EXHIBIT “A”

TO MASTER DEED

THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2
ASSOCIATION BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

The Western Michigan University Business, Technology and Research Park 2, a commercial site condominium project located in the Township of Oshtemo, Kalamazoo County, Michigan, shall be administered by The Western Michigan University Business, Technology and Research Park 2 Association, hereinafter called the “Association”, organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project 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 Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. A Co-owner’s membership in the Association and the Co-owner’s share in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to its Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements, the administration of the Condominium Project, or otherwise imposed upon the Association by the Condominium Documents shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.
Section 2. **Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, maintenance, repair or replacement of the Condominium Project and General Common Elements, including a reasonable allowance for contingencies and reserves. A reserve fund shall be maintained for major repairs and replacement of General Common Elements and all other items for which the Association bears the responsibility of maintenance, repair and replacement. The reserve fund shall be funded by the annual assessments described below. At a minimum, the reserve fund shall be equal to 10% of the Association’s current annual budget on a noncumulative basis as of the Transitional Control Date. Developer shall not be liable for any deficiency in this amount at the Transitional Control Date. **THE MINIMUM STANDARD REQUIRED BY THIS SUBPARAGRAPh MAY PROVE TO BE INADEQUATE FOR THIS PARTICULAR PROJECT. THE ASSOCIATION OF CO-OWNERS SHOULD CAREFULLY ANALYZE THE CONDOMINIUM PROJECT 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.**

Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon the budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements for the entire Condominium Project, (4) to provide for the maintenance, repair or replacement of the Limited Common Elements, or (5) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 1(d) hereof and to assess a one time special assessment at the time of closing on the purchase of a Unit in an amount equal to two (2) monthly installments. 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. Assessments for Limited Common Elements shall be assessed only to those Units to which the Limited Common Elements are appurtenant.

(b) **Special Assessments.** Special assessments, as to all the Co-owners or to individual Co-owners as provided in Section 69 of the Act, 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 Board of Directors, including, but not limited to: (1) assessments for additions to the Common Elements, (2) assessments to purchase a Unit upon foreclosure of the lien for
assessments described in Section 5 hereof, (3) assessments for costs associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element or for any unusual expenses or conduct that benefit less than all those entitled to occupy the Condominium as provided in Section 69 of the Act, or (4) assessments for any other appropriate purpose not elsewhere herein described. The authority to levy assessments pursuant to this subparagraph is solely 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 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Except as provided otherwise herein or in the Master Deed, any unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of conduct of less than all of those entitled to occupy the Condominium may be assessed by the Board of Directors against the Condominium Unit or Units involved in accordance with the reasonable judgment of the Board of Directors. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in twelve (12) monthly installments throughout the year, 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. An automatic late charge not exceeding $25 per installment per month may be added to each installment in default for 5 or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to its Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including 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 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 installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney’s fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt such Co-owner from liability for any contribution toward the expenses of administration or for payment of assessments to the Association by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements, or by the abandonment of the Unit.
Section 5. **Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges and fines by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against its Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from its Unit or of the use of any utilities serving its Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under it. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX, Section 4 and Article XXI of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing 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 Co-owner and every other person who from time to time has any interest in the Project, except a first mortgagee, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent at public venue, pursuant to judicial proceedings, foreclosure by advertisement or any other means permitted by law and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law.

EACH CO-OWNER OF A UNIT IN THE PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SUBPARAGRAPH AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT UNIT.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the
Association that sets forth (i) the affiant’s capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney’s fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney’s fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on its Unit.

Section 6. Liability of Co-owner, Purchaser and Others. The Co-owner of a Unit subject to foreclosure pursuant to this Section, and any purchaser, grantee, successor or assignee of the Co-owner’s interest in the Unit, is liable for assessments by the Association chargeable to the Unit that became due before the expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

Section 7. Obligations and Liability of Mortgagee. The mortgagee of a first mortgage of record on a Unit must give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement or by judicial action as provided in Section 108(9) of the Act. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which acquires title to the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for assessments that have priority over the first mortgage as provided in the Act).

Section 8. Developer’s Responsibility for Assessments. Developer of the Condominium, although a member of the Association, will not be responsible at any time for payment of the general or special Association assessments, nor will Developer at any time be required to extend credit to the Association or any Co-owner. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns (other than Unit ___ until it is an Occupied Unit), together with a proportionate share of the Association’s current maintenance expenses actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project that are not owned by Developer and further except as to expenses related to the maintenance and use of Unit ___. For purposes of the foregoing sentence, Developer's proportionate share of such expenses will be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Condominium. In no event will Developer be responsible for payment of any assessments, including general or special assessments, for deferred maintenance, reserves for
replacement of capital improvements, or other special assessments, except with respect to Occupied Units owned by it. Developer shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from Developer or to finance any litigation or other claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. “Occupied Unit” shall mean a Unit upon which an improvement has been constructed for which a certificate of occupancy has been received and in which commercial endeavors have been undertaken.

