

# Oak Meadows Condo Association Co-Owner Handbook

*Dear Oak Meadows Homeowner:*

The Board of Directors of the Oak Meadows Association welcomes you as a member of the Association and hopes your residency here will prove to be a pleasant experience.

This Handbook is intended to be a convenient reference manual and to provide general information to the members of the Association. It has been prepared to assist Oak Meadows Association co-owners in understanding his or her rights and responsibilities and to provide other helpful information for life at Oak Meadows. We welcome any suggestions on how this handbook might be improved.

Please note that this handbook has not been reviewed or approved by legal counsel. It should not be considered a modification or legal interpretation of the Master Deed or By-Laws of the Association. In the event of any conflict between the Handbook and the Recorded Condominium Documents, the latter shall prevail.

*Sincerely,*

*Oak Meadows Board of Directors*

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## SECTION ONE

### THE ASSOCIATION AND SITE PLAN

#### A. THE CONDOMINIUM ASSOCIATION

Each co-owner automatically becomes a member of the Condominium Association when purchasing a unit. When becoming a member, the co-owner legally agrees to accept and abide by all the provisions of the Condominium documents. These documents include the Master Deed and By-Laws of the Condominium which comprises the rights and obligations of the owners and the Association. The Association By-Laws are the corporate by-laws that outline how the Association will be operated, and the Articles of Incorporation creates the Association as a Michigan Corporation. Condominium documents should be passed with title to the unit from a seller to the new owner. Copies of the documents can be found in Section 9 of this handbook. Additional handbooks are available through Walden Management.

#### B. BOARD OF DIRECTORS

The Condominium Association is governed by a five (5) member Board of Directors which is elected for staggered three (3) year terms by the Association members at the annual meeting. The Board has responsibility for the administration, operation, management, and maintenance of the Condominium Association. The Board meets periodically to review the financial statements and make decisions regarding the operations and policies of the Association. Co-owners are welcome to attend the meetings. **It is imperative that co-owners attend the annual meeting in October in order to vote for Board members as well as to receive a report on the annual budget and the state of the Association.**

#### C. THE ASSOCIATION BUDGET

The Board of Directors meets each summer to prepare the annual operating budget for the next fiscal year. Estimates are made regarding expenses for the coming year from contractors and from the current year expenses. The Board then reviews, modifies and ultimately approves a budget for the year. A copy of the budget is then sent to all the co-owners prior to the beginning of the fiscal year.

The Condominium Association operating budget provides for the daily operation and maintenance of the community. This includes expenses for administration, utilities, building repair and maintenance, landscape and grounds, insurance, and replacement reserve funding. The capital budget is used for long-term maintenance work and replacement of physical components that are the responsibility of the Association. These expenses include, but are not limited to, asphalt paving, concrete replacement, street lighting, and roof replacement. The reserve may also be used for emergencies.

#### **D. ASSOCIATION MONTHLY ASSESSMENT FEES**

The Condominium Association budget is funded by the co-owner monthly assessment fee, sometimes referred to as “dues” or “maintenance fees.” Coupon books for these fees are sent to each co-owner for the new fiscal year. Checks should be made out in the name of your Condominium Association and mailed to:

Oak Meadows Association  
Walden Management Co.  
2114 Pauline  
Ann Arbor, MI 48103

You can also have payments made by automatic withdrawal. Contact Walden Management to take advantage of this option. The prompt payment of assessments by all co-owners is critical to the financial integrity of the community. All monthly assessments are due on the 1<sup>st</sup> day of the month. Payments received after the 10<sup>th</sup> of the month are subject to a late charge.

#### **E. STANDING COMMITTEES**

Oak Meadows has a committee structure to assist the Board of Directors in a number of areas. Each committee has a board member acting as liaison that reports at the Board meetings. We encourage participation by all members of the Association and the committee structure is a good place to begin. The committee and their purposes are: **Communications** – publishes the community newsletter “The Acorn” and promotes community functions; **Capital Improvements** – prepares bid packages for major capital projects, reviews bids, monitors and updates infrastructure needs, and maintains the long range capital maintenance plan; **Landscape** – recommends annual plan for landscape maintenance, tree replacement and care, and maintains the common garden beds.

If you have an interest in assisting the Association by serving on a committee, please refer to the Acorn and contact a Board Member.

