



**SECOND AMENDMENT TO CONSOLIDATED MASTER DEED**

This Second Amendment to Consolidated Master Deed is executed on this 19th day of October, 2023, by Glennborough Homeowners Association, a Michigan nonprofit corporation (the "Association"). The Association's registered office is c/o In Rhodes Management, Inc., 2391 Pontiac Road, Auburn Hills, Michigan 48326, and the Association is represented by Melissa Mietzel, the President of the Association, who is authorized to act on its behalf.

The Consolidated Master Deed for Glennborough was recorded on March 18, 2002, at Liber 4106, Page 212, Washtenaw County Records, and was amended by a First Amendment to Consolidated Master Deed, recorded at Liber 5123, Page 144, Washtenaw County Records (collectively, the "Consolidated Master Deed"), with such Condominium being known as Washtenaw County Condominium Subdivision Plan No. 191.

The Association now amends and restates Exhibit A to the Consolidated Master Deed, the By-Laws, only pursuant to MCL 559.190, MCL 559.190a, Article XIII of the Master Deed, and Article XV of the By-Laws. The Consolidated Master Deed and Exhibit B to the Consolidated Master Deed, the Condominium Subdivision Plan, as amended, remain unchanged and are hereby ratified and confirmed.

This amendment does not enlarge the Common Elements of the existing Condominium Project or alter the existing percentages of value in the project.

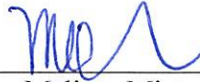
This Second Amendment to Consolidated Master Deed is effective upon recording with the Washtenaw County Register of Deeds, as required by MCL 559.173.

Time Submitted for Recording  
Date 10/26/2023 Time 11:00  
Lawrence Kestenbaum  
Washtenaw County Clerk/Register



The Association has caused this Second Amendment to Consolidated Master Deed to be executed the day and year first above written.

**Glennborough Homeowners Association**

By:   
Name: Melissa Mietzel  
Its: President

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF Washtenaw)

On this 19th day of October, 2023, the foregoing Second Amendment to Consolidated Master Deed was acknowledged before me by Melissa Mietzel, President of Glennborough Homeowners Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

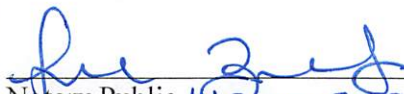
  
Notary Public, Wiana Zervas  
Oakland County, Michigan  
My Commission Expires: 06/09/2029  
Acting in Washtenaw County, Michigan

EXHIBIT A  
AMENDED AND RESTATED BYLAWS

ARTICLE I  
ASSOCIATION OF OWNERS

Glennborough, a residential site condominium (the "Condominium") located in the Township of Superior, Washtenaw County, Michigan, is administered by an Association of Owners, a nonprofit corporation, the Glennborough Homeowners Association (the "Association"). The Association is responsible for the management, maintenance, operation, and administration of the Condominium, subject to and in accordance with the Consolidated Master Deed, these Amended and Restated Bylaws, the Amended and Restated Articles of Incorporation, the Rules and Regulations of the Association (collectively, the "Condominium Documents") and the laws of the State of Michigan. These Amended and Restated Bylaws are designated as both the "Condominium Bylaws", as required by the Condominium Act, MCL 559.101, *et seq.* (the "Act"), and the "Corporate Bylaws", as required by the Michigan Nonprofit Corporation Act, MCL 450.2101, *et seq.* (the "Nonprofit Act"). All Owners and all persons using or entering upon or acquiring any interest in any unit or the Common elements are subject to, and shall comply with, the Condominium Documents. Capitalized terms used herein and not defined herein shall have the meaning ascribed to such term in the Consolidated Master Deed.

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 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 or the administration of the Condominium, including fulfilling drainage responsibilities within individual units, shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of or pursuant to any policy of insurance securing the interest of the Owners against liabilities or losses arising within, caused by, or connected with the Common elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium 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 (the "Board of Directors") shall establish an annual budget in advance for each fiscal year, and

such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs, and replacement of those Common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Condominium, the Board of Directors should carefully analyze the Condominium to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without Owner approval. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. 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 not exceeding \$15,000.00 annually for the entire Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (4) that an emergency exists, then the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common elements of a cost exceeding \$15,000.00 per year for the entire Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5

hereof; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph (a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Owners. 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.

(c) Special Assessments for Roadway Purposes. The Board of Directors may determine that it is necessary to repave or improve some or all of the roads within or adjacent to the Condominium. The improvement may be financed, in whole or in part, by the creation of a special assessment district, or districts, which may include Glennborough. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser of a unit shall constitute the agreement by such Owner or purchaser, their heirs, personal representatives, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Owners; provided, that prior to signature by the Association on a petition for improvement of any public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than fifty-one percent (51%) of all Owners. No consent of mortgagees shall be required for approval of said public road improvement. All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of Act 59, Public Acts of 1978, as amended, or such other statutes as may be applicable.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Consolidated Master Deed, all assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the owners in accordance with the percentage of value allocated to each unit in Article V of the Consolidated Master Deed. Any other unusual common expenses benefiting less than all of the units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium, or their tenants or invitees, shall be specifically assessed against the unit or units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Owners in one annual or two equal bi-annual installments commencing with acceptance of a deed to or a land contract vendee's interest in a unit, or with the acquisition of fee simple title to a unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum, plus such additional interest rate surcharge as the Board of Directors shall approve, until each installment is paid in full.

Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent amounts shall not exceed the limit set by usury laws in the State of Michigan. The Association may, pursuant to Article XVIII, Section 4 hereof, levy fines for late payment of assessments in addition to such interest. Each Owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to their unit which may be levied while such Owner is the Owner thereof. Payments on account of installments of assessments in default shall be applied as follows: First, to cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees); second, to any interest charges and fines for late payment on such installments; third, to installments in default in order of their due date.

Section 4. Waiver of Use or Abandonment of Unit. No Owner may exempt themselves from liability for their contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common elements or by the abandonment of their unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Owner in the payment of any installment of the annual assessment levied against their unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to an Owner in default upon seven (7) days' written notice to such Owner of its intention to do so. An Owner in default shall not be entitled to utilize any of the general Common elements of the Condominium 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 Owner of ingress or egress to and from their unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the Owner thereof or any persons claiming under them and, if the unit is not occupied, to lease the unit and collect and apply the rental therefrom to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) Foreclosure Proceedings. Each Owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the 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 Owner and every other person who from

time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner of a unit in the Condominium acknowledges that, at the time of acquiring title to such unit, they were notified of the provisions of this subparagraph and that they 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. The redemption period for a foreclosure is six (6) months from the date of sale unless the condominium unit is abandoned, in which event the redemption period is one (1) month from the date of sale.

(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 ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at their last known address, of a written notice that one or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the affidavit; (2) the statutory and other authority for the lien; (3) the amount outstanding (exclusive of interest, costs, attorney's fees, and future assessments); (4) the legal description of the subject unit(s); and (5) the name(s) of the Owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Condominium 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 ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Owner and shall inform them that they may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, late charges, fines, 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 Owner in default and shall be secured by the lien on their unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provision of the Condominium Documents, the holder of any first mortgage covering any unit in the Condominium 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 acquires title to the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged unit).

Section 7. 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 8. 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 Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 9. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 10. 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. The Association may require the advance payment of a reasonable processing fee for the issuance of such written statement. 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 five (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 the sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 11. Lawsuit Defense Expenses. Any Owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Condominium Documents, shall be chargeable for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

### 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 Owners and the Association, upon the election and written consent of the parties to any such dispute, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan



may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, shall be submitted to arbitration, and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time-to-time hereafter shall be applicable to any such arbitration.

