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Lawrence Kestenbaum, Washtenaw Co

AMENDED AND RESTATED CONSOLIDATED MASTER DEED OF MATTHAEI FARM

(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)

WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 65

This Amended and Restated Consolidated Master Deed is executed on this 18th day of November, 2024, by Matthaei Farm Condominium Association, a Michigan nonprofit corporation (the "Association"). The Association's registered office is c/o 4045 Stone School Road, Ann Arbor, MI 48108, represented by William Dahms, the President of the Association, who is authorized to act on the Association's behalf.

Matthaei Farm was established as a condominium project by the recording of the original Master Deed recorded on November 25, 1985, in Liber 2019, Page 809, as amended by the First Amendment to Master Deed recorded on April 27, 1987, in Liber 2132, Pages 501 through 508, inclusive, as amended by the Second Amendment to Master Deed recorded on June 8, 1990, in Liber 2411, Pages 313 through 324, inclusive, as amended by the Third Amendment to Master Deed recorded on March 11, 1991, in Liber 2477, Pages 462 through 469, inclusive, as amended by the Fourth Amendment to Master Deed recorded November 12, 1992, in Liber 2554, Pages 499 and 500, as amended by the Fifth Amendment to Master Deed recorded May 25, 1995, in Liber 3111, Pages 194 through 205, inclusive, as amended by the Sixth Amendment to Master Deed recorded October 13, 1995, in Liber 3165, Pages 656 through 666, as amended by a Consolidated Master Deed recorded on February 24, 2003, in Liber 4223, Page 310, a First Amendment to Consolidated Master Deed recorded on November 28, 2011, in Liber 4875, Page 633, Washtenaw County Records, known as Washtenaw County Condominium Subdivision Plan No. 65 (together the "Master Deed").

The Association now amends the Consolidated Master Deed and Condominium Bylaws of Matthaei Farm pursuant to MCL 559.190 and MCL 559.190a, Paragraph Thirteenth of the Consolidated Master Deed and Article XV of the Condominium Bylaws. The Consolidated Master Deed for Matthaei Farm, which was recorded in Liber 4223, Page 310, Washtenaw County Records is superseded (except for the Condominium Subdivision Plan).

This Amendment does not enlarge the Common Elements of the existing Condominium Project or alter the existing Percentages of Value in the project.

The Amended and Restated Consolidated Master Deed of Matthaei Farm is effective upon recording.

Time Submitted for Recording
Date 12 | 6 20 24 Time 11:02
Lawrence Kestenbaum AM
Washtenaw County Clerk/Register

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ARTICLE I
TITLE AND NATURE

Section 1. **Condominium Name and Subdivision Plan Number**.

The Condominium is known as Matthaei Farm, Washtenaw County Condominium Subdivision Plan No. 65.

Section 2. **Voting.**

Co-owners have voting rights in Matthaei Farm Condominium Association as set forth in this Amended and Restated Consolidated Master Deed, the Amended and Restated Condominium Bylaws and the Association's Amended and Restated Articles of Incorporation.

ARTICLE II
LEGAL DESCRIPTION

The legal description for the Condominium Project is as follows:

The real property that the Developer has submitted to Matthaei Farm as established by the Consolidated Master Deed is located in the Townships of Ann Arbor and Superior, County of Washtenaw, Michigan, and is more particularly described as follows:

Commencing at the South 1/4 corner, Section 19, T2S, R7E, Superior Township, Washtenaw County, Michigan; thence N02°52'50"W 1713.35 feet along the N-S 1/4 line of said Section 19 and the centerline of Gale Road (66 feet wide) for a Place of Beginning; thence S89°46'40"W 710.95 feet; thence S01°45'10"W 0.72 feet; thence S81°07'41"W 55.81 feet; thence S75°36'50"W 180.65 feet; thence S76°21'01"W 299.34 feet; thence N72°53'26"W 249.59 feet; thence S77°53'03"W 302.95 feet; thence N20°54'36"W 73.08 feet; thence N83°20'34"W 513.13 feet; thence S89°53'10"W 231.55 feet to the starting point of an intermediate traverse line for Fleming Creek; thence continuing S89°53'10"W 98 feet more or less to the water's edge of Fleming Creek; thence Northeasterly along said water's edge to a point which bears S85°53'10"W from the ending point of said intermediate traverse line which bears the following eleven courses from the starting point: N20°36'10"E 279.63 feet, N21°45'40"E 367.55 feet, N44°33'50"E 254.83 feet, N38°06'40"W 74.00 feet, N72°44'40"E 292.18 feet, N40°03'10"E 138.86 feet, N72°34'15"E 90.61 feet, N44°41'15"E 218.01 feet, N28°28'45"E 125.32 feet, N16°27'05"E 196.74 feet and N44°15'10"W 615.41 feet; thence N85°35'10"E from said water's edge of Fleming Creek to the ending point of said intermediate traverse line; thence continuing N85°35'10"E 440.00 feet; thence N19°13'10"E 133.38 feet; thence N10°25'40"E 58.70 feet; thence N00°53'40"E 130.82 feet; thence N88°00'10"E 833.82 feet; thence S02°52'50"E 351.20 feet; thence N88°00'10"E 425.00 feet; thence S02°52'50"E 2011.14 feet along the N-S 1/4 line of said Section 19 and the centerline of Gale Road to the Place of Beginning, being a part of the West 1/2 of Section 19, T2S, R7E, Superior Township, Washtenaw County, Michigan, and the East ½ of Section 24, T2S, R6E, Ann Arbor Township, Washtenaw County, Michigan, Containing 101.85 acres of land, more or less, being subject to the rights of the public over the Easterly 33.00 feet thereof occupied by Gale Road.

ARTICLE III
DEFINITIONS

The terms utilized in this Amended and Restated Consolidated Master Deed and Exhibits "A" and "B" are also utilized in the other Condominium Documents and will have the same meaning. Wherever the terms set forth below are utilized in the Condominium Documents, they will have the following meanings:

A. "Additional Assessment" means the increase in Annual Assessment or other Assessments levied by the Board of Directors pursuant to the Condominium Documents, other than Special Assessments.

B. "Amended and Restated Bylaws" means the attached Exhibit "A", being both the Condominium Bylaws and the Association Bylaws.

C. "Amended and Restated Consolidated Master Deed" or "Amended and Restated Master Deed" means this document, which, when recorded, will reaffirm the establishment of the Condominium, and to which the Amended and Restated Condominium Bylaws, attached as Exhibit "A", and the Condominium Subdivision Plan, attached to the Master Deed as Exhibit "B", as amended, are attached or incorporated by reference as exhibits.

D. "Annual Assessment" means the annual amount of Assessments, calculated by the Board of Directors based upon the Annual Budget.

E. "Articles of Incorporation" means the Articles of Incorporation filed with the Michigan Department of Licensing and Regulatory Affairs on or about October 30, 1985, for Matthaei Farm Condominium Association, as amended.

F. "Assessment" means the share of Common Expenses and other charges levied against the Unit and Co-owner(s) that are payable as determined in accordance with the Amended and Restated Consolidated Master Deed, the Amended and Restated Condominium Bylaws, the Association Bylaws, if any, and the Rules and Regulations, if any. Assessments include Annual Assessments, Additional Assessments and Special Assessments, and the term "other charges" includes:

i. The costs, expenses and charges for repairs and replacements the Association makes that are the Co-owner's obligation or responsibility to make;

ii. Any special charges made by the Association to the Co-owner for special services or facilities rendered to the Unit or Co-owner under MCL 559.169(2);

iii. Any charges for special or extraordinary uses or consumptions attributable to such Unit or Co-owner;

iv. Damages resulting from a failure to comply with the Condominium Documents;

v. Fines;

vi. Interest, late fees, and other administrative charges;

vii. The costs (including court costs and reasonable attorneys' fees) that can be recovered by the Association under any applicable law or the Condominium Documents; and

viii. Any other charges or Assessments permitted by the Condominium Documents to be made against the Co-owner or a Unit occupant.

G. "Association" means Matthaei Farm Condominium Association, a Michigan nonprofit corporation of which all Co-owners are members, which will administer, operate, manage and maintain the Condominium.

H. "Board of Directors" or "Board" means the Board of Directors of the Association.

I. "Common Elements" means both the General Common Elements and Limited Common Elements.

J. "Common Expenses" means those expenses assessed against the Units in proportion to the Percentage of Value or other provisions as may be contained in the Condominium Documents for apportionment of the expenses of administration, operation, management and maintenance of the Condominium, including:

i. All sums the Association assesses against all Units in the Condominium;

ii. Expenses associated with the maintenance, repair, renovation, restoration or replacement of Common Elements, except to the extent such expenses may be allocable to a single Unit or to a group of Units which are less than all the Units in the Condominium; and

iii. Expenses the Association determines from time to time to be Common Expenses.

K. "Condominium", "Condominium Project" or "Project" means Matthaei Farm and includes 1) the Condominium land and the air space above, and all buildings, Improvements, and structures; and 2) easements, rights and appurtenances associated with the Condominium.

L. The "Condominium Act" or "The Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, MCL 559.101, *et seq.*, as amended.

M. "Condominium Documents" means this Amended and Restated Consolidated Master Deed, the Amended and Restated Condominium Bylaws attached as Exhibit "A", the Condominium Subdivision Plan attached to the Master Deed as Exhibit "B", the Association's Articles of Incorporation and the Association's Rules and Regulations, if any.

N. "Condominium Premises" means the land described in Article II.

O. "Condominium Subdivision Plan" or "Plan" means the drawings and information prepared pursuant to MCL 559.166 attached to the Master Deed as Exhibit "B."

P. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination(s) thereof who or which owns one or more Units in the Condominium. The term "Owner" or "owner" is synonymous with the term "Co-owner." Both land contract vendees and vendors are considered a Co-owner and are jointly and severally liable for all obligations of a Co-owner.

Q. "Developer" refers to IDM, Co. A "Successor Developer" as defined by MCL 559.235 is not a Developer.

R. "Electronic Transmission" means any process of communication permitted by the Michigan Nonprofit Corporation Act that 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.

S. "General Common Elements" means the Common Elements other than the Limited Common Elements.

T. "Improvements" means any and all temporary or permanent structures, installations, plantings, placements, displays, signs, alterations, modifications, additions, or other items or changes.

U. "Limited Common Elements" means a portion of the Common Elements reserved in this Amended and Restated Consolidated Master Deed for the exclusive use of less than all the Co-owners.

V. "Master Deed" means that document which was recorded in Liber 2019, Page 809, Washtenaw County Records, which included the original Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B," as amended.

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

X. "Percentage of Value" means the percentage assigned to each Unit in Article VI. Percentages of Value of all Units must total one hundred percent (100%). Percentages of Value are determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Act or in the Condominium Documents.

Y. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof.

Z. "Rules" or "Rules and Regulations" means those rules and regulations adopted by the Board of Directors in accordance with the Condominium Documents and MCL 559.165.

AA. "Special Assessments" means those Assessments which may be levied by the Board of Directors other than Annual Assessments and Additional Assessments as set forth in the Amended and Restated Condominium Bylaws.

BB. "Townships" mean the Townships of Ann Arbor and Superior, Washtenaw County, Michigan.

CC. "Volunteer Director" means a director who does not receive anything of more than nominal value, as determined by the Board in its sole discretion, from the Corporation for serving as a director other than reasonable per diem compensation and reimbursement for actual, reasonable and necessary expenses incurred by the director in their capacity as a director.

DD. "Volunteer Officer" means the duly elected President, Vice-President, Secretary and Treasurer of the Association who does not receive compensation or any other type of consideration for the services other than reimbursement for expenses actually incurred..

EE. "Other Volunteer" means an individual, other than a Volunteer Director or Volunteer Officer, performing services for the Association at the request or appointment of the Board who does not receive compensation or any other type of consideration for the services other than reimbursement for expenses actually incurred.

FF. "Unit" or "Condominium Unit" means a single Unit in Matthaei Farm, as identified on the Condominium Subdivision Plan whether such Unit is complete or incomplete. Units C-1 through C-4, inclusive, E-6, E-7, F-5, F-6, and F-7, are subject to open space easements as described in Exhibit "B" hereto. Septic fields may be installed in the open space easement area. The area of open space easement within each Unit shall also be subject to pedestrian easements for the benefit of the other Co-owners in the project when using the adjacent general common elements.

If there are other terms utilized in the Condominium Documents that are not defined in this Article, then those terms will have the same meanings as provided in the Condominium Act. If reference is made to one gender, then the same includes a reference to any and all genders as appropriate. Similarly, if reference is made to the singular, then the reference includes the plural as appropriate.

ARTICLE IV
COMMON ELEMENTS

Section 1. **Common Elements.**

The Common Elements of the Condominium are described in the Condominium Subdivision Plan and also described as follows:

A. **General Common Elements.**

The General Common Elements are:

(1) **Land**. The land described in page one hereof (other than that portion thereof described in Article VI below and in Exhibit "B" hereto as constituting the condominium Units), including roads, unassigned parking spaces and other improvements not designated as limited common elements and not located within the boundaries of a condominium Unit. Those structures and improvements that now or hereafter are located within the boundaries of a condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium documents, constitute common elements;

(2) **Electrical Wiring**. The electrical wiring network throughout the project up to, but not including, the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit;

(3) **Gas Line Network**. The gas line network throughout the project up to, but not including, the gas meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit;

(4) **Telecommunications Network**. The wiring networks for telephone, cable TV, Internet, etc. throughout the project up to the point of connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit;

(5) **Storm Drainage System**. The storm drainage system throughout the project;

(6) **Easements**. Easements for all of the aforesaid utility systems that are provided by or for the benefit of third parties are hereby dedicated to them for that purpose in the locations as set forth in Exhibit "B" hereto;

(7) **Other**. All other elements of the Condominium not designated in this Article IV as General or Limited Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads), cabling, and equipment described above may be owned by the local public authority or by the company providing the pertinent service. Accordingly, such utility lines, systems and equipment are General Common Elements only to the extent of the Co-owners' interest therein, if any.

