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GRANTOR: WESLEY FARMS

GRANTEE: JMG DEVELOPMENT COMPANY LC

I hereby certify that this instrument was RECEIVED and RECORDED on the date and times stamped above in the OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS, Kalamazoo County, Michigan.

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MASTER DEED

WESLEY FARMS

(Act 59, Public Acts of 1978) as amended

Kalamazoo County Condominium Subdivision Plan No. 391

(1) Master Deed establishing Wesley Farms, a Condominium Project.

(2) Exhibit A to Master Deed: Condominium Bylaws of Wesley Farms.

(3) Exhibit B to Master Deed: Condominium Subdivision Plan for Wesley Farms.

(4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of Michigan's Condominium Act.

No interest in real estate is conveyed by this document, so no revenue stamps are required.

This Instrument Drafted By:

Mark C. Hanisch, Esq.
Kluczynski, Girtz & Vogelzang
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MASTER DEED

WESLEY FARMS

(Act 59, Public Acts of 1978)
as amended

THIS MASTER DEED is made and executed on this 14th day of July, 2026, by JMG Development Company, L.C. (also known of record as JMG Development LLC), a Michigan limited liability company, of 5071 Gull Road, Kalamazoo, MI 49048 (the "**Developer**").

RECITALS

A. Developer is engaged in the development of a residential site condominium project to be known as Wesley Farms (the "Project"), pursuant to development plans approved by the Township of Comstock, Kalamazoo County, Michigan, on a parcel of land described in Article II of this Master Deed.

B. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article II, together with the improvements located and to be located on such property, and all appurtenances, as a condominium project under the provisions of Michigan's Condominium Act, as amended (the "Act").

C. Upon the recording of this Master Deed, Wesley Farms shall be established as a Condominium Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, and in any other manner utilized subject to the provisions of the Act and to the provisions set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in any part of the real property contained within the Project, their grantees, successors, heirs, personal representatives, administrators and assigns.

CERT# 071626TLS001
KALAMAZOO COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records of the office except as stated.
Thomas Whitener, Kalamazoo County Treasurer
Sec. 135, Act 206, 1983 as amended

ARTICLE I

NATURE OF PROJECT

1.1 **Project Description.** The Project is a residential site condominium. The thirty-three (33) Condominium Units contained within the Project, including the number, boundaries, and dimensions of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of utilization by reason of having its own entrance from and exit to a Common Element of the Project. The Developer has not reserved the right to expand or contract the Project or to exercise conversion rights.

1.2 **Exclusive Right**. Each Co-owner shall have an exclusive property right to his or her Unit, shall have shared rights in and to the Limited Common Elements appurtenant to that Unit, and shall have an undivided and inseparable right to share with all other Co-owners in the ownership and use of the General Common Elements of the Project, all as described in this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

2.1 **The Land**. The land upon which the Project is situated, and which is submitted to condominium ownership pursuant to the provisions of the Act, is located in the Township of Comstock, Kalamazoo County, Michigan, and is legally described as follows:

> The West 433.54 feet of the Northeast Fractional Quarter of the Northeast Fractional Quarter of Section 5, Township 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan, Except the West 193.61 feet of the North 258.00 feet thereof. Containing 14.83 acres, more or less.

2.2 **Easements and Restrictions**. The property submitted to condominium ownership by this Master Deed shall be subject to visible and recorded easements, easements shown on the Condominium Subdivision Plan attached to this Master Deed as Exhibit A, as it may be amended from time-to-time, recorded restrictions, the rights of the public and of any governmental unit in any part of the property taken, used or deeded for street or highway uses and applicable local zoning and building and use ordinances. Notwithstanding anything in the Condominium Documents to the contrary, lands and premises within the Condominium Subdivision Plan and the Condominium Documents themselves are subject to restrictions contained in Charter Township of Comstock Zoning Ordinance and other Township Ordinances.

ARTICLE III

DEFINITIONS

3.1 **Definitions**. When used in any of the Condominium Documents (defined below) and in any deed, mortgage, land contract, easement, or other document affecting the Project or the establishment or transfer of any interest in the Project, the following words shall be defined as set forth in this Article, unless the context otherwise requires:

a. **"Act"** or **"Condominium Act"** means Michigan's Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

b. **"Administrator"** means the department, if any, of Michigan's government which is designated by the Act or otherwise to serve as the government's "Administrator" of condominium projects in Michigan or otherwise serves in that capacity.

c. **"Association of Co-owners"** or **"Association"** means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. The entity initially created by the Developer for this purpose is identified as Wesley Farms Association, a Michigan nonprofit corporation. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan. By a vote of at least two thirds (2/3) of all Co-owners entitled to vote, and after the Development Period has expired, the Co-owners may designate a different Michigan nonprofit corporation, unincorporated association, or other entity as the "Association," but such corporation or other entity shall be bound by the provisions of the Condominium Documents.

d. **"Association Bylaws"** means the corporate bylaws of the Association.

e. **"Common Elements,"** where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements as defined Article IV of this Master Deed.

f. **"Condominium Bylaws"** means Exhibit A to this Master Deed (which may be amended from time to time), being the Bylaws which describe the substantive rights and obligations of the Co-owners with respect to the Project.

g. **"Condominium Documents"** means this Master Deed and all of its exhibits and any other instrument referred to in this Master Deed which affects the rights and obligations of a Co-owner in the Project, including, without limitation, the Articles of Incorporation, the Association Bylaws and any Rules adopted by the Association, all as amended from time to time.

h. **"Condominium Subdivision Plan," "Subdivision Plan"** or **"Plan"** means Exhibit B to this Master Deed (which may be amended from time to time), being the set of the site, survey and other drawings depicting the real property and improvements to be included in the Project.

i. **"Condominium Unit"** or **"Unit"** means a single residential building site designed and intended for separate ownership and use, as described in this Master Deed, including the Condominium Subdivision Plan. All structures and improvements now or hereafter located within the boundaries of a Unit shall be part of the Unit and shall be owned by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements. As shown on the Condominium Subdivision Plan, each Unit has a lower and upper boundary of twenty five (25) feet below and fifty (50) feet above ground elevation, respectively.

j. **"Consolidating Master Deed"** means the final amended Master Deed, if any, which shall describe Wesley Farms as a completed project and shall reflect all Units added to the Project from time to time or taken from the Project, and all Common Elements, and shall express a Percentage of Value pertaining to each Unit as finally readjusted. If a Consolidating Master Deed is recorded in the office of the Register of Deeds, then the Consolidating Master Deed shall supersede the previously recorded Master Deed and all amendments to the Master Deed. Because this Project is not an expandable or contractable condominium project and the Project does not contain convertible land or space (except in the limited circumstances described in Section 4.7), the Developer does not anticipate that a Consolidating Master Deed will be recorded.

k. **"Co-owner"** means the person, firm, corporation, partnership, limited liability company, association, trust or other legal entity or any combination of persons or entities who or which owns a Condominium Unit in the Project, including the vendor and vendee of any land contract for the purchase of a Unit in the Project. Land contract vendors and vendees are jointly and severally liable to the Association for the payment of assessments and for the performance of all other obligations of a "Co-owner" unless the recorded Condominium Documents provide otherwise. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

l. **"Developer"** means JMG Development Company, L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both "successors" and "assigns" shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents unless the context clearly dictates to the contrary. "Developer" does not include a real estate broker acting as agent for the Developer in selling Units, a Residential Builder (as defined in the Act) which acquires title to one or more Units for the purpose of performing residential construction within the Unit(s) and subsequently reselling the Unit(s) and other persons exempted from this definition by law, administrative rule or order.

m. **"Development Period,"** for purposes of the Condominium Documents and the rights reserved by the Developer, means the period commencing with the recording of this Master Deed and continuing for as long as the Developer continues to own any interest in any Unit in the Project or the right to create additional Unit(s) and/or add land to the Project, whichever is longest, unless earlier terminated by a document signed by Developer and recorded.

n. **"General Common Elements"** means those Common Elements of the Project described in Section 4.1 of this Master Deed which are for the use and enjoyment of all Co-owners of the Project.

o. **"Limited Common Elements"** means those Common Elements of the Project described in Section 4.2 of this Master Deed which are reserved for the exclusive use of the Co-owner(s) of a specified Unit or Units.

p. **"Master Deed"** means this document, together with the exhibits attached to it and all amendments to this document which may be adopted and recorded in the future.

q. **"Percentage of Value"** means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner's undivided interest in the Common Elements of the Project and, generally, in the proceeds and expenses of administration.

r. **"Project"** or **"Condominium"** means Wesley Farms, a residential site condominium development established in conformity with the provisions of the Act, and includes the land described in Section 2.1, as the same may be amended, all improvements and structures located or to be located on such land, and all easements, appurtenances and other rights belonging to or benefitting Wesley Farms or any part of Wesley Farms.

s. **"Residential Builder"** is a person licensed as a residential builder under Article 24 of the Occupational Code, 1980 PA 299, MCL 339.2401 to MCL 339.2412, as amended from time-to-time.

t. **"Rules"** means all rules, regulations, restrictions, policies, and other provisions promulgated and amended in accordance with Section 7.06 of the Condominium Bylaws.

u. **"Township"** means the Township of Comstock, Kalamazoo County, Michigan, or its successor. When approval or other action of the Township is required by the Condominium Documents, the approval or action shall be by the governing body of the Township or by a committee, commission, or person designated by the governing body.

v. **"Transitional Control Date"** means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

3.2 **Applicability.** Whenever any reference is made to one gender, the same shall include a reference to any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, the reference shall be assumed to include the plural where such assumption would be appropriate. Terms not defined in this Master Deed but which are defined in the Act shall carry the meanings given them by the Act unless the context clearly indicates to the contrary.

ARTICLE IV

COMMON ELEMENTS

4.1 **General Common Elements.** The General Common Elements are:

a. Land and Air. The land (including airspace) described in Section 2.1 of this Master Deed (except for any land and airspace which is part of a Unit or which is designated as a Limited Common Element). The General Common Elements also include any easement interests for the benefit of the Project and/or for the benefit of the Association for ingress, egress, entry improvements, drainage, utility and other purposes, over, under, across and through the Project and/or areas located outside the Project;

b. Wiring Networks and Related Equipment. The portions of the electrical, telephone, cable television and other telecommunications wiring networks and related equipment throughout the Common Elements of the Project located outside of the boundaries of any Unit;

c. Plantings. The lawns, trees, shrubs and other plantings located within the General Common Elements of the Project;

d. Gas. The portions of the gas distribution system, if any, throughout the Project, located outside the boundaries of any Unit;

e. Open Spaces, Sidewalk and Road. The open spaces near the entrance and between Units 14 and 15 as shown on Exhibit B, any pedestrian path or sidewalk not located within any Unit and intended for use by all Co-owners (including any sidewalk between Units 14 and 15), and the public roads to the extent that they are not owned by any third party;

f. Stormwater Drainage System. The stormwater drainage system within the Project identified on the Subdivision Plan as General Common Elements, including drainage ditches, infiltration basin(s), pipes and stormwater detention pond(s) or retention basin(s) associated with the system, but excluding storm water drainage areas located within Units, and sump pumps and related equipment intended to service primarily one Unit;

g. Entry Improvements and All Signs. The entry signage and any other improvements and signs located outside of the Units or located within easement areas within Units and intended to benefit the Project;

h. Water. The portions of the water distribution system including all components such as hydrants, pipes, and valves, servicing the Units and Common Elements located outside the boundaries of any Unit;

i. Sanitary Sewer. The portions of the sanitary sewer system servicing more than one Unit and located outside of the boundaries of any Unit;

j. Miscellaneous. All other Common Elements of the Project which are not designated as Limited Common Elements and which are not enclosed within the boundaries of a Unit, and which are intended for common use or are reasonably necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility and/or service lines, equipment, and systems (including mains and service leads) may be owned by a local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such utility and/or cable television lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' or the Association's interests, if any, in them, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 **Limited Common Elements**. The Limited Common Elements are:

a. Driveways. The portion of any driveway located between any Unit and the paved public roadway or General Common Element roadway and servicing fewer than all of the Units (but, as shown on the Condominium Subdivision Plan, portions of driveways may be impacted by General Common Element utility improvements and/or easements);

b. Sidewalks. The portion of any sidewalk located outside the boundaries of any Unit which is intended to service fewer than all of the Units (which sidewalks do not include the General Common Element sidewalk between Units 14 and 15);

c. Mail and/or Delivery Boxes. The mail and/or delivery box(es) permitted by the Association if not located within the perimeter of a Unit;

d. Footings and Foundations. The portion, if any, of any footing or foundation extending more than twenty-five (25) feet below surrounding grade level;

e. Certain Land and Airspace. All airspace and land located between the vertical boundaries of any Unit and more than twenty-five (25) feet below and fifty (50) feet above ground level.

f. Certain Easement Interests. Any easement and/or license interests, as shown by the Condominium Subdivision Plan or otherwise, reserved over a portion of the General Common Elements or Unit(s) for the benefit of fewer than all of the Units;

g. Sump Pumps and Related Equipment. Any portion of any sump pump and related equipment intended primarily to service one Unit which is not located within the Unit which it services;

h. Water Well and Waste Water System. The portions of any private water well and waste water systems (if any) serving a Unit which are located beneath or otherwise outside of the Unit; and

i. Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units on the Condominium Subdivision Plan or in any future amendment to the Master Deed and any other improvement outside the boundaries of a Unit which is intended for the use of one or more, but fewer than all, of the Units.

If no specific assignment of some of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan and it is not otherwise clear to which Unit any Limited Common Element is appurtenant, the Developer (for itself during the Development Period and for the Association thereafter) reserves the right to designate each such Limited Common Element as being appurtenant to a particular Unit or Units and to record amendment(s) to this Master Deed if necessary or advisable to effectuate the designation(s).

4.3 **Responsibilities**. Responsibility for the maintenance, decoration, repair, and replacement of the Unit Improvements and Common Elements shall be as follows:

a. Unit Improvements. Except as may be specifically provided otherwise in this Master Deed to the contrary, the duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair and replacement of everything contained within a Unit, including, without limitation, all buildings, structures, mail and/or delivery boxes, driveways, sidewalks, improvements, landscaping, lawn, plants, and air space situated within the perimeters of a Unit shall be the responsibility of the Co-owner of such Unit; provided, that the exterior appearance of all such buildings, structures, driveways, sidewalks, improvements, and landscaping, lawn, and plants shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed in any Condominium Document. Notwithstanding the foregoing, a Co-owner is not required to obtain Association approval for the initial installation of, or changes to, the landscaping or lawn within a Unit, but the lawn and landscaping shall be maintained according to the Association's reasonable aesthetic and maintenance standards.

b. Limited Common Elements. The duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair, and replacement of the Limited Common Elements shall be the responsibility of the Co-owner of the Unit to which the Limited Common Elements are appurtenant.

c. General Common Elements and Public Improvements. Except as may be specifically provided otherwise in this Master Deed, the duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair, and replacement of all General Common Elements shall be borne by the Association; provided, however, that notwithstanding the foregoing, utility companies, governmental entities, and other third parties may be responsible for maintenance, repair, and replacement of some public improvements and General Common Elements located within the Project owned by third parties such as the public roads and street lights (if any) and it is possible that in the future, some Common Element obligations may be included within a special assessment district and be paid by the Co-owners if the proper procedures for establishing a special assessment district are adhered to. The Association may, but is not required to, clear snow and ice from the sidewalk between Units 14 and 15. To the fullest extent permitted by law, the Association shall have no liability whatsoever for injuries (including death) or property damage arising from the existence or use of any Common Element except in the case of gross negligence or intentional misconduct by the Association.

d. Association Action. While it is intended that each Co-owner will be solely responsible for the performance and cost of the operation, decoration, maintenance, repair, renovation, restoration and replacement of the residence and all other appurtenances, improvements, storm drainage easements, lawn and other plants constructed or otherwise located within a Unit and of certain Limited Common Elements, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain, repair and replace such areas and improvements in accordance with the standards set forth by the Association or with the general appearance and quality of the other Units in the Project. If a Co-owner fails, as required by this subsection 4.3d or any other provision of the Master Deed, the Bylaws or any Rules promulgated by the Association, to properly and adequately maintain the general appearance and quality of the Unit or adequately maintain, repair or replace any improvement, yard or appurtenance located within the Unit or any Limited Common Element appurtenant to the Unit, the Association shall have the right, but not the obligation, to undertake such obligation(s) of the Co-owner including, but not limited to, reasonably uniform periodic exterior maintenance functions with respect to improvements, yards, and appurtenances as it may deem appropriate (including without limitation, painting, staining, sealing, refinishing, trimming, removing, or taking other remedial actions). Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required in the first instance to be borne by a Co-owner shall be assessed to the affected Unit and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment of assessments shall attach to any such charges as in all cases of assessments and may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of assessments including, without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines. During the Development Period, the Developer shall have the right, but not the obligation, to exercise the Association's rights and remedies set forth in this subsection 4.3d at the Association's expense if the Association declines to do so promptly after written request by the Developer and the Developer, in its sole discretion, deems such action to be necessary to preserve the appearance and reputation of the Project.

e. Stormwater System. The Developer shall be responsible for the installation of a stormwater system (the "Stormwater System") and shall pay all costs associated with the design and initial installation of the Stormwater System. After the Stormwater System has been installed, the Association shall operate, maintain, repair, replace, and pay all costs associated with the portions of the Stormwater System located outside of the public right-of-way, except that all responsibilities and costs associated with sump pumps and related equipment shall be those of the Co-owner of the Unit to which the sump pumps and related equipment are appurtenant. All operation, maintenance, repair, replacement, and associated costs relating to portions of the Stormwater System located within the public right-of-way shall be the responsibility of the Kalamazoo County Road Commission.

f. Utility Bills. Each Co-Owner shall be responsible for payment of all utilities and services furnished to his or her Unit unless the Association affirmatively assumes responsibility for any such payments.

g. Co-owner Neglect. Notwithstanding any provision in this Section 4.3 or elsewhere to the contrary, to the extent that costs for decorating, cleaning, repairing, maintaining, or replacing any Common Elements or improvement within the Project are incurred by the Association or any Co-Owner due to the act or neglect of a Co-owner or his or her agent, invitee, family member or pet, such Co-owner shall be liable for such costs, and for all reasonable costs, including attorney fees, incurred in collecting such costs. All such costs incurred by the Association (including attorney fees and other costs of collection) shall be secured by a lien on the offending Co-owner's Unit and may be enforced and collected by use of all means available to the Association.

h. Entrance Signs and Related Improvements. Notwithstanding any provisions in this Section 4.3 or elsewhere to the contrary, the Association shall be responsible for installing, operating, maintaining, repairing, and replacing (and paying the costs of doing so) the entrance sign and related entrance improvements placed within the applicable easement within Unit 33 and the Co-owner of Unit 33 will be responsible for the grass and plants within the easement.

