the Association or officers, directors, members, trustees, employees or agents of a tenant of a Unit. Directors shall serve without compensation.

Section 2. **Designation of Non-developer Owner Directors.** Developer shall surrender control of the Board of Directors to the non-developer Owners on a Unit-by-Unit basis as Units are sold. At the time the Developer closes title to a Unit, the Owner of such Unit shall designate a director in substitution for one of the directors designated by the Developer.

Section 3. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things necessary thereto subject always to the Condominium Documents and applicable laws.

Section 4. **Other Duties.** In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium and the Common Elements thereof in accordance with the strict standards of the Master Deed.

(b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.

(f) To own, maintain, improve, operate and manage, and to buy, sell, convey, assign, mortgage or lease (as Landlord or Tenant) any real or personal property (including any Unit and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(h) To enforce the provisions of the Condominium Documents.

Section 5. **Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any Person related thereto) at reasonable compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article. The Board of Directors 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 of Directors be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, which violates of Section 55 of the Act.

Section 6. **Vacancies.** Vacancies in the Board of Directors, caused by any reason, shall be filled by designation of a new director by the member that designated the director leaving office. The director so selected shall be a director until a successor is appointed at the next annual meeting of the members of the Association.

Section 7. **Removal.** At any regular or special meeting of the Board of Directors, any one or more of the directors may be removed, with or without cause, by the Association members respectively entitled to select such directors.

Section 8. **First Meeting.** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of appointment at such place as shall be fixed by the directors at the meeting at which such directors were selected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director given personally, by mail, telephone or telegraph, 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 two directors.

Section 11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by such 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 12. **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. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours prior written notice delivered to all directors not present. 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 13. **First Board of Directors.** All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertaking or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed before the

Transitional Control Date shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly selected by non-developer Owners.

Section 14. **Fidelity Bonds.** The Board of Directors shall require that all officers, directors, agents and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII OFFICERS

Section 1. **Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The directors may appoint an Assistant Treasurer, and an Assistant Secretary, and 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 individual.

(a) **President.** 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 an Association, 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.

(b) **Vice President.** 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 is able to act, the Board of Directors shall appoint some other member of the Board of Directors 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.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association and shall have charge of the 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.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association's 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 effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

Section 3. **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and the officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII SEAL

The Board of Directors may adopt a seal on behalf of the Association which shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV FINANCE

Section 1. **Records**. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the General Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such accounts and all other Association records shall be open for inspection by the Owners and their Mortgagees during reasonable working hours. The Association shall prepare and distribute to each Owner at least once 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 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.

Section 2. **Fiscal Year**. 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 shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 3. **Bank**. Funds of the Association shall be initially deposited in such bank or savings association 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. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the Association, whether or not a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of such director's duties; 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 which it has approved, the Board of Directors shall notify all Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate, and the premiums for and deductibles under such insurance shall be expenses of administration.

ARTICLE XVI AMENDMENTS

These Bylaws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these Bylaws shall become effective upon recordation in the office of the register of deeds in the county in which the Condominium is located. A copy of each amendment to these Bylaws shall be made available to every member of the Association after adoption; provided however, that any amendment adopted in accordance with this Article shall be binding upon all Persons who have an interest in the Condominium irrespective of whether such Persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to materially reduce or eliminate the rights of any first Mortgagees without the consent of the Mortgagees affected.

ARTICLE XVII COMPLIANCE

The Association and all present or future Owners, Occupants, or any other Persons acquiring an interest in or using the Condominium in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern, unless otherwise expressly provided to the contrary in the Condominium Documents.

ARTICLE XVIII REMEDIES

Section 1. **Default by an Owner.** Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

(a) **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents or the regulations of the Association shall be grounds for relief, which may include without limitation 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 Owner or Owners.

(b) **Recovery of Costs.** In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court. In no event shall any Owner be entitled to recover such attorneys' fees.

Section 2. **No Waiver.** The failure of the Association or of any Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant or condition in the future.

Section 3. **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall 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.

Section 4. **Enforcement of Provisions of Condominium Documents.** An Owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the provisions of the Condominium Documents. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for non-compliance with the Condominium Documents or the Act.

ARTICLE XIX ARBITRATION

Section 1. **Scope and Election.** 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 the Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. **Election of Remedies.** Such election and written consent by Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE XX SEVERABILITY

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

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