B. **Limited Common Elements**.

Limited Common Elements are subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(1) **Well Easement**. The Co-owner of each Unit shall have easement rights in the nature of a limited common element for the installation, maintenance and replacement of a well into such areas of the general common elements adjacent to each Unit as shall be required by the Washtenaw County Department of Environmental and Infrastructure Services.

(2) **Other**. Any other elements of the Condominium not enclosed within a Unit, which are appurtenant to or benefit one or more Units, though less than the entire Condominium, are Limited Common Elements. Notwithstanding the foregoing, there are no other limited common elements designated on Exhibit "B" because there are no currently other limited common elements in the Project.

Section 2. **Responsibility for Unit and Common Elements.**

Subject to the Association's exclusive right to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements as described in Article VI of the Amended and Restated Condominium Bylaws, the responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements are as follows:

A. **Co-owner Responsibilities:**

(1) **Unit and Limited Common Elements**. Except as provided in Section 2(B) below, the primary responsibility for maintenance, decoration, repair and replacement, including all associated costs, of a Unit, including all fixtures, Improvements and personal property, the Limited Common Elements and those General Common Elements described in Section 2(A)(1), are the Unit Co-owner's responsibility, including responsibility for the following:

(a) **Wells, Septic Tanks, and Drain Fields**. The Co-owners individually privately own their respective wells, septic tanks and drain fields and shall be responsible for the maintenance, repair and replacement of their respective wells, septic tanks, and drain fields;

(b) **Open Space Easements**. Co-owners shall keep and maintain their respective portions of the open space easements in a condition similar to that maintained by the Association on adjacent general common elements and shall not make any above ground improvements thereon without the prior written consent of the Association;

(c) **Enclosed Courtyards and Decks.** Co-owners are responsible for maintenance, decoration, repair, and replacement of their Unit's enclosed courtyards and decks; and

(d) All other items not specifically enumerated above but which are located within a Unit.

In addition to the foregoing, the Co-owners are responsible for all decoration, maintenance, repair, or replacement that (i) is expressly assigned to them by any provision of the Condominium Documents, or (ii) is not expressly assigned to the Association by any provision of the Condominium Documents. Notwithstanding the foregoing, none of the Co-owners shall be responsible individually for decoration, maintenance, repair, or replacement of any General Common Elements except as specifically provided in Article VI, Section 5 of the Bylaws.

(2) **Utility Charges.** All individually metered utility services, including electricity, gas, cable and telephone, are the responsibility of the Co-owner of the Unit to which the services are furnished. All commonly metered utilities are the Association's responsibility as an expense of administration.

(3) **Common Exterior Lighting and Appliances.** The cost of electricity for common lighting and common appliances, if any, are the Association's responsibility as an expense of administration.

(4) **Co-owner Improvements.** Co-owner Improvements, even though approved by the Association, are the responsibility of the Co-owner. If the Association requires access to any elements of the Condominium which necessitates the moving or destruction of all or part of any Improvement, then all costs, damages and expenses involved in providing access and restoring the Improvement will be the responsibility of the Co-owner.

(5) **Co-owner Fault.** Any costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner or their family, guests, tenants or invitees are the Co-owner's responsibility. The Association may incur such costs and charge and collect them from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Condominium Bylaws.

(6) **Failure of Co-owner to Perform Maintenance Responsibilities.** If a Co-owner fails to maintain, decorate, repair or replace any items for which they are responsible, then the Association may take whatever action it deems desirable to maintain, decorate, repair or replace such items, at the expense of the Co-owner, in accordance with Article VII, Section 3 of this Amended and Restated Consolidated Master Deed.

B. **Association Responsibilities:**

Except as otherwise expressly provided in the Condominium Documents, the Association will, in the exercise of its business judgment, be responsible for maintenance, repair, and replacement of the following:

(1) **General Common Elements**. The responsibility for and costs of maintenance, decoration, repair and replacement of all General Common Elements (including water quality monitoring wells) —except those General Common Elements assigned to the Co-owners under the various subsections of Section 2(A) above—are the Association's responsibility, in accordance with the provisions of this Article and the Amended and Restated Condominium Bylaws, subject to any provisions of the Condominium Documents to the contrary. The Association shall also have any maintenance responsibilities set forth in Article VII for which the Association is responsible.

The Association is responsible for maintaining, repairing, and replacing the General Common Element tennis courts described on the Subdivision Plan attached as Exhibit "B." The Board of Directors, however, may, in its discretion, discontinue the use of the tennis courts on a temporary or permanent basis or repurpose the tennis courts to complementary alternative uses such as pickleball, racquetball, or volleyball. If the use of the tennis courts is discontinued, then the Board shall take reasonable measures to prevent the tennis courts from becoming an attractive nuisance or otherwise falling into a state of disrepair that detracts from the appearance of the Condominium. In addition, the Board may cause the tennis courts to be removed and the land on which they are located to be restored to either natural landscaping and vegetation or put to a new community use. The expenses associated with removing the tennis courts and installing landscaping to replace the tennis courts shall be considered expenses associated with maintenance, repair, and replacement of the General Common Elements. If, however, the Board determines that the tennis courts are to be replaced with something other than natural landscaping and vegetation, then such proposed use and the expenses associated with creating such a use shall be considered an addition to the General Common Elements and subject to the respective limits on expenditures contained in the Amended and Restated Condominium Bylaws.

(2) **Nature Trails and Roads**. The responsibility for and the costs of maintenance, repair and replacement of all nature trails and roads in the project shall be borne by the Association.

(3) **Unauthorized Repair**. The Association is responsible only for payments to contractors for work authorized by the Board. The Association is not obligated to reimburse Co-owners for repairs contracted for or made by a Co-owner.

C. **Unusual Expenses**. Any other unusual common expenses benefiting less than all the Units or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium or by their licensees or invitees may be specifically assessed against the Unit or Units involved in accordance with MCL 559.169.

D. **Liability of Association.**

(1) The Association will not be liable for any damage, injury or loss to person or property, arising from or related to, any water, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any device, pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain, unless the following are established:

(a) damages arose after written notice was provided to the Association of the water, rain, snow, ice, a specific leak or specific water flow from any portion of the Common Elements or device, pipe, drain, conduit, appliance or equipment for which the Association has a maintenance responsibility; and

(b) the Association failed to exercise due care to correct the water, rain, snow, ice, a specific leak or specific water flow within a reasonable time thereafter.

(2) The Association may, but is not obligated to, take such action as it deems appropriate to address potential security concerns within the Condominium or at an Association activity. No representation or warranty is made that any security measures undertaken by the Association will prevent damage to person or property caused by third parties. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk that criminal acts of third parties may occur on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members or officers for any damage, injury or loss, to person or property, arising from or related to the criminal acts of third parties, a failure to provide adequate security or ineffectiveness of any security measures undertaken by the Association.

(3) The Association may, but is not obligated to, take such action as it deems appropriate to clean and sanitize the Common Elements. No representation or warranty is made that any cleaning or sanitation efforts undertaken by the Association will prevent any damage, injury or loss, to person or property caused by any bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin or virus, including, but not limited to, COVID-19. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that a bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin or virus, including, but not limited to, COVID-19 that may cause bodily injury, sickness or death may be present within or on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members or officers for any damage, injury or loss, to person or property, arising from or related to a bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin or virus, including, but not limited to, COVID-19.

(4) Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that damage, injury or loss, to person or property, arising from

or related to circumstances beyond the Association's reasonable control, including, but not limited to, asbestos, acts of god, acts of terrorism, civil or military disturbances, earthquakes, floods, governmental actions, labor disputes, lead contamination, loss or malfunctions of utilities, nanotechnology, natural disasters, nuclear radiation, riots or wars, may occur. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that such circumstances may occur. Further, each Co-owner, for themselves and their tenants, occupants, invitees and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members or officers unless such damage, injury or loss is covered and paid for by the Association's insurance.

ARTICLE V
USE OF PREMISES

A Co-owner shall not use their Unit or the Common Elements in any manner inconsistent with the Condominium Documents, zoning and other municipal ordinances, state and federal laws and regulations or in any manner which interferes with or impairs the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

ARTICLE VI
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **Unit Description.**

The Condominium consists of 66 Units numbered alpha-numerically:

A-1 through A-6;
B-1 through B-4;
C-1 through C-8;
D-1 through D-10;
E-1 through E-11;
F-1 through F-8;
G-1 through G-6;
H-1 through H-8; and
I-1 through I-5.

Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan as prepared by Atwell-Hicks, Inc., and attached as Exhibit B to the Master Deed. Each Unit shall consist of the land contained within the unit boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. **Calculation of Percentage of Value.**

The percentage of value assigned to each Unit is equal. The determination that percentages of value is equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there were not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit is determinative of each Co-owner's respective share of the Common Elements, each Co-owner's respective proportionate share in the proceeds and expenses of the administration and the value of the Co-owner's vote. The total value of the Project is 100%.

ARTICLE VII
EASEMENTS, RESTRICTIONS AND AGREEMENTS

Section 1. **Easements for Encroachment, Utilities and Support.**

If any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration or replacement of any Improvement or by reason of the settling or shifting of any land or Improvement, then a valid easement for the encroachment will exist, except to the extent limited by MCL 559.140 of the Condominium Act.

There will be easements to, through and over the land, structures, buildings, and Improvements contained within the Condominium for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, drain fields, lighting, heating, power, sewer, water and communications, including telephone and cable television lines.

Section 2. **Association's Right to Grant Easements.**

The Board of Directors may grant easements over or through any portion of any General Common Elements for utility, roadway, construction or safety purposes. The Association has the right to dedicate all streets and all utilities and utility easements located in the Condominium Project to the public.

Section 3. **Association's Easement for Maintenance, Repair and Replacement.**

Except as otherwise expressly provided herein, and in the absence of performance by the respective Co-owners involved, the Association shall be responsible for performing the routine decoration and maintenance of the exteriors, including roofs, of all residential dwellings constructed in the project, all fences enclosing or partially enclosing courtyards and patio areas and any portion of a Unit that consists primarily of grass and that is not enclosed by a fence or is otherwise inaccessible to lawn maintenance equipment and the maintenance, repair and replacement of all individual wells, septic tanks and drain fields, with the individual Co-owner thereof to reimburse the Association for all costs thereof within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article II of the Bylaws. In addition to the foregoing, the Co-owners shall be individually responsible for the costs of maintenance, repair and replacement of all improvements made within each Unit, regardless of the cause of such maintenance, repair and replacement. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior of any such dwelling.

There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and common elements of the project for access to and maintenance of those common elements of the project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit to the extent the repair is necessitated on account of any occurrence with respect to which a Co-owner is required under the Condominium documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatever with respect to such dwellings or improvements or to perform any maintenance or repair thereon other than routine maintenance and repair of a type generally required on an ongoing basis throughout the project.

The wells, septic tanks and drain fields installed for each Unit shall be privately owned by the Co-owners thereof, as is true of all improvements made thereon, and the Association shall have no responsibility to perform maintenance, repair and replacement of improvements made on condominium Units unless the respective Co-owners thereof fail to perform such work themselves.

Section 4. **Telecommunications Agreements.**

The Association may grant easements, licenses and other rights of entry, use and access, and enter into any contract or agreement and, to the extent allowed by law, contract for sharing of any installation or periodic subscriber service fees to provide for telecommunications to the Condominium or any Unit. All sums paid under this Section are receipts of administration and must be paid to the Association.

Section 5. **Emergency and Public Service Vehicle Access Easement.**

The Townships of Ann Arbor and Superior and any emergency service agency or other governmental unit has an easement over all roads and driveways in the Condominium. This easement is for ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, both public and private school transportation and other lawful governmental or private emergency services to the Condominium. The U.S. Postal Service has an easement over the Condominium roads for its vehicles for delivery of mail. The granting of these easements is not to be construed as a dedication of any streets, roads, or driveways to the public.

Section 6. **Other Easements.**

The Condominium is encumbered by other easements, including, but not limited to: (i) easements for sanitary sewers granted to the Townships of Ann Arbor and Superior and the State; (ii) an easement in favor of the Townships of Ann Arbor and Superior; and (iii) the rights of the public and of any governmental unit to any road, street or highway.

ARTICLE VIII
AMENDMENTS

This Amended and Restated Consolidated Master Deed and its Exhibits may be amended as follows:

Section 1. **Co-owner Approval.**

Except as otherwise provided in Section 2 below, the Association may make and record amendments to this Amended and Restated Consolidated Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan which materially alter or change the rights of a Co-owner or mortgagee upon the affirmative vote of two-thirds (2/3) of the Co-owners entitled to vote as of the record date for such vote, which will be the date that the acceptance of votes ends unless otherwise established by the Board.

The Association reserves the right to amend this Amended and Restated Consolidated Master Deed, the Amended and Restated Bylaws or the Condominium Subdivision Plan without the consent of Co-owners or mortgagees in order to correct survey or other errors made in such documents or so long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee as provided by MCL 559.190(1).

Section 2. **Mortgagee Consent.**

If a proposed amendment will materially alter or change the rights of mortgagees as defined in MCL 559.190a(9), then the amendment will require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee will have one vote for each mortgage held. Mortgagee approval will be solicited in accordance with MCL 559.190a.