4.4 **Power of Attorney**. By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance, all Co-owners, mortgagees and other interested parties shall be deemed to have appointed the Developer (during the Development Period) and/or the Association (after the Development Period has expired) as their agent and attorney, to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.5 **Assignment and Reassignment**. A Limited Common Element may be assigned and reassigned, upon notice to any affected mortgagee, by written application to, and approval of, the Board of Directors by all Co-owners whose interest will be directly affected by the (re)assignment. Upon receipt and approval of such application, the Association shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed (re)assigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval of the amendment. If any directly affected Co-owner objects in writing to a proposed (re)assignment of a Limited Common Element, the Limited Common Element shall not be (re)assigned.

4.6 **No Separation**. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements and neither a Unit not a Common Element shall be used in any manner inconsistent with the purposes of the Project or in any other way which materially will interfere with, or impair the rights of, any other Co-owner in the use and enjoyment of the Co-owner's Unit or of the Common Elements.

4.7 **Alterations by Developer**. Until the Developer has sold all of the Units in the Project, the Developer may make such grading, landscaping, Unit boundary changes and relocations, and structural alterations as it deems necessary to any unsold Unit(s) and/or Common Elements, which are hereby designated (to the extent necessary) as "convertible areas," and such space may be converted, in the Developer's sole discretion, into portions of a Unit, General Common Elements or Limited Common Elements, or a combination of them by an amendment to the Master Deed which describes such changes. The responsibility for maintenance, repair and replacement of such modifications may be assigned as determined solely by Developer and without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the privacy or other significant attribute or amenity of any Unit sold by Developer which adjoins or is proximate to a modified Unit. In connection with any such amendment, the Developer may readjust boundaries of the affected Units, reduce the number of Units by combining two or more Units, and readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such Unit or Common Element modifications based upon the method of original determination of Percentages of Value for the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth by law or this Master Deed, to the proportionate reallocation of Percentages of Value of existing Units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

5.1 **Description of Units.** A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey, is set forth in the Condominium Subdivision Plan as prepared by Wightman. Detailed plans and specifications have been filed with the Township. Each Unit shall include the airspace located within Unit boundaries from and above a depth of twenty-five (25) feet below the surface of the ground and extending upwards to a vertical limit above the surface of fifty (50) feet, as shown on Exhibit B and delineated with heavy outlines.

5.2 **Percentage of Value.** The total value of the Project is one hundred (100), and the Percentage of such Value assigned to each of the Condominium Units of the Project shall be equal. The determination that Percentages of Value for all Units shall be equal was made after reviewing and comparing the characteristics of each Unit and how they would affect the expenses of administration of the Project and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. Except as may otherwise be provided in this Master Deed, the Percentages of Value shall be changed only in the manner provided by Article VIII, expressed in an amendment to the Master Deed, duly executed and recorded.

5.3 **Possible Modifications.** The number, size and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time, in Developer's sole discretion, by amendment effected solely by the Developer or its successors without the consent of any Co-owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that, notwithstanding any provision in the Condominium Documents to the contrary, no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or purchaser and mortgagee, if any, of the Unit. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentage of Value for the Project. Unless prior approval has been obtained from a title insurance company issuing policies to Unit purchasers, no Unit modified in accordance with this paragraph shall be conveyed until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the foregoing and, subject to the limitations set forth in this section, to the proportionate reallocation of Percentages of Value of existing Units which Developer or its successors may determine to be necessary in conjunction with the modifications. All such interested persons irrevocably appoint Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

ARTICLE VI

EXPANSION, CONTRACTION, CONVERSION AND RELATED RIGHTS

6.1 **No Expansion, Contraction, or Conversion**. Except to the extent that the Developer's reserved rights to change Units, relocate Units, and combine Units as described in Section 4.7 are deemed to involve elements of contraction or convertibility, the Developer has not reserved the rights to expand, contract, or convert.

ARTICLE VII

EASEMENTS AND UTILITIES

7.1 **Maintenance of Encroachments**. If any portion of a Unit or Common Element encroaches upon a Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance and restoration of the encroachment after repair or rebuilding in the event of damage or destruction. There shall also be perpetual easements in favor of the Association (and/or the Developer during the Development Period) for the maintenance and repair of all Units and Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility.

7.2 **Utility Easements.** Developer grants and reserves, for public and quasi-public utility purposes, perpetual easements over, under and across those portions of the Project designated on the Condominium Subdivision Plan as roadways, utility lines or easements. Such easements shall be for the benefit of itself, the Association, and any public or quasi-public utility company engaged in supplying one or more utilities or services, and their respective successors and assigns, for the purpose of installing, laying, erecting, constructing, renewing, operating, repairing, replacing, maintaining and removing all and every type of line, pipe or main with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction. Public and quasi-public utilities and other service providers shall have access to the adjacent Common Elements and to the Units at such times as may be reasonable for the installation, repair, maintenance, improvement or replacement of such services, and any costs incurred by the Association in modifying, changing, repairing or otherwise working on any Common Element of the Project to install, repair, maintain, improve or replace such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws unless such costs are reimbursed by the utility or other service provider.

7.3 **Storm Water Management**. Developer grants and reserves for the benefit of itself, the Association, and the Co-owners, and their respective successors and assigns, a perpetual easement appurtenant to the lands comprising the Project, as described from time to time in Section 2.1 of this Master Deed, and appurtenant to any land which the Developer may now own or later acquire, for storm water drainage purposes and water detention or ponding purposes over, under and across those areas of the Project and proximate land, if any, which are designated for such purposes on the Subdivision Plan. Surface drainage easements and Common Element areas used for drainage and/or detention purposes as shown on the Plan are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be maintained so as to achieve this intention. There shall be no construction within a drainage easement, including without limitation, swimming pools, sheds, garages, patios, decks or any other permanent structure that may interfere with storm water drainage. No Co-owner shall intentionally or unintentionally obstruct surface water flow to water detention, retention, or reception areas and any Co-owner who does so shall remove the obstruction and make such repairs and pay such damages within fifteen (15) days of service of the Associations written demand that they do so at the Co-owner's expense (or immediately upon demand, in case of emergency). If the Co-owner fails or requests to comply with the Association demand described in the preceding sentence, such failure shall be deemed to be a default of the Master Deed and the Association may, but is not required to, take such corrective and other actions as the Board, in its sole discretion, deems appropriate and charge all costs and expenses to the Co-owner in default. The Association may utilize such additional and other remedies as are available to it under Section 7.07 of the Condominium Bylaws and elsewhere under the Condominium Documents and applicable law, including reimbursement of attorney fees incurred by the Association. The Developer (and the Association after the Development Period) shall have the right to determine if any obstruction exists and to determine what repair or change, if any, is necessary to keep the conductors unobstructed. The Association shall be responsible for all maintenance, repair and replacement of the drainage system located within the Project, and all costs incurred in connection with the drainage system shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws (provided, however, that each Co-owner is responsible for the storm drainage areas within that Co-owner's Unit and for that Co-owner's sump pump system and that if the maintenance, repair or replacement is caused by any action or inaction of a Co-owner or a family member, guest, pet, invitee or other person for whom a Co-owner is responsible, the responsible Co-owner, upon demand, shall either pay, or reimburse the Association for, such costs).

7.4 **Emergency, Mail and Delivery Access.** There shall exist for the benefit of the Township, any emergency service agency, the United States Postal Service, package and document delivery services and other persons and entities invited to a Unit by a Co-owner for a legitimate purpose, a license to use all Common Elements in the Project needed for such specific uses. This license shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, package and document delivery services and other lawful governmental and private services to the Condominium Project and the Co-owners. This grant of a license shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

7.5 **General Easements During Development Period.** During the Development Period, Developer reserves an easement for pedestrian and vehicular ingress and egress purposes over and across the Common Elements of the Project to show Units to prospective purchasers and others and for all other reasonable purposes. This easement may be used by Developer and its successors and assigns, and by the guests and invitees of Developer, without charge.

7.6 **Possible Conveyance of Utilities.** The Developer reserves the right to grant specific easements for utilities over, under and across the Project to appropriate governmental agencies, and/or public utility companies and to transfer title of utilities and services to governmental agencies, utility companies and/or other third parties. Private rights of the Developer, Co-owners, mortgagees and Association in any road, utility or service conveyed or dedicated, shall terminate upon such conveyance or dedication to the appropriate utility company or government agency. Such conveyance shall be reflected by an appropriate amendment to the Master Deed and Subdivision Plan or documents of conveyance and recorded in the office of the Kalamazoo County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such conveyance and to any amendment or amendments to effectuate the dedication or conveyance.

7.7 **Right to Grant Future Easements**. Developer reserves the right, for a period of twenty five (25) years commencing on the date of recording of this Master Deed, to grant perpetual non-exclusive easements over, under and across the Common Elements of the Project (and any Units owned by the Developer within the Project) for the benefit of all lands adjoining or proximate to the Project and/or for the benefit of one or more Unit(s) in the Project, without the payment of any fee or charge whatsoever other than the reasonable cost of work performed, utilities consumed and/or maintenance required as a direct result of such use, to utilize, tap, tie into, service, maintain, extend, and enlarge all utility and service mains located in the Project, including, but not limited to, water, electric, gas, communications, sanitary sewers, sewer and storm mains, and any drainage areas and retention ponds and/or any other Common Element of the Project for its intended purpose(s). Any such easement may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person, and shall be evidenced by an appropriate written instrument recorded with the Kalamazoo County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such easements and to any amendments to this Master Deed that may be required to effectuate the foregoing grants of easement. In the event Developer utilizes, taps, ties into, extends, or enlarges any utilities, located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to its state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. If the Developer does utilize, tap, tie-in, extend, or enlarge any utilities, or if any easement is granted for the use of Common Elements as outlined above, the Developer (on behalf of itself or the beneficiary of the easement, as applicable) agrees to pay a proportionate share of the maintenance, repair and replacement of any such utilities, roadways, and/or Common Elements sharing the cost of same with the Association (or, if the Association is not paying such costs, then with the Co-owners of the Units utilizing those utility mains and/or Common Elements), based upon ratio of their relative use of the same as determined by a professional engineer chosen by the parties (or if the parties do not appoint an engineer, by an engineer appointed by a Court of competent jurisdiction). Developer may assign its rights under this paragraph to a third party owning the lands to be benefitted by the easement(s) whether or not the Developer has any interest in such lands. Only the Developer and the assigns of the Developer who have been specifically assigned such development rights in writing shall have any right to use an easement or the right to grant a future easement provided by this Section 7.7.

7.8 **Grant of Easements by Association.**

a. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered to grant such easements, licenses, dedications, rights-of-entry, and rights-of-way over, under, through and across the Common Elements for utility purposes, use and access purposes, or other lawful purposes as the Association deems necessary or appropriate including, without limitation, contracts for sharing of any installation of periodic subscriber services for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services; subject, however, to the consent of the Developer so long as the Development

Period has not expired, which consent may be conditioned on the payment of consideration inasmuch as the roadways and utilities within the Project were initially constructed by and/or paid for by Developer.

b. Upon an affirmative vote of not less than fifty-one percent (51%) of all members of the Association, the Association shall be vested with the power and authority to sign one or more petitions on behalf of all Co-owners of the Project, requesting the establishment of a special assessment district pursuant to provisions of applicable Michigan law for improvements of roads, water and/or sewer lines, drainfields, rivers, streams, and/or lakes within or adjacent to the Project, or for any other purpose for which a special assessment district may be formed. In the event that a special assessment district is established pursuant to applicable Michigan law, the collective costs assessable to the Project as a whole shall be borne by the Co-owners according to their respective Percentages of Value in the Project.

7.9 **Maintenance and Repair Easements**. There shall also be perpetual easements in favor of the Association (and/or the Developer during the Development Period or twenty five (25) years from the date this Master Deed was recorded, whichever is longer) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility.

7.10 **Designation of Common Utility Carrier**. The Association shall have the right to designate the utility and service carrier(s) who shall furnish gas, electric, local telephone, trash removal, cable television services, internet, and other utilities and similar services ("Utility Service") for the Project and/or to contract directly with utility and service providers on behalf of all Units of the Project. Any decision made by the Board of Directors of the Association for these purposes shall be binding on all Co-owners. All Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have appointed the Association as their attorney in fact for these purposes.

7.11 **Allocation of Cost**. The Board of Directors of the Association shall include any utility or service expense contracted for by the Association as a general expense of administration of the Association, unless such cost may be determined on a per Unit (or per "improved" Unit) basis at a reasonable cost and without unreasonable modification to any Units (both matters as determined by the Board of Directors), in which case it shall be treated as a special expense which shall be specially assessed against each Unit (or "improved" Unit) by the Association, based upon each Unit's relative utility or service consumption or selection of utility services. The Association may also determine a base level of service which shall be enjoyed by all Co-owners, such as for cable television and/or internet services and the Association may contract on behalf of all Units for such basic services and include the cost of such basic service as a general expense of administering the Project; any level of service beyond such basic level, such as premium cable television stations, shall be specially assessed against the affected Units who choose the additional service.

7.12 **Power of Attorney**. The Developer or, as the case may be, the Association, is irrevocably appointed the agent and attorney in fact for each co-owner and each mortgagee of the Project in order to accomplish the purposes described in this Article VII.

ARTICLE VIII

AMENDMENT AND TERMINATION

8.1 **Pre-Conveyance.** If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Master Deed (including Exhibits A and B) or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the office of the Kalamazoo County Register of Deeds.

8.2 **Post-Conveyance.** If there is a Co-owner other than the Developer, the Master Deed may be amended for a proper purpose only as follows:

a. Non-Material Changes. The amendment may be made and recorded by the Developer during the Development Period and thereafter by the Association without the consent of any Co-owner or mortgagee for any purpose which, in the opinion of a majority of the Association's Board of Directors, would benefit the Association and/or its members if the amendment does not materially alter or change the rights of any Co-owner or mortgagee. An amendment which does not materially change the rights of a Co-owner or mortgagee includes, without limitation: (i) an amendment to modify the number, types and sizes of unsold Units and their appurtenant Limited Common Elements; (ii) an amendment correcting survey or other errors in the Condominium Documents; (iii) an amendment for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the United States Department of Veteran Affairs, and/or any other agency of the federal government or the State of Michigan; (iv) an amendment deemed by the Developer (during the Development Period) or by the Association after the Development Period to be necessary in order for the Master Deed and/or the Association to comply with applicable law; and (v) an amendment to clarify or explain the provisions of the Master Deed or any other Condominium Document. A non-material amendment may be made and recorded by the Developer without the consent of the Association, the Co-owners or the mortgagees of the Project. Any non-material amendment which may be made by the Association must be approved by a majority vote of the Board of Directors acting on behalf of the Association without need for vote by the Co-owners.

b. Material Changes - No Consent Needed. An amendment may be made and recorded by the Developer during the Development Period and thereafter by the Association, even if it will materially alter or change the rights of Co-owners or mortgagees, without the consent of the Co-owners or mortgagees:

(1) To redefine Common Elements, to redefine any added, converted or contracted area, to allocate the Association's expenses among the Co-owners, to reallocate or adjust Percentages of Value in connection with any amendment made pursuant to this subsection (1), and to make any other amendment specifically described and permitted to Developer in any provision of this Master Deed;

(2) To modify the General Common Elements in the area of unsold Units;

(3) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed or to correct errors in the boundaries or locations of Units;

(4) To clarify or explain the provisions of the Master Deed;

(5) To comply with the Act or rules promulgated under the Act or to comply with any requirement of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Project;

(6) To make, define or limit easements affecting the Condominium Project;

(7) To record a Consolidating Master Deed or an amendment with an "as built" Subdivision Plan attached and/or to re-designate any improvements shown on the Condominium Subdivision Plan as "must be built" or "need not be built," subject to any limitations or obligations imposed by the Act;

(8) To exercise any right which the Developer has reserved to itself in this Master Deed;

(9) To terminate or eliminate reference to or assign any right which the Developer has reserved to itself;

(10) To facilitate conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the Federal Government or the State of Michigan;

(11) To comply with any requirement of any governmental or quasi-governmental entity, agency, or department, such as the Township or the health department; and

(12) To cause any such document to comply, as determined by the Board, with any law, rule, or regulation applicable to the Project.

Some of the types of amendments described above, such as those described in subsections (3), (4), (10), (11), and (12) are presumptively non-material in nature, but even to the extent they may be deemed to be material in nature, no Co-owner or mortgagee consent is required for any amendment made by the Developer and described in this subsection b.

c. Material Amendments – Consent Needed. Except as provided below or as provided by applicable law, amendments may be made to the Master Deed, even if they will materially alter or change the rights of Co-owners or mortgagees, but except as provided in subsection b above and Section 8.3 below, any amendment which will materially alter or change the rights of Co-owners or mortgagees can be adopted only with the consent of not less than two-thirds (2/3) of the votes of all Co-owners and mortgagees entitled to vote.

d. Developer Consent – Necessary. During the Development Period, no amendment may be made to the Master Deed or to any other Condominium Document without the written consent of the Developer. No amendment may be made to alter or eliminate any easement interests of the Developer or reserved rights of the Developer without the written consent of the Developer so long as those easement interests or reserved rights are in existence.