Section 9. 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 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.


Section 12. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association’s lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III
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 Co-owners or between such Co-owners and the Association, shall 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, 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 Co-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 Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

**ARTICLE IV**
**INSURANCE**

Section 1. **Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by Developer or the Association in its discretion, but in no event less than $1,000,000 per occurrence), officers and directors’ liability insurance, and workmen’s compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements or Limited Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner should obtain insurance coverage at its own expense upon its Unit and the Limited Common Elements appurtenant thereto. It shall be each Co-owner’s responsibility to determine by personal investigation or from insurance advisors the nature and extent of adequate insurance coverage and thereafter to obtain insurance coverage for adequate personal property and for everything related to the Unit or elsewhere on the Condominium and for personal liability for occurrences within the Unit or upon Limited Common Elements appurtenant to the Unit, and also for loss of business and business relocation expenses in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **Insurance of Common Elements.** Except as set forth herein, all Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, as determined from time to time by the Board of Directors of the Association in consultation with the Association’s insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. All information in the Association’s records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due
Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. It shall be each Co-owner’s responsibility to determine the necessity for and to obtain insurance coverage for everything related to the Unit, including improvements within the Unit, and the Association shall have no responsibility whatsoever for obtaining such coverage.

(c) Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate bank account or, if prior to the Transitional Control Date, a segregated bank account maintained by Developer for the benefit of the Association, and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

Section 3. Responsibilities of Co-owners. Each Co-owner may obtain fire and extended coverage and vandalism and malicious mischief insurance with respect to its Unit and all improvements constructed or to be constructed within the boundaries of its Unit and for its personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements or personal property whatsoever.

Section 4. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorneys’ fees, which such other Co-owners, Developer or the Association may suffer as a result of any act or omission of such Co-owner and/or from defending any claim arising out of an occurrence on or within such individual Co-owner’s Unit and shall carry insurance to secure this indemnity if so required by the Association (or Developer during the Development
and Sales Period). This Section 4 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V
RECONSTRUCTION OR REPAIR

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

(a) Damage to Common Element. If the damaged property is a Common Element, the property shall be rebuilt or repaired, unless it is determined by an 80% vote of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project and/or the improvements located within the Unit, to a condition as comparable as possible to the condition existing prior to damage unless prior written approval for changes is obtained from the Review Committee.

(c) Co-owner Responsibility for Repair. If the damaged property is a Unit or any improvements therein, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that the Co-owner elects to make. The Co-owner shall in any event remove all debris and restore its Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-Owner, its employees, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility (if reimbursement to the Association is excluded by virtue of a deductible provision, the responsible Co-owner shall bear the expense to the extent of the deductible amount, anything in these Bylaws to the contrary notwithstanding).

(d) Association Responsibility for Repair. Except as otherwise provided in the Master Deed and in Subsections (a) and (c) above, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements and Limited Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of 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, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the
damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 2. **Timely Reconstruction and Repair.** The party responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within a reasonable time thereafter using its or its best efforts, after the date of the occurrence which caused damage to the property.

Section 3. **Maintenance and Repairs.** The responsibility and obligations for repairs (other than those due to damage or destruction) and maintenance of the Condominium shall be as set forth in the Master Deed and these Bylaws.

Section 4. **Access to Unit.** The Association or its agent shall have access to each Unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of performing maintenance, repair or replacement of any of the Common Elements or other items or areas for which the Association is responsible located therein or accessible therefrom and to investigate, correct and/or remediate any condition that may affect or threaten the health or safety of the Co-owner, other Co-owners or the general public. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units, the Common Elements, or both, and to investigate, correct and/or remediate any condition that it reasonably believes may pose an imminent threat to the health or safety of the Co-owner, other Co-owners or the general public.

Each Co-owner shall provide the Association with a means of access to their Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and if such Co-owner fails to provide such means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to its Unit or to any appurtenant limited common elements, including the repair or replacement of doors or windows, damaged in gaining access, the costs of which damages shall be borne by the Co-owner.

Section 5. **Eminent Domain.** Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) **Negotiation.** The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements. Any negotiated settlement shall be subject to the approval of more than two-thirds (2/3) of the members in number and in value and shall thereupon be binding on all members.

(b) **Taking of Unit.** In the event of any taking of all or any portion of a Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner’s entire Unit is taken by eminent domain, such Co-owner and its mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and its mortgagee, as their interests may appear.
(c) **Taking of General Common Elements.** If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(d) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

(e) **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.