Section 3. **Modification of Units, Common Elements and Percentage of Value.**

Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value of Units in the Condominium, as described in Article VI, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. Boundaries may be relocated and Units may be consolidated as provided in MCL 559.148. Units may be subdivided in accordance with MCL 559.149.e

Section 4. **Termination, Vacation, Revocation and Abandonment.**

The Condominium may be terminated only in accordance with MCL 559.151. The Condominium may be terminated, vacated, revoked or abandoned with the written consent of eighty percent (80%) of the Co-owners and the vote of sixty-six and two-thirds percent (66 2/3%) of first mortgagees in accordance with MCL 559.190a(9)(a), and as otherwise allowed by law.

Section 5. **Limitation on Co-owner Challenge.**

Any action by a Co-owner that disputes the validity of the Amended and Restated Consolidated Master Deed and Condominium Bylaws must be filed within one (1) year of the date this amendment is recorded with the Register of Deeds or otherwise any such claim is barred.

Section 6. **U.S. Department of Veterans Affairs Provision.**

At least twenty-five (25) days' advance notice to all Co-owners is required for any extraordinary action, as set forth in applicable U.S. Department of Veterans Affairs guidelines. Such notice must (i) state the purpose of the meeting; (ii) contain a summary of any material amendments or extraordinary actions proposed; (iii) contain a copy of the proxy or consent form that can be cast in lieu of attendance at the meeting; and (iv) set forth the required member quorum.

ARTICLE IX
CONFLICTING PROVISIONS

If any provision of this Amended and Restated Consolidated Master Deed or Exhibits "A" or "B" is found to conflict with any provision of the Condominium Act—or if any provision required by the Condominium Act is omitted—then the provisions of the Condominium Act are incorporated by reference and will supersede and cancel any conflicting provision. If any provision of this Amended and Restated Consolidated Master Deed conflicts with any provision of the Amended and Restated Condominium Bylaws, the Condominium Subdivision Plan, the Articles of Incorporation or any Rules and Regulations, then the following order of priority will control:

1. Amended and Restated Consolidated Master Deed
2. Condominium Subdivision Plan
3. Amended and Restated Articles of Incorporation
4. Amended and Restated Condominium Bylaws
5. Rules and Regulations

If any provision of this Amended and Restated Consolidated Master Deed is held in whole or in part to be unenforceable for any reason, then the remainder of that provision and the Amended and Restated Consolidated Master Deed will be severable and remain in effect.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

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

Matthaei Farm Condominium Association

By: William Dahms

Name: William Dahms

Its: President

STATE OF MICHIGAN)

) ss

COUNTY OF Washtenaw)

On this 18 day of November, 2024, the foregoing Amended and Restated Consolidated Master Deed was acknowledged before me by William Dahms, President of Matthaei Farm Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

Notary Public,

Washtenaw County, Michigan

My Commission Expires: Nov 30, 2028

Acting in Washtenaw County, Michigan

MD KAMRUZZAMAN
Notary Public - State of Michigan
County of Washtenaw
My Commission Expires Nov 30, 2028
Acting in the County of Washtenaw

Drafted by and when recorded, return to:

Matthew W. Heron
Hirzel Law, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248)478-1800

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EXHIBIT A

AMENDED AND RESTATED BYLAWS

MATTHAEI FARM

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. **The Association.**

Matthaei Farm, a residential site Condominium located in the Townships of Ann Arbor and Superior, Washtenaw County, Michigan, is administered by an Association of Co-owners, a nonprofit corporation, the Matthaei Farm Condominium Association (the "Association"). The Association is responsible for the management, maintenance, operation and administration of the Condominium, subject to and in accordance with the Amended and Restated Consolidated Master Deed, these Amended and Restated Bylaws, the Amended and Restated Articles of Incorporation, Rules and Regulations of the Association (collectively, the "Condominium Documents") and the laws of the State of Michigan. All Co-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.

Section 2. **Purpose of Amended and Restated Bylaws.**

These Amended and Restated Bylaws are designated as both the Condominium Bylaws, as required by the Condominium Act, MCL 559.101, *et seq.*, and the Corporate Bylaws, as required by the Michigan Nonprofit Corporation Act, MCL 450.2101, *et seq.*

ARTICLE II
ASSESSMENTS

Section 1. **Taxes and Assessments.**

The Association will be assessed as the person in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners and personal property taxes based on that tangible personal property will be treated as expenses of administration. The levying of all property taxes and governmental special assessments will be assessed in accordance with MCL 559.231 of the Condominium Act, as amended.

Section 2. **Expenses and Receipts 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 Condominium are expenses of administration. All sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium are receipts of administration, within the meaning of MCL 559.154(4).

Section 3. **Determination of Assessments.**

A. **Annual Budget and Annual Assessments.**

The Board will establish an annual budget that will project all expenses for the upcoming fiscal year. Any budget adopted must include an allocation to a reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with Subsection D below. Upon adoption of an annual budget by the Board, copies of the budget will be delivered to each Co-owner and the Annual Assessment for the year will be established based upon that budget. The failure to deliver a copy of the budget to each Co-owner, or otherwise send a bill, coupon or invoice for an Assessment will not waive a Co-owner's obligation to pay the Assessment. Failure or delay of the Board to prepare or adopt a budget for any fiscal year, or to send a bill, coupon or invoice for Assessments, will not constitute a waiver or release in any manner of a Co-owner's obligation to pay Assessments. In the absence of any annual budget or adjusted budget, each Co-owner shall pay each Assessment at the rate established for the previous fiscal year until notified of any change in the installment payment, which will not be due until at least ten (10) days after a budget is adopted.

B. **Additional Assessments.**

The Board, in its sole discretion, may levy an Additional Assessment for the following purposes:

(i) to meet deficits incurred or anticipated because current Assessments are insufficient to pay the costs of operation and maintenance;

(ii) to assess any prior Annual, Additional or Special Assessments that, in the Board's judgment, should have been imposed, or to correct mistakes or errors in the determination or imposition of Annual, Additional or Special Assessments, even in circumstances where the Annual, Additional or Special Assessments that should have been imposed or contained the mistakes or errors to be corrected were determined or imposed by a prior Board;

(iii) to provide replacements of existing Common Elements;

(iv) to provide additions to the Common Elements at a total annual cost not to exceed ten (10%) percent of the Association's annual budget from the prior fiscal year;

(v) to purchase a Unit upon foreclosure; or

(vi) for any emergencies, as determined in the Board's sole discretion.

C. **Special Assessments.**

Special Assessments, in addition to those described in Subsection A and B above, may be levied by the Board as follows:

(i) Except to the extent expressly stated otherwise in the Condominium Documents, common expenses associated with the maintenance, repair, or replacement of a Limited Common Element must be specially assessed against the Unit to which that Limited Common Element was assigned at the time the expenses were incurred. If the Limited Common Element involved was assigned to more than 1 Unit, then the expenses will be specially assessed equally against each of the Units to which such Limited Common Element was assigned so that the total of the special assessments equals the total of the expenses, except to the extent that the Condominium Documents provide otherwise.

(ii) Any other unusual common expenses benefiting less than all the Units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project or by their licensees or invitees, must be specially assessed against the Unit or Units involved, including, but not limited to, any sums owed by a Co-owner under the Condominium Documents, any previously unpaid proportionate share of expenses, irrespective of whether such proportionate share of expenses could have been assessed under any prior version of the Condominium Documents or any other contracts entered into between a Co-owner and the Association.

(iii) Special Assessments for providing additions to the Common Elements at a total cost exceeding ten (10%) percent of the Association's annual operating budget from the prior fiscal year. Special Assessments as provided for by this Subsection (iii) may not be levied without the prior approval of a majority of all Co-owners entitled to vote.

The authority to levy Assessments pursuant to Article II, Section 3 (B) and (C) of these Bylaws is solely for the Association's benefit and is not enforceable by any of the Association's creditors.

D. **Reserve Fund.**

The Association shall maintain a reserve fund for major repairs and replacements of Common Elements, which, at a minimum, must be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The Board will annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes.

Section 4. **Apportionment of Assessments.**

Unless otherwise provided in these Amended and Restated Bylaws or in the Amended and Restated Consolidated Master Deed, all Assessments levied against the Units and Co-owners to cover expenses of management, administration and operation of the Condominium must be apportioned equally among the Co-owners in accordance with the Percentage of Value assigned to each Unit in Article VI of the Amended and Restated Consolidated Master Deed.

Section 5. **Payment of Assessments and Penalty for Default.**

Annual Assessments are payable by Co-owners in twelve (12) equal monthly installments, or in such installments as may be provided by the Board in its sole discretion, 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. Additional and Special Assessments are payable as stated in the notice announcing their levy. The Association, as the Board so determines, may establish one or more required or preferred method(s) of payment, such as ACH payments, of Assessments and other charges due the Association. If the Board establishes a preferred method(s) of payment, then it may impose a surcharge or other fee for the use of non-preferred form(s) of payment, such as check, credit card or cash.

The payment of an Assessment will be in default if such Assessment, or any part of the Assessment, is not paid to the Association in full on or before the due date for such payment, which will be the first (1st) day of each calendar month or such other date as may be established by the Board. Assessments in default will bear interest at the highest rate allowed by law or seven (7%) percent per annum, whichever is lower, until paid in full. In addition, all Assessments, or installments, which remain unpaid as of ten (10) days after the due date, based on the postmark date or date of electronic transmission if sent electronically, will incur a uniform late fee to be established by Rule compensate the Association for administrative costs incurred as a result of the delinquency. The Board may revise the uniform late fees by adopting Rules and Regulations without the necessity of amending these Amended and Restated Bylaws. Once there is a delinquency in the payment of any installment of the Annual Assessments, then the remaining unpaid installments of the Annual Assessment for that fiscal year may be automatically accelerated so that such unpaid installments are immediately due and payable. Each Co-owner, whether one or more persons, is personally liable for the payment of all Assessments, including reasonable attorney's fees, costs, fines, late fees and interest levied against their Unit while such Co-owner has an ownership interest in the Unit. Payments on account of installments of Assessments in default will be applied in the following order (from highest priority to least priority):

(i) to costs of collection and enforcement of payment and/or enforcement of the Condominium Documents, including reasonable attorney's fees;

(ii) fines;

(iii) late fees;

(iv) interest; and then

(v) to installments in default in order of their due dates.

A Co-owner transferring a Unit will not be entitled to any refund from the Association with respect to any reserve account or other asset of the Association.

Section 6. **Waiver of Use or Abandonment of Unit.**

No Co-owner is exempt from contributing toward the expenses of management, maintenance, operation or administration by: 1) waiver of the use or enjoyment of any of the Common Elements, 2) abandonment of the Co-owner's Unit, 3) incomplete repair(s), 4) failure of the Association to provide services and/or management to the Condominium or the Co-owner, or 5) for any other reason.

Section 7. **Enforcement.**

A. **Statutory Lien.**

Any sums assessed to a Co-owner that are unpaid, including reasonable attorney's fees, costs, fines, late fees, interest or advances made by the Association for taxes or other liens to protect its lien, constitute a lien upon the Unit or Units owned by the Co-owner at the time of the Assessment before other liens to the extent provided by law. The lien upon each Unit owned by the Co-owner will be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid Assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units. The Association may foreclose the lien by judicial action or by advertisement.

B. **Remedies.**

In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent Assessments by a lawsuit for a money judgment or by foreclosure of the statutory lien that secures payment of Assessments, or both. So long as the default continues, a Co-owner will not be entitled to utilize any of the General Common Elements of the Condominium and will not be entitled to vote at any meeting of the Association. However, this provision will not deprive any Co-owner of ingress or egress to and from their Unit. The Association may also discontinue the furnishing of any services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. In a judicial foreclosure action, a receiver may be appointed to collect reasonable rent for the Unit from the Co-owner or any persons claiming under them, and if the Unit is not occupied by the Co-owner, to lease the Unit and collect and apply the rental as provided in this Article. The Association may also assess fines for late payment or nonpayment of Assessments in accordance with the provisions of Article XVI of these Amended and Restated Bylaws. All remedies are cumulative and not alternative.

C. **Foreclosure of Lien and Foreclosure Proceedings.**

Each Co-owner, and every other person who has any interest in the Condominium, is deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of Assessments, costs and expenses either by judicial action or by advertisement as permitted by Michigan law pertaining to foreclosure of mortgages. Further, each Co-owner and every person who has any interest in the Condominium is deemed to have authorized the Association to sell or cause to be sold the Unit for which Assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association may bid at the foreclosure sale and acquire, hold, lease, mortgage or convey the Unit sold.

D. **Notice of Action.**

The Association may neither commence a judicial foreclosure action nor publish any notice of foreclosure by advertisement until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at their last known address, of a written notice that an Assessment levied against the Unit is delinquent and that the Association may invoke any of its remedies if the default is not cured within ten (10) days after the date of mailing. The written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future Assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The affidavit will be recorded with the Register of Deeds in the County in which the Condominium is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten (10) day period, then the Association may take such remedial action as may be available to it under the Condominium Documents or Michigan law.

E. **Expenses of Collection.**

All expenses incurred in collecting unpaid Assessments or enforcing the Condominium Documents are chargeable to the Co-owner and are secured by the lien on the Co-owner's Unit. Expenses include, but are not limited to:

- i. interest;
- ii. fines;
- iii. late fees;
- iv. costs;
- v. reasonable attorney's fees not limited to statutory fees and including attorney's fees and costs incurred pre-litigation, or incidental to any bankruptcy proceedings filed by the Co-owner, whether delinquent or not, or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and reasonable attorney's fees and costs incurred incidental to any court action or other proceeding filed by the Co-owner; and

vi. advances for taxes or other liens or costs paid by the Association to protect its lien.