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

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

## ARTICLE IV

### INSURANCE

#### Section 1. Extent of Coverage.

The Association will carry 1) fire and extended coverage insurance, 2) vandalism and malicious mischief insurance, 3) liability insurance, with minimum coverage of not less than \$1,000,000.00 per occurrence, 4) Directors and Officers liability coverage, and 5) workmen's compensation insurance if the Association is required to carry such insurance under the Michigan Workers' Disability Compensation Act, MCL 418.101, *et seq.*

If the Directors' and Officers' liability coverage does not include crime and dishonesty coverage, then the Association will obtain crime or employee dishonesty insurance in an amount no less than a sum equal to three months aggregate assessments on all units plus the reserve fund. The crime and dishonesty insurance will insure all Officers, Directors, volunteers and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association. If the management agent or others cannot be added to the Association's crime or employee dishonesty insurance, then the Association will require the management agent to obtain appropriate insurance or a fidelity bond before handling Association funds.

The Association is further authorized to purchase other insurance as the Board of Directors deems advisable, including, but not limited to, umbrella insurance, and all insurance will be carried and administered in accordance with the following provisions:

#### A. Responsibilities of Association.

All insurance will be purchased by the Association for the benefit of the Association, the Owners and their mortgagees, as their interests may appear, and provision will be made for the issuance of certificates of mortgagee endorsements to the Owners' mortgagees.

B. Responsibilities of Owners.

Each Owner shall obtain insurance coverage for the Owner's unit and all appurtenant limited Common elements (as described in Article IV of the Consolidated Master Deed) for which the Owner is responsible for maintenance, repair, or replacement. Each Owner is responsible for determining by personal investigation or by consultation with the Owner's insurance advisor whether the Owner's insurance is adequate in type and amount to recompense the Owner for all foreseeable losses and liability risks.

C. Insuring of Common Elements.

All Common elements will be insured by the Association or Owners, as the case may be, according to the responsibilities assigned in Article IV of the Consolidated Master Deed, against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to 100% of the current replacement cost of the insurable improvements, excluding foundation and excavation costs, as determined annually by the Board of Directors.

D. Proceeds of Insurance Policies.

Proceeds of all the Association's insurance policies will be received by the Association and distributed to the Association, the Owners and their mortgagees as their interests may appear. Whenever repair or reconstruction of the Condominium is required as provided in Article V of these Amended and Restated Bylaws, then the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction will be applied for such repair or reconstruction, and in no event will hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium without the prior written approval of a majority of all of the institutional holders of first mortgages on units in the Condominium.

E. Determination of Primary Carrier.

In situations where there are overlapping coverages under policies carried by the Association and one or more Owner(s), the provisions of this subsection will control in determining the primary carrier.

(i) *Cases of Property Damage*

In cases of property damage to the unit and its contents, or any other unit, limited common element or other element or property for which the Owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Consolidated Master Deed, including improvements and betterments, or incidental or consequential damages to any other unit resulting from an item, element or occurrence for which the Owner is assigned responsibility in Article IV of the Consolidated Master Deed, the Owner's policy/carrier will be deemed to be the primary carrier.

In cases of property damage to the general common elements (as described in Article IV of the Consolidated Master Deed) or a limited common element for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Consolidated Master Deed, the Association's policy/carrier will be deemed to be the primary carrier.

*(ii) Cases of Liability for Personal Injury or Other Occurrences*

In cases of liability for personal injury or otherwise, or occurrences in/on the unit or in/upon a limited common element for which the Owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Consolidated Master Deed, including improvements and betterments, the Owner's policy/carrier will be deemed to be the primary carrier.

In cases of liability for personal injury or otherwise, for occurrences in/on the general common elements or in/upon a limited common element for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Consolidated Master Deed, including improvements and betterments, the Association's policy/carrier will be deemed to be the primary carrier.

*(iii) Association's Liability*

In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, then the Association's liability to the Owner will be limited to the amount of the insurance proceeds and will not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a general common element or any repair or replacement of the same, then the insurance carrier of the Owner will have no right of subrogation against the Association or its carrier.

Section 2. Association as Attorney-in-Fact to Settle Insurance Claims.

Each Owner appoints the Association as the Owner's attorney-in-fact to act in connection with all insurance matters relating to the Condominium, the Owner's unit and the Common elements and the Board of Directors has exclusive authority to adjust losses under insurance policies obtained by the Association. The Association has full authority to purchase and maintain such insurance, collect and remit premiums, collect proceeds, and distribute the same to the Association, the Owners, and respective mortgagees, as their interests may appear, subject to the Condominium Documents, execute releases of liability, execute all documents and do all things on behalf of such Owner and the Condominium as necessary or convenient to accomplish the foregoing.

Section 3. Indemnification.

Each Owner will indemnify and hold harmless every other Owner and the Association for all damages and costs, including attorney's fees, which such other Owners or the Association may suffer as a result of defending any claim arising out of an occurrence for which the individual Owner is required to carry coverage pursuant to this Article IV and will carry insurance to secure this indemnity if so required by the Association. This Section will not be construed to give any insurer any subrogation right or other right or claim against any individual Owner.

Section 4. Expenditures Affecting the Administration of the Condominium.

Expenditures affecting the administration of the Condominium include costs incurred in the satisfaction of any liability arising within, caused by, or connected with the Common elements or the administration of the Condominium. Receipts affecting the administration of the Condominium include all sums received as proceeds of or pursuant to a policy of insurance securing the interest of the Owners against liabilities or losses arising within, caused by, or connected with the Common elements or the administration of the Condominium.

Section 5. Directors' and Officers' Insurance.

The Association shall provide liability insurance for every Director and Officer of the Association in such amounts as determined by the Board of Directors. With the Association's prior written consent, a Director or an Officer may waive any liability insurance for such Director's or Officer's personal benefit. No Director or Officer will collect for the same expense or liability under any right of indemnification and under this Section 5.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

- (a) General Common Elements. If the damaged property is a general common element, including specifically the private roads and the preservation zones, the damaged property shall be rebuilt or repaired by the Association.
- (b) Unit or Improvements Thereon. If the damaged property is a unit or any improvements thereon, the 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 Owner shall be responsible for any reconstruction or repair that they elect to make. The Owner shall in any event remove all debris and restore their unit and the improvements thereon to a clean and sightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Consolidated Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Consolidated Master Deed unless the Owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of 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 place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 4. Timely Reconstruction and Repair. If damage to the general common elements adversely affects the appearance of the Condominium, the Association shall proceed with replacement of the damaged property without delay.

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Owner of such unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an Owner's entire unit is taken by eminent domain, such Owner and their mortgagee shall, after acceptance of the condemnation award, therefore, be divested of all interest in the Condominium.

(b) Taking of General Common Elements. If there is any taking of any portion of the general common elements, the condemnation proceeds relative to such taking shall be paid to the Owners and their mortgagees in proportion to their respective interest in the Common elements, and the affirmative vote of at least two-thirds (2/3) of the Owners in number shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Consolidated Master Deed amended accordingly and, if any unit shall have been taken, then Article V of the Consolidated Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining units based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment *may* be effected by an Officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval

thereof by any Owner.

(d) Notification of Mortgagees. In the event any unit in the Condominium, or any portion thereof, or the Common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any units in the Condominium, provided that the name and address of each has been provided to the Association.

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

Section 6. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may from time to time direct of any loss to or taking of the Common elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a unit covered by a mortgage purchased in whole or in part by FHLMC if such damage exceeds \$1,000.

Section 7. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give an Owner or any other party priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or Common elements.

## ARTICLE VI

### RESTRICTIONS

All of the units in the Condominium shall be held, used, and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No unit in the Condominium shall be used for other than single-family residential purposes as defined by the Township of Superior Zoning Ordinance, and the Common elements shall be used only for purposes consistent with single-family residential use.

Use of units shall also be restricted in the following manner:

(a) Building Size and Height: No building or structure shall exceed two and one-half stories above grade or thirty-five (35) feet in height, and all buildings or structures shall be constructed within the building envelope of a unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external walls:

(1) One-Story Ranch: 2,000 square feet.