#### **F. OAK MEADOWS SITE PLAN**

The Association includes 152 units located in 30 buildings. A map is included which details the extent of the Oak Meadows property.

**SECTION TWO**  
**IMPORTANT PHONE NUMBERS**

**A. MANAGEMENT COMPANY**

Walden Management (Regular Hours)	734-769-2344
Emergency Phone Number (After Hours)	313-796-6955
Walden Company Fax Number	734-769-6069

**B. EMERGENCY**

Police	<b>911</b>
Fire	<b>911</b>
Ambulance	<b>911</b>

**C. LOCAL GOVERNMENT – PITTSFIELD CHARTER TOWNSHIP**

Township Police Non Emergency	734-944-4911
General Information	734-944-4440
Solid Waste Refuse Collection	734-996-3000
Pittsfield Assessor’s Office	734-944-1430
Pittsfield Recreation Department	734-996-3056
Recreation Department Ann Arbor Schools	734-994-2300
Superintendent Ann Arbor Schools	734-994-2230

**D. UTILITIES**

Electricity	DTE	800-477-4747
Natural Gas	DTE	800-477-4747
Gas Leaks	DTE	800-947-5000
Cable TV	Comcast	734-973-2266
Refuse/Recycling	Hornbeck	800-662-9361

**SECTION THREE**  
**SERVICE REQUESTS AND MAINTENANCE**

**A. ROUTINE SERVICE REQUESTS**

All non-emergency requests for maintenance of general common elements should be made by calling your request into the Walden Management office. 734-769-2344 or sending an email to: [hutch@provide.net](mailto:hutch@provide.net) . Upon receipt, the request will be entered into the Maintenance Log for the Association, ranked in priority, and assigned to the maintenance staff or a contractor as time and resources allow. The staff or contractor will contact you to make arrangements for the work to be completed if access to your unit is necessary. If access is not necessary the work will be completed and a copy of the request or door hanger will be left to inform you along with a survey card. If the staff needs to contact you, then a door hanger will be left with additional information or instructions.

**B. EMERGENCY SERVICE REQUESTS**

If your request is an emergency you should contact the management office at 734-769-2344. If the emergency is after regular business hours, use the emergency pager number **313-796-6955**. Emergency requests are situations that endanger life or property. Examples might include floods, burst pipes and serious roof leaks. In the case of police, fire or medical emergency, call 911,

**C. MAINTENANCE GUIDELINES AND MATRIX**

Maintenance and repair in the Oak Meadows Association is the responsibility of either the Association or the unit owner. To assist in determining who is responsible for various maintenance items, a list of common items has been prepared in the attached Maintenance Matrix. Some general statements about maintenance policies are as follows:

1. Responsibilities for maintenance, repair, and replacement are defined by the recorded Master Deed and By-Laws for the Condominium Association with subsequent interpretation and policy established by the Board of Directors, as appropriate.
2. Performance of the maintenance, repair and replacement for the Association is the responsibility of the Board of Directors and may be delegated to the Management Company.
3. In general, the Condominium Association is responsible for maintenance, repair, and replacement of the General Common Elements including land, driveways, roads, sidewalks, utility (electrical, gas, telephone, plumbing) networks up to the point of unit connection, foundations, outside perimeter walls, roofs, the cabana building, pool, and game court.

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4. In general, Co-owners are responsible for maintenance, repair, and replacement of items on the inside of the unit perimeter walls and system interior utility network including extension of utilities (electric, T.V., telephone, gas, plumbing) reserved for each individual unit owners use from connection point at meter or shutoff.
5. In general, the Co-owners are responsible for maintenance, repair, and replacement of any and all items that are damaged by themselves, guests, and or invitees regardless of normal maintenance responsibility.
6. The priority, timing, method, financing, degree, and type of maintenance, repair and replacement for the Association is up to the reasonable discretion of the Board of Directors. The cost is ultimately assessed to all Co-owners through the monthly Association fee.
7. Modification or alteration of any common elements requires approval of the Board of Directors. Please refer to the “Alteration and Modification Requests” section of this handbook.
8. These statements and the attached matrix serve as guidelines only and if any items are in conflict with the recorded Master Deed and By-Laws, then the recorded documents will prevail.