In the event of a foreclosure sale by the Association, the Co-owner will be liable for Assessments chargeable to the foreclosed Unit that become due before the expiration of the redemption period.

Section 8. **Liability of Mortgagee.**

The holder of any first mortgage of record covering any Unit in the Condominium, or its successors and assigns, who obtains title to the Unit pursuant to the foreclosure remedies provided in a mortgage will take the property free of any claims for unpaid Assessments or charges against the mortgaged Unit which became due prior to the date of the foreclosure sale. This provision does not apply to past due claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

Section 9. **Unpaid Assessments Due on Sale of Unit.**

Upon the sale or conveyance of a Unit, any unpaid Assessments, including interest, late fees, fines, costs and reasonable attorney's fees against a Unit, will be paid out of the net proceeds of the sale price or by the purchaser in preference over any other Assessments or charges of whatever nature except (a) amounts due to a federal taxing authority, or the State of Michigan or any subdivision of the State of Michigan for taxes or Special Assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid Assessments.

Section 10. **Written Statement of Unpaid Assessments.**

A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid Assessments, interest, late fees, fines, costs and reasonable attorney's fees outstanding against the Unit. The purchaser is neither liable for any unpaid Assessments, interest, late fees, fines, costs and reasonable attorney's fees in excess of the amount set forth in the written statement nor will the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association at least five (5) days before the conveyance is liable for any unpaid Assessments against the Unit, together with interest, late fees, fines, costs and reasonable attorney's fees incurred in connection with the collection of the Assessments. The Association may charge a fee as determined by the Board in its sole discretion for preparation of the statement.

Section 11. **Construction Liens.**

Construction liens attaching to any portion of the Condominium are subject to MCL 559.208, MCL 559.232 and the following limitations:

A. Except as provided below, a construction lien for work performed upon a Unit or upon a Limited Common Element may attach only to the Unit upon which the work was performed or to which the Limited Common Element is appurtenant.

B. A construction lien for work authorized by the Association may attach to each Unit only to the proportionate extent that the Co-owner of the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

C. A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Association.

D. An Association's lien upon a Unit has priority over any construction lien in accordance with MCL 559.208.

ARTICLE III
ALTERNATIVE DISPUTE RESOLUTION

Section 1. **Arbitration.**

Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners or between a Co-owner or Co-owners and the Association will, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, if applicable, be submitted to arbitration under the procedures set forth in the Uniform Arbitration Act. The parties will accept the arbitrator's decision as binding. The Commercial Arbitration Rules of the American Arbitration Association will be applicable to any such arbitration.

Section 2. **Right to Judicial Action.**

In the absence of the election and written consent of the parties pursuant to Section 1 above, a Co-owner or the Association is not precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. **Effect of Election to Arbitrate.**

Election by the parties to submit any dispute, claim or grievance to arbitration will preclude the parties from litigating the dispute, claim or grievance in the courts.

Section 4. **Mediation.**

The Association may, but is not obligated to, take enforcement action when a dispute under the Condominium Documents is solely a dispute between Co-owners involving an alleged nuisance or offensive behavior, not involving damage to the Common Elements and not involving a violation of the Association's architectural or maintenance standards. In any dispute between Co-owners, the Co-owners must first work in good faith with each other to resolve their differences before the complaining Co-owner reports an alleged violation of the Condominium Documents to the Association. A Co-owner's complaint to the Association about another Co-owner must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining Co-owner;

and (d) provide the name, address, phone number(s) and email address(es) of the complaining Co-owner. In instances involving a dispute between two or more Co-owners that has been presented to the Association, the Association may compel the disputing Co-owners to first attempt to mediate the dispute before considering any other action. All compelled mediation will be conducted by qualified outside mediators at the expense of the disputing Co-owners. In all other instances, mediation will be totally voluntary and upon agreement of the disputing parties.

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 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 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 Co-owners and their mortgagees, as their interests may appear, and provision will be made for the issuance of certificates of mortgagee endorsements to the Co-owners' mortgagees.

B. **Responsibilities of Co-owners.**

Each Co-owner shall obtain insurance coverage for the Co-owner's Unit and all appurtenant Limited Common Elements for which the Co-owner is responsible for maintenance, repair or replacement. Each Co-owner is responsible for determining by personal investigation or by consultation with the Co-owner's insurance advisor whether the Co-owner's insurance is adequate in type and amount to recompense the Co-owner for all foreseeable losses and liability risks. If requested by the Association, each Co-owner shall deliver insurance certificates to the Association to evidence the continued existence of all insurance required to be maintained by the Co-owner and the Association may require such insurance certificates at its discretion. If a Co-owner fails to obtain the above described insurance or to provide evidence of insurance coverage to the Association, then the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums will constitute a lien against the Co-owner's Unit and may be collected from the Co-owner and Specially Assessed to their Unit in accordance with Article II above.

C. **Insuring of Common Elements.**

All Common Elements will be insured by the Association or Co-owners, as the case may be, according to the responsibilities assigned in Article IV of the Amended and Restated 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.

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 Co-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 Co-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 Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated 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 Co-owner is assigned responsibility in Article IV of the Amended and Restated Consolidated Master Deed, the Co-owner's policy/carrier will be deemed to be the primary carrier.

In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated 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 Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Amended and Restated Consolidated Master Deed, including Improvements and betterments, the Co-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 Amended and Restated 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 Co-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 Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common Element or any repair or replacement of the same, then the insurance carrier of the Co-owner will have no right of subrogation against the Association or its carrier.

<u>Section 2</u>. **Association as Attorney-in-Fact to Settle Insurance Claims.**

Each Co-owner appoints the Association as the Co-owner's attorney-in-fact to act in connection with all insurance matters relating to the Common Elements of the Condominium and the Board 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 Co-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 Co-owner and the Condominium as necessary or convenient to accomplish the foregoing.

<u>Section 3</u>. **Indemnification.**

Each individual Co-owner will indemnify and hold harmless every other Co-owner and the Association for all damages and costs, including attorney's fees, which such other Co-owners or the Association may suffer as a result of defending any claim arising out of an occurrence for which the individual Co-owner is required to carry coverage pursuant to this Article 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 Co-owner.

Section 4. **Expenditures Affecting the Administration of the Project.**

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 Co-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. 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 IN CASE OF INSURED CASUALTY

Section 1. **Determination of Reconstruction or Repair.**

This Article applies to damage caused by casualty or another insurable event. Any other situations involving maintenance, repair and replacement are governed by the allocation of responsibilities contained in Article IV of the Amended and Restated Consolidated Master Deed. If the damaged property is a Common Element or a Unit, then the property will be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by the affirmative vote of eighty percent (80%) of the Co-owners, in value, that are entitled to vote in the Condominium and the Developer that the Condominium will be terminated, and the Condominium is then terminated in accordance with MCL 559.150 or MCL 559.151, and not less than sixty-six and two-thirds (66 2/3%) percent of the institutional holders of a first mortgage lien on any Unit in the Condominium has voted in favor of such termination in accordance with MCL 559.190a(9)(a). If, at a later date, the Michigan Condominium Act is amended to remove the requirement that the Developer consent to a termination of the Condominium, then such amendment will be deemed to be incorporated into this Section and the Developer's consent will not be required.

Section 2. **Repair and Reconstruction to Condition Existing Prior to Damage.**

Any reconstruction or repair must be substantially in accordance with the Amended and Restated Consolidated Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Condominium Documents are amended in accordance with the Condominium Act, MCL 559.101, et seq.

Section 3. **Co-owner Responsibility for Reconstruction or Repair.**

A. **Definition of Responsibility.**

If the damage is only to personal property, a Unit, part of a Unit or a Common Element which is the responsibility of a Co-owner to maintain, repair or insure, then it will be the responsibility of the Co-owner to promptly repair such damage in accordance with Subsection B below.

B. **Co-owner Responsibility.**

Regardless of the cause or nature of any damage or deterioration, including, but not limited to, instances in which the damage or deterioration is incidental to or caused by:

(i) a Common Element for which the Association is responsible pursuant to Article IV of the Amended and Restated Consolidated Master Deed;

(ii) the maintenance, repair or replacement of any such Common Element;

(iii) the Co-owner's, occupant(s)' or invitee(s)' own actions or any failure of the Co-owner, occupant or invitee to take appropriate preventive action; or

(iv) the malfunction of any appliance, equipment or fixture located within or serving the Unit;

the Co-owner of the Unit will promptly repair or replace the damage to their Unit, personal property or Limited Common Element for which the Co-owner is responsible for maintaining or insuring under the Condominium Documents. If another Co-owner is responsible for the costs of repair or replacement under the Condominium Documents, then the Co-owner making the repair or replacement may seek indemnification from the responsible Co-owner. A Co-owner who desires to make a structural repair or modification to their Unit shall first obtain written consent of the Association.

Each Co-owner is responsible for the cost of repair, reconstruction and maintenance of all items for which the Co-owner is assigned such responsibility under the Condominium Documents. If any damage to the Common Elements is the responsibility of the Association's insurance carrier pursuant to the provisions of Article IV, then the reconstruction or repair of the same will be the responsibility of the Association in accordance with Section 4 of this Article, although the responsibility for costs will be allocated in accordance with the provisions of this Section and Section 4. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner and the carrier of such insurance is responsible for paying a claim pursuant to the provisions of Article IV, Section 1(E), then the Co-owner will be entitled to receive the related proceeds of insurance, only in the absence of Co-owner coverage, but the Co-owner will be responsible for any deductible amount, and if there is a mortgagee endorsement, then the proceeds will be payable to the Co-owner and the mortgagee jointly, to be used solely for the necessary repairs.

Section 4. **Association Responsibility for Reconstruction or Repair.**

Subject to the responsibility of the individual Co-owners as outlined in Section 3 above and other provisions of the Condominium Documents, the Association is responsible for the reconstruction and repair of the General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association will obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs are insufficient, then Assessments will be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property as provided in the Condominium Documents in sufficient amounts to provide funds to pay the estimated or actual costs of repair. The Association is not responsible for incidental damage caused by a General Common Element to any person, personal property, Limited Common Element and/or a Unit, unless such damage is covered by the Association's insurance. If the damage is covered by the Association's insurance, then the Association's liability is limited to the amount of the insurance proceeds that it collects. If the incidental damage also is covered by the Co-owner's insurance, the Association will not be liable for any incidental damage except for payment of the lesser of One Thousand Dollars ($1,000.00) or the amount of the Co-owner's deductible, and the Co-owner's insurance carrier will not have a right of subrogation against the Association. The Association's out-of-pocket liability for incidental damage will not exceed One Thousand ($1,000.00) Dollars per occurrence, irrespective of whether the damage is covered by the Association's insurance.

Section 5. **Timing.**

If damage to Common Elements or a Unit adversely affects the appearance of the Condominium, then the Association or Co-owner responsible for the reconstruction, repair and maintenance will proceed with the replacement or repair of the damaged property without delay.

Section 6. **Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured.**

The cost of repairing damage to any portion of the Condominium Premises which is uninsured or within the limits of any applicable insurance deductible will be paid by the responsible Co-owner whenever the damage is a result of a failure to observe or perform any requirement of the Condominium Documents, or any negligent or intentional action or omission.

Section 7. **Indemnification.**

Each Co-owner shall indemnify and hold harmless the Association and every other Co-owner for all damages and costs, including, without limitation, reasonable attorney's fees, which the Association or such other Co-owner(s) suffer as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or other area for which the Co-owner is assigned the responsibility to maintain, repair and replace. Each Co-owner will carry insurance to secure this indemnity. This Section 7 will not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

Section 8. **Eminent Domain.**

MCL 559.233 of the Condominium Act, to the extent not inconsistent with the following, and the following provisions will control upon any taking by eminent domain:

A. **Common Elements Taken by Eminent Domain.**

If any portion of the Common Elements is taken by eminent domain, then any award will be distributed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board, may negotiate on behalf of all Co-owners for any taking of the Common Elements. Any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners will be binding on all Co-owners.

B. **Taking of a Unit by Eminent Domain.**

If an entire Unit is taken by eminent domain, then the award for such taking will be paid to the Co-owner of such Unit and the mortgagee of the Unit, as their interests may appear. After acceptance of the award by the Co-owner and the mortgagee of the Unit, the Co-owner will be divested of all interest in the Condominium and the undivided interest in the Common Elements appertaining to the Unit will thereafter appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The court will enter a decree reflecting the reallocation of the undivided interest in the Common Elements, as well as for the Unit.

C. **Partial Taking of a Unit.**

If portions of a Unit are taken by eminent domain, then the court will determine the fair market value of the portions of the Unit not taken. The undivided interest of such Unit in the Common Elements will be reduced in proportion to the diminution in the fair market value of such Unit resulting from the taking. The portions of undivided interest in the Common Elements divested from the Co-owner(s) of such Unit will be reallocated among the other Units in the Condominium in proportion to their respective undivided interests in the Common Elements. A Unit partially taken will receive the reallocation in proportion to its undivided interest as reduced by the court under this Subsection. The court will enter a decree reflecting the reallocation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner pursuant to the following Subsection, as well as for that portion of the Unit taken by eminent domain.

D. **Impossibility of Use of Portion of Unit Not Taken by Eminent Domain.**

If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to that Unit will appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit will thereafter be a Common Element. The court will enter an order reflecting the reallocation of undivided interests and the award will include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Unit.

E. **Future Expenses of Administration Appertaining to Units Taken by Eminent Domain.**

Votes in the Association of Co-owners and liability for future expenses of administration previously assigned to a Unit taken or partially taken by eminent domain will be reallocated to the remaining Units, being allocated to them in proportion to their relative voting strength in the Association. A Unit partially taken will receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

F. **Condominium Continuation after the Taking by Eminent Domain.**

If the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium will be re-surveyed and the Amended and Restated Consolidated Master Deed amended accordingly. Any amendment to the Master Deed may be signed by an Officer of the Association authorized by the Board without the necessity of execution or specific approval by any Co-owner, but only with the approval of holders of two-thirds (2/3) of all first mortgage liens on individual Units in the Condominium in accordance with MCL 559.190a.