(f) **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 a Condominium Unit owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

**ARTICLE VI**
**BUILDING AND USE RESTRICTIONS**

Section 1. **Restrictions on Use of Units.** Condominium Units shall be used for business and professional offices, research and development facilities, prototype development and assembly, processing assembly and packaging of instruments, compounds and equipment, laboratories, data processing and other similar uses as approved by the Review Committee (as hereinafter defined), including those which are necessary and incidental to the principal uses, all of which shall be in compliance with the zoning ordinance applicable to the Project. Further one or more Units may be used as undeveloped greenspace in Developer’s sole discretion.

(a) **Zoning Compliance.** In addition to the restrictions herein, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the zoning ordinance of Oshtemo Township, Kalamazoo County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of Oshtemo Township and further there is obtained a written consent thereto from Developer during the Development and Sales Period and
thereafter from the Association. To the extent that the restrictions contained herein are more restrictive than the Oshtemo Township Zoning Ordinance, the restrictions contained herein shall apply. The business operated from each Unit shall have all permits and licenses necessary to operate such business and offer such products and services being sold therefrom.

(b) **Prohibited Uses.** Without limiting the foregoing, no Unit shall be used for: (i) residential purposes or as a place of habitation; (ii) the operation of a food service establishment (except that cafeterias appurtenant to an office use may be allowed); (iii) any two year or four year college, community college, university or higher education facility, other than Western Michigan University, without the prior written consent of Developer; or (iv) any hospital, medical clinic, surgical center, medical office, or other medical or healthcare use or facility, without the prior written consent of Developer. No other uses shall be permitted without the approval of the Association and Developer.

**Section 2. Architectural Review Committee.**

(a) **Architectural Review.** No building, structure or other improvements shall be constructed within the perimeters of a Condominium Unit or elsewhere on the Project nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications containing such detail as the Architectural Review Committee may require have first been approved in writing by the Architectural Review Committee of the Association (the “Review Committee”).

1. The Review Committee may adopt by a majority vote such design standard and procedures as it deems appropriate. Such standards may include details with respect to the design and review proves and additional design guidelines. Any such standards shall incorporate the general intent of the standards contained herein.

(b) **Review Committee Appointment.**

1. **Original Review Committee.** The original Review Committee shall consist of four (4) members, which shall include the following: an at-large employee of Developer and an architect or engineer. The members shall be appointed by Developer and shall be subject to removal or reappointment by Developer. All decisions by the Review Committee shall require concurrence of at least three (3) of its members. The qualifications for a position on the Review Committee may be suspended if no persons having such qualifications shall be reasonably available to serve as a member.

2. **Permanent Committee.** At such time as ninety percent (90%) (by area) of the Project is owned by parties other than Developer, a majority of the Co-Owners subject to these Bylaws shall have the right to designate one member of the Review Committee. At such time as one hundred percent (100%) of the Project, (exclusive of public streets) is owned by parties other than Developer, Developer shall have the option (but shall not be required) of requiring that all of the members of the Review Committee be elected by the Co-owners. The Co-owners shall have one (1) vote per Unit. The members of such reconstituted Review Committee shall not be required to have the qualifications as set forth in paragraph (b)(1) above.
3. Liability of Review Committee. Each member of the Review Committee shall be expected to exercise judgement in good faith, but shall have no liability whatsoever to any persons for any act or failure to act.

(c) Power and Duties and Review Committee. The Review Committee shall have the following powers and duties:

1. Approval of Plans. All plans and specification, including grading and landscaping plans, for the construction of any building, the exterior alteration of any building, and all exterior uses or improvements including type and color of construction materials and landscaping and screening, shall be submitted to and be approved by the Review Committee prior to commencement of construction. The Review Committee may reject all or any portion of plans submitted, or require the modification or resubmission of any such plans. The Committee shall have the right to refuse to approve any such plans and specifications, including type and color of construction material, and grading and landscaping plans, which are not suitable, in its opinion, for aesthetic or other reasons. In so passing upon such plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed improvements and the harmony thereof with the natural features of the Project and with any other improvements that have been constructed on other portions of the Project.

2. Failure to Approve. In the event that the Review Committee shall have failed to approve or disapprove such plans or specifications within thirty (30) days after the same are delivered to it, then the same shall be deemed to have been approved, provided that the plans and specification are in conformity with existing buildings or structure on the Project, these standards, and the applicable zoning ordinance and building code.

3. Variances. The Review Committee may grant variances in its discretion from the standard set forth herein, so long as the general intention of these standards shall be substantially achieved.

4. Enforcement. The Review Committee shall have the primary responsibility for the application of enforcement of the standards set forth herein. It shall have the right to take, or refuse to take, such action as herein provided, including legal or equitable proceedings, or other action reasonably calculated to achieve the purpose set forth herein. Any costs incurred by the Review Committee, including reasonable attorneys’ fees and costs, by virtue of the violation of these Bylaws by a Co-owner of any Unit shall be assessed against such Co-owner and the Unit with respect to which the violation arose, and may be enforced in the same manner as provided by law for the enforcement of real estate mortgages.