(2) Multi-Story: 2,500 square feet

Garages, porches, and breezeways shall not be included in computing minimum size requirements. No part of a single story or ranch structure that is below ground level shall be included in computing minimum size requirements. No part of any other structure that is more than one-half below ground level shall be included in computing minimum size requirements. All buildings shall be constructed by a licensed residential contractor approved by the Association and completed within one (1) year from the date of issuance of a building permit by the Superior Township Building Department. All unused building materials and temporary construction shall be removed from the premises within thirty (30) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permit. All soil to be removed from any of the units either in grading or excavating will, at the option of the Association, become the property of the Association and when removed may be placed by the Owner of the unit in such place or places within the Condominium as the Association, at its option, will designate at the Owner's expense.

(b) Garages: Whenever possible, all single-family dwellings shall have two or three-car attached side entry garages, and with written approval from the Association as hereinafter provided in Section 3, may have four car attached garages. Detached garages may be erected only if screened from view and approved in advance pursuant to Section 3 below. Carports shall not be erected, placed, or permitted to remain on any unit. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage. Driveways providing access to garages shall be twelve (12) feet wide and provide a turnaround area and additional parking for at least two cars. Driveway design and materials shall be approved in advance by the Association, as set forth in Section 3 of this Article. All driveways shall be surfaced with asphalt, concrete, or paving bricks at the time of construction of the dwelling served thereby, weather permitting.

(c) Temporary Structures: No old or used structure, of any kind, shall be placed upon any unit. No temporary structure of any character such as a tent, camper, mobile home, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.

(d) Accessory Buildings: No accessory building or other out-building shall be permitted on any unit unless it is approved by the Association, as hereinafter provided in Section 3. The Association, in the exercise of its discretion, may permit the erection of structures such as swimming pool accessory buildings, greenhouses,

or lawn/garden storage sheds. Prefabricated lawn/garden storage sheds shall be specifically prohibited. Notwithstanding the Association's approval, such structures, except swimming pools, shall be architecturally compatible with the main residence, and be constructed of similar materials on a concrete slab with a rat wall.

(e) Swimming Pools: All swimming pools shall be below ground, except children's play pools, hot tubs, and jacuzzi tubs.

(f) Fences: No Owner shall construct, or cause to be constructed, any fence of any nature upon their unit or the Common elements without the prior written approval of the Association. Perimeter fences along the exterior lines between units shall not be permitted. Perimeter fences around swimming pools shall be required to be constructed in accordance with all applicable building codes. Fences shall not be located within the front set-back of the structure to be located on each unit, and shall not exceed five feet in height, except around swimming pools and tennis courts. Fences erected to screen patios, enclose child play areas, and fenced dog runs shall be permitted with advance written approval of the Association as to size, location, and fencing materials. No dog run may be constructed in front of the rear line of the dwelling constructed within a unit or within the side yard setback line, and any such dog run must be attached to the rear of the dwelling to allow direct access from the house, deck, or patio. Fences shall be used primarily for limited enclosure purposes. All fencing and/or screening shall be made of split rail construction and must have a green wire liner on the inner side of the fence.

(g) Antenna (Including Satellite Dishes): An Owner or a tenant otherwise in compliance with the Condominium Documents may install and maintain in a unit or on a limited common element appurtenant or assigned to the unit, in which they have a direct or indirect ownership or leasehold interest, and which is within their exclusive use or control, an antenna and/or a mast that supports an antenna. The antenna and mast that supports the antenna must be of the type(s) and size(s) described in 47 CFR 1.4000(a) of the Federal Communication Commission's Over-the-Air Reception Devices Rule (the "FCC Rule"), and any installation must conform with the limitations and procedures of this Section and all applicable Rules and Regulations, except to the extent they conflict with the Federal Telecommunications Act of 1996 or the FCC Rule. If an antenna or dish installation may not proceed as a matter of right under the FCC Rule, then an Owner must complete and submit to the Association the form of antenna notice prescribed by the Board of Directors before an antenna may be installed. Antenna installation on a general common element is prohibited unless approved in writing by the Board of Directors in its sole discretion.

(h) Well Water Quality: Notification is hereby given to all subsequent Owners of units that the iron level and hardness level of well water below Glennborough may be above that which is considered satisfactory from nuisance factor consideration. Chemical analysis of water from a test well in the Condominium



found an iron concentration of .69 ppm. The maximum recommended secondary standard is 0.3 ppm. The presence of iron is due to the large amount of iron in the soil. The observed iron level is not above that level which is considered a public health hazard. Fixture discoloration and taste could possibly be observed, and special internal filtration may be desired by individual Owners. The presence of iron in water is considered objectionable because it imparts a brownish color to laundered goods and may impart a bitter or astringent taste to the water, and adversely affect the taste of other beverages and foods made from the water. Prospective Owners are advised that it may be necessary to install iron removal equipment to reduce the iron concentration to an acceptable level. Chemical analysis of water from a test well found a total hardness concentration of 330 ppm. The maximum recommended secondary standard is 300 ppm. Water hardness is due to the presence of magnesium and calcium ions that dissolve in water as it comes in contact with soil and rock formations. The observed hardness level is not above that level which is considered a public health hazard. Water hardness may cause scaling, plumbing problems and increased usage of soaps and detergents, as it interferes with the ability of soaps to form lather. Softening of the water may result in high sodium concentrations, a condition which should be considered by persons on a sodium restricted diet. Hard water may also discolor house siding when lawns are watered.

(i) Wells: All wells are to be privately owned and maintained and must be located within the unit. 11 wells must be drilled into a protected aquifer or a minimum of 100' below ground surface. The wells must be grouted with bentonite to the top of the aquifer. If 10' of clay protection is not encountered, the well must be screened a minimum of 100' below ground surface and grouted with bentonite to the top of the screen. Due to low yield and dry wells, this area is designated as a well first area. The Washtenaw County Department of Environment and Infrastructure Services will require that wells be drilled, and documentation submitted to ensure an adequate water supply prior to issuing any sewage permits.

(j) Drain Fields: All drain fields are to be privately owned and maintained and must be located within the unit.

(1) The drain fields on Units 53, 54, 69, 70, 72, 73, 75 and 112 will require a 25% increase in drain field size. This is due to the fine texture of the sand formation encountered on those units. All plumbing fixtures are to be low flow fixtures.

(2) The drain field on Unit 57 is to have a minimum invert of no lower than 825 USGS datum.

(3) The drain field on Unit 108 shall be located at a minimum header invert no lower than 816.0 USGS.

(4) The drain field on Unit 111 shall be located at a minimum header

invert of 837.9 USGS.

(5) The drain fields on Units 78, 81, 82, 83, 90, 92, 94-104, 106, 108, 110, 111, 112, and 114-123 will require a sewage pumping system if the header inverts of the drain fields are located at a higher elevation from the proposed finish floor elevations of the residences built on those units. Engineering plans must be submitted to the Washtenaw County Department of Environmental and Infrastructure Services for review and approval prior to issuing individual health permits on Units 78, 81, 82, 83, 90, 92, 94-104, 106, 108, 110, 111, 112, and 114-123.

Approvals for Units 78, 81, 82, 83, 90, 92, 94-104, 106, 108, 110, 111, 112, and 114-123 will be granted on a "tank first" basis, providing that plans are submitted to the Washtenaw County Department of Environmental and Infrastructure Services showing all invert elevations, along with the sewer line that supports gravity sewage flow. A benchmark must be placed within 250' from the drain fields on Units 57, 78, 81, 82, 83, 90, 92, 94-104, 106, 108, 110, 111, 112, and 114-123. The benchmark must be clearly visible from the drain field and located on the approved final plan with the corresponding USGS elevations. The Washtenaw County Department of Environment and Infrastructure Services will not issue any individual sewage permit until it receives a plan showing all benchmarks with proper USGS elevations.