Section 9. **Rights of First Mortgagees.**

Nothing contained in the Condominium Documents will be construed to give a Co-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 Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

Section 10. **Notification to Mortgagees and Guarantors.**

The Association will give the holder of any first mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

ARTICLE VI
RESTRICTIONS

Section 1. **Use of Unit.**

A. **Residential Use.**

Units must be used for residential purposes only. Timesharing and/or interval ownership is prohibited. No Co-owner may carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, except that Co-owners are allowed to have home offices in their Units, provided the home offices:

(i) do not involve excess pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Condominium;

(ii) do not utilize or involve the regular or full-time presence of any employees within the Unit other than the individual Co-owner(s) and their families;

(iii) do not interfere with the quiet enjoyment or comfort of any other Co-owner or Nonco-owner occupant;

(iv) do not involve additional expense to the Association including, but not limited to, utility charges and insurance;

(v) do not involve the storage of bulk goods for resale;

(vi) do not involve the Unit or any part of the Unit being used as a school or music studio, except in accordance with written approval from the Board of Directors.

(vii) do not violate any other provision or restriction contained in the Condominium Documents; and

(viii) do not violate any ordinances or regulations of the municipality in which the Condominium is located.

B. **Well Water Quality**.

Notification is hereby given to all Co-owners of condominium Units that the iron level and hardness level of well water below Matthaei Farm may be above that which is considered satisfactory from nuisance factor consideration. The observed iron level and hardness level is not above that level which is considered a public health hazard. Chemical analysis of water from the test wells in Matthaei Farm determined a total hardness concentration of 290 mg/1. The maximum recommended secondary standard is 300 mg/l. Fixture discoloration and taste could possibly be observed, and special internal filtration may be desired by individual Unit Co-owners. Hardness may cause scaling, plumbing problems and increased usage of soaps and detergents. 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 landscaping, walks, driveway and house siding when lawns are watered. Chemical analysis of water from test wells in Matthaei Farm determined an iron concentration of 1.2 mg/l. The maximum recommended secondary standard is 0.3 mg/l. Iron may stain laundered goods, impact a bitter or astringent taste to the water, and adversely affect the taste of other beverages and foods made from the water. Prospective Co-owners are advised that it may be necessary to install iron removal equipment to reduce the iron level in the water, as is common in rural areas.

C. **Wells**.

All potable water wells shall be located within each Unit, shall be owned and maintained by the Co-owner thereof, and shall be drilled into a protected aquifer. The wells are to be grouted to the top of the aquifer formation. The Washtenaw County Department of Environmental Services has set the following depth requirements for wells in specific Units:

	Unit	Depth of Protected Aquifer
(i)	All A and B Units	Wells shall be drilled into a protected aquifer and screened at least 50' below ground surface or the approximate elevation of 741 U.S.G.S. datum. The water bearing formations in the test wells were found at elevations ranging between 741 to 761 U.S.G.S. datum.
(ii)	All C Units	Wells shall be drilled prior to issuance of a sewage permit in order to determine depth of protected aquifer.
(iii)	All D Units	Wells shall be drilled into a protected aquifer between 60'-130' below grade.
(iv)	All E Units	Wells shall be drilled into a protected aquifer between 70'-97' below grade.
(v)	All F Units	Wells shall be drilled into a protected aquifer and be at least 125' deep. Wells shall be drilled prior to construction beginning on Units F-5 and F-8 to assure availability of an adequate quantity of water.
(vi)	All G and H Units	Wells shall be drilled into a protected aquifer at least 100' below grade.

D. **Septic Tanks.**

All septic tanks serving Units in the project shall be installed with manhole cover access and should be pumped out at least once every three (3) years by the respective Co-owners, or as often as is recommended by the Co-owner's septic tank service company.

E. **Drain Fields.**

All drain fields serving Units in the project shall be located within each Unit and shall be owned and maintained by the thereof. The Washtenaw County Department of Environmental Services has set the following requirements for specific drain fields and the size of residences served thereby:

	Unit	Requirements
(i)	All A and B Units	The maximum residence size shall be 3 bedrooms and 3 bathrooms, or 4 bedrooms and 2 bathrooms, unless a larger drain field is approved by the Washtenaw County of Environmental Services, or water saving fixtures are used. Any proposed increase in house size which requires a larger drain field area than that which has been approved must be accompanied by the prevailing application fees for a health permit.
(ii)	Unit C-8	The residence size is limited to 4 bedrooms and 2 bathrooms, unless it can be shown that there is a sufficient area of suitable soil which meets the requirements for a larger drain field and expansion area with 10' of separation between the initial drain field and expansion drain field area.
(iii)	Units E-1, E-5, and E-7	The residence sizes are limited to 3 bedrooms and 1-1/2 bathrooms, due to the limited area presently set aside for drain field construction. Larger residences will require re-evaluation of the drain field area.
(iv)	Units F-3, F-4, F-5, and F-6	The residence sizes are limited to 3 bedrooms and 1-1/2 bathrooms, due to the limited area presently set aside for drain field construction. Larger residences will require re-evaluation of the drain field area.

(v) Units D-1, E-5, E-7 to E-11, F-5 to F-7, and H-1, H-5, and H-8 — Pumping of waste water to the drain field area may be required and this is to be designed for each unit by a professional engineer.

F. **Well and Drain Field Access Easements.**

Units A-5, B-l, B-2, B-3, B-4, C-l, C-2, C-3, and C-4, are granted access easements over the common area in the bottom of the valley enclosed by the A Units to the east and south, the B Units to the north, and the C Units to the west (see Exhibit "B") for the repair and maintenance of their respective wells and drain fields. Access is to be over the most direct route available while avoiding vegetation, trees, etc., and is to be restored to its original condition. Approval of the route must be obtained from Matthaei Farm Condominium Association prior to use.

G. **Underground Utilities.**

All underground utilities of any and all sort are prohibited from being located in the drain field areas for both the initial and expansion fields.

H. **Ground Water Discharge Permit.**

On July 5, 1985, the Michigan Water Resources Commission issued Ground Water Discharge Permit No. M 00694 for Matthaei Farm authorizing the discharge of up to 21,600 gallons per day of treated sanitary waste water from the project into the ground from septic tank and tile field systems owned and operated by the individual Co-owners. On July 19, 1990, the Water Resources Commission issued Termination Order No. GWT-0287 and a ground water discharge permit is no longer required for Matthaei Farm. Several ground water monitoring wells are located in Matthaei Farm and these may not be removed without the prior written approval of the Matthaei Farm Condominium Association.

I. **West Pond Level.**

The water level of West Pond adjacent to Unit H-5 shall be controlled at an elevation no higher than 781.2 feet U.S.G.S. Datum in order to prevent flooding of the well pit for the community building adjacent to it in the general common area at the northwest corner of the project.

J. **Washtenaw County Department of Environmental and Infrastructure Services.**

Sub-paragraphs C, D, F, G, H, and J may not be amended without the advance written approval of the Washtenaw County Department of Environmental and Infrastructure Services.

K. **Access Easements.**

Some Units are subject to ingress and egress access easements benefitting adjacent Units as is shown on Exhibit "B" hereto. The owners of the Units subject to such easements shall not install any landscaping or structures within said easements that would interfere with the passage of pedestrians or motor vehicles through them. The Unit owners passing over said easements shall do so with such care as not to damage the easement area. Maintenance of said access easements shall be performed by the Association pursuant to section (3)(a) of Paragraph FOURTH of the Consolidated Master Deed or such other equivalent provision contained in any amendment to the Consolidated Master Deed.

Section 2. **Leasing and Rental of Units.**

A. **Right to Lease.**

Co-owners leasing their Units prior to the effective date of the Amended and Restated Consolidated Master Deed may continue leasing their Units so long as the provisions of the Condominium Documents are followed and an approved lease form is on file with the Association prior to the effective date of the Amended and Restated Consolidated Master Deed. No Co-owner may lease or sublease any Unit within the Condominium without the Association's written approval after the effective date of the Amended and Restated Consolidated Master Deed. The Association's approval will not be given if the leasing of a Unit would result in any one person or entity, their affiliates or commonly owned entities leasing more than one (1) Unit at any given time. The Association's approval will not be given if the leasing of such Unit would cause the number of leased Units in the Condominium to exceed ten (10%) percent of the total number of Units in the Condominium. If a leased Unit is transferred or is no longer being leased or held out for lease, then all rights to lease that Unit will terminate and no further leasing of the Unit will take place without full compliance with this Section. No Co-owner will lease less than the entire Unit in the Condominium, and all leases must:

(i) be for an initial term of not less than one (1) year;

(ii) require the lessee to comply with the Condominium Documents;

(iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease; and

(iv) provide that the Board has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days' prior written notice to the Co-owner in the event of a default by the tenant in the performance of the lease, including for violation of any provisions of the Condominium Documents.

For purposes of these Condominium Bylaws, "lease" means: (i) any occupancy agreement, whether or not in writing or for rent or other consideration, where the Unit is not occupied by the Co-owner, or an immediate family member of the Co-owner; and (ii) any form of occupancy agreement or arrangement under which the Co-owner of a Unit permits another Person to occupy all or less than all of a Unit. The term "lease" includes, but is not limited to, an oral or written lease, an oral or written license or an occupancy or possessory arrangement. facilitated by AirBnb, Booking.com, Expedia, FlipKey, HomeAway, Homestay, Hotels.com, House Trip, Priceline.com, Roomorama, Tripping.com, Trivago, VRBO and VayStays or any other similar format, website or online platform. The listing or advertisement of a Unit on one of the formats, websites or online platforms referenced in the preceding sentence is prohibited if the occupancy arrangement resulting from such listing or advertisement would be a violation of these Condominium Bylaws.

B. **Corporate Ownership.**

Any Co-owner whose Unit is owned by a corporation, partnership, trustee or other entity must designate in writing one person or family that is entitled to occupy the Unit. The designated person or family must be an employee of or have an ownership or legal interest, e.g., being a named beneficiary of the trust, in the entity owning the Unit. In addition, the designated person or family must occupy the Unit for the minimum lease term set forth in Subsection 2(A)(i), above. Only the designated person or family, its caregivers, co-habitants and guests may use the Unit, otherwise the occupancy arrangement will be considered a "lease." If a Co-owner owns more than one (1) Unit, then the occupancy arrangement for any Unit not occupied by the designated person or family will be considered a "lease." The Board further may deny occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Co-owner of such Unit is intending to or seeking to circumvent the meaning or intent of this Article VI, Section 2(B). The Association may enforce this Paragraph by injunctive relief, including a mandatory injunction requiring the sale of a Unit.

C. **Exception to Ten (10%) Percent Leasing Limitation.**

Notwithstanding anything to the contrary in this Section, the Association recognizes there may arise circumstances beyond a Co-owner's control that may justify an exception to allow the temporary leasing of a single Unit, regardless of the ten (10%) percent rental limitation. If extenuating circumstances exist, then a Co-owner may apply to the Board for permission to lease their Unit, providing a written explanation of the extenuating circumstances. If the following circumstances exist, and so long as leasing of the Unit will not result in that Co-owner or any related person or entity leasing more than one (1) Unit, then in the Board's sole discretion, the Association may allow a Co-owner to lease their Unit even though ten (10%) percent or more of the Units may already be leased:

(i) A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;

(ii) A Co-owner must relocate for medical purposes (treatment, rehabilitation or recuperation) for a period likely to exceed six (6) months;

(iii) A Co-owner must relocate for employment purposes for a period likely to exceed six (6) months;

(iv) A Co-owner or the estate of a Co-owner must rent a Unit due to an inability to sell the same without incurring a financial loss as a result of mortgage liens recorded against the Unit exceeding the fair market value of the Unit;

(v) The Unit to be leased is encumbered by a mortgage guaranteed by the Department of Veterans Affairs (in such case the Board must approve the request); or

(vi) Any other extenuating situation approved by the Board.

D. **Procedures for Leasing.**

The leasing of Units must conform to the following provisions:

(i) A Co-owner desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and supply the Association with a copy of the exact lease form to review to ensure compliance with the Condominium Documents. The Association may approve or disapprove any such proposed lease transaction in accordance with the provisions of this Section. The Association may also require the use of a standard lease form. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupant(s), along with the amount and due dates of any rental or compensation payable to the Co-owner and the term of the proposed arrangement. Co-owners who do not live in the Unit they own shall keep the Association informed of their current correct address, phone number(s) and an emergency phone number.

(ii) The terms of all leases, occupancy agreements and occupancy arrangements must incorporate, or be deemed to incorporate, all the provisions of the Condominium Documents and all tenants and Nonco-owner occupants shall comply with all of the conditions of the Condominium Documents, and all leases, rental agreements and occupancy agreements must so state.

E. **Tenant Failure to Comply with Condominium Documents.**

If the Association determines the tenant or Nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, then, in addition to any other remedy allowed by law, the Association may take the following actions:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or Nonco-owner occupant.

(ii) The Co-owner has fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or Nonco-owner occupant or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes the alleged breach is not cured or may be repeated, then it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or Nonco-owner occupant for breach of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant or Nonco-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or Nonco-owner occupant in connection with the Unit.