5. Performance Escrow. The Review Committee shall be entitled to require that any Co-owner of a Unit commencing construction of any improvements thereon pay the Review Committee, or to an escrow agent approved by the Review Committee, a sum, as determined by the Review Committee, although not to exceed Twenty Five Thousand and No/100 Dollars ($25,000.00), which shall be held for the purpose of guaranteeing construction of the improvements contemplated by such owner in accordance with the approved plans and specifications for the same, and in accordance with the provisions set forth herein. The funds may be retained or expended by the Review Committee to defray the costs of enforcement of these Bylaws brought about by the violation of these Bylaws by such Owner.
Section 3. **Construction Requirements.**

(a) **Construction Timing.** All construction within any Unit, once commenced, shall be completed within two years after the date of the commencement of construction unless an extension of time is granted in writing by the Review Committee. All buildings shall be basically of steel or other metal, masonry and glass construction. No wood or frame buildings shall be permitted without the prior written approval of the Review Committee. No used material shall be incorporated into any building without the prior written approval of the Review Committee.

(b) **Conservation.**

1. **Erosion Control.** The following provisions shall apply to any portion of the Project from which natural vegetation has been removed, and the amount of surface water has been increased by virtue of activity in other areas, or to avoid the unnecessary destruction of natural vegetation from any cause.

   a. Exposed earth shall be protected from erosion or washing by the use of appropriate vegetation, barriers, shields, or other such devices, or the installation of underground storm water facilities.

   b. Slopes, other than natural ones from which substantial natural vegetation has not been removed, which are to be created or maintained, shall not have a grade greater than 1 to 3.

   c. Retaining walls or other equivalent devices shall be installed on slopes having a grade greater than 1 to 2 and all such walls shall be constructed of fieldstone, masonry or other similar materials approved by the Review Committee.

2. **Vegetation.** It is recognized that trees and other vegetation will from time to time have to be removed. The following standard shall be observed with respect to such activity:

   a. No existing healthy tree six (6) inches in diameter as measured thirty six (36) inches above grade shall be removed without the prior approval of the Review Committee.

   b. Trees which have not been approved for removal and which are materially injured, damaged, or destroyed during construction, shall be replaced by one of a similar type at least two (2) inches in diameter as measured thirty six (36) inches above grade.

   c. Filling or cutting around existing trees shall be accomplished in accordance with proper horticultural practices. Retaining walls or tree wells shall be used as required.

   d. All vegetation which is not to be removed shall be adequately protected during construction and thereafter properly protected, maintained and preserved.
(c) **Building.** The following standards shall be observed and enforced with respect to all buildings constructed on a portion of a Unit:

1. The maximum area of a Unit covered by buildings(s) shall be thirty percent (30%), unless a greater amount is approved by the Review Committee.

2. External construction materials shall be of high quality and type and color to blend in with the natural surroundings and be compatible with existing improvements.

3. All sides of buildings shall be substantially in the same appearance.

4. The exterior character of all buildings shall relate to each other and shall, in the judgment of the Review Committee be aesthetically compatible with other improvements of the Project.

(d) **Vehicle and Pedestrian Facilities.** The following standards shall be observed and enforced with respect to all vehicular and pedestrian facilities within any Unit in the Project:

1. Adequate in-site parking facilities shall be provided within each individual developed Unit, with the minimum parking spaces of each individual Unit to be as provided for in the applicable zoning ordinance. Any shared parking arrangements shall be subject to the review and approval of the Review Committee.

2. All traffic and pedestrian circulation in developed areas, excluding nature trails, shall be on hard, permanent surfaces, such as pavers, asphalt or concrete. Materials shall be selected whenever practical which will blend in the natural surroundings and be compatible with existing improvements. Curbs may be required by the Review Committee, in its sole discretion, on parking areas, roads and driveways, to protect landscaped areas and for safety purposes.

3. Hard surfaces areas shall be serviced by storm water facilities which are adequate to handle expected storm water run-off and which facilities shall be designed in such a manner as to blend in with the natural surroundings if possible.

4. Whenever practical, the configuration of hard surfaced areas, such as parking lots shall be of a non-rigid character and continuous expanses of hard surfaced areas shall be avoided.

(e) **Open Space.** Not less than forty percent (40%) of each Unit with the Project shall consist of open space. Open space may be used for vegetation, artistic displays or materials, or open facilities designed for recreation or relaxation, including pedestrian or bicycle walks or paths. Areas designated for vehicular traffic or parking are expressly excluded from the definition of open space for the purposes of this section.