(6) The sewer lines force main servicing Units 96, 97, 109, 110, and 119-123 have been installed under the roadway. The force main of each of the above units has been sleeved within a four-inch PVC pipe and entrenched in a class B storm sewer trench as shown by detail 4/c117 of the approved plans.

(7) The sewer lines force main servicing Units 95, 96 and 99 will be crossing drainage easements dedicated to the Washtenaw County Drain Commissioner. There will be no well or sewage permits issued on these units until an approval is obtained from the Washtenaw County Drain Commissioner. A copy of this approval or permit shall be submitted to the Washtenaw County Department of Environmental and Infrastructure Services prior to the release of health permits on these units. Construction of sewer lines traversing drainage easements shall comply with standards set forth by the Washtenaw County Drain Commissioner. The project design engineer shall certify in writing that such work is completed in accordance with such standards.

(8) The drain fields on Units 94 through 126 are subject to the following requirements:

Unit #	Test Pit #	Ft to Sand	Grading?	Deep Cut?	Pump?
94	500, 501	7, 5	No	No	Yes
95	502, 503	3.5, 4	No	No	Yes
96	504, 505	7, 4	No	No	Yes
97	506, 507	6, 8	No	No	Yes
98	509, 510	6, 4	Yes	No	Yes
99	99-a, 99-b	4.5, 4.5	Yes	No	Yes
100	511, 512	1, 4	No	No	Yes
101	513, 514	3, 2	Yes	No	Yes
102	515, 516	3, 5	Yes	No	Yes
103	523, 524	7, 5	No	No	Yes
104	517, 518	12.5, 8	Yes	No	Yes
105	519, 520	6, 6	No	No	No
106	521, 522	4, 4	No	No	Yes
107	527, 528	3.5, 3.5	No	No	No
108	525, 526	1, 3	No	No	No
109	533, 534	7, 4	Yes	No	Yes
110	537, 538	7, 4	Yes	No	Yes
111	111b, 111c	3, 3	No	No	Maybe

112	539, 540	5, 5	No	No	No
113	535, 536	9.5, 7	No	No	No
114	531, 532	4.5, 9	Yes	No	Yes
115	529, 530	3.5, 3.5	No	No	Yes
116	203, 603	16.5, 21	No	Yes	Possible
117	204, 605	20, 23	No	Yes	Possible
118	206, 606	20.5, 26	No	Yes	Possible
119	610	23	No	Yes	Yes
120	217, 609	22, 22	No	Yes	Yes
121	214, 213, 608	28, 24	No	Yes	Yes
122	218, 607	25, 30	No	Yes	Yes
123	611, 612	28, 24	No	Yes	Yes
124	124A, 124B	21, 26	No	Yes	No
125	125A, 600	22, 24	No	Yes	No
126	126A, 602	22, 18	No	Yes	No

The grading of the drain field areas on units identified in the above table shall be completed in accordance with the approved plans. The project design engineer shall certify in writing to the Washtenaw County Department of Environmental and Infrastructure Services that such work is satisfactory prior to the issuance of any sewage permits on any of these units.

(k) Washtenaw County Department of Environmental and Infrastructure

Services: Subparagraphs (h), (i) and (j) hereinabove may not be amended without the advance written approval of the Washtenaw County Department of Environmental and Infrastructure Services.

(l) Septic Tanks: All septic tanks serving units in the Condominium shall be pumped out at least once every three (3) years by the respective Owners. Evidence of such pumping shall be supplied by the contractor directly to the Association for its files and to ensure compliance.

(m) Water Conservation Efforts: It is required by Michigan law that all dwellings constructed within units in the Condominium use water saving plumbing fixtures so as to conserve consumption of water and minimize problems involved with waste disposal. It is also recommended that all laundry washing machines used in said dwellings contain lint filters to prevent undue accumulation of solid materials in septic tanks and drain fields.

(n) Detention Pond: Any detention pond constructed in the Condominium shall not retain water for more than forty-eight (48) hours following the termination of rainfall.

(o) Maintenance of Unimproved Units: Units which have not been improved shall remain in their natural state but shall be maintained in a presentable condition by the Owner. No dumping shall be allowed on unimproved units.

(p) Refuse and Garbage: Each Owner shall promptly dispose of all refuse and garbage so that it will not be objectionable or visible to adjacent Owners. No outside storage of refuse or garbage, or outside incinerator shall be permitted. Each residence shall be equipped with an interior garbage disposal. No disposal of garbage, rubbish, leaves, or debris shall be allowed on vacant units. Unless otherwise required by Superior Township, Owners shall arrange for weekly pick-up of garbage by only one private garbage contractor. The Association may elect to take over selection of a garbage contractor and may assess each unit for an equitable share of the cost of garbage collection. Garden composting shall be allowed provided that it shall not result in a violation of any other restriction in these Amended and Restated Bylaws.

(q) Yard Lighting: Each Owner shall install and maintain a minimum of one post light in the front yard of each unit, which light shall be operated by a photoelectric cell (from dusk until dawn). The post light shall be constructed in a design approved by the Association. No high-pressure sodium, mercury vapor, or halogen lighting shall be permitted. Other lighting on the unit shall be down-shielded so as to minimize its effect on adjacent units.

(r) Access to Units 4, 5, 6 and 7: Vehicular access for Units 4, 5, 6 and 7 shall be restricted to private roads within the Condominium.

(s) Private Easement for Ingress/Egress and Public Utilities: A private easement for ingress/egress and public utilities exists across several units in Glennborough for the benefit of all Owners, as set forth on Exhibit B. The Association shall maintain said private easement in the same manner as a general common element.

(t) Landscaping Easement: A landscaping easement exists across several units in Glennborough for the benefit of all Owners, as set forth on Exhibit B. The Association shall maintain any landscaping or entrance signage located therein, installed by the Association, for the benefit of all Owners in the same manner as a general common element.

## Section 2. Leasing and Rental.

(a) Right to Lease. An Owner may lease their unit and the improvements thereon for the same purposes set forth in Section 1 of this Article VI. With the exception of a lender in possession of a unit following a default in a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure, no Owner shall lease less than an entire unit and the improvements thereon. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. An Owner leasing a unit shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. If no lease form is to be used, then the Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement.

(b) Leasing Procedures. The leasing of units and improvements thereon shall conform to the following provisions:

(1) Tenants and non-Owner occupants shall comply with all of the conditions of the Condominium Documents, and all leases and rental agreements shall so state.

(2) If the Association determines that the tenant or non-Owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

i. The Association shall notify the Owner by certified mail advising of the alleged violation by the tenant.

ii. The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

iii. If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on

its behalf or derivatively by the Owners on behalf of the Association, if it is under the control of the Association, an action or eviction against the tenant or non-Owner occupant and simultaneously for money damages in the same jurisdiction against the Owner and tenant or non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages to the Common elements caused by the Owner or tenant in connection with the unit or the Condominium.

(3) When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. Any tenant failing to make such payments after receiving written notice from the Association shall become personally liable for their payment to the Association and the Association may do the following:

- i. Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceedings.
- ii. Initiate proceedings pursuant to subsection (2)(iii) hereinabove.

Section 3. Architectural Control. No dwelling, structure or other improvement shall be constructed within a unit or elsewhere within the Condominium, nor shall any exterior modification be made to any existing dwelling, structure, or improvement, unless plans and specifications and site plan therefor containing such detail as the Association may reasonably request have first been approved by the Association. Reasonable modifications for the disabled will be allowed as required by MCL 559.147a. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority. The Association shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include vinyl, wood, brick, limited amounts of vinyl siding, and stone, but no aluminum siding or textured plywood siding such as T-111) and exterior colors which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed, the location of the dwelling within each unit, and the degree of harmony thereof with the Condominium as a whole. No log housing will be permitted. The purpose of this Section is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon both the Association and upon Owners.