8.3 Mortgagee Consent.

a. Procedure. To the extent the Condominium Act or the Condominium Documents require a vote of mortgagees of Units in order to amend the Condominium Documents, the procedure described in this section applies, unless the Condominium Act is amended to provide different provisions pertaining to mortgagees and Master Deed amendments, in which case those different provisions shall control in the event of a conflict with the provisions contained in this section.

b. Control Date. The date on which the proposed amendment is approved by the requisite majority of Co-owners is considered the "control date."

c. Mortgagees Entitled to Vote. Only those mortgagees who hold a recorded first mortgage or a recorded assignment of a first mortgage against one or more Units in the Project on the control date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have one vote for each Unit in the Project that is subject to its recorded first mortgage, without regard to how many mortgages the mortgagee may hold on a particular Unit.

d. Notice. Except as may be specifically provided to the contrary in the Master Deed or the Act, mortgagees are not required to be given notice of, or appear at, any meeting of Co-owners except that mortgagees' approval of proposed amendments to the Master Deed shall be solicited through written ballots. Any ballot not returned within ninety (90) days of mailing shall be counted as approval for the proposed amendment. The Association shall give to each mortgagee entitled to vote a notice containing all of the following:

(1) A copy of the amendment or amendments as passed by the Co-owners;

(2) A statement of the date that the amendment was approved by the requisite majority of Co-owners;

(3) An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes;

(4) A statement containing language in substantially the form described in subsection (e) below;

(5) A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee;

(6) A statement of the number of Units subject to the mortgage or mortgages of the mortgagee;

(7) The date by which the mortgagee must return its ballot.

e. Special Statement. The notice required by subsection (d) above shall contain a statement in substantially the following form:

> "A review of the Association records reveals that you are the holder of one or more mortgages recorded against title to one or more Units in Wesley Farms, a Condominium Project. The Co-owners of the Project adopted the attached amendment to the Condominium Documents on __________, the control date. Pursuant to the terms of the Condominium Documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have one vote for each Unit that is subject to your mortgage or mortgages.
>
> "The amendment will be considered approved by mortgagees if it is approved by 66 2/3% of the mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days after this Notice, which date coincides with the date of mailing. Failure to timely return a ballot

will constitute a vote for approval. If you oppose the amendment, you must vote against it."

f. Mailing of Notice. The Association shall mail the notice required by subsection (d) to each first mortgagee at the address provided for notices in the mortgage or assignment.

g. Approval. The amendment is considered to be approved by the mortgagees if it is approved by sixty-six and two-thirds percent (66 2/3%) of the mortgagees whose ballots are received, or are considered to be received (because they were not returned by the deadline set forth below), by the entity authorized by the Board of Directors to tabulate mortgagee votes.

h. Deadline for Return of First Mortgagee Votes. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

i. Document Retention. The Association shall maintain a copy of the notice, proof of mailing of the notice, and the ballots returned by first mortgagees for a period of two (2) years after the control date.

j. Limitation on Mortgagees' Votes. Notwithstanding any provision of the Condominium Documents to the contrary, first mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

(1) Termination of the Project;

(2) A change in the method or formula used to determine the Percentage of Value assigned to a Unit subject to the mortgagee's mortgage;

(3) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage;

(4) Elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage;

(5) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage;

(6) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Project;

(7) Amendments requiring the consent of all affected mortgagees under Section 90(4) of the Act.

8.4 **Restrictions on Amendment**. Notwithstanding any other provision of this Article (but subject to the Act), the method or formula used to determine the Percentages of Value of Units in the Project, as described in Article V of this Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

8.5 **Project Termination.** If there is a Co-owner other than the Developer, the Project may be terminated only with written consent of the Developer and not less than eighty percent (80%) of the Co-owners and mortgagees, as follows:

a. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement or by written ratification of the termination agreement, and the termination shall become effective only when the agreement is so evidenced of record.

b. Upon recordation of an instrument terminating the Project, the property constituting the General Common Elements of the Project shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the General Common Elements immediately before recordation and each Co-owner shall become the sole owner of each Limited Common Element that was appurtenant to that Co-owner's Unit. As long as the tenancy in common lasts, each Co-owner or the heirs, successors, or assigns of the Co-owner shall have an exclusive right of occupancy of that portion of the property which formerly constituted his or her Unit.

c. Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

d. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who deposited funds. Proof of dissolution must be submitted to the Michigan Department of Licensing and Regulatory Affairs or its successor.

8.6 **Costs of Amendments**. The costs of preparing and recording each proposed amendment shall be presumed to be an expense of administration of the Association. Notwithstanding the foregoing, the costs of any amendment of the Master Deed which is made by the Developer for the benefit of the Developer shall be paid by the Developer and the costs of any amendment passed to benefit fewer than all of the Co-owners shall be paid by the benefitted Co-owners. Each proposed amendment shall be accompanied by a separate statement, which shall not be a part of the recordable amendment, designating who will be responsible for paying the costs of the amendment, but the failure to include any such statement shall not invalidate any duly adopted amendment. Co-owners of record shall be notified of each proposed amendment of the Master Deed not later than ten (10) days before the amendment is recorded.

8.7 **Effective Date.** An amendment to, or change in, the Master Deed, including its exhibits, shall be effective upon recordation with the Kalamazoo County Register of Deeds.

ARTICLE IX

ASSIGNMENT OF DEVELOPER RIGHTS

9.1 **Right to Assign.** Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the Kalamazoo County Register of Deeds.

ARTICLE X

LIMITATION OF LIABILITY

10.1 **Limitation.** The enforcement of any rights or obligations contained in the Condominium Documents against the Developer shall be limited to the interest of the Developer in the Project. No judgment against the Developer shall be subject to execution on, or be a lien on any assets of, the Developer other than the Developer's interest in the Project.

The Developer has duly executed this Master Deed on the day and year which appear in the opening paragraph of this Master Deed.

JMG Development Company, L.C., a
Michigan limited liability company,
By: The Joy Watts Trust, a member

By: ______________________________
Joy Watts, Trustee

STATE OF MICHIGAN)
) ss.
COUNTY OF Kalamazoo)

Acknowledged before me in Kalamazoo County, Michigan, on July 14, 2026, by Joy Watts, as trustee of the Joy Watts Trust, a member of JMG Development Company, L.C., a Michigan limited liability company, for the limited liability company.

____
* N. Tolmaes
Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8 · 12 · 30

* Please print or type name beneath signature line

EXHIBIT A

TO MASTER DEED OF WESLEY FARMS

CONDOMINIUM BYLAWS

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CONDOMINIUM BYLAWS

OF WESLEY FARMS

ARTICLE I

CONDOMINIUM PROJECT

1.01 Organization. Wesley Farms, a residential site condominium project located in Comstock Township, Kalamazoo County, Michigan (the "**Project**") is being developed so as to contain a maximum of thirty-three (33) building sites / Units. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an association of co-owners organized as a non-profit corporation (the "**Association**") under the laws of the State of Michigan. The entity created for this purpose is Wesley Farms Association.

1.02 Purpose and Compliance. The purpose of these Condominium Bylaws is to provide for the administration and governance of the Project. All present and future Co-owners, mortgagees, lessees and other persons who may use the facilities of the Project in any manner shall be subject to and comply with the provisions of Michigan's Condominium Act, Act No. 59, P.A. 1978, as amended (the "**Act**"), the Master Deed (including these Condominium Bylaws and the Condominium Subdivision Plan attached as Exhibits A and B, respectively, to the Master Deed), the Articles of Incorporation of the Association, the Association Bylaws, and the other Condominium Documents, as they may be amended from time-to-time. Each Co-owner shall bear responsibility for the conduct of his or her family members, guests, pets and invitees. The Association shall keep current copies of the Condominium Documents available for inspection at reasonable hours by Co-owners, prospective purchasers and prospective mortgagees of Units and others with interests in the Project. The acceptance of a deed, land contract or other document of conveyance, the entering into of a lease or the act of occupancy of a Unit shall constitute an acceptance of the provisions of the Condominium Documents and an agreement to comply with such provisions. The use of the property within the Project is also subject to all applicable local zoning and building and use ordinances. It is the obligation of each Co-owner and other person using any part of the Project to determine what local zoning and building and use ordinances, if any, affect the Project.

ARTICLE II

MEMBERSHIP AND VOTING

2.01 Membership. Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association during the period of the Co-owner's ownership of a Unit and no other person or entity shall be entitled to membership. Neither Association membership, nor the share of a member in the Association's funds and assets, shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Unit and any attempted assignment, pledge or transfer in violation of this provision shall be void. No Co-owner may resign or be expelled from membership in the Association as long as he or she continues to be a Co-owner.

2.02 Voting Rights. Except as limited in the Master Deed and in these Condominium Bylaws, voting on Association matters shall be as follows:

a. Weight of Vote. The Co-owner(s) owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the Percentage of Value assigned to the Unit as set forth in the Master Deed, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be in both value and in number. No cumulation of votes shall be permitted, except as may be set forth in any Condominium Document.

b. Directors. Directors of the Association shall be elected by a plurality of the votes cast at an election by members entitled to vote.

c. Other Action. When an action, other than the election of Directors, is to be taken by vote of the members, it shall be authorized by a majority of the votes cast by members entitled to vote, unless a greater plurality is required by the Condominium Documents or the Act.

d. Majority. A "majority vote" means a vote by more than fifty percent (50%) of the Association members present in person or by proxy or in any other manner permitted by the Condominium Documents and entitled to vote at a duly convened meeting at which a quorum is or was present.

2.03 Members Entitled to Vote.

a. Eligibility. No Co-owner, other than the Developer, shall be entitled to vote on any action of the Association until he or she has presented to the Board of Directors written evidence of ownership of a Unit in the Project or such other evidence that satisfies the Board that the person is a Co-owner. The type of written evidence of ownership which could meet the requirements of this subsection may be specified by the Board of Directors and provided to the Association on or before the record date for the action which is the subject of the vote or by such other deadline as the Board may establish. Unless otherwise decided by Rule or Board resolution, no Co-Owner is eligible to vote at any meeting of members if payment of any assessment on his or her Unit is delinquent by more than sixty

(60) days as of the record date for the action to be voted upon and the Co-owner is unable to prove to the Board's satisfaction that the delinquency has been cured as of the date and time of the vote.

b. **Developer.** Notwithstanding Subsection (a) above or any other provision in the Condominium Documents to the contrary, in recognition of the Developer's financial investment in the Project and its special interests in promoting the success of the Project and the market values of the Units, the Developer shall have one vote for each Unit for which it holds title without regard as to whether the Developer is required to pay assessments on the Unit(s) and whether the Developer owes any money to the Association.

c. **Record Date.** For purposes of determining the members entitled to vote at a meeting of members or any adjournment of such a meeting or entitled to express consent or dissent from a written proposal without a meeting, and for the purpose of establishing the validity of any other action, the Board of Directors may fix, in advance, a record date for the determination of members. If a record date is not fixed, then the record date for any such purpose shall be 11:59 o'clock p.m. on the day immediately before the day on which notice is given, or, if no notice is given, then 11:59 o'clock p.m. on the day immediately before the day on which the meeting is held or action is taken.

d. **Pre-Transitional Control Date.** Notwithstanding any provision in the Condominium Documents to the contrary and except to the extent necessary for the election of non-Developer, Co-owner elected Directors as required by Article IV of these Condominium Bylaws, no Co-owner other than the Developer shall be entitled to vote on any matter at any meeting of Co-owners prior to the first Annual Meeting of Members described in Section 3.01 of the Condominium Bylaws.

2.04 Certificate. The Co-owner entitled to cast the vote for the Unit and to receive all notices and other communications from the Association may be designated by a certificate signed by all the Co-owners of the Unit and filed with the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of every person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner of the Unit or Units. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit(s) concerned.

2.05 Voting Methods. Votes may be cast in person, by mail, by hand delivery, by signed proxy, or by any other method allowed by the voting procedures adopted by the Board in advance of the vote for a particular vote (provided that the methods do not violate the Condominium Documents or applicable law). In order to be counted, any written or electronic votes or votes cast by any other permitted means must be filed with the Board or the person designated to receive the votes before the end of the applicable meeting or such other voting deadline established by the Board before the conclusion of the meeting (if post-meeting votes will be accepted) or the voting deadline otherwise established by the Board in writing if no meeting is held.

2.06 Action without Meeting. Any action the members are required or permitted to take at an annual or special meeting, including the election of directors, may be taken without a meeting if the Association provides a ballot to each member that is entitled to vote on the action in the manner provided in Section 408 of Michigan's Nonprofit Corporation Act. The ballot provided to members shall set forth each proposed action, provide an opportunity for the members to vote for or against each proposed action, and specify a date by which the Association must receive the ballot in order for the ballot to be counted as a vote of the member (the date specified shall be not less than 20 or more than 60 days after the date the Association provides the ballots to the members). An action is considered approved by the members by ballot if the total number of members voting or the total number of member votes cast in ballots received by the Association by the date specified in the ballots equals or exceeds the quorum required to be present at a meeting to take the action, and the number of favorable votes equals or exceeds the number of votes that would be required to approve the action at a meeting at which the number of votes cast by members present was the same as the number cast by ballot.

ARTICLE III

MEETINGS AND QUORUM

3.01 Annual Meeting. An annual meeting of members for the election of Directors and for such other business as may come before the meeting shall be held as set forth in the Association Bylaws; provided however, that the initial annual meeting of the members of the Association shall be convened only by the Developer, which meeting shall not be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Project or fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit, whichever first occurs. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial annual meeting of members, but no such informational or other meeting shall be construed as the initial meeting of members.

3.02 Special Meetings. During the Development Period, the Developer may call special meetings of members at any time for informational purposes or other appropriate purposes. The Association Bylaws may also specify times when special meetings of members may be called.

3.03 Advisory Committee. In accordance with Subsection 52(1) of the Condominium Act, not later than one hundred twenty (120) days after the conveyance to non-Developer Co-owners of legal or equitable title to one-third of the Units in the Project (11 Units so long as the Project contains 33 Units) or one (1) year after the initial conveyance of legal or equitable title to a non-Developer Co-owner, whichever comes first, the Developer shall select up to three (3) non-Developer Co-owners to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Board of Directors and non-Developer Co-owners and to aid in the ultimate transition of control of the Association. The members of the Advisory Committee shall serve for one (1) year, or until their successors are selected, and the Advisory Committee shall automatically cease to exist on the Transitional

Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such reasonable times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two (2) such meetings each year unless both parties agree.

3.04 Notice. At least ten (10) days prior to the date of a meeting of members, written notice of the time, place and purpose of the meeting shall be mailed or otherwise delivered to each member entitled to vote at the meeting in accordance with the types of notice and delivery authorized in Section 13.02 of these Bylaws; provided, that not less than twenty (20) days written notice shall be provided to each member if any proposed amendment to the Master Deed, including these Bylaws or the Subdivision Plan, will be presented at the meeting. The notice provisions of this Section 3.04 shall not apply if the Association employs a written consent resolution to affect the action and Michigan law authorizes the use of such consent resolution.

3.05 Quorum of Members. The presence in person or by proxy of thirty percent (30%) in number of the Co-owners (including the Developer, so long as the Developer owns at least one Unit) entitled to vote shall constitute a quorum of members for any meeting of members.

ARTICLE IV

ADMINISTRATION

4.01 Board of Directors. The business, property, and affairs of the Association shall be managed and administered by a Board of Directors, all of whom must be members of the Association or officers, partners, members, trustees, employees or agents of entity members of the Association. Notwithstanding the foregoing, any person appointed to the Board by the Developer need not be a member of the Association. The Board, by Rule, may revise the qualifications which must be met for a person to qualify to be a Director (but no such Rule shall be effective before the expiration of the Development Period without the Developer's prior written consent). All Directors shall serve without compensation. The number of Directors shall be set forth in the Association Bylaws.

4.02 Phased Election of Directors by Co-owners. Section 52 of the Condominium Act describes the phasing of election of Directors by non-Developer Co-owners and is incorporated by reference (and in the event of any conflict between Section 52, as it exists or may be amended, and this Section 4.02, Section 52 shall control). For simplicity's sake, so long as the Project consists of thirty-three (33) Units and the Board consists of five (5) Directors, the following schedule for the election of Directors by non-Developer Co-owners shall apply:

a. **Upon Sale of Nine (9) Units.** Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of nine (9) Units, the non-Developer Co-owners shall be entitled to elect one (1) Director.

b. **Upon Sale of Seventeen (17) Units.** Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventeen (17) Units, the non-Developer Co-owners shall be entitled to elect two (2) Directors.

c. **Upon Sale of Twenty-Five (25) to Twenty-Nine (29) Units.** Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five (25) Units and before conveyance of such title to twenty-nine (29) Units, non-Developer Co-owners shall be entitled to elect all five (5) Directors; provided, however, that notwithstanding the foregoing, so long as the Developer owns and offers for sale at least four (4) Units, the Developer shall be entitled to appoint one (1) Director.

d. **54-Month Deadline.** Notwithstanding the schedules set forth in Subsections a – c above, if fifty-four (54) months after the first conveyance of legal or equitable title to a Unit to a non-Developer Co-owner, legal or equitable title to at least twenty-five (25) Units has not been conveyed to non-Developer Co-owners, the non-Developer Co-owners shall have the right to elect a number of Directors equal to the percentage of the Units owned by non-Developer Co-owners and the Developer shall have the right to designate a number of Directors equal to the percentage of Units owned by the Developer and for which assessments are payable by the Developer. The election and designation in this Subsection d may increase, but not reduce, the minimum election and designation rights otherwise established in Subsections a – c above. If the calculation of the percentage of Directors that non-Developer Co-owners have the right to elect under Subsections a – c or if the product of the number of Directors multiplied by the percentage of Units held by non-Developer Co-owners under this Subsection d results in a right of non-Developer Co-owners to elect a fractional number of Directors, a fractional number of 0.5 or greater shall be rounded up and less than 0.5 shall be rounded down. After application of the formula in this Subsection d, the Developer has the right to designate the remaining Directors. Application of this Subsection d does not eliminate the right of the Developer to designate one (1) Director as provided in Subsection c above.

e. **Developer Determines Resignations.** As non-Developer Co-owners elect Directors to the Board, the Developer shall select the Developer-appointed Directors who will resign from the Board.

4.03 Nomination of Directors. Persons qualified to be Directors may be nominated for election: (1) by the Board of Directors; or (2) by a nominating petition, signed by Co-owners representing at least two (2) Units (one of whom may be the nominee) and either signed by the nominee or accompanied by a document signed by the nominee indicating his or her willingness to serve as a Director, and submitted to the Board of Directors at least ten (10) days before the meeting at which the election is to be held; or (3) by nomination made from the floor at the meeting at which the election is held if the nominee is either present at the meeting and consents to the nomination or has indicated a willingness to serve as set forth in writing delivered to the meeting. This Section 4.03 does not apply to persons appointed to the Board by the Developer.