**Maintenance Matrix**

Item	Assoc-iation	Co-Owner	Comments
<b>Air Conditioner</b>		√	
<b>Animals in House</b>		√	
<b>Appliances</b>		√	
<b>Basement</b>			
<b>Carpet</b>		√	Non-standard improvement
<b>Concrete Floor</b>	√		
<b>Cracks, Settlement</b>		√	
<b>Finished Drywall, Electrical, Plumbing</b>		√	All finished space in the based is the owner’s responsibility
<b>Foundation</b>	√		
<b>Furnace</b>		√	
<b>Hot Water Heater</b>		√	
<b>Humidifier/Dehumidifier</b>		√	
<b>Laundry</b>		√	
<b>Wall Leaks</b>	√		Through walls in basement – Owner must remove any finished interior wall material
<b>Windows</b>		√	
<b>Chimney</b>			
<b>Birds</b>		√	
<b>Cap/Screen</b>	√		
<b>Cleaning</b>		√	

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<b>Damper Adjustment</b>		√	
<b>Inspecting</b>		√	Problems with draw & back draft
<b>Leaks</b>	√		
<b>Decks</b>			
<b>Lights</b>		√	
<b>Staining of Rail</b>	√		
<b>Deck Floor Treatment</b>		√	
<b>All other repair</b>	√		
<b>Snow Removal</b>		√	
<b>Doors, Outside Only</b>			
<b>Broken Glass</b>		√	
<b>Lock Mechanism</b>		√	Also lockouts
<b>Frame</b>		√	
<b>Garage Passenger</b>		√	
<b>Screens</b>		√	
<b>Storm Doors</b>		√	Approved models only permitted
<b>Surface-Outside</b>		√	Painting Only/Cleaning is Co-owner
<b>Surface-Inside</b>		√	
<b>Threshold</b>		√	
<b>Weather strip</b>		√	
<b>Doors, Interior</b>		√	
<b>Electrical</b>			
<b>Basement-Finished</b>		√	
<b>Basement-Unfinished</b>		√	
<b>Bulbs-Inside</b>		√	
<b>Bulbs-Outside Garage</b>		√	Except F Ranch units
<b>Bulbs-All other</b>		√	
<b>Circuit Breakers/Box</b>		√	
<b>Doorbell</b>		√	Except intercom in F Ranch units
<b>Fixtures</b>			
<b>Lights-Exterior</b>	√		
<b>Lights-Interior</b>		√	
<b>Outlets &amp; Switches</b>		√	
<b>Wiring</b>		√	Load side of Meter
<b>Fireplace</b>			
<b>Chimney Cap/Screen</b>	√		
<b>Damper adjustment</b>		√	
<b>Flue Cleaning</b>		√	
<b>Gas valves/Fixtures</b>		√	
<b>Glass Doors/Screens</b>		√	
<b>Surfaces</b>		√	
<b>Floors</b>			
<b>Coverings</b>		√	
<b>Squeaks</b>		√	
<b>Sub floor/Structure</b>	√		
<b>Furnace</b>		√	
<b>Garage</b>			
<b>Automatic Opener</b>	√		
<b>Garage Door</b>	√		Except owner or visitor damage
<b>Door to Unit</b>		√	
<b>Floor-Surface</b>		√	Cosmetic cracks



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<b>Floor-Structure</b>	√		
<b>Lights – Inside</b>		√	
<b>Lights – Outside &amp; Bulbs</b>		√	See electrical/bulbs
<b>Locks, Keys</b>		√	
<b>Tracks and Rollers</b>	√		
<b>Walls – Inside</b>		√	
<b>Weather Stripping</b>		√	
<b>Insects</b>			
<b>Damage from</b>		√	
<b>Infestation</b>		√	
<b>Lawn &amp; Grounds</b>	√		
<b>Patio-Concrete</b>	√		
<b>Light Fixture</b>		√	Match existing fixture if replacing
<b>Bulbs</b>		√	
<b>Snow Removal</b>		√	
<b>Plumbing</b>			
<b>Drain</b>		√	Up to point of unit connection
<b>Faucets &amp; Fixtures</b>		√	
<b>Pipe Leaks</b>		√	After unit shut off valve – before is association
<b>Pipe Freeze up</b>		√	
<b>Outside hose bib</b>		√	
<b>Sewer Backup</b>		√	Before unit connection with building main
<b>Shut Off Valve</b>		√	You must know location of valve in unit
<b>Sump Pumps</b>		√	
<b>Porch-Front</b>			
<b>Bulbs</b>		√	Except F ranch units
<b>Concrete</b>	√		
<b>Snow removal</b>	√		
<b>Roof and Gutters</b>	√		
<b>Sidewalks</b>	√		
<b>Smoke Detectors</b>		√	
<b>Television Cable</b>		√	Contact cable company
<b>Walls</b>			
<b>Exterior-Perimeter</b>	√		
<b>Interior-Perimeter</b>			
<b>Drywall Cracks</b>		√	
<b>Nail pops</b>		√	
<b>Paint/Wallpaper</b>		√	
<b>Structure Failure</b>	√		
<b>Surfaces</b>		√	
<b>Interior-Non Perimeter</b>		√	
<b>Walk-out Basement</b>			
<b>Finished walls</b>		√	Owner opens and closes for repair of leaks
<b>Windows</b>			
<b>Broken Glass</b>		√	
<b>Handle and Locks</b>		√	
<b>Outside Caulking</b>	√		
<b>Frame</b>		√	
<b>Latches/Hinges</b>		√	
<b>Screens</b>		√	
<b>Seals Defective-Fog</b>		√	