Section 4. Changes in Common Elements. No Owner shall make changes in any of the Common elements without the express written approval of the Board of Directors of the Association, and the Township of Superior.

Section 5. Activities. No noxious, unlawful, or offensive activity shall be carried on in any unit or upon the Common elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of the Condominium. No garage sales shall be permitted on any unit in the Condominium, except when done in conjunction with the sale of the residence and then such sale shall be limited to two (2) days in duration. No unreasonably noisy activity shall occur in or on the Common elements or in any unit at any time, and disputes among Owners arising as a result of this provision which cannot be amicably resolved may be arbitrated by the Association. No Owner shall do or permit anything to be done or keep or permit to be kept in their unit or on the Common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Owner shall pay to the Association the increased insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles, or devices.

Section 6. Pets. Subject to the provisions of this Section 6, Owners shall be entitled to keep pets of a domestic nature that will reside within the residence constructed within their units. No pet or animal may be kept or bred for any commercial purpose. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the Common elements. In the event an Owner's pet causes unnecessary and unreasonable disturbance or annoyance to other Owners, one or more, and such Owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board of Directors to the Owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the Owner to remove the pet from their unit and the Condominium or impose such other restrictions on the keeping of such pet as are reasonable. No pet or animal may be permitted to run loose at any time upon other units or the Common elements, and any animal shall at all times be leashed and attended by some responsible person while on the Common elements. No unattended tethering of dogs shall be allowed on any unit in the Condominium. No savage or dangerous animal shall be kept, and any Owner who causes any animal to be brought or kept upon the Condominium shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Owner shall be responsible for collection and disposition of all fecal matter disposed by any pet maintained by such Owner. The Association may, without liability to the Owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be licensed with Washtenaw County and registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the



Association may assess fines for such violation in accordance with these Amended and Restated Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. Neither the Common elements nor the unit outside of the dwelling and garage constructed thereon shall be used for storage of supplies, materials, equipment (including lawn mowers, etc.), personal property, or trash or refuse of any kinds, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in garages and shall not be permitted to remain elsewhere on the unit or Common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by an Owner, either in their unit or upon the Common elements, which is detrimental to the appearance of the Condominium. In the event that any dwelling is damaged or destroyed a general cleanup shall be accomplished within thirty (30) days. Minor repairs shall be completed as soon as possible, and completion of major repairs and reconstruction shall be accomplished within one (1) year.

Section 8. Vehicles. No travel trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the Condominium, unless parked in the garage with the door closed. Travel trailers, motor homes, camping vehicles, and camping trailers may be temporarily parked upon the unit for a period of no more than twenty-four (24) consecutive hours for loading and unloading purposes. No inoperable vehicles of any type may be brought or stored upon the Condominium either temporarily or permanently, unless parked in the garage with the doors closed. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) except while making deliveries or pick-ups in the normal course of business. Owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium. Use of motorized vehicles anywhere on the Condominium, other than passenger cars, motorcycles, bicycles, authorized maintenance vehicles and commercial vehicles driven on established roads, as provided in this Section 8, is absolutely prohibited. Overnight parking on any private road in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a unit or on the Common elements, including "For Sale" signs, which shall not exceed three (3) square feet per side, without written permission from the Association.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners in the Condominium. Reasonable rules and regulations consistent with the Act, the Consolidated Master Deed, these Amended and Restated Bylaws, and the Planned Community project approved by Superior Township concerning the use of units and the Common elements, may be made and amended from time to time by any Board of Directors of the Association. Superior Township shall be notified in advance and must give its approval to any rules and regulations that change the Common elements as approved as part of the Planned Community project. Copies of all such rules and regulations and amendments thereto shall be

furnished to all Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Owners in number.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to the portion of each unit not occupied by the dwelling from time to time, during reasonable working hours, upon notice to the Owner thereof, as may be necessary for the maintenance, repair or replacement of a drainage easement, storm water detention area, permanent soil erosion control facility, or any of the Common elements. The Association or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common elements or to another unit and shall not be liable to such Owner for any necessary damage to their unit caused thereby.

Section 12. Landscaping. No Owner shall perform any landscaping or remove, trim, or plant any trees, shrubs or flowers or place any ornamental materials on the general common elements without the prior written approval of the Association. The Association shall recognize that Superior Township has an interest in the preservation of the Common elements in conformity with the approved Planned Community project and no changes shall be made, without approval from Superior Township, if said changes would affect the Planned Community as approved. Basic landscaping, including finish grading, seeding or sodding, must be completed within sixty (60) days after date of occupancy, weather permitting, and shall be kept as natural as possible, recognizing that some units are hilly or wooded. The Owner of each unit shall develop a landscape treatment which will tend to enhance, complement, and harmonize with adjacent property. This will best be accomplished by saving as much mature tree growth as possible, and the clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. No existing trees shall be cut, except for diseased and dead trees, or trees constituting a hazard to people or property, outside of the building envelope, or within the preservation area on each unit, without the prior written approval of the Association, as set forth in Section 3 of this Article. All debris shall be promptly removed. New planting shall complement and enhance the character of the existing vegetation, topography, and structures. Two (2) shade trees shall be planted on each unit by each unit Owner in the front setback within ninety (90) days of occupancy, weather permitting, unless such limit already contains two (2) shade trees in that location. All shade trees planted in front setbacks shall be non-berry or nut producing Native American trees. Each Owner shall have the responsibility to maintain the grounds of their unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, including the mowing of grass to a height of six inches (6") or less, removal of weeds, and proper trimming of bushes and trees. No pesticides, herbicides, or commercial fertilizers shall be used in the preservation or conservation area of any unit. However, natural organic fertilizer such as leaves, leaf humus, green manure, etc., may be used. No lawn ornaments may be installed by Owners in the front yard of the dwelling. If the Association shall receive complaints from other Owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being reasonable, and the charges therefore shall become a lien upon the unit and collected in the fashion as set forth in Article II of these Amended and Restated

Bylaws. The Owners of forested units shall not remove any significant trees on said units outside the initial approved area needed for the construction of improvements thereon, unless to remove dead or diseased trees, or trees constituting a hazard to people or property, without the prior written approval of the Association, and Superior Township, if significant trees are to be removed. A significant tree shall be described as a tree that is more than twelve (12) inches in diameter at a height of four (4) feet above the ground elevation.

Section 13. Common Element Maintenance. Roads, yards, landscaped areas, and driveways shall not be obstructed, nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or other obstructions may be left unattended on or about the Common elements, or they may be removed and disposed of at the discretion of the Association.

Section 14. Owner Maintenance. Each Owner shall maintain their unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, and the improvements on the unit in a safe, aesthetically pleasing, clean, and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common elements, including, but not limited to, the telephone, natural gas, electrical, drainage easement courses or other utility conduits and systems and any other Common elements within any unit which are appurtenant to, or which may affect any other unit. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common elements by them or their family, guests, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

Section 15. Road, Road Shoulder, Roadside Ditches, and Drainage Ways. During construction periods any damage to the road, road shoulder, roadside ditches, and drainage ways shall be repaired at the sole cost and expense of the Owner of the unit for whom construction is being performed. Such damage shall be defined by the Association and the Washtenaw County Drain Commissioner, and shall include, but is not limited to, broken pavement, squashed culverts, ruts in drainage ways, erosion sediment from unit, and regrading. If damage occurs, the Association shall give written notice to the Owner of the unit as to the extent of such damage. The Owner shall repair said damage within thirty (30) days after receiving said notice. Time extensions may be granted due to adverse weather conditions. After thirty (30) days, plus any adverse weather extensions, the Association may repair such damage and bill the Owner of the unit. If said costs are not paid within thirty (30) days, the Association may place a lien upon the subject unit for such charges plus all actual reasonable legal expenses or take any other actions which may be permitted under law. No Owner shall install any culvert other than for a driveway or to prevent erosion between their unit and the adjacent roadway.