4.04 Term. The term of office for all Directors, except Directors of the first Board of Directors, shall be two (2) years, or until their successors are elected and qualified. Notwithstanding the foregoing, the terms of the Directors elected at the initial meeting of members held on the Transitional Control Date may be staggered so that all Board positions do not come up for vote at the same time.

a. **First Board of Directors.** The terms of office for the Directors of the first Board of Directors designated by the Developer, including any successor Directors designated by the Developer (collectively, the "First Board"), shall expire on the date their successors are elected by the Co-owners, unless terminated earlier by operation of Subsection b below. At any election of Directors by non-Developer Co-owners required by Section 4.02 above, the Developer shall be entitled to elect and/or designate Director(s) in accordance with Section 52 of the Act, as amended.

b. **Removal of Directors.** Except for the First Board of Directors, or any successor Director designated by the Developer, a Director or the entire Board may be removed with or without cause by a majority vote of the members entitled to vote. The Developer shall have the exclusive right to remove and replace any and all of the First Board of Directors or any Director designated by the Developer, at any time or from time to time, and in its sole discretion.

c. **Vacancies During Development.** As long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units remain that may be created, whichever is longer, the Developer shall have the exclusive right to designate persons to serve as Directors for the remaining unexpired term of any vacant Directorship; provided however, that only non-Developer Co-owners shall have the right to fill any vacancy occurring in a Directorship which was previously filled by an election of Co-owners other than the Developer.

d. **Subsequent Vacancies.** Vacancies in the Board of Directors which occur after the Developer no longer owns and offers for sale at least ten percent (10%) of the Units in the Project or which occur after ten percent (10%) of the Units that may be created are no longer unsold, whichever is longer, and which vacancies are 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 elected by vote of the Directors shall serve as a Director until a successor is elected and qualified at the next annual meeting of the Association or until the person is duly removed or no longer qualifies as the Director, whichever first occurs. Vacancies caused by the removal of a Director by a vote of the members of the Association shall only be filled by a vote of the members.

e. **Actions of First Board.** All actions of the First Board shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents.

4.05 Powers and Duties. The Board shall have all powers and duties necessary for the management and administration of the affairs of the Association and may do all acts and things that are not prohibited by the Condominium Documents or specifically required by the

Condominium Documents to be exclusively done and exercised by the Co-owners. In addition to the foregoing general duties and powers and those which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall have the following specific powers and duties:

a. Care, upkeep and maintenance of the General Common Elements, including the trimming, cutting down, planting, and/or cultivation of trees and other plantings and certain Limited Common Elements as set forth in the Condominium Documents;

b. Development of an annual budget, and the determination, assessment and collection of amounts required for the operation and other affairs of the Condominium Property and the Association;

c. Contract for and employ persons to assist in the management, maintenance, administration and security of the Project;

d. Subject to Section 7.06 of these Bylaws and other pertinent provisions of the Condominium Documents, adoption and amendment of Rules covering the details of the use of Condominium Project and operation and governance of the Association;

e. Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Project and the Association, and designating signatories required for such purposes;

f. Obtaining insurance for Project, the Association, and/or the Board, the premiums of which shall be an expense of administration;

g. Authorizing the execution, acknowledgement and delivery, on behalf of Co-owners, of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property interests of the Association;

h. Making repairs, additions and improvements to, or alterations of, the Project, and repairs to and restoration of the Condominium Property in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

i. Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and/or the operation of the Association and, upon written notice to all Co-owners, instituting actions on behalf of and against Co-owner(s) in the name of the Association (provided, however, that such notice need not be given with respect to actions where the primary purpose to collect unpaid assessments);

j. Establishing such committees as it deems necessary, convenient or desirable, and appointing persons to the committees for the purpose of implementing the management and administration of the Project and delegating to such committees any function or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;

k. Exercising such further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Condominium Documents;

l. Granting, on behalf of the Co-owners, concessions, easements or licenses for the use of the General Common Elements of the Project in furtherance of any of the purposes of the Association, including easements to utilize, tap, tie into and enlarge and maintain all utility mains or laterals located in the Common Element areas of the Project for water, gas, storm or sanitary sewer purposes, whether or not the same are dedicated;

m. Adopting, executing, acknowledging, and recording all amendments to this Master Deed and the other Condominium Documents unless such actions are required by law, or the Condominium Documents, to be taken by the Co-owners; and

n. Dedicating all or any portion of the General Common Elements to or for the use of the public.

4.06 Books and Records. The Association shall prepare and maintain books and records containing detailed accounts of the Association's expenditures and receipts and of the meetings of the Association's members and directors, and shall prepare and distribute to each co-owner at least once each year a financial statement, the contents of which shall be defined by the Association. The Association shall also prepare and maintain such other books and records that the law requires and that the Board of Directors deems necessary or appropriate. All books, records, contracts and financial statements concerning the administration and operation of the Project shall be available for examination by any of the Co-owners and their mortgagees at times and places mutually convenient to the requesting party and to the keeper of the documents to be examined. Reviews and audits of the Association's books, records and financial statements shall be governed by Section 57 of the Act, with the Association reserving the right, if it qualifies under the Act, to opt out, on any annual basis, of any annual review and/or audit requirements by an affirmative vote of a majority of the members by any means permitted under the Condominium Documents.

4.07 Right of Access. The Association and its agents shall have access to each Unit from time to time during reasonable working hours, and upon reasonable notice to the occupant of the Unit, for the purposes of enforcing the Association's rights and remedies after violation of the Condominium Documents and making emergency repairs necessary to prevent damage to other Units, the Common Elements or both; provided however, that nothing contained in this subsection shall be construed to permit the Association access inside the residence (including garage) constructed within each Unit without the express written permission of the Unit's Co-owner except in emergency situations when immediate access is deemed to be necessary to prevent significant injury or property damage.

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

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

4.10 Managing Agent. The Board may employ for the Association a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the powers and duties listed in Section 4.05, but ultimate power and authority for decisions shall reside in the Association and the Board, and not the management company or managing agent. The Developer or any person or entity related to the Developer may serve as Managing Agent if so appointed. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days after that date, and on thirty (30) days' notice at any time thereafter for cause.

4.11 Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of Officers of the Association and may contain any other provisions pertinent to Officers and Directors of the Association not inconsistent with these Condominium Bylaws. Officers may be compensated, but only upon a majority vote of all Co-owners entitled to vote.

4.12 Indemnification. All Directors and Officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of their actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association, upon ten (10) days' notice to all Co-owners, in the manner and to the extent provided by the Association Bylaws and/or any other Condominium Documents. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion. At least ten (10) days' prior written notice of any payment to be made under this Section shall be given to all Co-owners.

ARTICLE V

ASSESSMENTS

5.01 Determination of Regular Assessments; Budget. The Board of Directors shall, from time to time, and at least annually, adopt a budget for the Association which shall include the estimated funds required to defray common expenses of the Project for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and the Board shall allocate and assess such common charges ("**Regular Assessments**") against all Co-owners as set forth in Section 5.04 of these Condominium Bylaws. Upon adoption of an annual budget by the Board, copies of the budget shall be delivered to each Co-owner by any method allowed in Section 13.02 for the giving of notices and the Regular Assessment to be levied against each Co-owner for the ensuing year will be established based on the budget. The failure to deliver a copy of the budget to each Co-owner will not affect or in any way diminish the liability of any Co-owner for any existing or future assessments.

5.02 Increase of Regular Assessments During Fiscal Year. Absent Co-owner approval as provided in these Condominium Bylaws, Regular Assessments shall only be increased by the Board over the Regular Assessments budgeted in Section 5.01 above during a given fiscal year of the Association in accordance with the following:

a. If the Board shall find the annual budget as originally adopted is insufficient to pay the costs of operation and maintenance of the Common Elements and/or the budgeted costs of operating the Association; or

b. To provide for the replacement of existing Common Elements; or

c. To provide for the purchase of additions to the Common Elements if the costs of purchase do not exceed ten percent (10%) of that fiscal year's annual budget <u>and</u> the costs to operate, maintain, hold and repair the additions, are not anticipated by the Board to exceed ten percent (10%) of any of the Association's anticipated annual budgets for the three (3) fiscal years following the fiscal year of the additions; or

d. In the event of emergency or unforeseen development.

Any increase in Regular Assessments for a given fiscal year other than or in addition to the foregoing shall require approval by a vote of sixty percent (60%) or more of the Co-owners entitled to vote.

5.03 Administrative Expenses. The common expenses of the Project shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Project under the powers and duties delegated to it under the Condominium Documents and applicable law, and may include, without limitation, amounts to be set aside for working capital of the Association, for a general operating reserve, for a reserve fund as generally described in section 4.07 of these Condominium Bylaws and for meeting any deficit in the common expenses for any prior year. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance 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 Project shall be receipts of administration. The Association shall be assessed as the entity in possession of any tangible personal property of the Project owned or possessed in common by the Co-owners, and all personal property taxes on such property shall be treated as expenses of administration.

5.04 Levy of Assessments.

a. **Payment.** Except as may be provided otherwise in these Condominium Bylaws, all Regular Assessments shall be apportioned among and paid by the Co-owners based upon their respective Percentages of Value. As determined by the Board of Directors, Regular Assessments shall be payable in monthly, quarterly, semi-annual or annual installments, in advance, commencing with acceptance of a conveyance of a Unit, or with the acquisition of title to a Unit by any other means. The Board shall have authority to offer reasonable discounts for prepayments and/or other payment arrangements which, in the Board's opinion, benefit the Association. The Board also has the authority to establish preferred method(s) of payment, such as ACH payments, of Assessments and other charges payable to the Association. If the Board establishes preferred method(s) of payment, the Association may impose a surcharge or other fee for the use of non-preferred forms of payment.

b. **Possible Relief**. The Board of Directors, including the First Board, may relieve any Co-owner who has not constructed a residence within his or her Unit from payment, for a limited period of time, of all or some portion of his or her respective allocable share of the Association budget. The purpose of this provision is to provide relief from Association assessments until such Co-owner commences utilizing the Common Elements on a regular basis. Notwithstanding the foregoing, the Board of Directors is not obligated to reduce or abate the assessment of any Co-owner who has not constructed a residence within his or her Unit.

5.05 Determination of Special Assessments. The Board has the power to levy special assessments against all Co-owners and their Unit(s) and/or against those Co-owner(s) and the Unit(s) of Co-owner(s) that, in the Board's opinion either will benefit from the expenditure for which the special assessment was levied, or which are likely to cause, or will cause, the Association to incur any expense that will not benefit the entire Association. All special assessments levied against a Unit or Units shall be determined by the Board of Directors, after notice to the affected Co-owner(s) of such proposed special assessments. By resolution, the Board shall determine the terms of payment of any special assessment, and, where an assessment involves more than one Co-owner, equitably apportion the special assessment among Co-owners. Special assessments levied against Units to cover the expenses of administration of Limited Common Element areas shall be apportioned among the affected Co-owners according to their respective Percentages of Value or according to such other formula as may be determined by the Board to be equitable under the circumstances. If more than one affected Co-owner objects to the proposed special assessment or terms of payment in a written notice served on the Board no later than ten (10) days after service of the notice on the Co-owners, then the Board promptly shall schedule a meeting on the issue and the proposed special assessment shall be set aside or the payment terms revised if at the meeting forty percent (40%) of all Co-owners in the Project entitled to vote to set aside the assessment or revise the payment terms, as the case may be.

5.06 Collection of Assessments.

a. Lien. All assessments levied against a Co-owner by the Association which are unpaid constitute a lien upon the Units owned by the Co-owner at the time of the assessment, prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record recorded prior to the recording of any notice of lien by the Association. For purposes of this Subsection (a), the term "assessment" includes, without limitation, all Regular Assessments, all special assessments, all fines, interest, late charges, costs of collection (including attorney fees) and other sums owed to the Association by reason of a Co-owner's failure to adhere to the Condominium Documents. The lien upon each Unit owned by a Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Unit(s) no longer owned by the Co-owner but which became due while the Co-owner had title to the Unit(s).

b. Personal Obligation. Each Co-owner shall be personally obligated for the payment of all assessments levied with regard to his or her Unit during the time that he or she is the owner of the Unit, and no Co-owner may exempt himself or herself from liability for his or her contribution by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his or her Unit, or by any other action.

c. Acceleration; Late Charges. In the event of default by any Co-owner in paying an assessment or an installment of an assessment, the Board may accelerate and declare all unpaid installments of the Regular Assessments for the pertinent fiscal year and all unpaid installments of any special assessment immediately due and payable. In addition, the Board may assess on past due assessments reasonable late charges, as determined from time to time by Board resolution or by Rule. The late charges may be in the form of a one-time charge for a payment more than a certain number of days overdue, a daily charge from the due date until the date paid, a charge for each week or month (or portion thereof) that a payment is late and/or such other form(s) as the Board may determine from time to time by resolution or Rule.

d. Expenses. All expenses incurred in investigating and calculating delinquencies and in attempting to collect any sums owed to the Association, including assessments, late charges, interest, costs and reasonable actual attorney's fees, and any advances for taxes, other liens, or other sums paid by the Association to protect its lien for unpaid assessments, shall be deemed to be assessed by the Association against the Co-owner in default and while unpaid shall constitute a lien upon the Unit or Units owned by the Co-owner, unless the Board of Directors takes affirmative action to the contrary.

e. **Additional Remedies.** In addition to any other remedies available to the Association, the Association may enforce the collection of unpaid assessments by suit at law for a money judgment, by foreclosure of the statutory lien securing payment of assessments in the manner provided by Section 108 of the Act, as amended, or by any other procedure permitted by applicable law. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law for foreclosures by advertisement. **Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he or she was notified of the provisions of this subsection, including this power of sale, and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and of any hearing on the same prior to the sale of the subject Unit.** The Association shall have the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement, in the name of the Association on behalf of the Co-owners. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated in this subsection by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions, provided, however, that any foreclosure or pre-foreclosure procedures which by their nature and description would apply only to mortgages and not association liens (such as mortgage counseling) shall not be required as part of the assessment lien foreclosure process, and the process shall be further modified by the application of any applicable provisions of the Act. Unless Michigan law provides for a redemption period of a different duration, the redemption period for a foreclosure is six (6) months from the date of sale unless the Unit is abandoned, in which case the redemption period is one (1) month from the date of sale. Unless the Board of Directors establishes a different default interest rate by Rule or resolution, the Co-owner in default shall pay to the Association, upon demand, and the Association is entitled to receive, reasonable interest on the principal amount owed to the Association from the date due to the date paid at the rate of seven percent (7%) per annum or the highest rate permitted by law, whichever is lower, and the expenses, costs and attorney fees for foreclosure by advertisement or judicial action.

f. **Notice of Lien.** A foreclosure proceeding may not be commenced without the recordation and service of a notice of lien in accordance with either the requirements of Section 108 of the Act (if different from the following provisions) or the following provisions:

(1) The notice of lien shall set forth:

(a) The legal descriptions of the Unit(s) to which the lien attaches;

(b) The name(s) of the Co-owner(s) of record of the Unit(s); and

(c) The amount due to the Association at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.

(2) The notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain other information as the Association may deem appropriate.

(3) The notice of lien shall be recorded in the office of the Kalamazoo County Register of Deeds and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of commencement of the foreclosure proceeding.

g. **Cumulative Remedies**. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the delinquent Co-owner or anyone claiming under the Co-owner. The Association may also discontinue the furnishing of any services to a Co-owner in default in the payment of assessments upon seven (7) days' written notice to such Co-owner of its intent to do so. A Co-owner in default in the payment of assessments shall not be entitled to utilize any of the General Common Elements of the Project and, as provided in Section 2.03 of these Bylaws, might lose voting privileges; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from his or her Unit. The foregoing rights of the Association with respect to a Co-owner in default for the payment of an assessment are cumulative, and not alternative, and will not preclude the Association from exercising multiple remedies and such other remedies as may be permitted and available at law or in equity.

h. **Association Actions**. The Association, acting on behalf of all Co-owners, may bid at the foreclosure sale, and acquire, lease, mortgage, or convey the Unit. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien. Actions for money damages and foreclosure may be combined in one action. Any restrictions on leasing a Unit contained in the Condominium Documents shall not apply to any Unit owned by the Association during the period of the Association's ownership of the Unit.

i. **Liability for Assessments During Redemption Period**. Unless otherwise specifically provided by applicable law and in addition to any liability they may have to pay other assessments, the Co-owner of a Unit subject to foreclosure, and any purchaser, grantee, successor or assignee of the Co-owner's interest in the Unit, are liable for assessments by the Association chargeable to the Unit that became due on or after the date of any foreclosure sale and on or before expiration of the period of redemption, together with interest, protective advances made by the Association and attorney fees.

j. **Priorities**. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit and all other sums owed by the selling Co-owner to the Association shall be paid out of the sales price by the purchaser in preference over any other assessment or charge of whatever nature except the following: (a) amounts due the State, any subdivision of the State, or any municipality for taxes and/or special assessments due and unpaid on the Unit; and (b) payments due under a first mortgage having priority over the unpaid assessments.

5.07 Application of Payments. All payments on account of assessments in default shall be applied in the following manner: first, to costs of collection and enforcement of payment, including reasonable actual attorney fees and amounts paid to protect the Association's lien; second, to any interest and charges for late payment on such installments; and third, to installments in default in the order of their due dates.

5.08 Financial Responsibility of the Developer. The following provisions govern the financial responsibilities of the Developer and any Residential Builders with respect to the payment of Regular Assessments and special assessments levied by the Association:

a. **Pre-Turnover Expenses.** Prior to the Transitional Control Date, the Developer and any Residential Builder will not be responsible for any payment to the Association, including Regular Assessments and special assessments, on a Unit owned by the Developer or Residential Builder until such time as the Unit contains a completed residence; provided, however, that it will be the Developer's responsibility to keep the books balanced and to avoid any deficit in operating expenses. At the time of the initial meeting of members, the Developer shall ensure that the general operating account of the Association does not have a negative balance and that the Reserve Fund described in Section 4.07 of these Bylaws contains an amount equal to at least ten per cent (10%) of the then current annual budget of the Association.

b. **Post-Turnover Expenses.** After the Transitional Control Date has occurred, the Developer and any Residential Builder will not be responsible for any payment to the Association, including Regular Assessments and special assessments, on a Unit owned by the Developer or Residential Builder until such time as the Unit contains a completed residence.

c. **"Completed Residence".** For purposes of this Section 5.08, a "completed residence" means an occupied residential structure or a residential structure with respect to which a certificate of occupancy or its equivalent has been issued by the applicable local authority, but neither the Developer nor a Residential Builder shall be required to pay Regular Assessments on a "model home" or office.

d. **Exempted Costs.** In no event will the Developer be liable for the portion of any Regular, general or special assessment levied to finance litigation or other claims against the Developer or any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

e. **Act to Govern.** As long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of the Condominium Documents and of the Act.

5.09 Creditors. The authority to levy assessments pursuant to this Article V is solely for the benefit of the Association and its members and shall not be exercised by or for the benefit of any creditors of the Association. Nothing contained in these Bylaws shall be construed to impose personal liability on the members of the Association for the debts and obligations of the Association.

