

EXHIBIT A

CONDOMINIUM BYLAWS

FIRESIDE CONDOMINIUM

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Section 1. ASSOCIATION OF OWNERS

1.1 Organization . Fireside Condominium is a residential site condominium project located in Long Lake Township, Grand Traverse County, Michigan consisting of 61 Units. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Owners organized as a non-profit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

1.2 Compliance . All present and future Owners mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, and the Articles of Incorporation, Association Bylaws, and other Condominium Documents which pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership . Each Owner of a Unit in the Project, during the period of ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to a Unit.

2.2 Voting Rights . Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned when voting by value. Voting shall be by number, except in those instances where voting is specifically required in the Master Deed or Bylaws to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote . No Owner, other than the Developer, will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. The Developer shall be entitled to vote only those Units to which the Developer still holds title.

2.4 Designation of Voting Representative . The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number of the Unit owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change has occurred in the ownership of the Unit.

2.5 Proxies . Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority . At any meeting of members at which a quorum is present, 49% of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members . The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units of the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall the initial meeting be called later than: (i) 120 days after the conveyance of legal or equitable title to non-developer Owners of 75% of the total number of Units that may be created; or (ii) 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members . After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee . Within one year after the initial conveyance by the Developer of legal or equitable title to an Owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units that may be created, whichever first occurs,

two or more persons shall be selected by the Developer from among the non-developer Owners to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at upon the request of the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition . Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% of the Units that may be created, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50% of the Units that may be created, not less than one-third of the Board of Directors shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the non-developer Owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

3.5 Owner Control . If 75% of the Units which may be created have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Owner, the non-developer Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect the percentage of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of Directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association bylaws.

3.6 Mathematical Calculations . If the calculation of the percentage of members of the Board that the non-developer Owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Owners results in a right of non-developer Owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members . The presence in person or by proxy of 35% of the Owners entitled to vote shall constitute a quorum of members. The written vote of any owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in

person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors . The business, property and affairs of the Association shall be managed by a board of directors (the "**Board of Directors**") to be elected in the manner described in these Bylaws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to such directors selected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held, and on 30 days notice at any time for cause.

4.2 Powers and Duties . The Board shall have all powers and duties necessary for the administration of the affairs of the Association, and may take all actions in support of the administration as are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- (a) Care, upkeep and maintenance of the Common Elements;
- (b) Development of an annual budget, and the determination, levy and collection of assessments required for the operation and affairs of the Condominium;
- (c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;
- (d) Adoption and amendment of rules and regulations, not inconsistent with these Bylaws, governing the use of the Condominium Property;
- (e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purpose;
- (f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;
- (g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners;

(i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(j) Asserting, defending or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, upon written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association; and

(k) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

4.3 Books of Account . The Association shall keep books and records containing a detailed account of the 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 its members. Such accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

4.4 Maintenance, Repair and Replacement . The responsibility for maintenance, repair and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

(a) All maintenance, repair and replacement of the structures and other improvements located within a Unit, or Limited Common Elements which are the responsibility of the Owner of a Unit as set forth in the Master Deed, shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from such repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair and replacement of the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not

to the interior of any residence or garage within a Unit) from time to time during reasonable hours, upon notice to the occupant, for the purpose of maintenance, repair or replacement of any of the Common Elements which are the responsibility of the Association located within or accessible only from a Unit. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units and/or to the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. The fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

4.6 Construction Liens . A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer.

4.7 Managing Agent . The Board may employ a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as managing agent if so appointed; provided, however, that any compensation so paid to the Developer shall be at competitive rates.

4.8 Officers . The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of 67% percent or more of all Owners.

4.9 Indemnification . All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Owners, in the manner and to the extent provided by the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses . The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of, or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

5.2 Determination of Assessments . Assessments will be determined in accordance with the following provisions:

(a) Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver such a copy to each Owner will not affect or in any way diminish the liability of a Owner for any existing or future assessment.

(b) Budget Adjustments. Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding \$5,000 annually; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members, and may not be attached by or subject to specific performance by any creditors of the Association.

(c) Special Assessments. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$5,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of

Directors) will not be levied without the prior approval of 67% or more of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments . All assessments levied against the Unit 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 the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Owners in semi-annual installments, commencing with the acquisition of title to a Unit. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. Payments shall be made in advance, as shall be due and payable on the first day of January and July each year. An Owner's first assessment will be prorated from closing. The Board of Directors may, in its sole discretion, elect to collect the regular assessments on a different basis, such as monthly, quarterly or semi-annually or annually.

5.4 Expenses of Administration . The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, maintenance and utility expenses for General Common Elements, a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments . Each Owner shall be obligated for the payment of all assessments levied upon the Owner's Unit during the time that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of a Unit.