Section 16. Preservation Zones. Preservation zones consisting of designated wetlands and the 100-year Fleming Creek flood plain are located in the Condominium as is shown on the Condominium Subdivision Plan attached to the Consolidated Master Deed as Exhibit "B".

The preservation zones shall serve as permanent natural open space and the natural topography and vegetation shall remain undisturbed. The existing topography, vegetation, wildlife habitat, and ecological character and nature of the preservation zones, having been deemed assets worthy of protection, shall remain intact and undisturbed to the extent possible. The Association and all Owners shall recognize that Superior Township has an interest in the preservation zones as set forth in the approved Planned Community project and no changes shall be made, without approval from the Association and Superior Township, if said changes would affect the Planned Community as approved. Any such change shall not diminish the portion of the preservation zones located within the flood plain. Cutting or clearing of vegetation, other than dead or diseased trees, is prohibited. Storage or dumping of any items or materials of any kind, including but not limited to vehicles, structures, building materials, trash, yard wastes, or refuse, is prohibited on the preservation zones. Construction of buildings, roads, or other such structures, other than wood chip or mowed nature trails no wider than five (5) feet for pedestrian access on the preservation zones is prohibited. No pesticides, herbicides or commercial fertilizers shall be used in the preservation zones, however, natural or organic fertilizer such as leaves, leaf humus, green manure, etc., may be used. The Glennborough Homeowner's Association shall be responsible for maintaining the preservation zones in a proper manner as may be required to maintain access to them through nature trails and to preserve existing topography, vegetation, wildlife habitat, and the ecological character and nature of the preservation zones.

Section 17. Conservation Zones. Conservation zones are located within units in the Condominium as is shown on the Condominium Subdivision Plan attached to the Consolidated Master Deed as Exhibit "B". These areas are characterized by natural stormwater drainage swales, steep slopes, and some mature vegetation. They are suitable as stormwater management areas. The Association and all Owners shall recognize that Superior Township has an interest in the conservation zones as set forth in the approved Planned Community project and no changes shall be made, without approval from the Association and Superior Township, if said changes would affect the Planned Community as approved. Allowable improvements within conservation zones will include limited removal of vegetation for uses such as gazebos, benches, play structures, gardening sheds, and other low impact activities. Driveways and septic fields will be allowed within conservation zones, as needed, on more highly constrained units. Lawn areas within conservation zones will be kept to a minimum and the use of pesticides, herbicides, commercial fertilizers, and other chemical treatments will be prohibited. Native vegetation, including trees and upland brush, will be restored following any disturbance due to construction or grading.

## ARTICLE VII

### MORTGAGES

Section 1. Notice to Association. Any Owner who mortgages their 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, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, report any unpaid assessments due from the Owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Condominium, which shall have provided the information required, written notification of any

default in the performance of the obligations of the Owner of such unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the general common elements against fire, perils covered by extended coverage, and against vandalism and malicious mischief, public liability, and fidelity coverage, and the amount of such coverage to the extent that the Association is obligated by the terms of these Amended and Restated Bylaws to obtain such insurance coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

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.

Section 4. Notice. Whenever a ballot requirement appears in these Amended and Restated Bylaws for the benefit of a mortgagee which requires a ballot in support of or against a proposal submitted by the Association, the mortgagee shall respond within ninety (90) days of mailing of said notice or the lack of response thereto shall be deemed as approval of the proposal.

## ARTICLE VIII

### VOTING

Section 1. Vote. Except as limited in these Amended and Restated Bylaws, each Owner shall be entitled to one vote for each unit owned.

Section 2. Eligibility to Vote. No Owner shall be entitled to vote at any meeting of the Association until they have presented evidence of ownership of a unit in the Condominium to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the Owner for voting purposes. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative.

Section 3. Designation of Voting Representative. Each Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the Owner, and the name and address of each person, firm, corporation, partnership, association, trust, or other entity who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 30% of the 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 these Amended and Restated Bylaws, the Amended and Restated Articles of Incorporation or applicable law to require a greater quorum. The written vote or ballot 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. Any Owner qualified to vote who participates by remote communication in a meeting of members of the Association, as provided in Article IX, Section 5 below, will also be counted in determining the necessary quorum.

Section 5. Voting. Votes may be cast in person, in a writing signed by the designated voting representative, by voting at a designated polling location or by any other means allowed by the voting procedures adopted by the Board of Directors for a given vote provided the same are not in violation of the provisions of these Amended and Restated Bylaws, the Amended and Restated Articles of Incorporation or applicable law. Any written or electronic votes cast by any permitted means must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association or voting deadline if no meeting is held. Votes may be cast by mail, fax, delivery, electronically (by any method not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process) or any other method approved by the Association in advance of the vote. Cumulative voting will not be permitted.

Section 6. Majority. A majority shall consist of more than 50% of those members otherwise provided by these Amended and Restated Bylaws, Amended and Restated Articles of Incorporation or applicable law qualified to vote and present in person or by proxy (or written vote or ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically in these Amended and Restated Bylaws, the Amended and Restated Articles of Incorporation or applicable law, the requisite approval of an action by the Owners may require approval by a higher percentage than a simple majority.

ARTICLE IX

MEETINGS OF MEMBERS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association, or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. Annual Meetings. Annual meetings of members of the Association shall be held in the month of October of each succeeding year after the year in which the annual meeting is held, and on such date and 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 Owners a Board of Directors in accordance with the requirements of Article X of these Amended and Restated Bylaws. The

Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association Officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, upon each Owner of record at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of notice to the representative of each Owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Amended and Restated 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. Electronic transmittal of such notice may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process.

Section 5. Participation by Remote Communication. The Board of Directors shall permit members to participate in a meeting of the members via telephone or other means of remote communication if all persons participating in the meeting may communicate with each other. All participants will receive notice of the means of remote communication in use and the names of the participants in the meeting will be divulged to all members. Members participating in a meeting via remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting via remote communication is a member or proxy holder; (b) the Association implements reasonable measures to provide each member and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any member or proxy holder votes or takes other action at the meeting via remote communication, a record of the vote or other action is maintained by the Association. The Association may hold a meeting of the members conducted solely via remote communication.

Section 6. Adjournment. If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than forty-eight (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 meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior Officer of the Association present at such meeting. For purposes of this Section, the order of seniority of Officers shall be President, Vice President, Secretary, and Treasurer.

Section 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 4 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 the 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, for which the call or notice requirements of Section 4 of this Article IX have not been complied with, shall be 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 signed a written waiver of notice or consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or the Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meetings that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## ARTICLE X

### BOARD OF DIRECTORS

Section 1. Number and Qualifications of Directors. The affairs of the Association will be governed by a Board of Directors composed of five (5) persons, all of whom must be Owners in good standing. Good standing is deemed to be An Owner who is not in default of any of the provisions of the Condominium Documents. An Owner who is in default of the Condominium Documents is not qualified to be elected or appointed as a Director. Any Director



who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director is not permitted to vote on any delinquency matter of another Owner, including matters that may affect the Director's own unit. If the Director does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 7 of this Article X, then the Director will be automatically removed from the Board of Directors for the remainder of the Director's term and the vacancy will be filled in accordance with Section 6 of this Article X. No Owner and their spouse or joint Owner of the unit may serve on the Board of Directors at the same time. Directors shall serve without compensation.

Section 2. Election of Directors. The term of office of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting. Annual meetings of Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 2 hereof.

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 Owners.

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

- (a) To manage and administer the affairs of and to maintain the Condominium and the Common elements thereof.
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association and to impose late charges for nonpayment of said assessments.
- (c) To carry insurance and to collect and allocate the proceeds thereof.
- (d) To rebuild improvements to the Common elements after casualty, subject to all of the other applicable provisions of the Condominium Documents.
- (e) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium, including fulfilling drainage responsibilities within individual units.
- (f) To own, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real or personal property (including any unit in the Condominium and easements, rights-of-way, and licenses) for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes or obligations of the Association.