F. **Notice of Co-owner Arrearage to Tenant.**

If a Co-owner is in arrears to the Association for Assessments, then the Association may give written notice of the arrearage to a tenant or Nonco-owner occupant occupying the Co-owner's Unit. After receiving the notice, the tenant or Nonco-owner occupant shall deduct from rental payments due the Co-owner the arrearage and future Assessments as they fall due and pay them to the Association. The deductions will not be a breach of the rental agreement or lease by the tenant or Nonco-owner occupant. If the tenant or Nonco-owner occupant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may (1) prohibit the tenant or Nonco-owner occupant from utilizing any of the General Common Elements of the Condominium, (2) issue a statutory Notice to Quit for non-payment of rent and enforce that notice by summary proceedings and/or (3) initiate proceedings pursuant to MCL 559.212(4)(b).

G. **Partial Exemption for FNMA, FHA, Institutional Lenders and Association.**

When in possession of a Unit following a foreclosure, or after acquisition of title by deed in lieu of foreclosure, Fannie Mae, the Federal Housing Administration, any institutional holder of a first mortgage upon a Unit and the Association will not be subject to the limitations in this Section with respect to the following:

(i) the number of Units that may be leased at any time;
(ii) the minimum lease term; and
(iii) any requirement concerning the form and content of any lease, or as to the Association's prior review and approval of any lease.

The exemption contained in this Sub-section does not apply to such person's or entity's successor, transferee, assignee or designee.

H. **Lease Administrative Fees and Service Charges.**

The Association may charge such reasonable administrative fees for reviewing, approving and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any administrative fees will be assessed to and collected from the leasing Co-owner in the same manner as the collection of Assessments under Article II above. This provision shall also apply to occupancy agreements.

If the Association, through a Board member, contractor or management agent, is asked to provide emergency service to a tenant or Nonco-owner occupant due to the unavailability of the Landlord or Co-owner of the Unit, then a reasonable administrative fee, as established by the Board in its discretion, will be levied to the Co-owner's account. Any Co-owner may file with the Association a written request not to respond to such requests by a tenant or Nonco-owner occupant of that Co-owner's Unit and in such cases the Association will not respond. The Association will have no liability for not responding and will be indemnified and held harmless by the Co-owner for any damages or liability resulting from the Association's failure to respond.

Section 3. **Architectural Control - Alterations and Modifications.**

The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development

A. **General.**

1. Written Approval Required.

No Co-owner may construct a new structure or make any Improvement, alterations in exterior appearance or structural modifications to any Unit, or make changes in the appearance or use of any of the Common Elements, Limited or General, without the Board's express written approval. Each Co-owner must comply with all requirements set forth in these Amended and Restated Bylaws and with Rules and Regulations approved by the Board. The Board of Directors may, without having to amend these Bylaws, amend and modify one or more of the MFCA Design Guidelines in accordance with its authority to adopt reasonable Rules and Regulations under Section 12 of this Article VI updating the revision date of the revised Guideline.

2. Plans and Specifications Required.

Plans and specifications must be submitted to and approved by the Board prior to the commencement of construction, maintenance, alteration, or addition to any structure or Improvement for which the Association's approval is required.

The Association has the right to refuse to approve any plans or specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon plans, specifications, grading or landscaping 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 and exterior colors which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The Board further has the sole power and discretion to determine what is acceptable and what is objectionable and not permitted, based on the Board's interpretation and determination of the overall aesthetics of the community.

3. Written Modification Agreement.

If any application for changes is approved by the Board, then such approval will be subject to a written instrument executed by the Co-owner and Association acknowledging that installation, maintenance and insuring of all the Improvements are to be at the Co-owner's sole expense. The written instrument must also state that any injury to the Common Elements will be repaired promptly by the Co-owner at their sole expense and that the Improvements will be completed by a date to be determined and established by the Board.

4. Failure to Maintain and Repairs by the Association.

If a Co-owner fails to maintain and/or repair any modification or Improvement to the Association's satisfaction, then the Association may undertake to maintain and/or repair the same and assess the Co-owner the costs and collect the same from the Co-owner in the same manner as provided for the collection of Assessments in Article II above. The Association may require the Co-owner to maintain insurance on any modifications or Improvements. A Co-owner must not in any way restrict access to any plumbing, water line, water line valves, water meter, sump pump, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, then the Association may remove any coverings or attachments of any nature that restrict such access and will not be responsible for repairing, replacing or reinstalling any materials, regardless of whether the installation has been approved, that are damaged in the course of gaining such access. The Association is not responsible for monetary damages arising out of actions taken to gain necessary access.

5. Indemnification by Co-owner.

The Co-owner, including any successor Co-owner of the same Unit, who installs, places or uses any given Improvement or modification indemnifies, waives, releases and holds the Association, including its agents, officers, directors, contractors and employees, harmless from any and all claims of damage or destruction to such Improvement or modification of whatever cause or reason, except as a result of the intentional act of the Association not in accordance with the Condominium Documents.

B. **Satellite Dishes and Antenna.**

A Co-owner or a tenant otherwise in compliance with the Condominium Documents may install and maintain in a Unit an antenna and/or a mast that supports an antenna. The antenna and/or 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").

If an antennae or dish installation may not proceed as a matter of right under the FCC Rules and orders, then a Co-owner must request approval from the Association before an antenna may be installed. Antenna installation on a General Common Element is prohibited, except in strict conformance with the limitations and requirements of any Rules and Regulations regarding the permissible or preferred location(s) for antenna installations as may be promulgated by the Board in its sole discretion, or unless approved in writing by the Board in its sole discretion.

C. **Modifications or Improvements to Accommodate the Disabled.**

A Co-owner may make Improvements or modifications to the Co-owner's Unit, including Common Elements and the route from the public way to the door of the Co-owner's Unit, at the Co-owner's expense, if the purpose of the Improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the Unit or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the Unit. Such Improvements or modifications are subject to the following provisions:

(1) Before an Improvement or modification allowed by this Subsection is made, the Co-owner shall submit plans and specification for such alteration to the Association for approval. If the proposed alteration substantially conforms to the requirements of this Subsection, then the Association will not deny the same without good cause. A denial must be in writing, delivered to the Co-owner, listing the changes needed for the proposed alteration to conform. Any requests for approval by the Association under this Subsection must be acted upon not later than sixty (60) days after the required plans and specifications are submitted. Failure of the Association to approve or deny a request within the sixty (60) day period will entitle the Co-owner to undertake the alteration without the Association's approval.

(2) The Improvement or modification must not impair the structural integrity of a structure, lessen the support of a portion of the Condominium or unreasonably prevent passage by other residents of the Condominium upon the Common Elements.

(3) The Co-owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the Improvement or modification and such Improvement or modification must comply with all applicable state and local building requirements and health and safety laws and ordinances and must be made as closely as possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(4) Responsibility for the cost of any maintenance, repair or replacement of an exterior alteration allowed by this Section will be in accordance with the provisions of MCL 559.147a of the Condominium Act.

(5) A Co-owner having made an Improvement or modification allowed by this Subsection shall notify the Association in writing of the Co-owner's intention to convey any interest in or lease their Unit to another, not less than thirty (30) days before the effective date of the conveyance of lease. Not more than thirty (30) days after receiving such a notice, the Association may require the Co-owner to remove the Improvement or modification and restore the premises at the Co-owner's expense. In the absence of the required notice of conveyance or lease, the Association may at any time remove or require the Co-owner to remove the Improvement or modification at the Co-owner's expense; however, the Association may not remove or require the removal of an Improvement or modification if the

Co-owner intends to resume residing in the Unit within 12 months or a Co-owner conveys or leases the Unit to a person with disabilities who needs the same type of Improvement or modification or who has a person residing with him or her who requires the same type of Improvement or modification. As used in this Section, "person with disabilities" means that term as defined in MCL 125.1502a of the Stille-Derossett-Hale Single State Construction Code Act.

Section 4. **Landscaping.**

No Co-owner shall construct fences, perform any major landscaping, remove any trees, plant any invasive species, or place any ornamental materials upon his Unit or the common elements without the prior written approval of the Association. Applications of fertilizers, herbicides, and insecticides shall be limited to those that are necessary, have been shown to pose no health risks to human beings, and have minimal impact on the overall environment, including potential contamination of streams, ponds, and groundwater. Pursuant to requirements imposed by the applicable governmental authorities, no landscaping is allowed along the rear of the Units bordering Fleming Creek or that portion lying within the flood plain, and no spraying of insecticides or use of fertilizer shall occur within the flood plain.

All landscaping must comply with the Rules and Regulations approved by the Board of Directors. The Association has the right to refuse to approve any landscape plans that are not suitable or desirable in its opinion for aesthetic or any other reasons,

Section 5. **Co-owner Maintenance of Unit and Limited Common Elements.**

Each Co-owner shall maintain their Unit and any appurtenant Limited Common Elements for which they have maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements.

If the Association files a claim under primary insurance carried by the Association for such damages and costs and the damages and costs are covered by such primary insurance, then the liability of the Co-owner will be limited to the amount of any non-covered damages and costs and the amount of the deductible. The Board has the sole and exclusive right and authority to file, authorize the filing of and adjust any and all claims for damage or destruction that are or may be covered by the Association's insurance policy regardless of the Person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Condominium Documents and in the Association's best interests. A mortgagee having an interest in any loss, however, may participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Premises under the Association's insurance policy will not give rise to any claim against the Association, the Board or its managing agent.

Each Co-owner shall indemnify the Association and all other Co-owners against damages and costs arising out of this Section, including reasonable attorney's fees, and any such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II above.

Section 6. **Activities and Conduct upon the Condominium Premises.**

No illegal or offensive activity may be carried on in any Units or on the Common Elements, Limited or General, nor may anything be done which may be or become an annoyance or a nuisance to the Co-owners. No unreasonably noisy activity may be carried upon the Common Elements or in any Unit nor will speeding or other vehicular infractions be permitted which violate any Rules and Regulations, municipal ordinance or state law. Any use or activity that is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units in the Condominium is prohibited. The Board will be the final arbiter of whether a use or activity is in violation of the foregoing restrictions. No Co-owner may do or permit anything to be done or keep or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the Association's written approval and each Co-owner shall pay the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 7. **Aesthetics, Storage, Trash and Use of Common Elements.**

The Common Elements, Limited or General, may not be used for storage of supplies, materials, personal property, trash, compost, recycling or refuse of any kind, except as provided in the Amended and Restated Consolidated Master Deed, Rules and Regulations or as approved by the Board. The Common Elements may not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity may be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, that is detrimental to the appearance of the Condominium.

No unsightly condition shall be maintained on any patio, porch or deck, only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use. All rubbish, trash, garbage, recycling and other waste must be regularly removed from each Unit

Section 8. **Obstruction of Common Elements.**

The Common Elements, including, without limitation, sidewalks, landscaped areas, driveways, roads, entry ways, porches and patios may not be obstructed in any way nor may they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches, toys, baby carriages, obstructions or other personal property may be left unattended on the Common Elements.

Section 9. **Association's Rights of Access to Units and Limited Common Elements.**

The Association or its authorized agents may access each Unit and any appurtenant Limited Common Element during reasonable working hours, upon notice to the Co-owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The

Association or its agents may access each Unit and any appurtenant Limited Common Element at all times without notice to make emergency repairs or to prevent damage to the Common Elements or to another Unit.

Section 10. **Animals and Pets upon the Condominium Premises.**

Subject to the provisions of this Section 10, Co-owners shall be entitled to keep pets of a domestic nature within their Units. Whether an animal is a domestic animal is within the sole discretion of the Board of Directors. The maintenance of pets shall comply with this Section 10 and any applicable Rules and Regulations adopted by the Association.

Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animals may be kept or bred for any commercial purpose. No pets may be permitted to be housed outside of a Unit or be allowed to be loose upon the Common Elements. All animals must be leashed when outdoors with the leash being held and controlled at all times by a person capable of controlling the animal. Each Co-owner and Nonco-owner occupant is responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner or Nonco-owner occupant. Except for the customary use of bird-feeders, if permitted, Co-owners shall not feed wild animals on the Condominium Premises. No savage or dangerous animal of any type may be kept and any Co-owner who causes any such animal to be brought, maintained or kept on the Condominium Premises for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorney's fees and costs, which the Association may sustain as a result of the presence of such animal on the Condominium Premises. The Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II above. No animal that creates unreasonable noise and can be heard on any frequent or continuing basis may be kept in any Unit or on the Common Elements. The Association may charge Co-owners maintaining animals a reasonable Additional Assessment to be collected in the manner provided in Article II of these Amended and Restated Bylaws if the Association determines such Assessment is necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. All animals kept in accordance with this Section will be licensed by the municipal agency having jurisdiction and proof of the animal's shots will be provided to the Association upon request.

The Board retains authority to approve the maintenance of animals that would otherwise violate this Subsection to the extent such approval is a reasonable accommodation under applicable state and federal laws protecting persons with disabilities.

Section 11. **Vehicles upon the Condominium Premises.**

The Board may adopt Rules and Regulations regarding the parking, storage and use of vehicles on the Condominium Premises, including limiting the presence of trailers, recreational vehicles, and commercial vehicles to times and locations approved by the Board. No vehicles prohibited by the Rules and Regulations may be parked, stored or used on the Condominium Premises.

A. **Temporary Presence.**

The Board has discretion to issue Rules and Regulations that provide for the temporary presence of recreational/leisure vehicles upon the Condominium Premises for proper purposes, such as loading and unloading of such vehicles. The Association is not responsible for any damages, costs or other liability arising from any failure to approve the parking of such vehicles or to designate an area for such purposes.

B. **Commercial Vehicles.**

Except as may be provided above, commercial vehicles and trucks may not be parked in or about the Condominium unless parked in an area specifically designated by the Association or while providing services or making deliveries or pickups on the normal course of business. For purposes of this Section, commercial vehicles include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 23 feet, with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not intended for personal transportation or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks used for primary transportation and no commercial purpose whatsoever will not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle. The Association is not responsible for any damages, costs or other liability arising from any failure to approve the parking of such vehicles or to designate an area for such purposes.