(a) Legal Remedies. In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines in accordance with the Condominium Documents shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a mortgage of record recorded prior to the recording of any notice of lien by the

Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and reasonable attorney fees incurred in their collection.

(b) Sale of Unit. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be deemed to be a lien upon the Unit and shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, however, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs and attorney fees.

(c) Self-Help. The Association may enter upon the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Owner of the Association's intent to do so. An Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

(d) Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of the Developer . The responsibility of the Developer, although a member of the Association, will not be responsible for payment of either general or special assessments levied by the Association during the Development and Sales Period.

(a) Pre-Turnover Expenses. Prior to the Transitional Control Date, it will be the Developer's responsibility to keep the books balanced, and to avoid any continuing deficit in operating expenses. At the time of the Transitional Control Date, the Developer

will be liable for the funding of any existing deficit of the Association which was incurred prior to the date of the initial meeting

(b) Post-Turnover Expenses. After the Transitional Control Date, the Developer shall be responsible for the assessments levied on Units owned by the Developer, subject to the provisions of Section 5.6(c) below.

(c) Exempted Transactions. At no time will the Developer be responsible for the payment of any portion of any assessment which is levied for deferred maintenance, reserves for replacement or capital improvements or additions, or to finance litigation or other claims against the Developer, including any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

Section 6. TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes . Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase was established. Taxes and assessments which become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage . The Association shall be appointed as Attorney-in-Fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Owner Responsibilities. Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit, and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property

located within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation as to any claims against any Owner or the Association for insured losses.

(b) **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves or any improvements located within the Units.

(c) **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees and all others who are responsible for handling funds of the Association.

(d) **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, the Developer and the Association for all damages, costs and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, the Developer or the Association, which rights are waived.

(f) **Premium Expenses.** Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair . If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. Provided, that if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or

rebuilt unless the 80% or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

(b) Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards . Design standards for Units in the Project are set forth in this Section. Design standards promote quality, value and stability, for Unit Owners. The standards in this Section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals . During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications (including vegetation clearing) be made, until plans or specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading and landscaping plan of the area to be affected, shall have been submitted to and approved in writing by Developer, or, if the ARC, as defined in Section 7.3 (a), has been established by the Developer, by the ARC. The Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan, which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, grading or landscaping plans, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony with the Condominium as a whole.

(a) Architectural Review Committee . An Architectural Review Committee (the "ARC") may be established by the Developer, who may also serve as the ARC, and who may exercise full and exclusive authority to review, approve, deny, condition, and enforce compliance with all requirements relating to construction, architectural design, building and material standards, improvements, landscaping, grading, and all other exterior modifications. Following the Development and Sales Period the Board of Directors shall appoint the ARC. The mission of the ARC is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

(b) Architectural Review . No residence, structure or other improvements shall be constructed within a Unit or elsewhere on the Property, nor shall any exterior modification be made to any existing residence, structure or improvement, unless plans and specifications containing such detail as the ARC may reasonably require have first been approved in writing by the ARC. An application for approval must be submitted by the Owner or his agent to the ARC at least 10 days prior to the desired date of commencement of any construction activity of any type on a homesite, and no site work shall be started until approval is complete. The ARC shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such plans and specifications the ARC shall have the right to take into consideration, among other factors, the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.3 Approval of Contractor . All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the ARC.

7.4 Specific Requirements . All approvals required by this Section shall comply with the following requirements:

(a) Construction Materials. Each residence shall be finished with wood, masonry (brick), stone, fiber cement board, high quality vinyl, metal or stucco exteriors. Double four-inch horizontal vinyl siding is not allowed on the front of any home. Roofs must be of shingle construction using cedar, tile, metal or architectural grade asphalt shingles. Driveways may be of asphalt, brick or cement. All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the ARC upon request.

(b) Size and Space Requirements. No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages and basements (whether full basements, daylight basements or walkout basements):

<u>Style of Home</u>	<u>Minimum</u>
One story home	1,450 sq. ft.
One and one-half story home	Main floor – 1,300 sq. ft.
Two story home	1,700 sq. ft. with 1250 sq. ft. of ground coverage

Two story home

Main floor – 1,200 sq. ft.

(c) **Improvements.** Each residence must be equipped with an attached garage of not less than two stalls, and maximum five stalls.

(d) **Satellite Dishes.** Satellite dishes not exceeding 18" in diameter will be permitted on rear elevations of the roof. Placement of satellite dishes at any other location on the Unit will be permitted only with prior approval of the Association or its ARC.

(e) **Lawn Care and Landscaping.**

(1) All landscape plans shall be submitted to the ARC for approval at least 30 days prior to installation. Landscaped portions of the Unit must be completed within 90 days after occupancy of the residence constructed on the Unit, weather permitting. All landscaped areas shall be watered with an underground sprinkling system.