(g) To borrow money and issue evidence 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; provided, however, that any such action shall also be approved by affirmative vote of sixty percent (60%) of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Amended and Restated 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 of Directors.

(j) To enforce the provisions of the Consolidated Master Deed, the Amended and Restated Articles of Incorporation, the Amended and Restated Bylaws, and the rules and regulations of the Association.

(k) To make rules and regulations the purposes of which are to enable Owners to obtain mortgage loans which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.

(l) To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.

(m) To assert, defend or settle claims on behalf of all Owners in connection with the Common elements of the Condominium. The Board of Directors shall provide at least a ten (10) day written notice to all Owners on actions proposed by the Board of Directors with regard thereto.

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

Section 5. Management Agent. The Board of Directors may employ a professional management agent for the Association at reasonable compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board of Directors may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board of Directors be authorized to enter into any contract with a professional management agent in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number of all of the Owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty percent (30%) requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

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

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, fax, or telephone, at least ten (10) days prior to the date named for such meeting. Electronic transmittal of such notice may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given personally, by mail, fax, or telephone, which notice shall state the time, place, and purpose of the meeting. Electronic transmittal of such notice may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board of Directors shall be deemed a waiver of notice by them of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. Action without Meeting. Any action required or permitted to be taken under authorization voted at a meeting of the Board of Directors or a committee of the Board of Directors may be taken without meeting if, before or after the action, all members of the Board of Directors then in office or of the committee consent to the action in writing or by electronic transmission. The written consents will be filed with the minutes of the proceedings of the Board of Directors or committee. The consent has the same effect as a vote of the Board of Directors or committee for all purposes.

Section 14. Participation by Remote Communication. Members of the Board of Directors may participate in any meeting via conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting. The Board of Directors may hold a meeting conducted solely via remote communication.

Section 15. Fidelity Bonds. The Board of Directors shall require that all Officers and employees of the Association handling or responsible for the funds of the Association furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 16. Code of Conduct, Conflict of Interest, and Confidentiality Agreement. On an annual basis, any person who serves as a member of the Board of Directors shall execute and deliver to the Secretary of the Association certification as to such person's compliance with Sections (a)-(e) of the guidelines set forth below which are intended to advise a Director or Officer in the course of exercising their duties in such capacity. This Agreement shall also obligate a Director or Officer to maintain confidentiality over certain subjects that may become within the purview of the Director solely because of their service to the Association. All those serving as a Director or Officer are obligated to abide by these established standards.

(a) Discharging their duties:

- (1) In good faith. A Director or Officer shall refrain from making decisions based on favoritism, discrimination, or malice.
- (2) In the best interests of the Association. Decisions must be based upon what is best for the Association, as-a-whole, and should not place the interests of the Director or Officer, the Director or

Officer's friends, or the Director or Officer's supporters above those of the Association and its members.

(b) A Director or Officer shall act within the scope of their authority. The authority of the Board to make rules and regulations shall be in accordance with Article VI, Section 10 of these Amended and Restated Bylaws and is subject to applicable state and local law. Board members should understand the scope of their authority and not exceed it.

(c) Each Director or Officer agrees to avoid the following:

- (1) Such Director or Officer shall not take personal advantage of business opportunities that should benefit the entire community.
- (2) Such Director or Officer shall not do business with the Association unless such relationship is disclosed and appropriate approval is obtained.
- (3) Such Director or Officer shall not give preferential treatment to friends and supporters and shall not expect it for themselves.
- (4) Such Director or Officer shall not accept gifts from vendors or others doing business –or seeking to do business – with the Association.
- (5) Such Director or Officer shall not use the name or property of the Association for personal use.
- (6) Such Director or Officer shall not participate in the affairs or management of the administration of the Association when there exists a conflict of interest.
- (7) Such Director or Officer shall not discriminate against other Owners in terms, conditions, or privileges on account of race, age, color, sex, national origin, physical or mental disability, religion, or as otherwise may be prohibited by federal and state law.
- (8) Such Director or Officer shall not deviate from duly adopted policies and practices guiding the operation, management, and administration of the Association.

(d) Such Director or Officer agrees that upon the conclusion of their term as a Director that they shall promptly deliver to Association any and all documents, property, or other materials of the Association within their custody or control.

(e) Such Director or Officer shall not disclose or use in any manner any confidential or proprietary information or material involving the Association, its

operations, or its Owners, to anyone other than the Board of Directors and its duly authorized agents unless:

- (1) Necessary to do so in order to conduct the business of the Association in its ordinary course, and the disclosure or use is only with the members of the Association, or its duly authorized agents, unless said disclosure is prohibited by an agreement; or
- (2) Expressly authorized to do so in writing by the Association; or
- (3) Expressly ordered to do so by a court of law.

(f) The phrase “confidential or proprietary information or material” means all information or material that is not in the public domain or subject to examination by a Owner under MCL 559.157 or MCL 450.2487, which comes to the attention of or into the possession of a Director or Officer in the course of their term, and specifically includes, but is not limited to, the following:

- (1) Any and all discussions and/or communications relating to contract negotiations or the entry of a contractual relationship between the Association and a third party;
- (2) Any and all information relating to any delinquency of an Owner within the Association;
- (3) Any and all communication between Association’s attorneys and the Board of Directors or its duly authorized agents;
- (4) Any and all sensitive information about Owners, the disclosure of which may subject the Association or its Directors to civil defamation or invasion of privacy claims;
- (5) Any and all information relating to Association’s ability to provide protection, or its efforts to provide protection, against unlawful activities directed against Association’s assets or against its Directors, Officers, or authorized agents.

(g) A Director or Officer found to have violated this Code of Conduct and Confidentiality Agreement may be removed by:

- (1) Resignation;
- (2) By a majority vote of the remaining Board of Directors;
- (3) At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, by the affirmative vote of more than 50% of those members otherwise

provided by these Amended and Restated Bylaws, Amended and Restated Articles of Incorporation or applicable law qualified to vote and present in person or by proxy (or written vote or ballot, if applicable) at the meeting of the members of the Association where a quorum is present. Any Director or Officer whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

## ARTICLE XI

### 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. All Officers that reside in the neighborhood must be Owners in good standing. Good standing is deemed to be An Owner who is not in default of any of the provisions of the Condominium Documents. An Owner who is in default of the Condominium Documents is not qualified to be appointed as an Officer. Any Officer who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Officer is not permitted to vote on any delinquency matter of another Owner, including matters that may affect the Officer's own unit. If the Officer does not comply with the delinquency cure time period, then the Officer will be automatically removed for the remainder of the Officer's term and the vacancy will be filled in accordance with Section 2 of this Article XI. 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. They shall preside at all meetings of the Association and of the Board of Directors. They 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 they may in their 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 their duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon them 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; they shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and they shall, in general, perform all duties

incident to the office of 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. They shall be responsible for the deposit of all monies and other valuable effect in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed, either with or without cause, and their 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 XII

### SEAL

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

## ARTICLE XIII

### FINANCE

Section 1. Fiscal Year. The fiscal year of the Association is an annual period commencing on such date as may be determined by the Board of Directors. Absent such determination by the Board of Directors, the fiscal year of the Association is the calendar year. The commencement date of the fiscal year of the Association is subject to change by the Board for accounting reasons or other good cause.

Section 2. Banking. Association funds will be deposited in a Federal Deposit Insurance Corporation or National Credit Union Administration insured bank or other depository as may be designated by the Board of Directors and may be withdrawn only upon the check or order of such Officers, employees or agents as are designated by resolution of the Board of Directors.



Section 3. Investment of Funds. Association funds may only be invested in accounts or deposit certificates of a bank or savings association as are insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration and may also be invested in interest-bearing obligations of the United States Government.