(f) **Lighting.** The purpose of lighting is to provide a safe atmosphere and to create a pleasing night time appearance. Lighting intensity shall be limited to a level of illumination necessary to adequately illuminate or highlight walks, parking area, buildings and
displays. The level and direction of lighting shall not create a daytime atmosphere or be at such a level of intensity or location as to create a nuisance in adjacent areas. Lighting shall be designed so that the source of light is not visible beyond the boundaries of the Unit. All exterior lighting shall be in compliance with the applicable zoning ordinance and shall be subject to review and approval by the Review Committee.

(g) **Sign Requirements.** The following standards shall be observed:

1. Free standing signs shall be so constructed and designed as to compliment the architecture of the adjacent building or buildings. Back lighted signs shall not be permitted.

2. Flashing lights, advertising flags, strips or other devices are prohibited.

3. Building mounted signs shall be confined to front facades (facing roadways(s) and/or parking area(s)), and may not project above the roof line of the structure to which it is attached or may not project more than one foot from the structural façade.

4. No signs, other than those identifying the names and businesses of the person or person occupying the premises shall be permitted without the express written approval of the Review Committee. This restriction shall not apply to any signs erected by Developer or is designees or assigns in connection with the development and sale of the Project or the Units within it.

5. All signs shall require the prior approval of the Review Committee and shall be aesthetically compatible with the character of buildings and other improvements. The use of a unified system of signage throughout the Project is encouraged. All signs shall be in compliance with the applicable zoning ordinance.

(h) **Screening and Landscaping.** It is the purposes of these provisions to screen from the adjacent areas objectionable noises, pollutants or sights. The following standards shall be observed:

1. **Noise.** Improvements shall be so constructed and operated as to reasonably confine noise resulting from any operations to the site of such operation.

2. **Pollutants.** Improvements shall be designed and operated as to conform with environmental standards which may from time to time be prescribed by federal, state or local law.

3. **Visual.** Screening, either natural or artificial, shall be provided for all service, loading, storage, mechanical equipment and refuse disposal areas, which shall be so designed and constructed as to effectively camouflage and not emphasize their existence.

4. **Fences.** No fences shall be installed on any Unit within the Project unless it shall have received the prior approval of the Review Committee. It is the intent of that any fences installed for screening purposes be located no closer to the street line than the front building line on any Unit.
5. **Other.** All cables, conduits, pipes and similar objects and devices shall, when possible, be placed underground. No exposed exterior electronic transmitters or receiving antennae or dishes shall be erected, placed or maintained on any part of the Project without the prior written approval of the Review Committee of the style, type and location of the equipment.

6. **Landscaping.** All areas of a Unit upon which a building has been constructed, and which are not developed with buildings, drives, parking and loading areas, and other similar improvements, shall either be maintained in a natural state or shall be landscaped with grass or other ground cover, shrubbery, trees, brushes, vines or other suitable plantings. All plantings shall be properly and regularly maintained, and dead or dying materials replaced in accordance with landscape plans approved by the Review Committee.

   (i) **Underground Storage Tanks.** Underground storage tanks shall be permitted, only in full compliance with all federal, state and local regulation, and only upon the prior written approval of the Review Committee.

   (j) **Compliance with Codes, Ordinances, and Laws.** In addition to the construction requirements contained in this Section, all buildings and other structures must comply with applicable ordinances and applicable building, mechanical, electrical and plumbing codes of Oshtemo Township in effect at the time the building or structure is erected. The use of any Unit and the construction and use of any building or other structure erected on any Unit must also comply with the requirements of the Township of Oshtemo zoning ordinance in effect at the time of the contemplated construction or use (unless a variance for such construction or use is first obtained from the Zoning Board of Appeals of the Township of Oshtemo) and the provisions of any municipal approvals.

   (k) **Reserved Developer Rights.** The purpose of this Section is to assure the continued maintenance of the Condominium as an attractive and harmonious commercial development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. During the Development and Sales Period, Developer may construct buildings and other improvements at the Project without the necessity of prior consent from the Association, its Review Committee or any other person or entity, subject only to the express limitations contained in the Condominium Documents; provided, however, that all such buildings and improvements shall, in the reasonable judgment of Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Condominium Project.

   (l) **Permitted Variance.** The Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to the extent and in such a manner as do not violate the spirit and intent of such requirements.