C. **Nonoperational Vehicles; Vehicles with Expired License Plates.**

Nonoperational vehicles or vehicles with expired license plates may not be parked on the Condominium Premises without the Board's written permission.

D. **Parking Restrictions.**

Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time or with prior written approval of the Board of Directors. No parking of any vehicles whatsoever is allowed in designated fire lanes or in violation of any Rules and Regulations.

<u>Section 12</u>. **Rules and Regulations Consistent with the Condominium Act.**

Rules and Regulations consistent with the Condominium Act, the Amended and Restated Consolidated Master Deed and these Amended and Restated Bylaws concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium Premises may be made and amended by the Board. Copies of all such Rules and Regulations, including any amendments, will be furnished to all Co-owners and become effective as stated in said rule or regulation. Any such Rules and Regulations or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners entitled to vote.

Section 13. **Prohibition of Dangerous Items upon the Condominium Premises.**

No Co-owner, occupant, or guest may use or permit the use or discharge of any firearms, fireworks, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, nor may any Co-owner or Nonco-owner occupant use or permit to be brought into the buildings in the Condominium any unusually volatile liquids or materials deemed to be extra hazardous to life, limb or property, without in each case obtaining the written consent of the Board.

Section 14. **Signs, Flags and Holiday Decorations upon the Condominium Premises.**

Signs. No signs, notices, or advertisements including "For Sale" signs, may be displayed that are visible from the exterior of a Unit without the Board's written permission.

Holiday Decorations. Holiday decorations must comply with the Association's Rules and Regulations.

The Board may implement Rules and Regulations regarding reasonable time, place and manner restrictions relating to signs and holiday decorations. This Section does not prohibit a flag of the United States of America no larger than 3' x 5' permitted by the Freedom to Display the American Flag Act of 2005, 4 U.S.C. § 5 or MCL 559.156a.

Section 15. **Security Devices on Windows.**

Co-owners shall not install any bars or other similar visible security protection devices on the interior or exterior of any window or door.

Section 16. **Smart Phones, Cameras, Audio Recording Devices and Video Recording Devices.**

In order to foster the free exchange of ideas and promote frank discussions at meetings of the Co-owners and meetings of the Board, the usage of recording devices on smart phones, cameras, audio recording devices or other video recording devices is prohibited unless specifically authorized by a resolution of the Board at such a meeting. Any person(s) found to violate this provision shall immediately delete or remove any such recording(s) and cause any copies of such recording to be deleted or removed and the Board may issue a fine(s) in accordance with Article XVI below. The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may make such changes regarding the use of smart phones, cameras, audio recording devices and video recording devices through its Rules and Regulations.

Section 17. **Exterior Cameras and Recording Devices.**

The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may make changes regarding the installation and use of exterior cameras and recording devices through Rules and Regulations.

Section 18. **Social Media and Webpage Use.**

The Association, through its Board, may create or utilize various social media accounts, hotlines or webpages to promote, advertise or inform the general public or the Co-owners regarding the Condominium. The Board may regulate the information provided and shared to the general public or Co-owners.

Except as authorized by the Board in writing, no Co-owner or Nonco-owner occupant may use the name of Matthaei Farm Condominium Association, or any derivative thereof, in any website domain name, web address, URL or social media address, including Facebook. No Co-owner or Nonco-owner occupant may use the name Matthaei Farm Condominium Association, or any derivative thereof, in any printed, electronic or promotional material without the Board's prior written consent. Co-owners and Nonco-owner occupants, however, may use the name Matthaei Farm Condominium Association in printed, electronic and promotional material where such words are used solely to specify where their respective Unit is located within Matthaei Farm.

Section 19. **Conveyance of Unit.**

A Co-owner intending to make a sale or lease of a Unit, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office.

Any Co-owner who acquires a Unit from a Co-owner then in violation of the Condominium Documents will also be in violation of the Condominium Documents to the same extent as the Co-owner from whom the Unit was acquired, to the extent such liability is permitted by the Condominium Act.

Section 20. **Association Approvals Revocable.**

All Association approvals given in accordance with these Amended and Restated Bylaws are a revocable license that can be withdrawn upon thirty (30) days written notice in the event of noncompliance with the conditions of such approval.

Section 21. **Application of Restrictions to the Association.**

None of the restrictions contained in this Article VI or elsewhere in these Amended and Restated Bylaws or the Amended and Restated Consolidated Master Deed apply to the activities of the Association in furtherance of its powers and purposes set forth in the Amended and Restated Consolidated Master Deed, these Amended and Restated Bylaws and in its Articles of Incorporation, including any amendments.

ARTICLE VII
MORTGAGES

Section 1. **Notification of Mortgage to Association.**

Any Co-owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee within thirty (30) days of the execution of the mortgage by the Co-owner. The Association shall maintain such information in a book entitled "Mortgages of Units."

Section 2. **Notification to Mortgagee of Insurance Company.**

The Association shall provide a mortgagee with complete information on the insurance carried by the Association if so requested by the mortgagee.

Section 3. **Notification to Mortgagee of Meetings.**

Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium is 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. **Notification to Mortgagees and Guarantors.**

The Association shall give the holder of any mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of the following:

(i) any proposed action that requires the consent of a specified percentage of mortgagees, whether contained in the Amended and Restated Consolidated Master Deed or these Amended and Restated Bylaws;

(ii) any delinquency in the payment of Assessments or other charges by a Co-owner that is not cured within sixty (60) days; and

(iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section 5. **Co-owner Consent to Contact Mortgagees and other Interested Parties.**

The Association may, at the written request of a mortgagee of any such Unit, report any unpaid Assessments due from the Co-owner of such Unit. Each Co-owner expressly authorizes the Association and its agents and attorneys to disclose the fact, nature and extent of any delinquency in the payment of Assessments to any individuals or entities in relation to the Association's efforts to collect assessments or enforce its lien, including the Register of Deeds, the Sheriff's Department, any newspaper or publication and all those who may learn of the delinquency by reviewing the Register of Deeds or the publication or posting of any foreclosure notice. Each Co-owner authorizes the Association and its agents and attorneys to disclose the fact, nature and extent of any delinquency in the payment of Assessments to any mortgagee or lien holder against any Unit owned by the delinquent Co-owner.

ARTICLE VIII
MEMBERSHIP AND VOTING

Section 1. **Designation of Members.**

Each Co-owner is a member of the Association and no other person or entity is entitled to membership.

Section 2. **Co-owner's Share of the Funds.**

The share of a Co-owner in the Association's funds and assets cannot be assigned, pledged or transferred by a Co-owner, except as appurtenant to the transfer of a Unit.

Section 3. **Co-owner Voting Designation.**

Except as limited in these Amended and Restated Bylaws, each Co-owner is entitled to one vote for each Unit owned provided that the Co-owner is in good standing and not in default of any provision of the Condominium Documents. If a Unit is jointly owned by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

Section 4. **Evidence of Ownership for Voting Purposes.**

No Co-owner may vote at any meeting of the Association until they have presented written evidence of ownership of a Unit in the Condominium to the Association unless the Board opts to waive this requirement. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required within these Amended and Restated Bylaws or by a proxy given by such individual representative.

Section 5. **Designation of Voting Representative.**

Each Co-owner shall file a written notice with the Association designating the individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. The notice must state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust or other entity that is the Co-owner. Such notice must be signed and dated by each Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new written notice as set forth in this Subsection. At any meeting, the filing of such written notice as a prerequisite to voting may be waived by the chairperson of the meeting.

Section 6. **Quorum: Meetings of Members.**

The presence in person or by proxy of twenty-five (25%) percent in value of the Co-owners qualified to vote constitutes a quorum for holding a meeting of the members of the Association. A Co-owner may submit a written ballot or a proxy prior to or at any meeting in lieu of attending the meeting in person, or by such date that is established for voting where no physical meeting is held and any such vote will be counted in determining quorum. Any member 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 7. **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 for a given vote provided the same are not in violation of the provisions of these Amended and Restated Bylaws or Michigan law. Any written or electronic votes cast by any permitted means must be filed with the agent designated by the Board to receive such votes 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 8. **Majority.**

Unless otherwise provided by law or by the Condominium Documents, the approval of a majority of the members will be construed to mean more than fifty (50%) percent of the Co-owners qualified to vote and present in person or by proxy.

Section 9. **Action without Meeting.**

Any action that may be taken at a meeting of the members may be taken without a meeting by written vote of the members. Written votes must be solicited in the same manner as provided in these Amended and Restated Bylaws for the giving of notice of meetings of members. Such solicitations must 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 written votes must be received in order to be counted. The form of written vote must afford an opportunity to specify a choice between approval and disapproval of each matter and provide that, where the member specifies a choice, the vote will be cast in accordance with that choice. Approval by written vote will be constituted by receipt, within the time period specified in the solicitation, of (i) the number of written votes which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) the number of approvals that equals or exceeds the value of votes that 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 written votes cast.

ARTICLE IX
MEETINGS

Section 1. **Place of Meetings.**

Meetings of the Association members will be held at a location designated by the Board. Meetings of the Association members will be conducted in accordance with Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Amended and Restated Consolidated Master Deed or Michigan law. Only Association members in good standing, and their legal representatives, may speak at meetings of the Association and/or address the Board or members at any such meetings. Any person in violation of this provision or the rules of order governing the meeting, as determined by the Board, may be removed from such meeting without any liability to the Association or its Board.

Section 2. **Annual Meetings.**

The annual meeting of members of the Association will be held at such time as determined by the Board. The Board may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year.

Section 3. **Special Meetings.**

The President shall call a special meeting of the Co-owners as directed by resolution of the Board. The President shall also call a special meeting upon a petition signed by one third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting must state the time, place and purpose of such meeting. No business may be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings.**

The Secretary (or other Association officer in the Secretary's absence) shall serve a notice of each annual or special meeting, stating the time, place and purpose of the meeting, upon each Co-owner entitled to vote, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association pursuant to Article VIII, Section 5 of these Amended and Restated Bylaws or to the address of the Unit owned by the Co-owner will be deemed notice served. Notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address and/or the Co-owner is a resident of the Unit. 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 will be deemed due notice.

Section 5. **Participation by Remote Communication.**

A member may 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 for Lack of Quorum**.

If any meeting of Co-owners cannot be held because quorum is not met, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The quorum for each subsequent adjournment of a meeting will be reduced by one-half from the quorum requirement of the previously scheduled meeting.

Section 7. **Consent of Absentees.**

The transactions of any meeting of members, either annual or special, will be as valid as though made at a meeting held after regular call and notice if a quorum is present either in person or by proxy or by absentee ballot and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting or there is an approval of the minutes. All such waivers, consents or approvals must be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. **Minutes: Presumption of Notice**.

Minutes or a similar record of the proceedings of all meetings of members and the Board must be kept by the Association and, when approved by the Board of Directors are presumed accurate. A recitation in the minutes of any such meeting that notice of the meeting was properly given is prima facie evidence that such notice was given.

Section 9. **Conduct of Meetings**.

The order of business at all meetings of the members will be determined by the Board. Meetings of members may be chaired by the most senior Officer of the Association present at such meeting unless the Board appoints a different chairperson for the meeting. For purposes of this Section, the order of seniority of officers is President, Vice-President, Secretary and Treasurer.

ARTICLE X
BOARD OF DIRECTORS

Section 1. **Qualifications and Number of Directors.**

The affairs of the Association will be governed by a Board, all of whom must be Co-owners in good standing. The Board will consist of 5 members. No two occupants of the same Unit may serve on the Board at the same time. Directors will serve without compensation.

Section 2. **Term of Directors.**

For each year after the adoption of these Amended and Restated Bylaws, either 3 Directors or 2 Directors may be elected for two year-terms, depending on how many directorships expire that year. All Directors will hold office until their successors have been elected and hold their first meeting.

Section 3. **General Powers and Duties.**

The Board has all powers and duties necessary for the administration of the Association's affairs and may do all acts and things not prohibited by the Condominium Documents or otherwise required to be exercised and done by the Co-owners. In addition to the foregoing general powers and duties imposed by these Amended and Restated Bylaws, or any further powers and duties which may be imposed by law or the Amended and Restated Articles of Incorporation, the Board is responsible for the following:

A. **Management and Administration.** To manage and administer the affairs of and maintenance of the Condominium and the Common Elements.

B. **Collecting Assessments.** To levy and collect Assessments and to use the proceeds for the Association's purposes.

C. **Insurance.** To carry insurance and collect and allocate the proceeds of insurance.

D. **Rebuild Improvements.** To reconstruct or repair the Condominium as needed.

E. **Contract and Employ Persons.** To contract for and employ persons, firms, corporations or other agents to assist in the Condominium's administration. The Board shall designate a Director responsible for overseeing payment of all invoices.

F. **Real or Personal Property.** To acquire, own, maintain, improve, buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property, including any Unit and any easements, rights-of-way and licenses, either contiguous or not to the Condominium, on behalf of the Association.

G. **Easements and Telecommunications.** To grant easements, licenses and rights of entry and to enter into any contract or agreement, including wiring, utility, right of way, access and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Condominium or any Unit. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, are receipts affecting the administration of the Condominium, within the meaning of the Condominium Act, and must be paid over to and will be the Association's property.

H. **Borrow Money**. To borrow money and issue evidence of indebtedness and secure the same by mortgage, pledge or lien with the approval vote of 66% of co-owners.

I. **Rules and Regulations**. To make and enforce Rules and Regulations in accordance with Article VI, Section 12 of these Amended and Restated Bylaws.