5.10 Buy-in Fees. At the closing of the sale of a Unit by a Co-owner other than the Developer, the seller and buyer are jointly and severally obligated to pay to the Association a "buy-in fee" of Five Hundred Dollars ($500) and by contract, the seller and buyer may allocate between themselves the obligation to pay some or all of the buy-in fee, but if the buy-in fee is not paid to the Association at closing, the Association is entitled to collect the buy-in fee from the purchaser and enforce payment utilizing any and all remedies available to the Association under applicable law and the Condominium Documents, including the remedies available for unpaid assessments described in this Article V. When the Developer sells a Unit, the buyer shall pay to the Association at closing a buy-in fee of Five Hundred Dollars ($500). The buy-in fee is owed only for transactions where money or other consideration is paid for the Unit (excluding any foreclosure). By Rule, the Board may change the amount of the buy-in fee but no proposed change in the buy-in fee shall be effective during the Development Period without the prior written consent of the Developer. The Association may use the revenues generated by the buy-in fees for all purpose(s) deemed appropriate by the Board including, without limitation, to pay administrative expenses and to help build the reserve fund described in Section 4.08.

ARTICLE VI

TAXES, INSURANCE, EXTENSIVE DAMAGE AND EMINENT DOMAIN

6.01 Taxes. All special governmental assessments and real property taxes shall be assessed against the individual Units and not against the total property of the Project or any phase of the Project, except for the year in which the Project or any phase was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in any such year shall be expenses of administration of the Association and shall be specially assessed against the Units in proportion to the Percentage of Value assigned to each Unit. Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project.

Assessments for subsequent real property improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other Units or parts of Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership of the Unit.

6.02 Insurance. The Association, to the extent deemed appropriate by the Board of Directors and to the extent such insurance is available, shall obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, public liability insurance, director and officer liability coverage and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All such insurance selected by the Board shall be purchased by the Association as an administrative expense and shall be for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

a. **<u>Co-Owner Responsibilities</u>**. Each Co-owner shall be responsible for obtaining casualty insurance at the Co-owner's own expense with respect to the house, garage, driveway, landscaping, and all other improvements constructed or to be constructed within the Co-owner's Unit, and for any Limited Common Elements (including, but not limited to, the part of any driveway serving the Co-owner's Unit which is outside the boundaries of the Unit) solely appurtenant to his or her Unit in an amount not less than the amount required to repair or replace the house or other improvement to substantially the same condition it was in before the casualty. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his or her Unit or elsewhere in the Project, for personal liability for occurrences within his or her Unit and elsewhere in the Project and, if the Co-owner so desires, for alternative living expenses in the event of fire or other casualty causing temporary loss of use of the improvements within the Unit. Each required policy obtained by a Co-owner shall provide that the policy coverage can't be canceled or substantially changed without at least thirty (30) days prior written notice to the Association unless a policy containing substantially the same coverage is simultaneously obtained by the Co-owner. Each Co-owner shall provide the Association, promptly after receipt of written demand and at such other times as the Association shall determine by Rule and/or Board resolution, such written proof of insurance and evidence of compliance with this Section 6.02 as the Association may require. If a Co-owner fails to provide the Association with proof that the Co-owner's house is insured against casualty as required by the Association, the Association may, but it not required to, obtain such insurance and the amount paid for the premium and late charges at the rate of seven percent (7%) per annum plus such other charges as may be imposed by Rule or resolution, shall be assessed against the Co-owner and shall be paid by the Co-owner within ten (10) days of the date of service of the written notice of assessment on the Co-owner. The Association may, but is not required to, monitor Co-owner compliance with this Subsection.

b. **<u>Association Responsibilities</u>**. The Association shall obtain proper insurance as required by the opening part of this Section 6.02, including, without limitation, appropriate coverages for the retention basin, signs, and other General Common Elements for which it is responsible. All expenses for such insurance shall be a general expense of administration of the Association, except for any special endorsements requested by a Co-owner or mortgagee, the cost of which shall be specially assessed by the Association against all of the Co-owners of the Units who request and/or are benefitted by such endorsement. All such property and liability insurance purchased by the Association shall be for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear.

c. **Limited Common Elements Appurtenant to Multiple Units**. The Association shall require the pertinent Co-owners to insure and provide proof of insurance for such Common Elements of the Project, if any, that are appurtenant to more than one Unit (but fewer than all Units) against fire and other perils covered by a standard extended coverage endorsement and vandalism and malicious mischief insurance, and for personal liability for occurrences within such Limited Common Element, to the extent applicable and appropriate, and in an amount to be determined from time to time by the Board. To the extent possible, all expenses for insurance relating to such Limited Common Elements shall be specially assessed by the Association against the Co-owners of the Units to which the Limited Common Elements are appurtenant.

d. **Association Not Responsible.** Except as may be otherwise provided in the Condominium Documents, the Association shall not be responsible in any way for maintaining insurance with respect to Limited Common Elements which are appurtenant to a single Unit or with respect to the Units or any improvements constructed within the Units.

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

f. **Waivers of Subrogation.** The Association and all Co-owners shall use their reasonable best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurers waive their rights of subrogation as to any claims against any Co-owner or the Association.

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

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

i. **Premium Expenses.** Except as may be otherwise set forth in the Condominium Documents, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

j. **Notice of Changes.** Each insurance policy obtained by the Association shall provide for at least ten (10) days' notice to the Association and to all holders of recorded first mortgages and guarantors of record of those mortgages before the insurer can cancel or substantially modify such policy in a manner that may be significantly adverse to such mortgagees, guarantors and the Association unless a policy of insurance providing substantially the same coverage is simultaneously obtained by the Association.

6.03 Reconstruction and Repair.

a. **Co-owner Responsibility.** If any house, garage or other improvement which a Co-owner is required to insure is damaged or destroyed, the Co-owner shall use the insurance proceeds to restore the affected improvements to substantially the same conditions they were in before the damage or destruction. The Co-owner must restore the damaged or destroyed house, garage, or other improvement to substantially the same condition it was in immediately prior to the damage or destruction (or better condition) regardless of whether the insurance proceeds are sufficient to pay the entire costs unless eighty percent (80%) of all Co-owners entitled to vote at a meeting called for such purpose to allow the Co-owner to avoid all or some of the Co-owner's reconstruction responsibilities. All reconstruction must be performed in accordance with the requirements of Article VII of these Condominium Bylaws, and with all other requirements of the Condominium Documents.

b. **Association Responsibility – Sufficient Proceeds.** If any part of the Condominium Property is destroyed or damaged for which the Association has responsibility for repair or reconstruction, and the proceeds of the insurance policy or policies payable by reason of the damage or destruction are sufficient to reconstruct the property which has been destroyed or damaged, the proceeds shall be used for such purpose. As used in this Section 6.03, "reconstruction" means the restoration of the Condominium Property to substantially the same condition that existed before the damage or destruction occurred.

c. **Association Responsibility – Insufficient Proceeds.** If a Common Element which the Association is required to insure is damaged or destroyed and is not insured against the peril causing the loss, or if for any other reason the proceeds of the insurance policy or policies payable by reason of the damage or destruction are insufficient to reconstruct the Common Element in the manner described above, the Common Element shall be reconstructed unless eighty percent (80%) or more of all Co-owners vote at a meeting not to reconstruct the Common Element. Any such meeting shall be held within thirty (30) days following the final adjustment of the insurance claims, if any, or within ninety (90) days after the casualty happens, whichever first occurs. At any such meeting, the Board or its representatives shall present to the Co-owners an estimate of the cost of the reconstruction and the estimated amount of special assessments to be levied against each Unit in order to pay for reconstruction. If the property is reconstructed, any insurance proceeds received shall be applied to reconstruction, and special assessments may be levied against the Units in order to pay the balance of the reconstruction costs.

d. **Compliance with Act**. If the property which is damaged or destroyed is not insured against the peril causing the loss, or if for any other reason the proceeds of the insurance policy or policies payable by reason of the damage or destruction are insufficient to reconstruct the property in the manner described in this Section, and if provision for neither reconstruction nor withdrawal is made pursuant to subparagraphs of this Section 6.03, the provisions of the Act shall apply.

e. **Special FHLMC Notice of Damage or Taking**. If any mortgage in the Project is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon written request by FHLMC, the Association will give it written notice at such address as it may, from time to time, direct of any loss or taking of the Common Elements covered by a mortgage purchased in whole or in part by FHLMC which exceed Ten Thousand Dollars ($10,000.00).

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

a. **Units**. In the event of the taking of all or any portion of a Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, the Co-owner and his or her mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project and shall execute and deliver in recordable form all recordable documents requested by the Association to evidence the investment of interests.

b. **Common Elements**. In the event of the taking of all or any portion of the Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of sixty-six and two-thirds percent (66 2/3%) or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate; provided, however, that if the taking of any improved Common Elements would deprive a Unit of access of any other necessary feature, the improvement or other feature shall be replaced with substantially similar replacements using the condemnation proceeds and, if necessary, Association funds.

c. **Amendment to Master Deed**. In the event the Project continues after taking by eminent domain, the remaining portion of the Project shall be re-surveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing value of the Project of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner or the Co-owners as a group.

d. **Notice to Mortgagees**. In the event any Unit, the Common Elements or any portion of them is made the subject matter of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the

Association shall promptly notify each institutional holder of a first mortgage lien, and any guarantor of such lien of which the Association has actual notice, of the Units substantially affected by the proceeding.

e. **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

7.01 Residential Use. The Units shall be used exclusively for single family residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a residence and residential purposes incidental to use of the residence within the Unit. For purposes of the Condominium Documents, "Single Family" means one (1) person or a group of two (2) or more persons who live together as a single housekeeping unit having a demonstrable and recognizable permanent bond characteristic of a cohesive group of people, expressly not including any group of people such as a fraternity, sorority, club, college students, or other similarly-situated individuals where a common living arrangement is temporary. The Board, by Rule, may revise this definition of "Single Family."

7.02 Home Occupations. Home occupations conducted entirely within the house (and not any part of the Common Elements), without a sign or other display indicating that the house is being used in whole or in part for any purpose other than a single family dwelling, participated in solely by members of the immediate family residing in the house, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the building, are expressly declared to be incidental to primary residential use if the home occupation is approved in writing by the Developer during the Development Period and by the Board thereafter. It shall be the responsibility of any Co-owner wishing to conduct a home occupation to obtain any required approval or permit from local governmental authorities or other third parties. To the extent permitted by law, no building intended for business uses, and no use of any Unit as an apartment house, rooming house, day care facility, foster care residence or other commercial use of any kind shall be permitted or operated within the Project.

7.03 Common Elements. The General Common Elements shall be used only by the Co-owners and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other customary purposes incidental to use of the Units; provided, however, that any roadways, sidewalks, stormwater detention basins, storage areas or other common areas designed for a specific use shall be used only for their obvious intended purposes and any other purposes approved in writing by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, but shall be subject to any lease, concession or easement presently in existence or entered into by the Developer or the Association, acting through the Board, at some future time.

7.04 **Architectural Control and Review.** By accepting a Deed or other instrument conveying any interest in any portion of Wesley Farms, each Co-owner acknowledges that, as the Developer of Wesley Farms, the Developer has a substantial interest in ensuring that the improvements within Wesley Farms enhance the Developer's reputation as a community developer, do not impair Developer's ability to market, sell, or lease the other Units or land that may be developed in the future, and which make the Association's members proud to live in Wesley Farms. Therefore, each Co-owner agrees that no activity within the scope of this Article VII shall be commenced upon such Co-owner's Unit unless and until the Architectural Review Committee has given its prior written approval for such activity, which approval may be granted or withheld in the Architectural Review Committee's sole discretion. An Architectural Review Committee ("ARC"), to be appointed from time to time by the Developer, shall review plans and specifications for all buildings, structures, mailboxes and/or delivery boxes, modifications, and improvements within the Project. No building, structure, or other improvement shall be constructed within the perimeter of a Unit or elsewhere on the Project, nor shall any exterior modification be made to any existing building, structure, or improvement, unless plans and specifications containing such detail as the ARC may reasonably require, have first been approved in writing by the ARC; provided, however, that consistent with Subsection 4.3a of the Master Deed the ARC will not have approval or disapproval power over initial installation or changes to lawns and landscaping, but lawns and landscaping shall be subject to the provisions of subsection 4.3d of the Master Deed. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. ALONG WITH THE PLANS AND SPECIFICATIONS, THE CO-OWNER WILL SUBMIT THE NAME OF ITS PROPOSED BUILDER FOR APPROVAL BY THE DEVELOPER, WHICH APPROVAL MAY BE GIVEN OR WITHHELD IN WRITING BY THE DEVELOPER IN ITS SOLE DISCRETION.

Until such time as dwellings have been constructed within all of the Units, Developer shall designate the members of the ARC who shall not be required to be owners of Units in the Project. Promptly after completion of construction of the final dwelling in the Project, Developer representatives shall resign from the ARC and the Board of Directors of the Association shall appoint three (3) new members to the ARC. Thereafter, each year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint three (3) members to serve on the ARC, some or all of whom may be Board Directors. Developer may delegate the right to designate the members of the ARC to the Association prior to the completion of construction of the final dwelling in the Project, in Developer's sole discretion.

Prior to commencement of construction and prior to any clearing or tree cutting, one (1) copy of site plans and architectural drawings must be furnished to the ARC for approval. No construction of a building, wall, swimming pool, fence, shed, or other structure shall commence, nor shall any clearing occur, until the plans showing the nature, kind, shape, height, colors, materials and location of the improvements have prior written approval from the ARC. The Developer encourages Unit Co-owners to schedule a preliminary design review with the ARC before completing detailed plans and specifications. The plans must be to scale and include a site plan with all improvements indicated, including a basement/foundation plan, floor plans, storm sewer and roof drainage plans, and exterior elevations complete with a type of material list and color samples of all exterior building materials. One set of all plans will be retained by the ARC regardless of approval or disapproval.

A written request for approval must be signed and dated and submitted to the ARC along with one (1) set of plans. The ARC shall have thirty (30) calendar days from receipt to approve or to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, storm sewer and roof drainage plans, or building location plans. The ARC may refuse to approve any submissions which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such submissions, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the general quality and external design, the site upon which it is proposed to be constructed, the proposed location within the Unit, the location and elevation of structures within adjoining Units and the degree of harmony thereof with the Project as a whole. If the ARC does not approve a submission, the notice of disapproval must state the reason(s) for the disapproval and the Co-owner and contractor shall be entitled to revise and re-submit a written request for approval.

The ARC may require any contractor constructing a residence in the Project to sign a Contractor's Agreement which requires the contractor to strictly comply with the requirements and restrictions of the Condominium Documents. Any contractor who fails to sign such an Agreement will not be allowed to construct any residence in the Project.

In addition to the other remedies described in the Condominium Documents, the ARC is authorized to impose a fine of up to one thousand dollars ($1,000.00) on any contractor who commences and/or permits construction or grading or clearing of any Unit without the prior written approval of the plans and specifications by the ARC. The Co-owner of the affected Unit shall be jointly and severally liable for the fine, which may be enforced under the provisions of Article V of these Condominium Bylaws, including the provision pertaining to the recovery of the Association's costs and attorney fees incurred in enforcement.

No changes to the plans or the contractor involved may be made without the written consent of the ARC. Such approval may be granted or denied in each case at the ARC's sole and absolute discretion. The approval or disapproval by the ARC in one or more cases will not oblige the ARC to grant approval or disapproval in any other cases.

Approved plans may not be altered in any way so as to change the exterior appearance of a building or other structure. Neither the ARC nor the Association is responsible for any defects in the plans, specifications, and other materials submitted for approval or in the building or structure erected according to such plans, specifications, and other materials.

Appeals from a decision of the ARC may be made to the Board of Directors in writing within twenty (20) business days following an adverse decision of the ARC. The Board of Directors shall hold a hearing on such appeal within twenty (20) business days following receipt of such written appeal. The Board of Directors may reverse the decision of the ARC only if it finds that such decision was clearly contrary to the standards for approval set forth in these Bylaws or was made for reasons not consistent with the duties and obligations of the ARC.

All approvals required by this section shall comply with the following, unless any of the following construction requirements are changed by Rule:

a. Design Standards. The design standards for residences are intended to promote consistency of architecture and landscape design. In that regard, the ARC may adopt such design standards as may be necessary and reasonable in order to promote a harmonious and consistent architectural theme or style throughout the Project. The Developer also encourages Unit Co-owners to schedule a preliminary design review with the ARC before completing detailed construction plans and specifications.

b. Construction Materials. All residences shall be constructed only with new exterior materials, consisting of brick, stucco, stone, masonry materials, vinyl siding, fiberglass composite, and fiber cement, or any combination of these materials utilized on a uniform basis, subject to architectural review and approval by the ARC. No exterior shall use asbestos materials. All buildings, alterations, and improvements shall be of first-class quality of workmanship and materials, and shall be of first class and harmonious construction and design. The outside roof and walls of garage, accessory and storage buildings shall be constructed with similar material to the dwelling. Driveways must be of hard surface material between the garage and the paved road. Children's play sets must be located in rear yards only.

c. Single Family Dwelling and Setbacks. No residential building shall be erected, altered, placed or permitted to remain on any Unit other than one single-family dwelling. Building setback requirements for each Unit are stated on the Condominium Subdivision Plan attached to the Master Deed as Exhibit B, and shall be complied with.

d. Size of Residences. No residence shall be constructed on any Unit with less than the following size of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, basements (whether full or walkout) and terrace level construction:

one story home: 1,400 square feet on the main level
one and one half story home: 750 square feet on the main level
two story home: 750 square feet on the main level

e. Garages, Sheds and other Outbuildings. All garages, sheds and other outbuildings must be approved before construction by the ARC, comply with the requirements of the applicable Township Zoning Ordinances, and must conform substantially in design, elevation, color and materials with the exterior design of the principal residence. The maximum size of a detached garage, shed, pole barn or other outbuilding must comply with all Township and other applicable governmental requirements and a total of only one (1) of any of these types of structures may be added to a Unit. Each residence must be equipped with an attached garage of no less than two (2) stalls and not more than three (3) stalls.

f. Fences. No fence shall be erected on a Unit except as may be approved in writing by the ARC; provided, further, that if a Co-owner intends to install an in-ground pool, installation of a fence around the pool will be required and the pool and fence will require the prior written approval of the ARC. The height of each such fence shall be a maximum of six (6) feet above surface ground level or the maximum height required by the Township or other applicable governmental entity. Co-owners must contact the Township concerning fence restrictions and requirements, comply with all applicable governmental requirements, and promptly after request, provide the ARC with proof of such compliance.

g. Swimming Pools. No above-ground swimming pool will be permitted. All in-ground pool locations must be approved in writing by the ARC before any physical change is made to the Unit for the pool.

h. Signs, Flags, and Banners. No sign, flag, or banner will be displayed on any Unit unless the size, form and location of each such item are first approved in writing by the ARC; provided further that one (1) "for sale" sign of attractive appearance may be displayed by or on behalf of a Co-owner without prior ARC approval so long as it does not exceed eight (8) square feet. However, the ARC may require the removal of any such "for sale" sign deemed by it to be offensive or unsightly. Address numbers for each Unit, the design of which are subject to the approval of the Developer during the Development Period and thereafter by the Association, will be required. The provisions in this subsection h restricting the use, size, and features of signs, flags, and banners shall not apply to the Developer or any Residential Builder. Nothing in the Condominium Documents will be construed to prevent the Developer or Residential Builder from erecting, placing, or maintaining offices, signs, flags, and banners as may be deemed necessary by the Developer or Residential Builder in connection with the construction of improvements and the sale of Units. The Association may adopt Rules regarding "seasonal signs" such as those used during political campaigns, holiday seasons and sports seasons.

i. Satellite Dishes

(i) All satellite dishes, whether permanent or temporary, shall be attached to the outdoor side or rear wall of the house or garage or placed in the side or rear yard on a pole of a height and at a location approved in writing by the ARC.