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**Section 4. Operation and Use of Project and Facilities.**

(a) **Continuing.** Except as otherwise expressly provided herein, each building or other structure or improvement constructed on a Unit within the Project shall be operated in such a manner as to maintain on a continuing basis, the standards and restrictions set forth herein.
(b) **Rubbish and Hazardous Materials.** No rubbish, trash, garbage or other offensive or noxious items shall be permitted to be deposited on any portion of the Project, except in appropriate screened containers for the same. Grass, weeds and other growths on developed Units shall be reasonably cut to levels approved by the Review Committee and no portion of the Project shall be used for the storage on any matter or thing which shall cause the Project to appear to be in an unclean or untidy condition. The foregoing provisions shall not be applicable to the storage of construction materials during a reasonable construction period. Maintenance to automobiles, including but not limited to car washing and oil changing is prohibited on the Condominium Premises. No anti-freeze, gasoline, oil, grease or other toxic substances shall be disposed of in any sanitary disposal system or dumped elsewhere on the Condominium Premises. All Co-owners, their lessees, invitees and agents shall fully comply with all state and federal laws and regulations relating to the usage or storage of hazardous substances on the Condominium Premises. Upon request by the Association, each Co-owner shall provide the Board of Directors with a full list and description of any hazardous substances used or stored in the Co-owner’s Unit. No hazardous substances shall be disposed of or released on the Condominium Premises. By purchase of a Unit, each Co-owner fully indemnifies and holds harmless the Association, Developer and the other Co-owners from any liability, including attorney fees, which may in any manner arise from the storage, usage or existence of hazardous substances by such Co-owner or its lessees, invites and agents on the Co-owner’s property, unless caused by the Association, Developer or another Co-owner. Any lease of a Unit shall contain a clause requiring full compliance with all environmental laws and regulations requiring disclosure of the storage and/or usage of hazardous substances and fully indemnifying the Association, Developer and the other Co-owners from any liability which in any manner arose from the storage and/or usage of such hazardous substances.

(c) **Offensive Activity.** No noxious or offensive trade or activity shall be carried on, nor shall anything be done on the Project or any Unit therein which may be or become and annoyance or nuisance to adjoining occupants or owners by reason of noxious, offensive, unhealthy or harmful odors, fumes, dust, smoke, waste, noise or vibration beyond that normally and reasonably expected in development of the nature contemplated herein.

(d) **Outside Storage.** No outdoor storage shall be permitted on any portion of the Project, except during construction on a Unit, and only with the prior written approval of the Review Committee, and only if permitted by the applicable zoning ordinance.

(e) **Property Maintenance.** Owners and occupants of a Unit shall maintain any and all improvements located on such Unit in good and sufficient repair and keep lawns cut, shrubbery trimmed, windows glazed and otherwise maintain such improvements in an aesthetically pleasing manner and in the original condition as approved by the Review Committee, reasonable wear and tear excepted.

1. Any improvement which is damaged by the elements or by fire or other casualty shall be restored and repaired as promptly as to the extent of damage will permit and in all events within no more than two (2) years from the date of such casualty.

2. Any buildings which shall happen to be vacant for any reason shall be kept locked and the windows shall be secured to prevent the entrance thereto by vandals.
3. In the event of a violation of any of the covenants set forth in this section, Developer or the Association, or its assignee or successor-in-interest, shall have the right to go upon the Unit and take such steps as are reasonably necessary to eliminate nuisance conditions, mow lawns, trim shrubbery or do anything reasonably necessary to repair and maintain the improvements on the Unit consistent with these Bylaws. The cost of any such work and the cost or expense incurred with such work shall be immediately due and payable upon written notice thereof being given to the Unit owner and/or occupant.

   Section 5. Rules of Conduct. Reasonable rules and regulations concerning the use of the Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked any time by the affirmative vote of more than 66 and 2/3% of all Co-owners in number and in value. No such rules and regulations shall prohibit or unreasonably restrict permitted uses of the Units as provided herein, including those described in Section 1 of this Article VI.

   Section 6. Common Elements. The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their employees, agents, tenants, invitees, guests and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units or in accordance with any other rights to use the Common Elements such as easements. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Association at some future time, affecting any part or all of said Common Elements.

   Section 7. Variances. The Association may, upon showing of practical difficulty or other good cause, grant variances from the restrictions and requirements of this Article, but only to the extent and in such a manner as not to violate the spirit and intent of such restrictions and requirements.

ARTICLE VII
MORTGAGES

   Section 1. Notice to Association. Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled “Mortgages of Units”. The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

   Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

   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 otherwise provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number, and one vote, the value of which shall equal the total percentage of value allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. Eligibility to Vote. Co-owners are entitled to vote at any meeting of the members of the Association on matters which members are entitled to vote under the law. However, the Co-owners rights to vote for the election of persons to serve as Directors on the Board of Directors is subject to the terms of Article XI, Section 2.

No Co-owner, other than Developer, shall be entitled to vote at any meeting of the Association until it has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. At a meeting of the members, Developer shall be entitled to one vote for each Unit which it owns.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. If more than one person owns a Unit, or the Unit is leased or being sold by land contract, all of the record owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to cast the vote for the Unit and to receive all notices and other communications from the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such certificate shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new certificate in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 2/3 of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

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 Co-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 (as defined in the Master Deed) or the laws of the State of Michigan. The meeting shall not be open to the public.