J. **Committees**. To establish executive or non-executive committees 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.

K. **Enforce Documents**. To enforce the provisions of the Condominium Documents.

L. **Fines**. To levy, assess, 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. **Claims**. To assert, defend or settle claims on behalf of all co-owners in connection with the common elements of the condominium project. The Board shall provide at least a ten (10) day written notice to all co-owners on actions proposed by the Board with regard thereto.

N. **In General**. To engage in any activity, make and perform any contract and exercise all powers necessary or convenient for the Condominium's administration, management, maintenance, repair, replacement and operation.

Section 4. **Emergency Powers.**

If a State of Emergency is declared by a municipal, county, state or federal authority, then the Board will have the following emergency powers that it may exercise, in its sole discretion, to protect the health, safety and welfare of the Co-owners throughout the pendency of the State of Emergency and up to thirty (30) days after the expiration of the State of Emergency:

A. To take any action necessary to implement any order or guidance of a governmental entity ("Emergency Order"). If the Condominium Documents conflict with any Emergency Order, then the terms of the Emergency Order will control.

B. To determine that any portion of the Condominium is unavailable for entry, occupancy or use, or is limited in occupancy or use, based upon any information contained within an Emergency Order, a government official's directive or a licensed professional's opinion.

C. To temporarily delay or suspend the enforcement of any provision of the Condominium Documents.

D. To adjourn any Association meeting to a later date to the extent permitted by law, even if such meeting is required to be held under the Condominium Documents.

Section 5. **Professional Management Agent.**

The Board may employ a professional management agent to perform such duties and services as the Board may authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article X, and the Board may delegate to such management agent any other duties or powers to the extent permitted by law. In no event is the Board authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years.

Section 6. **Vacancies.**

Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the members of the Association will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person appointed will be a Director until the end of the term of the Director who was replaced.

Section 7. **Removal of Directors by Co-owners.**

At any regular or special meeting of the Association, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all Co-owners, and a successor may then and there be elected to fill the vacancy thus created. The quorum requirement for the purpose of filling any vacancy will be the normal twenty-five (25%) percent requirement set forth in Article VIII, Section 6. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 8. **Regular Meetings.**

Regular meetings of the Board may be held at such times and places as determined by a majority of the Directors. At least two (2) such meetings must be held during each fiscal year. Notice of regular meetings of the Board must be given to each Director personally or by mail, facsimile, electronically or telephone at least five (5) days prior to the date of the meeting unless waived by said Director. Electronic transmission of such notice may also be given in any such manner authorized by the Director 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 Director, and which may be directly reproduced in paper form by the Director through an automated process.

Section 9. **Special Meetings.**

Special meetings of the Board may be called by the President upon three (3) days' notice to each Director, given personally or by mail, facsimile, telephone or electronically, which notice must state the time, place and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the Director 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 Director, and which may be directly reproduced in paper form by the Director through an automated process. Special meetings of the Board will be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 10. **Waiver of Notice.**

Before or at any meeting of the Board, any Director may, in writing or orally, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board will be deemed a waiver of notice of that meeting by that Director. If all the Directors are present at any meeting of the Board, no notice is required and any business may be transacted at such meeting.

Section 11. **Quorum: Meetings of the Board.**

At all meetings of the Board, a majority of the Directors constitutes a quorum for the transaction of business. The acts of the majority of the Directors present at a meeting at which a quorum is present are the acts of the Board. A Director is considered present and may vote on matters before the Board by proxy, teleconference, electronically or any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter; provided, however, that any vote not in writing is confirmed in writing not later than the next meeting of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business that may 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 constitutes the presence of such Director for purposes of determining a quorum.

Section 12. **Action without Meeting.**

Any action required or permitted to be taken under authorization voted at a meeting of the Board or a committee of the Board may be taken without meeting if, before or after the action, all members of the Board 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 or committee. The consent has the same effect as a vote of the Board or committee for all purposes.

Section 13. **Closing of Board Meetings to Members; Privileged Minutes.**

The Board, in its discretion, may close a portion or all of any meeting of the Board to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board.

Section 14. **Participation by Remote Communication.**

Members of the Board 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 may hold a meeting conducted solely via remote communication.

ARTICLE XI
OFFICERS

Section 1. **Designation of Officers.**

The principal Officers of the Association are the President, Vice President, Secretary and Treasurer. The Directors may appoint such other officers as in their judgment may be necessary. Any two Officers except that of President and Vice President may be held by one person. The President must be a member of the Board. All other Officers need not be members of the Board or Co-owners.

A. **President.**

The President is the chief executive officer of the Association and will preside at all meetings of the Association and of the Board. The President has all 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 in the President's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

B. **Vice President.**

The Vice President will take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, then the Board will appoint some other member of the Board to do so on an interim basis. The Vice President will also perform such other duties as imposed by the Board.

C. **Secretary.**

The Secretary will keep the minutes of all Board and Association meetings, have charge of the corporate minute book and of such books and papers as the Board may direct and will, in general, perform all duties incident to the office of the Secretary.

D. **Treasurer.**

The Treasurer or management agent is responsible for all Association funds and securities and responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer or management agent is responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may be designated by the Board.

Section 2. **Election.**

The Officers of the Association will be elected by the Board and hold office at the pleasure of the Board. Any vacancy in any Officer position may be filled at any meeting of the Board.

Section 3. **Removal.**

Upon the affirmative vote of a majority of the members of the Board, any Officer may be removed by the Board either with or without cause and the successor to the removed Officer may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. **Duties.**

The Officers may have such other duties, powers and responsibilities as authorized by the Board.

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS AND OFFICERS' INSURANCE

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 liable 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, 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 shall notify all Co-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 nondirectors and volunteer committee members, to the extent they are acting in the scope of authority granted by the Board of Directors.

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ARTICLE XIII
FINANCES AND INSPECTIONS

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. Absent such determination by the Board, 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 bank or other depository as may be designated by the Board and may be withdrawn only upon the check or order of such Officers, employees or agents as are designated by resolution of the Board.

Section 3. **Investment of Funds.**

Association funds may be invested in accounts or deposit certificates of a bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

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 Co-owners. The non-privileged accounts, books, records, contracts and financial statements concerning the administration and operation of the Condominium may be inspected by the Co-owners, the Co-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 lists of shareholders or members 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 lists of shareholders or members 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 Co-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 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. The Association may opt out of the requirements imposed by the preceding sentence on an annual basis by an affirmative vote of a majority of its members. 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 Amended and Restated Consolidated Master Deed for the Condominium, including any amendments, and all other Condominium Documents and will permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Condominium to inspect the same during reasonable business hours.

ARTICLE XIV
COMPLIANCE AND AMENDMENTS

Section 1. **Compliance with the Documents.**

The Association and all present or future Co-owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the provisions of the Condominium Act, the Amended and Restated Consolidated Master Deed, these Amended and Restated Bylaws, the Articles of Incorporation of the Association and the Rules and Regulations of the Condominium. If any provision of these Amended and Restated Bylaws conflicts with the Condominium Act, then the Condominium Act will control. If any provision of these Amended and Restated Bylaws conflicts with the Amended and Restated Consolidated Master Deed, the Condominium Subdivision Plan, the Articles of

Incorporation or any Rules and Regulations, then the order of priority in Article IX of the Amended and Restated Consolidated Master Deed controls.

Section 2. **Amendments.**

These Amended and Restated Bylaws may be amended in accordance with the Condominium Act and the provisions of Article VIII of the Amended and Restated Consolidated Master Deed.

A. **Effective Date.**

Any amendment to these Amended and Restated Bylaws is effective upon recording of such amendment in the Register of Deeds.

B. **Binding.**

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

ARTICLE XV
REMEDIES FOR DEFAULT / COSTS OF ENFORCING DOCUMENTS

Section 1. **Default by a Co-owner.**

In the event of a default by a Co-owner, lessee, tenant, Nonco-owner occupant and/or guest in their compliance with any terms of the Condominium Documents, the Association or Co-owner(s), where appropriate, is entitled to the following relief:

A. **Remedies for Default by a Co-owner to Comply with the Documents.**

Failure to comply with any terms or provisions of the Condominium Documents is grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of Assessment) or any such combination. Such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners. In addition, the Association may discontinue the furnishing of any utilities or services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so.

B. **Costs Recoverable from Co-owner.**

Failure of a Co-owner and/or Nonco-owner resident or guest to comply with the Condominium Documents will entitle the Association to recover from the Co-owner or Nonco-owner occupant or guest any reasonable pre-litigation attorney's fees and costs incurred in investigating and seeking legal advice concerning alleged or actual violations or obtaining their compliance with the Condominium Documents.

In any proceeding arising because of an alleged default by any Co-owner or in cases where the Association must defend an action or administrative proceeding brought by any Co-owner(s) or Nonco-owner occupant(s) or guest(s),—regardless of if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise—the Association, if successful, is entitled to recover from such Co-owner or Nonco-owner occupant or guest:

(a) interest, fines, late fees, pre-litigation costs and the costs of the proceeding;

(b) reasonable attorney's fees, not limited to statutory fees and including attorney's fees and costs incurred pre-litigation, or incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, and including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and reasonable attorney's fees and costs incurred incidental to any state or federal court proceeding filed by the Co-owner; and

(c) any and all advances for taxes or other liens or costs paid by the Association to protect its lien incurred in defense of any claim or obtaining compliance or relief.

Any such amounts incurred by the Association may be assessed to the Unit and Co-owner as provided in Article II of these Amended and Restated Bylaws. In no event may a Co-owner recover attorney's fees or costs against the Association.

C. **Association's Right to Abate.**

A violation of the Condominium Documents by any Co-owner, tenant, guest or Nonco-owner occupant will permit the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association will not be liable to any Co-owner, tenant, occupant or guest arising out of its exercise of its removal and abatement power. Any such amounts incurred by the Association may be assessed to the Unit and Co-owner as provided in Article II of these Amended and Restated Bylaws.

D. **Assessment of Fines.**

A violation of the Condominium Documents by any Co-owner, tenant, occupant or guest is grounds for Assessment by the Association, acting through the Board, of monetary fines for such violations in accordance with Article XVI of these Amended and Restated Bylaws. Any such amounts may be assessed to the Unit and Co-owner as provided in Article II of these Amended and Restated Bylaws.

Section 2. **Nonwaiver; Failure to Enforce Rights.**

The failure of the Association or any Co-owner to enforce any right, provision, covenant or condition that may be granted by the Condominium Documents does not constitute a waiver of the right of the Association or any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. **Cumulative Rights.**

All rights and remedies granted to the Association pursuant to the Condominium Documents are deemed to be cumulative and the exercise of any one or more rights or remedies will not be deemed to constitute an election of remedies nor will it preclude the Association from exercising any other and additional rights or remedies as may be available at law or in equity.

Section 4. **Rights of Co-owners.**

A Co-owner may maintain an action against the Association to compel enforcement of the provisions of the Condominium Documents and may maintain an action for injunctive relief or damages against any other Co-owner for noncompliance with the Condominium Documents. Even if successful, Co-owners may not recover attorney's fees from the Association but may recover such fees from another Co-owner if successful in obtaining compliance with the Condominium Documents or the Condominium Act.

ARTICLE XVI
FINES

Section 1. **General.**

The violation by any Co-owner, occupant or guest of the Condominium Documents, including any Rules and Regulations, is grounds for Assessment by the Association, acting through its Board, of monetary fines against the involved Unit and Co-owner. Such Co-owner is deemed responsible for such violations, whether they occur as a result of their personal actions or the actions of their family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. **Procedures.**

Upon any such violation being alleged by the Board, the following procedures will be followed:

A. **Notice.**

Notice of the violation, including the provision(s) violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, must be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 5 of these Amended and Restated Bylaws, or if no such notice has been filed, to the Unit address, or by Electronic Transmission if authorized by the Co-owner to the e-mail address provided by the Co-owner.

B. **Hearing**.

The offending Co-owner must be provided a scheduled hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation. The hearing before the Board will be at its next scheduled meeting, or as otherwise scheduled by the Board, but in no event may the Co-owner be required to appear less than seven (7) days from the date of the notice.

C. **Hearing and Decision**.

Upon appearance by the Co-owner before the Board and presentation of evidence of defense or in the event the Co-owner fails to appear at the scheduled hearing, the Board may, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. **Fines.**

The Board, without the necessity of an amendment to these Amended and Restated Bylaws, may set fines including the indexing of such fines to the rate of inflation through its Rules and Regulations. Nothing in this Article will be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Condominium Act for such violations or from combining a fine with any other remedy or requirement to redress any violation.

Section 4. **Collection**.

The fines levied pursuant to Section 3 above will be assessed against the Unit and Co-owner and will be immediately due and payable. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents, including, without limitation, those described in Article II and Article XV of these Amended and Restated Bylaws.

ARTICLE XVII
DEFINITIONS

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

If 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, then such holding will not affect, alter, modify or impair the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants which are held to be partially invalid or unenforceable.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amended and Restated Bylaws to be executed the day and year first above written.

Matthaei Farm Condominium Association

By: William Dahms
Name: William Dahms
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF Washtenaw)

On this 18 day of 11, 24, the foregoing Amended and Restated Bylaws were acknowledged before me by William Dahms, President of Matthaei Farm Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

Notary Public,
Washtenaw County, Michigan
My Commission Expires: Nov 30, 2028
Acting in Washtenaw County, Michigan

MD KAMRUZZAMAN
Notary Public - State of Michigan
County of Washtenaw
My Commission Expires Nov 30, 2028
Acting in the County of Washtenaw

Drafted by and when recorded, return to:

Matthew W. Heron, Esq.
Hirzel Law, PLC
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