(ii) All satellite dishes shall be placed in an area approved by the ARC. The placement shall not exceed an envelope area of four (4) feet horizontally from the side of the house or garage and four (4) feet vertically from grade level.

(iii) The size of all satellite dishes shall not exceed a diameter of thirty-six (36) inches.

(iv) There shall be no placement of any satellite dish in the front yard (i.e. between the road and the house) unless the criteria stated above cannot be met due to the required line-of-sight with the satellite.

(v) Satellite dishes may be located outside the criteria set forth above if the applicant can show that such placement would not permit a satellite dish to receive signals from the satellite due to obstructions or sight line interference. The exact location and height of the satellite dish rests with the discretion of the ARC.

(vi) The ARC may require landscaping or other conditions in addition to the stated criteria so as to hide or blend the satellite dish with the surrounding topography, landscape or other structure.

j. **Construction Time, Occupancy, and Landscaping**. Construction, when started, shall be completed within twelve (12) months. No residence shall be occupied prior to the time an Occupancy Permit is issued by the Building Inspector nor before all exterior work, including painting and staining, the paving of driveways, and the removal of construction debris, including brush and stumps, has been completed. Landscaping, including the seeding or sodding of lawn areas and the planting of shrubs and trees, shall be completed within forty-five (45) days of the date of occupancy. All front yards (parts of Units between the house and street) shall have lawns and landscaping. Corner Units (Units 23, 25, and 33) shall be deemed to have two front yards. If a residence is first occupied on or after November 1, and the completion of the paving, exterior painting, staining, and landscaping requirements are not feasible or possible, the work shall be completed not later than the next June 30.

k. **Construction Damage**. Any damage to any Common Element or any Unit done during construction by a Unit owner, or someone acting on a Unit Co-owner's behalf, shall be immediately repaired at the expense of the individual Co-owner, and the cost shall not be borne by the Association or the Developer.

l. **Mailboxes and Delivery Boxes**. Mailbox and delivery box size, style and design shall be specified by the Developer and, after expiration of the Development Period, the Association, and installed by each Co-owner, at the Co-owner's expense. If a mailbox or delivery box needs to be replaced it must be of the same size, color, style and design as the original mailbox or delivery box, or, if the original mailboxes or delivery boxes have been changed, then the other then-existing mailboxes or delivery boxes.

The purpose of this Section 7.04 is to assure the continued maintenance of the Project as a beautiful and harmonious residential development. During the Development Period, Developer may construct dwellings or other improvements upon the Project without the necessity of prior consent from the Association, the ARC or any other person or entity, subject only to the express limitations contained in the Condominium Documents; provided, however, that all such dwellings and improvements shall, in the reasonable judgment of Developer or its architect, be architecturally compatible with the structures and improvements elsewhere on the Project. The Developer (and, after the Development Period – or during the Development Period with the Developer's written consent, the ARC), in its sole discretion, may waive or grant variances, in writing, to any of the restrictions contained in this Section 7.04 or elsewhere in the Condominium Documents.

7.05 Use and Occupancy Restrictions. In addition to the general requirements of Sections 7.01 – 7.04, the use of the Units and Common Elements by any Co-owner shall be subject to the following specific restrictions:

a. **Occupancy Limits and Restrictions**. No Co-owner shall permit his or her Unit to be occupied by more people than the number permitted by any applicable governmental restriction. All occupants of a Unit who are not related by blood or marriage must comply with all Township requirements, if any, pertaining to such persons.

b. **United States Flag**. Notwithstanding anything contained in the Condominium Documents to the contrary, each Co-owner may display a single standard United States flag of a size not greater than 3 feet by 5 feet anywhere within the Co-owner's Unit; provided, however, that the Association, by Rule, may specify the flag holder(s) that Co-owners may use to display such flags and the Co-owner shall follow all USA flag protocol and requirements.

c. **Boarders**. Notwithstanding the provisions of Section 7.01 of these Condominium Bylaws, a Co-owner may permit one or more persons to occupy all or parts of that Co-owner's Unit for residential purposes so long as the Co-owner and/or a member of that Co-owner's immediate family also occupies the Unit and so long as the Co-owner and the occupants comply with the provisions of the Condominium Documents, including Article IX of these Condominium Bylaws.

d. **Nuisances**. No nuisance shall be permitted within the Project nor shall any use or practice be permitted which is a source of annoyance to any resident within the Project or which interferes with the peaceful possession or proper use of the Project by any resident. The Common Elements shall not be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause any part of the Project to appear in an unclean or untidy condition. No substance or material shall be kept in any Unit or on any Common Element that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, safety, comfort or serenity of the occupants of nearby Units.

e. **Insurance Risks**. No immoral, improper, offensive or unlawful use shall be made of any Unit or Common Element, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the cost of insurance for the Project without the prior written consent of the Board. If the Board consents to an activity which increases the cost of any insurance of the Association, the Board shall assess the Co-owner causing the increase for any increased cost of insurance. No Co-owner shall permit anything to be done or kept in his or her Unit or within the Common Elements which will result in the cancellation of insurance on any part of the Common Elements or which would be in violation of any law.

f. **No Tanks For Regulated Substances**. No oil, fuel, gasoline, propane, or other hazardous or regulated substance shall be stored or used in any tank within (including underground) a Unit except for small propane tanks used for outdoor grilling of food and reasonable and customary gas cans and similar containers used in connection with the operation of equipment such as snow blowers, leaf blowers, and lawn mowers customarily used to maintain and repair residential real property.

g. **Personal Property**. Except as may be permitted by HEPA (see Section 7.11), no Co-owner shall display, hang or store any clothing, sheets, towels, blankets, laundry or similar articles outside his or her house, or which may be visible from the outside of his or her Unit (other than draperies or curtains, blinds or shades or other window coverings in good condition and appearance), or paint or decorate other improvements within his or her Unit or install on any exterior wall, roof, or window of any structure within a Unit any CB or short wave antenna, window air conditioning unit, snap-in window divider, awning or other equipment, fixture or item of any kind, without the prior written permission of the Developer during the Development Period and thereafter of the ARC. The restrictions contained in this subsection shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a deck, patio or open porch within his or her Unit.

h. **Fireworks and Weapons**. No Co-owner shall use or permit the use by any occupant, agent, tenant, invitee, guest or member of his or her family of any firearm, air rifle, pellet gun, B-B gun, bow and arrow, illegal firework or other dangerous weapon, projectile or device anywhere on or about the Project.

i. **Pets and Animals**. No savage or dangerous animals, livestock, or poultry shall be raised, bred, or kept within the Project. Dogs, birds, cats, other household pets, and service and therapy animals, may be kept provided they are not kept for any commercial purpose, and by reason of number, noise, threatening or dangerous behavior, or trespass on the lands of other owners do not become an annoyance. Pets and animals permitted by this section shall be kept only in compliance with all applicable Township and Kalamazoo County requirements, and with duly adopted Rules and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions or a danger to other pets, animals or persons. No animal shall be permitted to run loose upon the Common Elements, nor upon any Unit or Limited Common Element except those owned by the owner of such animal, and the owner of each animal shall be responsible for cleaning up after the animal promptly and appropriately. By duly-adopted Rules, the number and types of pets may be restricted.

j. **Vehicles**. No maintenance or repair shall be performed on any boat, watercraft (including personal watercraft), motor, motorcycle, or vehicle except within a garage or house where totally isolated from public view. Except as may be revised by Rule, no more than three (3) automobiles, motorcycles or other vehicles customarily used for transportation purposes shall be kept overnight outside a closed garage of any Unit by those persons residing in or using that Unit; provided that by Rule, the Association may change the number of permitted automobiles, motorcycles, or other vehicles, and provided further that no automobile, motorcycle, boat or other vehicle which is not in operating condition shall be permitted outside of a closed garage. No commercial vehicle or truck shall be parked in or about the Project except when making deliveries or pick-ups in the normal course of business. If the Co-owner of a Unit or the employer of any Co-owner or occupant of a Unit requires such Co-owner or occupant to use a commercial vehicle for work, then such Co-owner or occupant may park the vehicle in the garage or on the driveway within the Unit, but no more than one (1) commercial vehicle may be parked within any Unit except as permitted by these Condominium Bylaws and/or Rules. Any motor home, boat, snowmobile, dirt bike, go-cart, all-terrain vehicle, or other motorized recreational vehicle or camper parked outside of a garage for more than twenty-four (24) hours or such other period as the Association, by Rule, may allow, shall be operated or kept within the Project outside of a garage except parked next to the garage (not in the front or backyard) on a concrete or asphalt pad of a size and location approved by the ARC or described by Rule. No boat, automobile, truck, trailer, motorcycle, or other vehicle mentioned in this Subsection j shall be parked on any grass within the Project at any time. The Board may adopt Rules consistent with the requirements of MCL 257.252k and other applicable provisions of the Michigan Vehicle Code for the stickering, removing and towing of vehicles and other items covered by this Subsection j that violate these provisions.

k. **Storage.** The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit periodic collection of trash), without the prior written consent of the Board. No activity shall be carried on or condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements which despoils the appearance of the Project.

l. **Utility Access.** No Co-owner shall in any way restrict access to any utility line or other Common Element that must be accessible to service the Common Elements or to any Unit in any manner which affects an Association responsibility in any way, without the prior written consent of the Board.

m. **Soil.** All soil excavated from within any Unit and not used elsewhere within the Unit shall remain the property of the Developer. Any unused soil shall be placed by the Unit Co-owner, at the Unit Co-owner's expense, in such place or places within the Project that the Developer shall designate.

n. **No Parking.** To the extent permitted by law, no vehicle shall be parked on a public road overnight or adjacent to any public road except for short term use.

o. **Arbitration and Hearing.** Absent an election to arbitrate pursuant to Article X of these Bylaws, a dispute or question as to whether a violation of any specific provision or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all Co-owners and other parties having an interest in the Project.

p. **Construction.** The restrictions placed upon the Project will not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of adjacent lands owned by the Developer or any affiliated person or entity.

q. **Waste and Recycling.** The Association shall contract with the servicer to provide waste removal and recycling services from time-to-time and the homeowner will be billed directly from the waste service provider. Unless changed by Rule, all trash and recycling containers shall be stored inside the garages and shall be removed from the garage and taken to the curb not earlier than the night before pickup and shall be returned to inside the garage not later than the end of the day following the day of pickup.

7.06 Rules. Reasonable rules, regulations, and policies concerning, among other topics, the appearance and use of Units and Common Elements, construction requirements set forth in Section 7.04 and other construction requirements to be determined by the Board, and governance and operation of the Project and the Association may be promulgated and amended by the Board ("Rules"). Rules may supplement, explain or expand upon other provisions of the Condominium Documents, but they may not expressly contradict any of the provisions. Copies of the Rules shall be furnished by the Board to each Co-owner at least ten (10) days prior to their effective date, and may be revoked at any time by the affirmative vote of a majority of all Co-owners entitled to vote. No Rule may be adopted, amended or revoked without the written consent of the Developer during the Development Period. While some sections of the Condominium Documents refer to the possibility of the adoption of Rules to augment those sections, those references are not intended to be limiting or exclusive in any way. Rules may be adopted and amended to supplement, explain or expand upon all provisions of the Condominium Documents.

7.07 Remedies on Breach. A default of the Condominium Documents by a Co-owner shall entitle the Association to the following relief in addition to any other relief to which the Association may be entitled under the Condominium Documents and/or applicable law:

a. **Cumulative Remedies.** An action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy which in the sole discretion of the Board is appropriate to the nature of the breach as may be set forth in the Condominium Documents including, without limitation, the discontinuance of services upon seven (7) days' notice, the levying of fines against Co-owner(s) after notice and hearing and the imposition of late charges for non-payment of assessments. All such remedies shall be deemed to be cumulative and shall not be considered as an election of remedies.

b. **Damages, Costs, and Attorney Fees.** If the Association suffers any damages and/or incurs any costs or expenses after a breach of the Condominium Documents by a Co-owner, the Board of Directors of the Association may assess, without a hearing, all such damages, costs, and expenses (including any reasonable attorney fees) against the offending Co-owner and collect all such sums in any manner authorized by law and/or the Condominium Documents, including securing such sums in a lien against the Co-owner's Unit and enforcing that lien through foreclosure and/or through any other lawful means. Also, failure of a Co-owner and/or non-Co-owner resident, guest or other third party to comply with the Condominium Documents shall entitle the Association to recover from such Co-owner, non-Co-owner resident, guest, or third party, the costs and actual reasonable attorney fees incurred in connection with the Association's investigating the facts of the matter, determining its damages and its rights, and exercising its rights and remedies regardless of whether a lawsuit or other proceeding is commenced. In addition to, and not in lieu of, the Association's rights set forth in the preceding sentences, in any lawsuit or other proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover from the other party or parties to such action the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in obtaining compliance or relief. The Association, if successful, shall be entitled to recover from a Co-owner and/or any other person asserting a claim or counterclaim against the Association, all costs and attorney fees incurred in connection with the Association's defense. Under no circumstances shall a Co-owner or other third party be entitled to recover attorney fees or costs against the Association.

c. <u>No Waiver</u>. The failure of the Association to enforce any right, provision, covenant or condition which is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

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

7.09 Enforcement By Developer. The Project shall at all times be maintained in a manner consistent with high standards of a beautiful, serene, private and residential community for the benefit of the Co-owners and all persons interested in the Project. If at any time the Association or a Co-owner fails or refuses to carry out its obligations to maintain, repair, replace and landscape a Common Element or Unit in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping or maintenance or repair to an improvement required by these Bylaws and to charge the cost of doing so to the Association or defaulting Co-owner as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development Period which right of enforcement shall include (without limitation) an action to restrain and/or enjoin the Association and/or any Co-owner from any activity prohibited by the Condominium Documents.

7.10 Reserved Rights of Developer. The restrictions contained in this Article VII shall not apply to the commercial activities or signs or billboards, if any, of the Developer, affiliate or designee of the Developer, or Residential Builder during the Development Period, or of the Association in furtherance of its powers and purposes set forth in this document and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere contained in this document, the Developer and any Residential Builder (but only with Developer's prior written consent) shall have the right to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the interests in the Project owned by the Developer and any Residential Builder.

7.11 Compliance with Homeowners' Energy Policy Act. Until such time, if any, as a court of competent jurisdiction or the Michigan legislature determines that HEPA (defined below) does not apply to the Project, all decisions made by the Developer, the Association and the ARC on matters covered by the Homeowners' Energy Policy Act and all amendments to it ("HEPA") shall be consistent with the provisions of HEPA and the Association's written solar energy policy statement adopted pursuant to HEPA, as the statement exists from time-to-time (the "Solar Statement") and shall be interpreted to the fullest extent permitted by law as complying with, and not violating, HEPA and/or the Solar Statement. If any Co-owner or other person deems any decision made by the Developer, the Association or the ARC as being inconsistent with, or violating, HEPA or the Solar Statement, the aggrieved person shall serve written notice on the Developer, the Association, and/or the ARC (as the case may be) of such aggrieved party's claim and the reasons for the claim and give the recipient(s) no fewer than thirty (30) days of the date of service of such notice and reasons to respond in writing before taking any action on the aggrieved party's claim. The Board may adopt Rules regulating the installation and use of electric vehicle charging stations provided that the Rules are consistent with HEPA, the Solar Statement, and all other applicable laws.

ARTICLE VIII

MORTGAGES

8.01 Mortgage of Units. Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee no later than thirty (30) days after the creation of the mortgage, and the Association shall maintain such information in a book entitled "Mortgages of Units." Such information relating to mortgagees will be made available to the Developer at no cost to the Developer for the purpose of the Developer's obtaining consent from, or giving notice to, mortgagees concerning amendments to the Master Deed or taking other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

8.02 Notice of Insurance. Upon written request, the Association shall notify each mortgagee appearing in the "Mortgagees of Units" book of the name of each company insuring the General Common Elements of the Project against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. The holder of the mortgage is entitled, upon written request, to notification from the Association of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days of the date of default.

8.03 Rights of Mortgagee. Notwithstanding any other provision of the Condominium Documents, except as otherwise required by mandatory law or regulation, with respect to any first mortgage of record of a Unit, the following provisions shall apply:

a. Inspection and Notice. At the written request of a mortgagee of any such Unit, the mortgagee shall be entitled to: (1) inspect the books and records relating to the Project during normal business hours, upon reasonable notice; and (2) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Co-owners. Failure, however, of the Association to provide any of the foregoing to a mortgagee which has so requested the same shall not affect the validity of any action or decision by the Association.

b. Exemption from Restrictions. A mortgagee which comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option, "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

c. Past Due Assessments. A first mortgagee or other purchaser of a Unit at a first mortgage foreclosure sale is not liable for assessments chargeable to the Unit that become due prior to the acquisition of the title to the Unit by such mortgagee or purchaser. Unless otherwise clearly set forth to the contrary by applicable law, for purposes of this Subsection (c), "acquisition of title to the Unit" shall mean the date upon which a sheriff's deed conveying title to the Unit is executed and delivered to such mortgagee or purchaser.

d. Default Notice. Upon written request to the Association, the holder of a first mortgage on a Unit is entitled to written notification from the Association of any default by the mortgagee of such Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days.

e. Guarantors and Insurers. Guarantors and insurers of first mortgages of which the Association has actual notice are entitled to the same rights as first mortgagees in this Article.

8.04 Additional Notification. When notice is to be given to a mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Project if the Board of Directors has actual notice of such participation. However, failure of the Association to provide proper notice under this Section shall not affect the validity of any action or decision by the Association.