Section 2. **First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the Units in the Condominium Project have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days’ written notice thereof shall be given to each Co-owner.

Section 3. **Annual Meetings.** Annual meetings of members of the Association shall be held at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 2/3 of the Co-owners 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 5. **Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary’s absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws
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 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. 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) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meetings 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 8. 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 5 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 which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. 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
ADVISORY COMMITTEE

An Advisory Committee of nondeveloper Co-owners shall be established either 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 1/3 of the Units that may be created or one year after the initial conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, whichever occurs first. The Advisory Committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association. The Advisory Committee shall cease to exist when a majority of the Board of Directors is elected by the nondeveloper Co-owners.

The Committee shall be selected, established and perpetuated in any manner Developer deems advisable. Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI
BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The business and affairs of the Association shall be managed by a Board of Directors. The Board of Directors shall initially be comprised of three (3) members, but may be increased to five (5) members by vote of Developer prior to conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, or by vote of the Co-owners after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units. All Directors elected by the Members must be members of the Association or officers, partners, trustees, employees, representatives or agents of members of the Association or of Developer. Developer may elect or appoint any persons to act as Directors, without qualification. Directors shall serve without compensation. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors shall be appointed by Developer and be comprised of three (3) persons. They shall serve until the next annual meeting of the members, or until the election or appointment of their successors, or until their death, resignation or removal from office.

(b) Election of Directors by Non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units, at least one Director and not less than 25% of the Board of Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units, not less than 1/3 of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, and before conveyance of 90% of the Units, the non-developer Co-owners shall elect all Directors on the Board, except that Developer shall have the right to designate at least one Director as long as Developer owns and offers for sale at least 10% of the Units in the Project.
(c) Notice of Co-Owners. When the required number of conveyances have been reached, Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be.

(d) Election of Directors 54 Months After First Conveyance. Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, if title to not less than 75% of the Units have not been conveyed, the nondeveloper Co-owners shall have the right to elect a number of members of the Board of Directors equal to the percentage of Units they hold, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (b). Application of this subsection does not require a change in the size of the Board of Directors.

(e) Determining Number of Directors to be Elected by Co-owners; Term of Office.

1. If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (b), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (c) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, Developer shall have the right to elect the remaining members of the Board of Directors. Application of this Section shall not eliminate the right of Developer to designate one (1) Director as provided in subsection (b).

For purposes of calculating the timing of events described in subsections (b) and (c), conveyance by Developer to a builder, even though not an affiliate of Developer, is not considered a sale to a nondeveloper Co-owner until such time as the builder conveys that Unit with completed improvements which are occupied.

2. The Directors elected by the nondeveloper Co-owners (referred to as “Co-owner Directors”) shall serve for a term of one (1) year, or until their death, resignation or removal or the election and appointment of their successor. Each year, at the annual meeting of the Members, the nondeveloper Co-owners shall elect persons to serve as Co-owner Directors. The Co-owner Directors shall be elected by a plurality of the votes cast by the nondeveloper Co-owners.

3. The Directors appointed by Developer shall serve for a term of one (1) year, or until their death, resignation or removal or the election and appointment of their successor.

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 as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.
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 powers and duties shall include, but not be limited to, the power and duty:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association, it is expressly understood that the Association may from time to time convey portions of the property underlying the General Common Elements which, in the opinion of the Board of Directors, are not necessary or desirable for the Condominium.

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

(d) To restore, repair or rebuild the Condominium, or any portion thereof, after the occurrence of a 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 Project.

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.

(h) To make rules and regulations permitted by the Master Deed and these Bylaws.

(i) 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.

(j) 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 Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. A service contract which exists between the Association and Developer or affiliates of Developer.
and a management contract with Developer or affiliates of Developer is voidable by the Board of Directors of the Association on the Transitional Control Date or within 90 days thereafter, and on 30 days’ notice at any time thereafter for cause. To the extent that a management contract extends beyond one year after the Transitional Control Date, the excess period under the contract may be voided by the Board of Directors by notice to the management agent at least 30 days before expiration of the one year.

Section 6. Vacancies. Vacancies in the Board of Directors which occur prior to the date on which nondeveloper Co-owners have the right to elect a Director to the Board, pursuant to Sections 2 (b) and (c) above, shall be filled by decision of Developer. After nondeveloper Co-owners have the right to elect one or more Directors to the Board, any vacancy in a position held by a Co-owner Director shall be filled by majority vote of the non-developer Co-owners at any regular or special meeting of the nondeveloper Co-owners at which a majority of the nondeveloper Co-owners vote in person or by proxy and the person elected shall serve for the remainder of the term of the Director who is being replaced. Any vacancy in a position held by a Director appointed by Developer shall be filled through appointment by Developer.