Section 4. Records and Books of the Association. The Association shall keep detailed books of account showing all expenditures and receipts of administration which will specify the maintenance and repair expenses of the Common elements and any other expenses incurred by or on behalf of the Association and the Owners. The non-privileged accounts, books, records, contracts, and financial statements concerning the administration and operation of the Condominium may be inspected by the Owners, the Owners' mortgagees, prospective purchasers and prospective mortgagees during reasonable working hours as permitted by law. Notwithstanding the foregoing, a member does not have the right to inspect books and records under the following circumstances:

- (a) Opening the stock ledger, lists of shareholders or members, lists of donors or donations or its other books and records for inspection would impair the rights of privacy or free association of the shareholders or members.
- (b) Opening the stock ledger, lists of shareholders or members, lists of donors or donations or its other books and records for inspection would impair the lawful purposes of the corporation. For the purposes of this section, an inspection is deemed to impair the lawful purposes of the corporation if it seeks any records of the Association that include any privileged information or any other matter that is not permitted to be disclosed by law.

The Association shall prepare and distribute to each Owner at least one (1) time a year a financial statement, the contents of which the Association will define. The financial statement may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process, or by making the report available for electronic transmission, provided that any member may receive a written report upon request for a reasonable reproduction fee as determined by Board of Directors or its professional management agent.

Section 5. Audit or Review. If the annual revenue of the Association exceeds Twenty Thousand (\$20,000.00) Dollars, then the Association shall have its books, records and financial statements independently audited or reviewed by a certified public accountant, as defined in MCL 339.720 of the Occupational Code. Any institutional holder of a first mortgage lien on any unit in the Condominium is entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon written request. The audit or review must be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants.

Section 6. Maintenance of Condominium Documents. The Association shall maintain on file current copies of the Consolidated Master Deed for the Condominium, including any amendments, and all other Condominium Documents and will permit all Owners, prospective purchasers and prospective mortgagees interested in the Condominium to inspect the same during reasonable business hours.

#### ARTICLE XIV

#### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and Officer of the Association will be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees and amounts paid in settlement incurred by or imposed upon the Director or Officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, to which the Director or Officer may be a party or in which they may become by reason of their being or having been a Director or Officer of the Association, whether or not they are 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 the Director's or Officer's duties, and except as otherwise prohibited by law. If any claim for reimbursement or indemnification is based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein will 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 will be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. The Board of Directors shall notify all Owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article will be at all times construed to (i) be consistent with those contained in the Amended and Restated Articles of Incorporation of the Association; and (ii) apply to volunteers of the Association, including volunteer non-Directors and volunteer committee members, to the extent acting in the scope of authority granted by the Board of Directors.

#### ARTICLE XV

#### AMENDMENTS

Section 1. Proposal. Amendments to these Amended and Restated Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more of the Owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Amended and Restated Bylaws.

Section 3. Voting by Board of Directors. These Amended and Restated Bylaws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of Owners, mortgagees or other interested parties, and to keep these Amended and Restated Bylaws in compliance with the Act.

Section 4. Voting by Owners. These Amended and Restated Bylaws may be amended by the Owners at any regular annual meeting, or a special meeting called for such purpose by an affirmative vote of not less than two-thirds (2/3) of all Owners. No consent of mortgagees shall be required to amend these Amended and Restated Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds (2/3) of the mortgagees shall be required, with each mortgagee to have one vote for each mortgage held. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of Owners is considered two-thirds (2/3) of all the Owners entitled to vote as of the record date for such votes. Consent from the Township of Superior shall be obtained if any public interest is affected. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Owners, the costs of which are expenses of administration.

Section 5. Superior Township Approval. The provisions of these Amended and Restated Bylaws shall not be amended so as to change the Planned Community project approved by Superior Township, without the prior approval of the Township.

Section 6. When Effective. Any amendment to these Amended and Restated Bylaws shall become effective upon the recording of such amendment in the office of the Washtenaw County Register of Deeds.

Section 7. Binding. A copy of each amendment to the Amended and Restated Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Amended and Restated Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

Section 8. Notice. Eligible mortgage holders, those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, also shall have the right to join in the decision making about certain amendments to the Condominium Documents.

## ARTICLE XVI

### COMPLIANCE

The Association and all present or future Owners, tenants or any other persons acquiring an interest in or using the Condominium in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the Condominium shall signify that the Condominium

Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

## ARTICLE XVII

### DEFINITIONS

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

## ARTICLE XVIII

### REMEDIES FOR DEFAULT

Any default by an Owner shall entitle the Association or another Owner or 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 intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by an Owner, the Association or the Owner or Owners bringing the legal action, if successful, shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees (not limited to statutory fees) as determined by the court, but in no event shall any defending 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 or into any unit when reasonably necessary and summarily remove and abate, at the expense of the 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 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 Owner may be grounds for the assessment of a monetary fine, or any other action allowed under the Condominium Documents, by the Association acting through its duly constituted Board of Directors. The assessment of any fine or action taken by the Board of Directors shall be subject to the prescribed rules of procedure set forth below.

- (a) Rules of Procedure.

- (1) An alleged violation of the Condominium Documents must be submitted to the attention of the Board of Directors in writing. The identity of the complainant shall not be disclosed; however, any anonymous complaint shall not be given consideration.
- (2) The Board of Directors shall meet as soon as practicable to discuss whether there has been an alleged violation of the Condominium Documents.
- (3) After timely deliberation of all sitting members of the Board of Directors, the Board of Directors shall then vote to determine whether (i) there has been a violation of the Condominium Documents, and (ii) whether further action shall be taken. In order to allow the Board of Directors to take affirmative action, a majority vote of all members of the Board of Directors must be obtained on both matters, i.e., that a violation has occurred, *and* action shall be taken. Votes by proxy shall be allowed if necessary.
- (4) If the Board of Directors determines that a fine or other action shall be taken against an Owner, notice shall be given to the offending owner by certified mail sent to the offending Owner's Glennborough mailing address, or, if the offending Owner does not reside in Glennborough, the offending Owner's last known residential address. Included in the notice shall be the date by which the offending owner must correct or remedy the specified violation as requested by the Board of Directors.
- (5) The offending Owner shall be afforded an opportunity to appear before the Board of Directors within fourteen (14) days from the date of notice and offer evidence in defense of the alleged violation.
- (6) Individual members of the Board of Directors who are named as an offending owner shall recuse himself or herself from deliberating and voting on the alleged violation brought before the Board of Directors. In such instance, a majority vote of the remaining members of the Board of Directors must be obtained in order to take action as described above in Section 4(a)(1-5).

(b) Fines and Assessments. Once the prescribed rules and regulations have been complied with, the Board of Directors in its discretion may levy a fine of One Hundred Dollars (\$100.00).

Only one fine may be assessed for each violation. If the offending Owner, after the prescribed rules of procedure set forth above have been duly exhausted, either fails to pay the assessed fine or correct the defect in a timely fashion, each week that the determined violation or fine remains unresolved, will constitute a new and separate

violation subjecting the offending Owner to a cumulating weekly fine of One Hundred dollars (\$100.00) per week until the violation is cured.

(c) Collection of Fines. All fines duly assessed may be collected in the same manner as provided in Article II of these Amended and Restated Bylaws.

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

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to any terms, provisions, covenants, or conditions of the 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 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. An 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. In such a proceeding, the Association, if successful, shall recover the costs of the proceeding and reasonable attorney fees, as determined by the court. An Owner may maintain an action against any other 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.

Section 8. Gender and Singular References. Whenever any reference is made to one gender, the same includes a reference to any and all genders where the same would be appropriate. Whenever a reference is made to the singular, a reference is also included to the plural where the same would be appropriate.

## ARTICLE XIX

### SEVERABILITY

In the event that any of the terms, provisions or covenants of these Amended and Restated 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 Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Drafted by:

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