8.05 Notice of Foreclosure. The mortgagee of a first mortgage of record of a Unit shall give written notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the bureau administering corporations of the State of Michigan, or to the address the Association provided to the mortgagee, if any, in those cases where the address is not registered, within ten (10) days after the first publication of the notice. The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice;

and a description of the mortgage premises that substantially conforms with the description contained in the mortgage upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the bureau administering corporations of the State of Michigan, or to the address the Association provided to the mortgagee, if any, in those cases where the address is not registered, not less than ten (10) days before commencement of the judicial action.

8.06 Amendment of Act. If the Act is amended to change the rights or obligations of mortgagees with respect to notice, foreclosure and/or voting on amendments, then to the fullest extent permitted by law, the provisions of the Act shall automatically be incorporated by reference into these Condominium Bylaws.

8.07 Validity. The failure of the Association to provide any notice or otherwise comply with any provision contained in this Article VIII shall not affect the validity of any action taken by the Association.

ARTICLE IX

LEASING OF UNITS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer and rental of Units by any Co-owner other than the Developer shall be subject to the following provisions, which provisions each such Co-owner covenants to observe.

9.01 Leasing and Rental. A Co-owner may lease his or her Unit for single family residential purposes, provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in Section 9.02. EXCEPT AS PROVIDED IN SUBSECTION 7.05c OF THESE CONDOMINIUM BYLAWS, NO CO-OWNERWILL LEASE LESS THAN AN ENTIRE UNIT. NO TENANT OR OTHER OCCUPANT WHO IS NOT OCCUPYING A UNIT WITH A CO-OWNER WILL BE PERMITTED TO OCCUPY A UNIT EXCEPT UNDER A WRITTEN LEASE OR OTHER WRITTEN OCCUPANCY AGREEMENT, THE INTITIAL TERM OF WHICH IS AT LEAST NINETY (90) DAYS, UNLESS EXCEPTIONS ARE SPECIFICALLY APPROVED IN WRITING BY THE ASSOCIATION. THE TERMS OF ALL LEASES AND OCCUPANCY AGREEMENTS WILL INCORPORATE, OR BE DEEMED TO INCORPORATE, ALL OF THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS. After the Transitional Control Date, the Association may amend the Condominium Documents as to the rental of Units or terms of occupancy as provided in Section 90(4) of the Act. The amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, and shall also not affect any Units as long as they are owned or leased by the Developer or Residential Builder.

9.02 Leasing Procedures. The leasing of Units in the Project will conform to the following provisions:

a. A Co-owner desiring to rent or lease a Unit will disclose that fact in writing to the Association at least fifteen (15) days before presenting a lease form to potential lessees or occupants and, at the same time, will supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Promptly after it is executed, the Co-owner shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the Co-owner or Developer shall supply the Association with a written occupancy which includes the names and addresses of the lessees or occupants, along with the rental amount and due dates of any rental of compensation payable to a Co-owner or Developer, the due dates of such compensation, the term of the proposed arrangement, and such other information as the Association may require.

b. Tenants and all other non-Co-owner occupants will comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and occupancy agreements will so state.

c. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

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

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

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subsection may be by summary proceedings. The Association may hold both the tenant or other occupant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner, occupant or tenant in connection with the Unit or Condominium Project.

9.03 Written Addendum. The Association may require execution of an Addendum or other document protecting the interests of the Association with respect to any Unit that is not Co-owner occupied. The form of the Addendum may be established in the Rules, which may also provide that the provisions of the form Addendum are incorporated by reference into every lease and occupancy agreement.

9.04 Collection. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or other occupant occupying the Co-owner's Unit under a lease or other occupancy agreement and the tenant or other occupant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association until the tenant or other occupant receives written notice from the Association that the Co-owner no longer owes money to the Association. Such deductions shall not be a breach of the lease or other occupancy agreement by the tenant or other occupant. If the tenant or other occupant, after being notified, fails or refuses to remit to the Association rent otherwise due to the Co-owner, then the Association, in addition to its other remedies, may do the following:

a. Issue to the tenant and all other occupants a statutory notice to quit for nonpayment of rent and enforce that notice by summary proceedings; and/or

b. Initiate proceedings pursuant to Subsection 9.03(c) above and/or under the Act.

9.05 Rules. The Association may adopt Rules and/or require the execution and delivery of forms to implement, expand upon and/or enforce the provisions of this Article IX.

9.06 General Remedies. In the event of a violation of any provision contained in this Article IX, the Association shall be entitled to utilize all rights and remedies available to it under law and/or the Condominium Documents.

9.07 Developer, Residential Builder, and Association. Except as otherwise provided by law or these Condominium Bylaws, none of the restrictions on leasing or transfer shall apply to Developer, affiliates or designees of the Developer, the Residential Builder that constructed the Unit, or to the Association with respect to Units owned by any of them.

9.08 Pre-Acquisition Duty. A purchaser or grantee of a Unit shall be entitled to a written statement from the Association setting forth the amount of unpaid assessments against the seller or grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for, any unpaid assessments against the seller or grantor in excess of the amount set forth in such written statement, except amounts which may become due subsequent to the date of the statement. Unless the purchaser or grantee requests a written statement from the Association at least five (5) days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, and reasonable actual attorney fees incurred in collecting the assessments.

ARTICLE X

ARBITRATION

10.01 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between Co-owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties shall accept the arbitrator's award as final and binding. Unless otherwise agreed in writing by the parties, all arbitration under this Article shall proceed in accordance with the commercial rules of the American Arbitration Association and be conducted by and decided by an arbitrator mutually acceptable to the parties.

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

a. **Arbitration**. At the exclusive option of a purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than Two Thousand Five Hundred Dollars ($2,500.00) and arises out of or relates to a purchase agreement, Unit or the Project.

b. **Arbitration – Common Elements**. At the exclusive option of the Association, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is Ten Thousand Dollars ($10,000.00) or less.

10.03 Preservation of Rights. Election by a Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigation of such dispute, claim or grievance in the courts; provided, however, that except as otherwise set forth in this Article, no interested party shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers as given and reserved to the Developer. Any rights and powers reserved or retained by Developer will expire and terminate, if not sooner assigned to the Association, one hundred eighty (180) days after the conclusion of the Development Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Project and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights or interests granted or reserved to the Developer and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which will not be terminable in any manner under the Condominium Documents and which will be governed only in accordance with the terms of their creation or reservation and not by this provision).

ARTICLE XII

FINES AND OTHER REMEDIES

12.01 General. The violation by any Co-owner, occupant or guest of any provision of the Condominium Documents (including any duly adopted Rule) shall be grounds for relief by the Association, acting through its duly constituted Board of Directors, and may involve the assessment of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of the Co-owner's family, pet, guest, tenant or any other person admitted through such Co-owner to the Condominium Project.

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

a. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense setting forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address shown in any certificate filed with the Association pursuant to Section 2.04 of these Bylaws or such other address for the

Co-owner known to or used by the Association. If the Co-owner has consented either in writing or by course of conduct to accept notices from the Association by email or other means, then such notices may be sent by email or such other means.

b. **Opportunity to Defend**. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or at a special meeting called for such matter, but in no event shall the Co-owner be required to appear less than ten (10) days from the date of service of the notice.

c. **Default**. Failure to respond to the notice of violation constitutes a default.

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

12.03 Relief. Upon the Board's decision that a violation of the Condominium Documents has occurred, the Board shall determine what relief to pursue against the defaulting Co-owner under these Bylaws or otherwise. If the Board chooses to fine a Co-owner, it shall determine a reasonable fine based upon the type of conduct involved and whether the conduct is recurring. In no event shall the fine exceed one hundred dollars ($100) per occurrence or such other maximum amount as the Board, by duly adopted Rule, may prospectively establish from time-to-time.

12.04 Continuing Violation. In the event that a violation continues beyond ten (10) days from the date of the offending Co-owner's hearing at which the Board determines that a violation has occurred, additional fines may be levied on each occasion of any subsequent violation without the necessity of a further hearing or hearings on the matter.

12.05 Collection. The fines levied pursuant to Section 12.03 above shall be specially assessed against the Co-owner and shall be due and payable together with the defaulting Co-owner's next payment of the Regular Assessment, unless the Board sets another date. Any fines or other debts which have been specially assessed against a Unit shall be collectible in the same manner as assessments under Article V.

12.06 Inapplicability to Assessments. The Association, acting through the Board, need not utilize the provisions of this Article XII when enforcing its rights and remedies after failure by a Co-owner to pay any assessment or other money owed to the Association.

12.07 Fine Amounts and Procedures. The Board may from time-to-time create and publish Rules pertaining to the amounts, procedures, and other details concerning fines and other remedies.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.01 Severability. In the event that any term, provision, or covenant of these Bylaws or any Condominium Document is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other term, provision or covenant of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable, and in such event the document shall be construed in all respects as if such invalid or unenforceable provisions were omitted or were deemed enforceable to the fullest extent permitted by law.

13.02 Notices. Except as may be provided otherwise in writing, notices, attachments, and all other communications (collectively, "Notices") provided for in the Act or in any Condominium Document shall be in writing, and shall be addressed to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may designated by the Co-owner in writing, including electronic mail (also known as "email") and/or other forms of written or typed communication to which the Co-owner has consented in writing. All Notices to the Association shall be sent to the registered office, physical address or email address of the Association or as otherwise directed by the Association in writing. The Association may designate different address(es) for Notices to it by giving written notice of such change of address to all affected Co-owners. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, when delivered in person or when sent to the recipient at an electronic or other address designated by the recipient. The preferred method of Notice by the Association to Co-owners shall be by email and, unless a Co-owner otherwise advises the Association in writing to the contrary, the Co-owner's execution and delivery of documents required to acquire title to a Unit shall signify Co-owner's written consent contained in this Section 13.02 and elsewhere in the Condominium Documents to receive Notices and other communications from the Association by email.

13.03 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article VIII of the Master Deed of Wesley Farms.

ARTICLE XIV

CONFLICTING PROVISIONS

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

a. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;

b. these Bylaws;

c. the Articles of Incorporation of the Association;

d. the Association Bylaws;

e. the Rules of the Association.

EXHIBIT B

TO MASTER DEED OF WESLEY FARMS

CONDOMINIUM SUBDIVISION PLAN

EXHIBIT C

WESLEY FARMS

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) ss.
COUNTY OF Kalamazoo)

Joy Watts, being duly sworn, deposes and says that:

1. I am an adult person acting for JMG Development Company, L.C., the developer of Wesley Farms, a condominium Project.

2. On February 24, 2025, I mailed notices of the intent to establish Wesley Farms as a condominium project to Comstock Township, Kalamazoo County, the Kalamazoo County Drain Commissioner, the Kalamazoo County Road Commission, the Michigan Department of Environmental Quality, and the Michigan Transportation Department as required by Section 71 of Michigan's Condominium Act.

3. The notices were sent by certified mail, return receipt requested, and appropriate receipts from all six (6) agencies have been received by me showing that the agencies received the notices.

Joy Watts

Subscribed and sworn before me on this 14 day of July, 2026.

* N. Talmaes

Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8·12·30

**Print or type name under signature*

EXHIBIT C

WESLEY FARMS

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) ss.
COUNTY OF Kalamazoo)

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Joy Watts

Subscribed and sworn before me on this 14 day of July, 2026.

* N. Tolmacs
Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8-12-30

**Print or type name under signature*

KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 321
EXHIBIT "B" TO THE MASTER DEED OF:

WESLEY FARMS

COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS:

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, THE SURVEYOR'S CERTIFICATE ON SHEET 2, AND IN THE MASTER DEED.

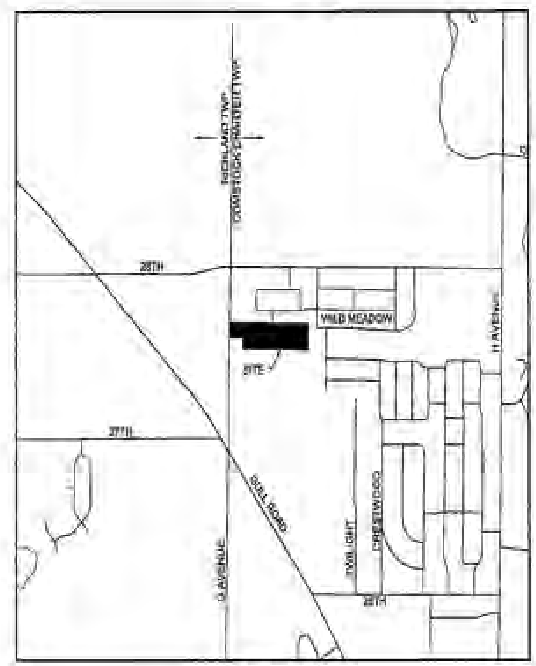
THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

PROPRIETOR/OWNER:
JMG DEVELOPMENT COMPANY, L.C.
5371 GULL ROAD
KALAMAZOO, MI 49048
269.345.3559 EXT. 204

SURVEYOR/ENGINEER:
WIGHTMAN
433 EAST RANSOM STREET
KALAMAZOO, MI 49007
269.327.3532

LEGAL DESCRIPTION:

THE WEST 433.54 FEET OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, EXCEPT THE WEST 160.61 FEET OF THE NORTH 259.00 FEET THEREOF.
CONTAINING 14.23 ACRES, MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

SHEET INDEX

1- COVER SHEET
2- SURVEY PLAN
3- SITE PLAN (NORTH)
4- SITE PLAN (SOUTH)
5- UTILITY PLAN

WIGHTMAN

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 4001039138

PROPOSED MAY 27, 2025

WIGHTMAN

WESLEY TRAILS
COMSTOCK TOWNSHIP
KALAMAZOO COUNTY, MI

JMG DEVELOPMENT COMPANY, L.C.

1 OF 5

VICINITY MAP
NO SCALE

LEGEND

- ☐ = SET CONCRETE MONUMENT
- ■ = FOUND CONCRETE MONUMENT
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT OF WAY
- — - - — = EASEMENT LINE
- (hatched) = GENERAL COMMON ELEMENT

GENERAL COMMON ELEMENT = 3.62 ± ACRES

ENCROACHMENTS:

- A 4' FENCE END, 2.3' WEST OF LINE
- B 6' FENCE CROSSES LINE
- C 4' FENCE END, 0.1' EAST OF LINE
- D 6' FENCE END, 0.1' WEST OF LINE
- E 6' FENCE CORNER, 0.4' S AND 0.4' WEST OF CORNER
- F 4' FENCE END, 1.1' WEST OF LINE
- G 6' FENCE END, 1.8' WEST OF LINE
- H NORTHWEST CORNER WOOD SHED, ON LINE
- I SOUTHWEST CORNER WOOD SHED, 3.4' WEST OF LINE

SURVEYOR'S CERTIFICATE

I, GARY D. HAHN, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT, THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

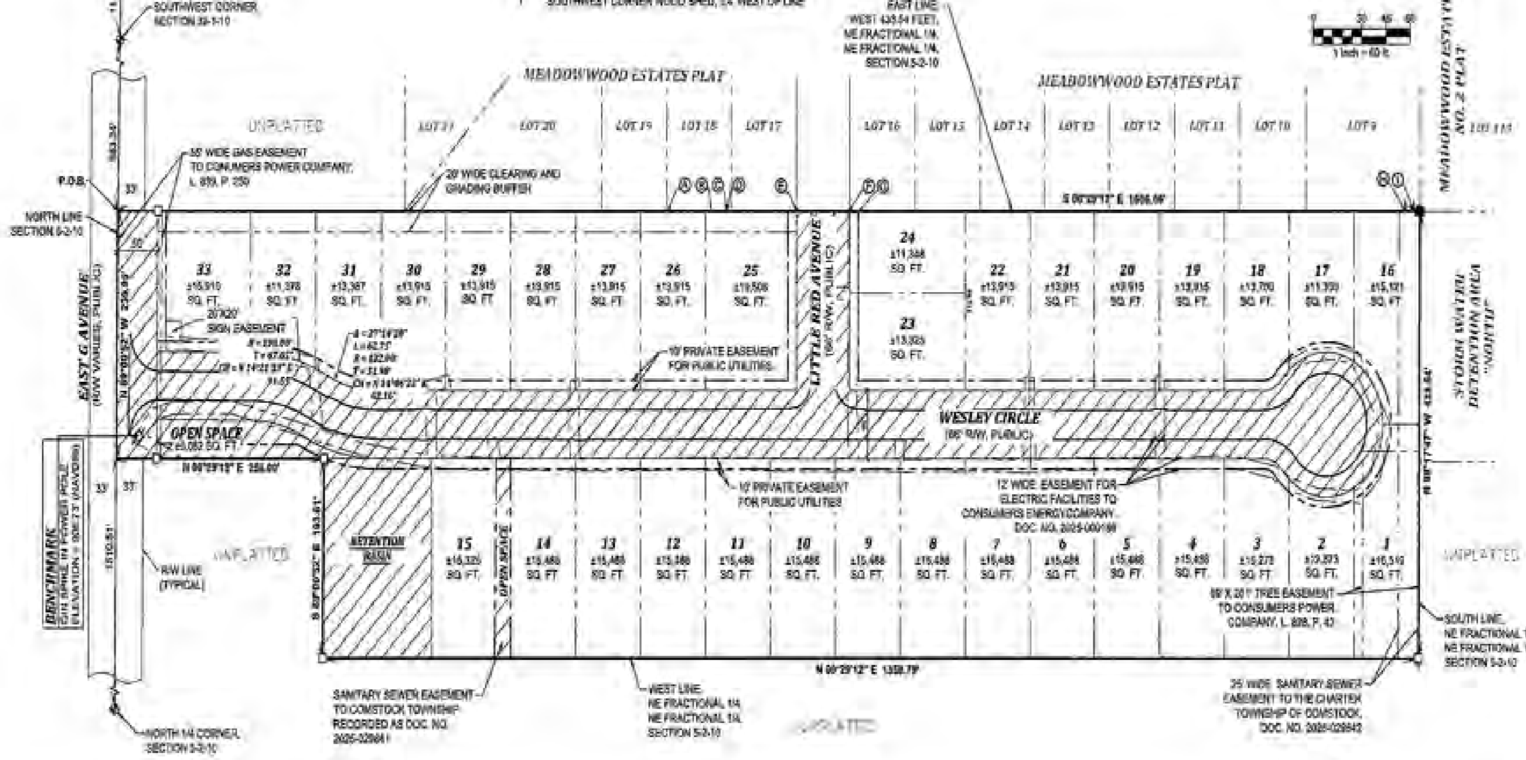
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR
NO. 4001032116

WIGHTMAN
433 EAST RANSOM STREET
KALAMAZOO, MI 49007

PROPOSED MAY 27, 2025



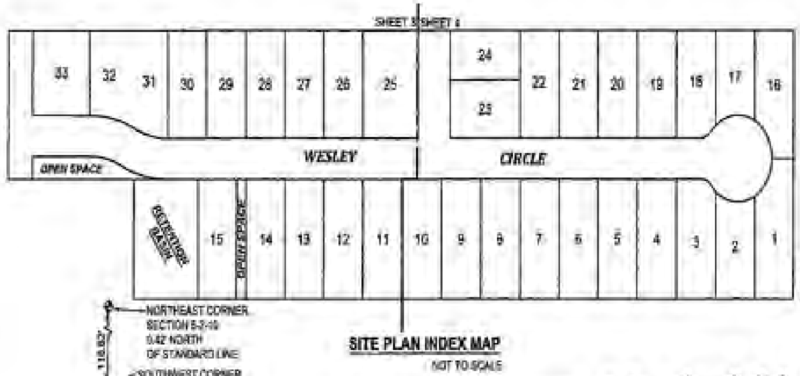
WIGHTMAN

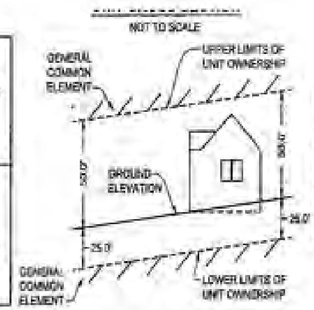
WESLEY TRAILS
COMSTOCK TOWNSHIP
KALAMAZOO COUNTY, MI

JMG DEVELOPMENT COMPANY, L.C.