Section 7. Removal. A Director appointed by Developer may be removed at any time, with or without cause, by Developer. A Co-owner Director, elected by the nondeveloper Co-owners, may be removed at any time, with or without cause, by majority vote of the Co-owners at any regular or special meeting of the nondeveloper Co-owners at which a majority of the nondeveloper Co-owners are present.

Section 8. First Meeting. The first meeting of the Board of Directors shall be held within 10 days of their appointment by Developer. Developer shall notify each Director of the place, date and time of the meeting.

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 one such meeting 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 email, at least 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 Developer (so long as an owner of a Unit), the President or by two (2) Directors, on 3 days’ notice to each Director given personally, by mail, telephone or email, which notice shall state the time, place and purpose of the meeting.

Section 11. Meetings Not Open to the Public. Meetings, regardless of the type shall not be open to the public. Guest, including legal counsel for any Co-owner or Director, may be permitted to attend only on unanimous consent of the Board of Directors.

Section 12. 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 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 13. 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 be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 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 14. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the date on which nondeveloper Co-owners have the right to elect Directors to the Board shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

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 person.

(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. He 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 as the President may in his discretion deem 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 duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon the Vice President 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; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he 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 and shall hold office at the pleasure of the Board.

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 a successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board 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**

**LEASING**

Section 1. **Lease.** Any Unit may be rented on such terms as the Co-owners of that Unit, which may include Developer, may agree upon with a prospective tenant. The right to lease Units shall not be changed, restricted or limited by an amendment to the Master Deed, these Bylaws, the Condominium Subdivision Plan or otherwise without the written approval of the Co-owner of the affected Unit (including Developer if any Units are owned by Developer). If permitted by applicable laws, rules, regulations, codes, and ordinances, the Co-owners may divide their Units into smaller spaces and lease these to different tenants on such terms as the Co-owner of such Unit and the prospective tenant may agree upon. Activities conducted by a tenant of a leased Unit shall comply with the requirements of the Condominium Documents as they apply to the such Unit. Notwithstanding the foregoing or any other provision of the Condominium Documents to the contrary, any and all leasing or renting of Units in the Condominium shall comply with the requirements and obligations imposed by the Act and shall be subject to the rights of the Association under the Act, including, but not limited to, the notice requirements and Association rights of Section 112 of the Act.

**ARTICLE XIV**

**SEAL**

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words “corporate seal”, and “Michigan”.

**ARTICLE XV**

**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 Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The
Association shall prepare and distribute to each Co-owner at least 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 in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Associations’ 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 Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or other depository institution as may be designated by the 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. Notwithstanding anything herein to the contrary, until the Transitional Control Date, Developer shall maintain a segregated bank account for the benefit of the Association for the funds of the Association. The funds may be invested from time to time in accounts or deposit certificates of such bank or other depository institution as are insured by any quasi-governmental agency and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XVI
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his 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 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-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.

ARTICLE XVII
AMENDMENTS

Section 1. Amendment. These Bylaws may be amended pursuant to the procedures described in the Master Deed for amending any of the Condominium Documents, provided,
however, that these Bylaws may not be amended to further restrict a Co-owner’s use of its Unit without the written consent of the affected Co-owner.

Section 2. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Kalamazoo County Register of Deeds.

Section 3. **Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

**ARTICLE XVIII**

**COMPLIANCE**

The Association and all present or future Co-owners, tenants, future tenants, or any other persons or occupants acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, the Master Deed, these Bylaws, the Articles of Incorporation and any rules and regulations adopted by the Association, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

**ARTICLE XIX**

**DEFINITIONS**

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 XX**

**REMEDIES FOR DEFAULT**

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

Section 1. **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents 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 Co-owner or Co-owners.

Section 2. **Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney’s fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney’s fees.

Section 3. **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the
expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XXI hereof.

Section 5. **Non-waiver of Right.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. **Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

**ARTICLE XXI**

**ASSESSMENT OF FINES**

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

Section 2. **Procedures.** Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of the Bylaws.
Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at its option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

Default. Failure to respond to the Notice of Violation constitutes a default.

Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner’s default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board’s decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.
(b) Second Violation. One Hundred Dollars ($100.00) fine.
(c) Third Violation. Two Hundred Dollars ($200.00) fine.
(d) Subsequent Violations. Fine to be established by the Association.

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

Section 5. Developer Exempt From Fines. The Association shall not be entitled to assess fines against Developer during the Development and Sales Period for any alleged violations of the Condominium Documents but shall be remitted solely to its other legal remedies for redress of such alleged violations.

ARTICLE XXII
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or granted to Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to Developer is intended to apply, insofar as Developer is concerned, only to
Developer’s rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXIII
SEVERABILITY

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

ARTICLE XXIV
CONFLICTING PROVISIONS

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

(1) The Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;

(2) These Bylaws;

(3) The Articles of Incorporation of the Association; and