(2) If any Owner does not maintain a landscaped area to the satisfaction of the Association, the Association may require the Owner to hire a professional lawn care service to do the work and the Association, after written warning served on the Owner, may contract to have the work performed at such Owner's expense.

(f) **Pools and Tennis Courts.** Tennis courts and inground swimming pools will be permitted only with prior written approval of the ARC, and may be limited or prohibited if the ARC, in its sole discretion, determines that construction would adversely affect the appearance of the Unit or of the Project. No above ground swimming pools will be permitted.

(g) **Paved Area, Walls, Fences and Hedges.** If a paved area, wall, fence, hedge, screen or other addition is desired, appropriate plans must be submitted to the ARC for approval prior to construction and installation. No fences to enclose or to delineate property lines of individual Units will be permitted. Fences or hedges of an approved design may be used, however, to enclose service areas, patios, swimming pools or other areas requiring privacy. If a wall, fence, hedge, screen, or other addition is desired, appropriate plans must be submitted to the ARC for approval prior to construction.

(h) **Drainage Easements.** Certain Units in the Condominium may be subject to easements for drainage within the Condominium, as shown on the Condominium Subdivision Plan. No grading or construction is permitted within these easements. This prohibition includes swimming pools, sheds, garages, patios, decks or any other permanent structure or any landscaping feature which might interfere with the stormwater drainage system.

(i) **Maintenance of Drainage Easements.** Each Unit Owner is responsible for maintaining any stormwater surface drainage easement across the Owner's Unit. The Owner shall ensure that the installation of fences, plantings, trees and shrubs do not interfere with the flow of surface stormwater drainage in the easement of the Unit. If the Owner fails to perform any needed maintenance of the stormwater drainage easement the Association shall perform the maintenance and assess the Unit Owner under Section 5 of these Bylaws for the cost.

7.5 Codes and Ordinances . In addition to the construction requirements contained in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes of the applicable jurisdictions in effect at the time the building or structure is erected.

7.6 Reserved Developer Rights . The purpose of Section 7 is to assure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Owners in the Project. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project.

7.7 Architectural Review Committee Appointment. Following the Development and Sale Period, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the ARC and the Board of Directors of the Association shall appoint 3 new members to the ARC. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint the 3 members to serve on the ARC.

7.8 Permitted Variance . The ARC may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this Section, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements. Approval of a variance for one unit shall not be deemed to set a precedent for approval of a similar variance to another unit.

7.9 Enforcement.

(a) **Inspection and Stop-Work Authority.** The ARC shall have the right to enter upon any Unit at reasonable times to inspect any improvements under construction for compliance with these Bylaws. If construction is occurring (i) without prior approval, or (ii) contrary to approved plans, the ARC may issue a written stop-work demand and a notice of violation. Upon issuance of a stop-work demand, the Owner and any contractor shall immediately cease all work until written authorization to resume is provided. Failure to comply constitutes a continuing violation subject to fines and enforcement. Within thirty (30) days of the issuance of a notice of violation, the Owner shall either (a) remedy the violation, or (b) submit a plan for correction acceptable to the ARC.

(b) **Enforcement; Remedies.** In addition to all other remedies available at law or equity, if the Owner has not timely taken appropriate remedial action as set forth in subsection (a) above, the ARC shall have the right to:

(1) **Fines.** Levy fines in accordance with the Association's enforcement policies and the Michigan Condominium Act, with each day of noncompliance constituting a separate violation.

(2) **Injunctive Relief.** Commence an action for injunctive or equitable relief to compel compliance or prevent violation without the necessity of proving irreparable harm or posting bond.

(3) **Compelled Removal/Correction.** Require removal, demolition, alteration, or restoration of any improvement constructed or maintained in violation, at the Owner's expense.

(4) **Assessment and Lien Rights.** All costs, fines, enforcement expenses, administrative charges, consultant costs, and reasonable attorney fees incurred in enforcement may be assessed against the violating Unit as a specific assessment collectible in the same manner as assessments under the Condominium Documents, together with lien rights and foreclosure remedies.

(5) **Municipal Cooperation.** The Developer and/or the Association may report violations to applicable governmental authorities, request enforcement, and cooperate in the issuance or withholding of permits or approvals.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use . Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential use. In addition to the foregoing, to qualify as a home occupation, there must be: (i) No sign or display which indicates from the exterior that the residence is being utilized for any purpose other than that of a single family residence; (ii) no goods or commodities sold upon the premises; and (iii) no mechanical or electrical equipment being used, other than personal computers and other office type equipment. No building intended for other business uses, and no apartment house, rooming house, day care facility, foster care residence or other commercial and/or multiple-family dwelling of any kind shall be erected, placed or permitted on any Unit.