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<b>Surfaces</b>		√	
<b>Weather Stripping</b>		√	
<b>Water Heater</b>		√	

**SECTION FOUR**  
**ALTERATIONS AND MODIFICATIONS**

**A. GENERAL GUIDELINES**

The co-owner shall submit to the management company for review by the Vice-President of the Board of Directors, an application on a prescribed form for the proposed modification. Drawings that have sufficient detail to meet Pittsfield Township building codes and standards must accompany the application. Additional details, and or clarification may be required at the discretion of the Board or its designee. All modifications shall comply with appropriate township codes and if required, a permit for the work must be obtained.

Work on the modifications shall not be initiated prior to the written approval of the Board or its designees. The co-owners shall agree, by executing a “Modification Request Agreement” to assume responsibility for the maintenance of the modification in good condition and for the future maintenance and repair of said modification as well as any related damage. It is the responsibility of the co-owner to inform a buyer of their obligation to maintain said modification.

**B. SPECIFIC GUIDELINES**

**1. OVERHANGS**

The term “overhangs” pertains to similar external modifications such as roofs over existing decks. The plan must indicate the width, depth, and pitch of the construction, the connection with eaves and or downspouts, the manner of attachment to current walls and all materials must conform to those used throughout Oak Meadows as well as any other relevant specifications. Exterior finishes (stain/paint) shall match the existing color of the building.

**2. DECKS AND PORCHES**

Decks, attached steps and rails shall be constructed of weather resistant, treated lumber or equivalent. A porch is defined as an enclosed deck or patio. To insure uniformity in our community, standards have been established based on the type of building for which a modification is being proposed. The following chart lists each type of building with a summary as to whether or not a deck or porch may be added, or an existing one enlarged, its size limitation, and any other specific standard relating to this type of modification.

The carpet covering the upper decks of the “F” units are the responsibility of the owner. There is a rubber membrane covering the deck. Make sure it is not damaged when old carpet is removed. It is the responsibility of the co-owner to notify the Management Company when replacing the carpet so that the rubber membrane can be checked to ensure serviceability.

<b>BUILDING TYPE</b>	<b>ESTABLISHED STANDARD</b>
FAIRFAX RANCH	Lower units may have either a glassed or screened enclosure the same as 2055 Bent Trail Court or 2054 Bent Trail Court. Upper units may have only a screened enclosure the same as 2058 Bent Trail Court. Framing for enclosures must be dark brown for glassed in porches and the building color for screened porches. Screens must be mounted to the exterior of any railings.
BARRINGTON ARLINTON EDINGHAM	With a walkout there are no approved changes, additions, or expansions to the deck or patio allowed. Units that do not have a lower walkout may construct a deck the same as 3368 Bent Trail Drive.
HUNTINGTON GLENVIEW LEXINGTON MANCHESTER	There are no approved changes, additions, or expansions to the deck or patio allowed
OXFORD PRINCETON QUINCY	There are no approved changes, additions, or expansions to the deck or patio allowed.

**3. ENTRY DOORS**

Shall be compatible with OMA architecture and as a minimum, meet a one-hour fire rating. Storm doors may be installed as long as they are full view doors and are dark brown. Any change in color must be approved by the Board in advance.