SURVEY PLAN

2 OF 5





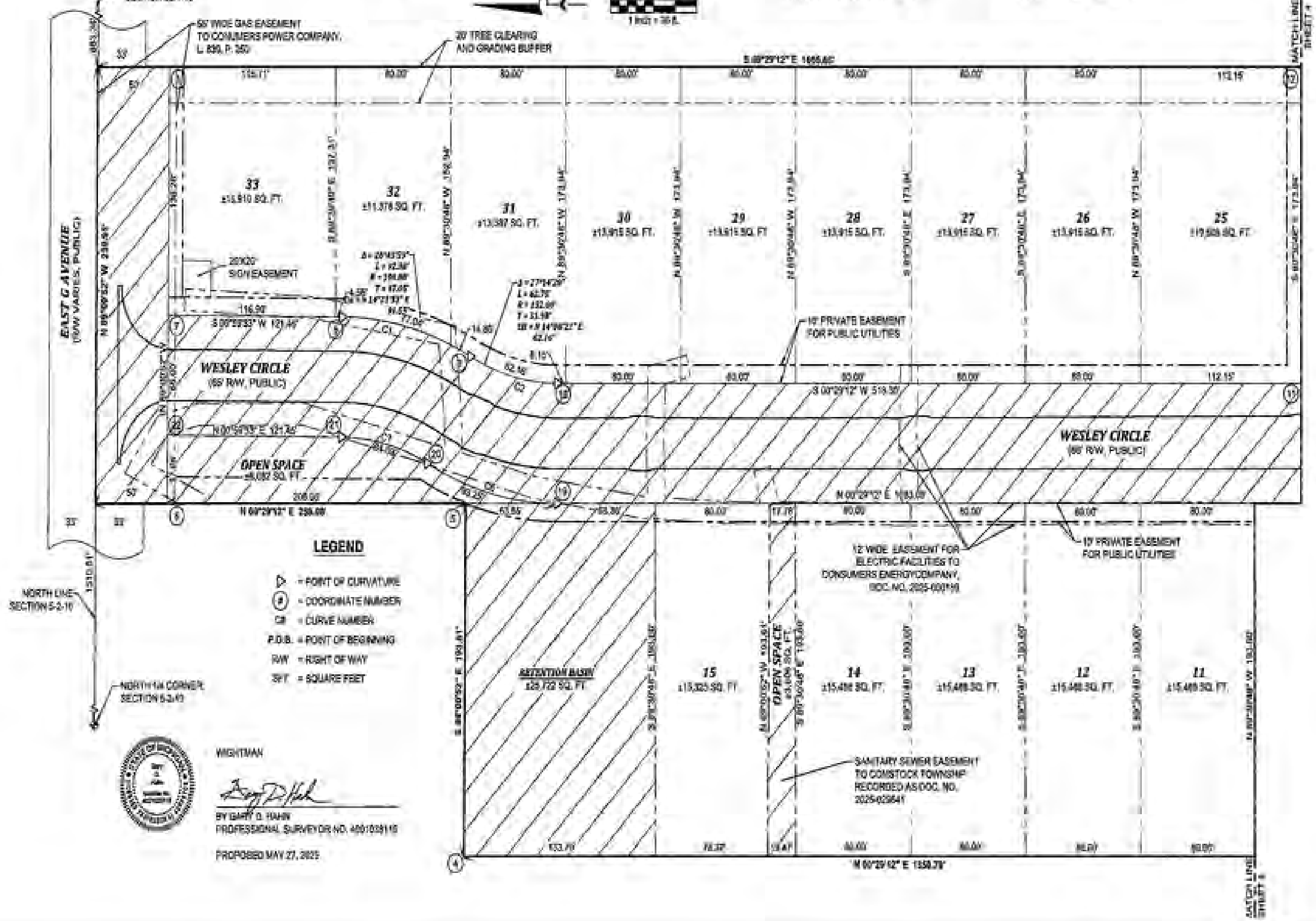
CURVE TABLE						
CURVE NO.	DELTA	LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	26°43'09"	92.36'	198.00'	47.05'	S 14°21'33" W	91.55'
C2	27°14'20"	62.75'	132.00'	31.98'	S 14°06'22" W	62.16'
C3	51°28'17"	26.95'	30.00'	14.45'	S 24°44'45" E	26.04'
C4	281°53'59"	344.41'	70.00'	56.79'	N 89°30'54" W	88.20'
C5	51°28'06"	26.95'	30.00'	14.45'	N 25°43'03" E	26.04'
C6	27°14'20"	94.13'	198.00'	47.97'	N 14°06'22" E	93.25'
C7	26°43'58"	61.59'	132.00'	31.37'	N 14°21'33" E	61.03'

= GENERAL COMMON ELEMENT

GENERAL COMMON ELEMENT = 3.82 ± ACRES.

ALL ROADS MUST BE BUILT
ALL UTILITIES MUST BE BUILT

NOTE: EACH UNIT SHALL HAVE ITS OWN UNIQUE PROFILE WITH LIMITS OF OWNERSHIP 25.0' BELOW AND 50.0' ABOVE GROUND ELEVATION



LEGEND

- ▷ = POINT OF CURVATURE
- (#) = COORDINATE NUMBER
- C# = CURVE NUMBER
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT OF WAY
- SFT = SQUARE FEET

WIGHTMAN

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 4001053116

PROPOSED MAY 27, 2025

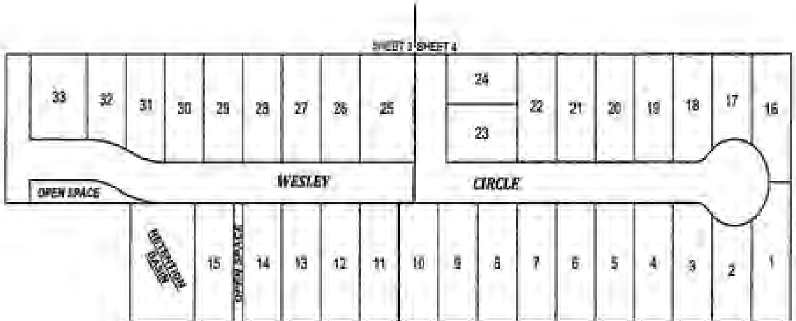
WIGHTMAN

PROJECT NAME: WESLEY TRAILS
COMSTOCK TOWNSHIP
KALAMAZOO COUNTY, MI

JMD DEVELOPMENT COMPANY, L.C.

SITE PLAN NORTH

3 OF 5



SITE PLAN INDEX MAP

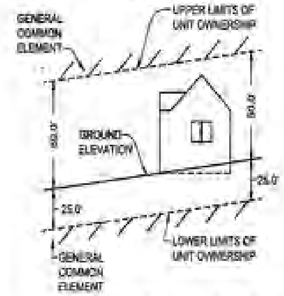
NOT TO SCALE

COORDINATE TABLE					
POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
1	305448.90	12817972.80	12	304651.06	12817973.11
2	303892.80	12817356.08	13	304595.07	12817972.36
3	303897.62	12817533.07	14	304598.54	12817798.82
4	305248.37	12817544.54	15	304096.91	12817794.29
5	305245.04	12817736.12	16	304063.26	12817805.19
6	305453.03	12817733.60	17	304064.01	12817716.59
7	305451.24	12817843.54	18	304087.45	12817728.25
8	305329.80	12817341.43	19	305181.58	12817737.58
9	305241.11	12817518.73	20	305271.42	12817760.31
10	305180.62	12817803.56	21	305330.94	12817775.44
11	304992.54	12817789.16	22	305452.39	12817776.71

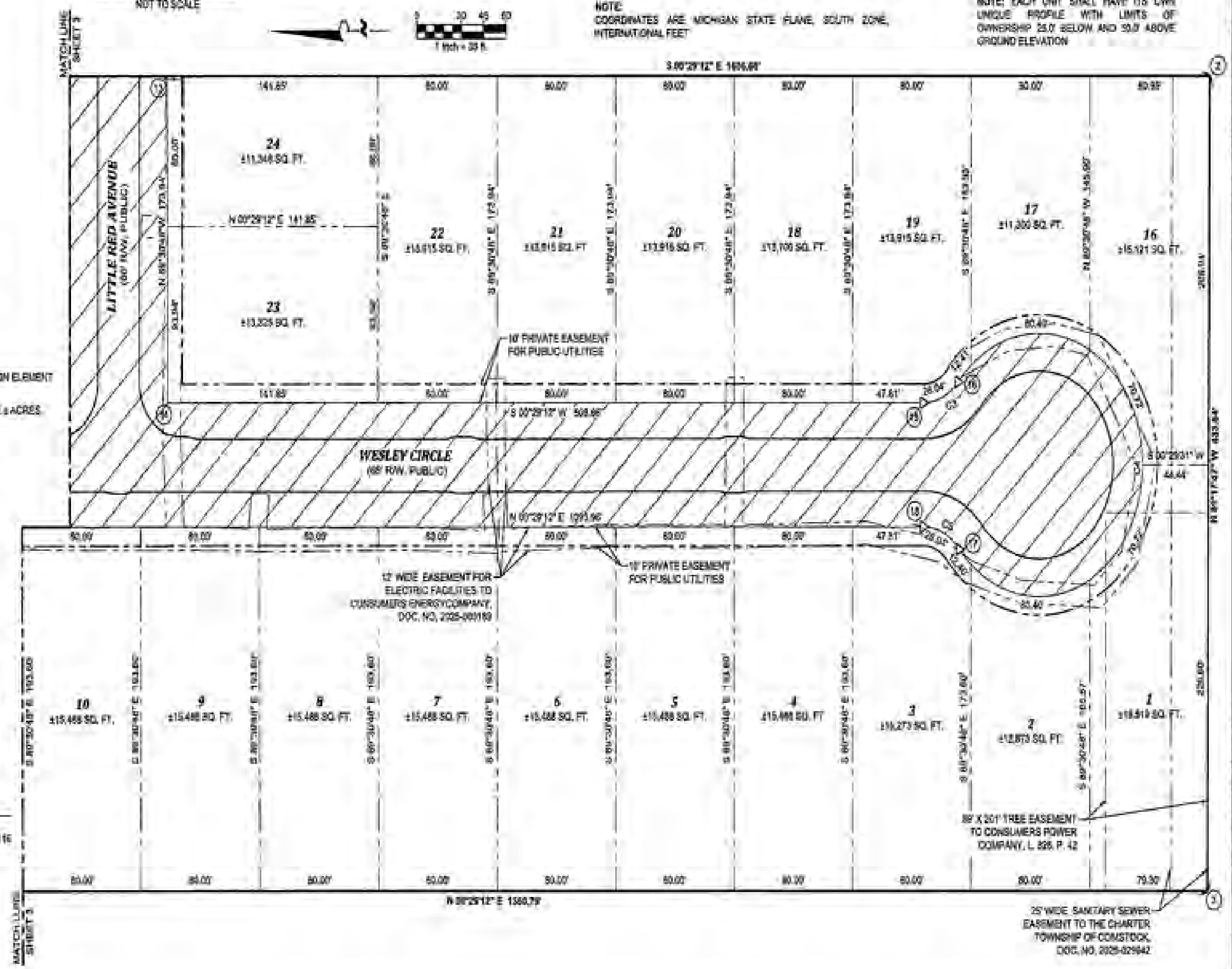
NOTE:
COORDINATES ARE MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET

UNIT CROSS SECTION

NOT TO SCALE



NOTE: EACH UNIT SHALL HAVE ITS OWN UNIQUE PROFILE WITH LIMITS OF OWNERSHIP 25.0' BELOW AND 50.0' ABOVE GROUND ELEVATION



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ALL ROADS MUST BE BUILT
ALL UTILITIES MUST BE BUILT

SEE CURVE TABLE ON SHEET 3

WIGHTMAN

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 4001038116

PROPOSED MAY 27, 2025

WIGHTMAN

WESLEY TRAILS

JAG DEVELOPMENT COMPANY, L.C.

SITE PLAN SOUTH

4 OF 5

LEGEND

- CO = CLEAN OUT
- SO = WATER MAIN FIXTURE
- = SANITARY SEWER STRUCTURE
- = STORM SEWER STRUCTURE
- = ELECTRIC TRANSFORMER
- = SANITARY SEWER AND LEADS
- = STORM SEWER
- = WATER MAIN AND LEADS

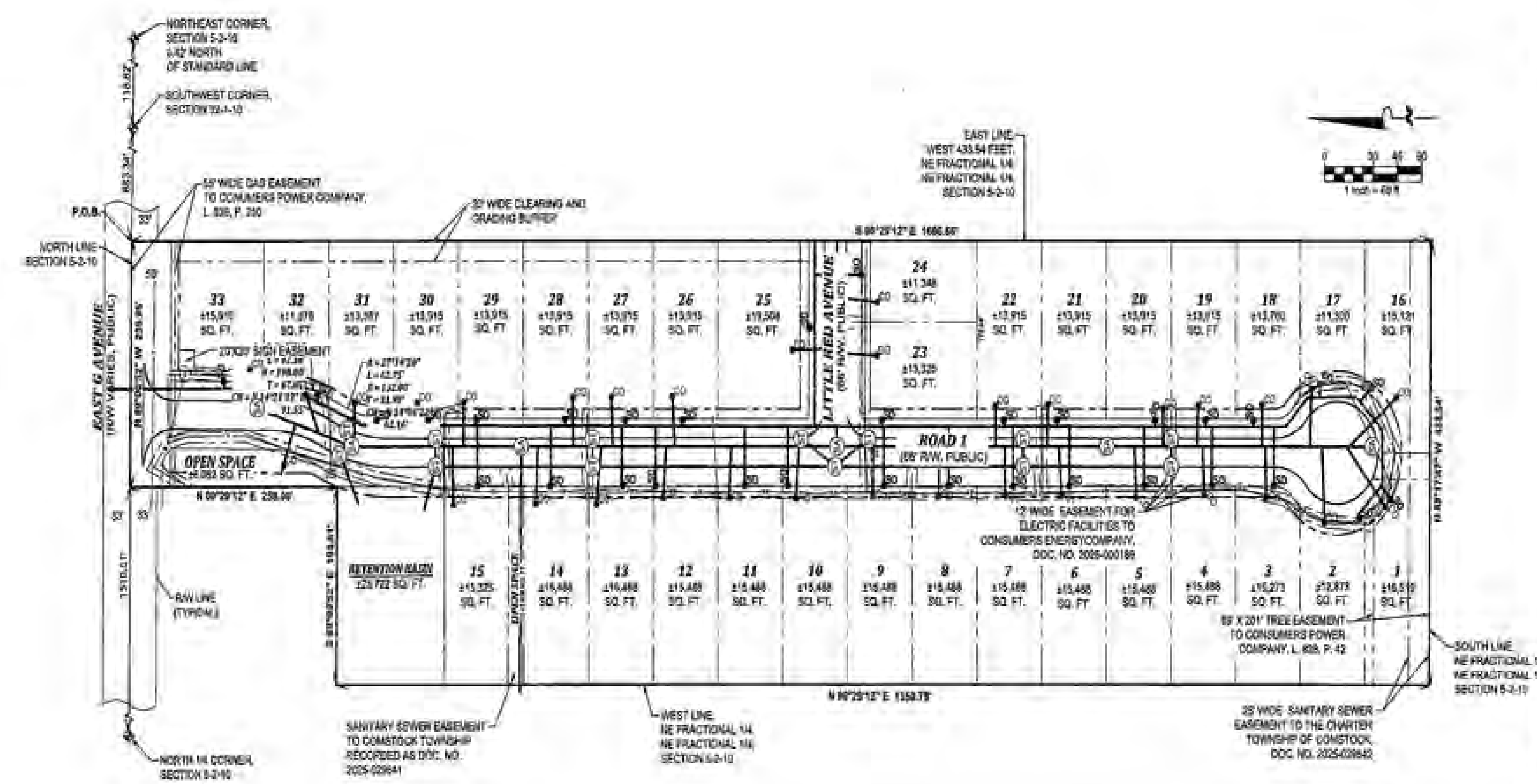
NOTE: ELECTRIC, GAS, FIBER OPTIC, AND TELEPHONE FACILITIES SHALL BE INSTALLED WITHIN THE PRIVATE EASEMENT FOR PUBLIC UTILITIES.

UTILITY INFORMATION:
SANITARY SEWER - WIGHTMAN DRAWING 214432G, DATED JUNE 23, 2024
STORM SEWER - WIGHTMAN DRAWING 214432G, DATED JUNE 23, 2024
WATER - WIGHTMAN DRAWING 214432G, DATED JUNE 23, 2024
ELECTRIC - CONSUMERS ENERGY
TELEPHONE - AT & T
GAS - CONSUMERS ENERGY
FIBER OPTIC - AT & T

WIGHTMAN

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO.

PROPOSED MAY 27, 2025



WIGHTMAN

WESLEY TRAILS

JMG DEVELOPMENT LLC

REVISIONS

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