8.2 Common Areas . The Common Elements shall be used only by the Owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance and operation of the Common Elements shall not be

obstructed, damaged or unreasonably interfered with by any Owner, and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date which affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions . In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

(a) **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make any changes to the exterior appearance of the building or other improvements located within the perimeters of the Owner's Unit without prior approval of the Developer or the ARC. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

(b) **Unit Rental.** No portion of a Unit may be rented and no transient tenants may be accommodated in any building.

(c) **Nuisances.** No nuisances shall be permitted on the Property nor shall any use or practice be permitted which is a source of annoyance to, or which unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

(d) **Prohibited Uses.** No offensive or unlawful use shall be conducted on the Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which will be in violation of any law.

(e) **Signs.** No signs or other advertising devices (other than one professionally made unlit sign advertising a unit for sale, which is not larger than 4 square feet in size), shall be displayed from any residence or on any Unit which are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

(f) **Personal Property.** No Owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck or balcony of a Unit; provided, that no

such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project.

(g) Firearms and Weapons. No Owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the Owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on the Property.

(h) Pets and Animals.

(1) No exotic, savage or dangerous animal shall be kept on the Property and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

(2) Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold the Association and the Developer harmless for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property.

(i) Recreational Vehicles. No recreational vehicles, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the garage door, or elsewhere on the Property without the written approval of the Association. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(j) Recreational Facilities. No above-ground pools or dog runs will be permitted on any Unit.

(k) Exterior Lighting. No vapor lights, dusk-to-dawn lights or other lights which are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the ARC.

(l) Solar Panels. No solar panel may be installed on any Unit until the type, design, and location of the solar panel has been approved in writing by the ARC.

(m) Use of Common Elements.

(i) The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be

reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadway(s) (except in the event of approved parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas which may be located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Owner either in the Owner's Unit or upon the Common Elements which despoils the appearance of the Condominium.

(n) Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Section has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Project.

(o) Automobiles, Motorhomes and Trucks. The number of automobiles or other vehicles customarily used for transportation purposes which may be kept on a Unit outside a closed garage, or elsewhere on the Condominium Property by those persons residing in any Unit may be limited by Rules and Regulations adopted by the Association; provided that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. Motorhomes shall not be parked on a unit for more than fourteen (14) consecutive days, and shall not be occupied for any purpose other than loading for travel. No commercial vehicles or trucks shall be parked in or about the Condominium at any time except for the making of deliveries or pick-ups in the normal course of business.

8.4 Zoning Compliance . In addition to the restrictions contained in Section 8, the use of any Unit or structure located on the Property must satisfy the requirements of the zoning ordinances of the municipality in which the Project is located in effect at the time of the contemplated use, unless a variance for such use is obtained from any unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct . Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Units and Common Elements, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Owners.

8.6 Enforcement by Developer . The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or

any person to whom it may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.7 Owner Enforcement -. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers or another Owner in the Project.

8.8 Remedies on Breach . In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.9 Reserved Rights of Developer . The restrictions contained in this Section shall not apply to the commercial activities of the Developer during the Development and Sale Period. The Developer shall also have the right to maintain a sales office, advertising display sign, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project.

8.10 Assignment and Succession . Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the Register of Deeds Office for the county in which the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

Section 9. MORTGAGES

9.1 Notice to Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (referenced in this Section as a "Mortgagee" or together as the "Mortgagees"), and the Association will maintain such information. The information relating to Mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to Mortgagees concerning actions requiring consent or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance . The Association shall, upon request, notify a Mortgagee of the name of each company insuring the Condominium Common Elements against fire, perils

covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees . Upon written request to the Association, a Mortgagee will be entitled to: (i) inspect the books and records relating to the Project upon reasonable notice; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

Section 10. TRANSFER OF UNITS

10.1 Unrestricted Transfers . An individual Owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer the Owner's Unit, or any interest in the Unit.

10.2 Notice to Association. Whenever an Owner shall sell, give, devise or otherwise transfer the Owner's Unit, or any interest in the Unit, the Owner shall give written notice to the Association within 5 days after consummating the transfer. Such notice shall be accompanied by documents evidencing the title or interest transferred.

Section 11. ARBITRATION

11.1 Submission to Arbitration . Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

11.2 Disputes Involving the Developer . A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) Purchaser's Option. At the exclusive option of a Purchaser or Owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Unit or the Project.

(b) Association's Option. At the exclusive option of the Association of Owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim

arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

11.3 Preservation of Rights . Election by any Owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in this Section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

Section 12. OTHER PROVISIONS

12.1 Definitions . All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached, or as defined in the Act.

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

12.3 Notices . Notices provided for in the Act, Master Deed or Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided. The Association may designate a different address for notices to it by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

12.4 Amendment . These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Section 9 of the Master Deed.

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

- (a) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
- (b) these Condominium Bylaws;
- (c) the Articles of Incorporation of the Association;

- (d) the Association Bylaws;
- (e) the Rules and Regulations of the Association; and
- (f) the Disclosure Statement.