**4. WINDOWS**

Window wells shall be of the same general OMA construction, style and design. Additional windows/window well mounts are not permitted.

**5. VENTILATION**

Additional ventilation outlets for attics, furnaces, bathroom, kitchens, dryers or other limited common area or space which penetrates the outside shell of the unit shall be compatible with OMA architecture and décor.

**6. SECURITY**

Security shutters and similar enclosures and appurtenance shall not be permitted.

**7. HOT TUBS**

It is the policy of Oak Meadows Condominium Association to allow co-owners to have a hot tub in accordance with the following conditions:

- a. Co-owner must complete and sign a hot tub request agreement (see Appendix One) from and submit to the OMA Board of Directors for approval.

- b. The co-owner's unit must be located on the periphery of the Association's property, and the back of the unit must face the OMA property line.
- c. The hot tub must be a portable model that can be assembled, filled and emptied without the need for plumbing fixtures such as water lines and drains that must be permanently connected to the existing plumbing system in the co-owner's unit.
- d. The hot tub must be located at the back of the unit and situated on the ground level.
- e. The hot tub must not be in the sightline of neighboring unit(s). If the hot tub *is* in a sightline, the co-owner must erect privacy wall(s) to block such sightline(s). *(If so required, privacy walls must be included as part of the modification request and must conform to OMA architectural standards.)*
- f. The hot tub must be covered and properly secured at all times when not in use.
- g. Co-owner agrees to abide by all regulations governing the proposed modifications, as well as all other applicable OMA rules and regulations.
- h. The co-owner is responsible for all costs related to the installation, use, on-going maintenance and repair of the hot tub. OMA shall not be liable for any costs associated with co-owner's hot tub.
- i. The co-owner must provide OMA Board with evidence of the co-owner's property insurance, which must provide damage and liability coverage specific to the hot tub.

## **8. DRAINAGE**

Any modification which may affect the drainage system, for example: footing drains, eaves troughs, gutters, downspouts, and surface drainage shall be considered as a part of the modification and shall not be permitted if any adverse affect is anticipated.

## **9. BUILDING STRUCTURE**

Modifications to foundations, supporting columns, exterior or interior walls, roofs, ceilings, floor construction, chimneys, etc. is discouraged. If proposed, complete architectural and engineering designs must be provided by a licensed architect/engineer.

## **10. UTILITIES**

Plumbing, water distribution systems, sanitary sewer, storm drainage, electrical, gas and telephone system modifications are discouraged and shall comply with the general requirements of these guidelines and policies.

## 11. SATELLITE DISHES

The Federal Communications Commission (the FCC) adopted a rule effective October 14, 1996, preempting certain associations restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (Dish). The Association desires and intends to adopt reasonable restrictions governing installations, maintenance, and use of these devices in the best interest of the Community and consistent with the FCC rule.

The term DISH used in this guideline is defined as any device used for the reception of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS).

Only DBS and MDS dishes that are one meter or less in diameter may be installed. Dishes that are greater than one meter are prohibited. All dishes not covered by the FCC rule are prohibited.

Installation of dishes on the Limited Common Elements does not convert the Limited Common Elements to individual property. Dishes must not encroach upon any common elements, any other owner's individual unit or Limited Common Element, or the air space of another owner's Limited Common Element.

Dishes shall be located in the Deck or Patio area shielded from view from the street, outside the community or from other units to the maximum extent possible. The recommended location for these dishes is on the deck floor or suspended just between the deck floor or on the patio. However, nothing in this recommendation would require installation where an **acceptable quality signal** cannot be received, but in no case will installation be permitted on a General Common Element, even if an acceptable quality signal cannot be received from the Limited Common Element.

Dishes must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the dish, including damage from wind velocity. There shall be no penetrations of the exterior, General Common Elements or exclusive-use areas of the building.

If penetration of the exterior of the building is necessary for cable connections, the penetration shall be properly water proofed and sealed in accordance with applicable industry standards and building codes. (The purpose of this is to prevent structural damage to the building and residences from moisture.)

Owners who install or maintain dishes are responsible for all associated cost, including but not limited to place (or replace), repair, maintain, and remove dishes, or to repair damage to property caused by dish installation, maintenance or use. Owners shall not permit their dish to fall in disrepair or to become a safety hazard.

Dishes shall be installed and secured in a manner that complies with all applicable city, county, and state laws and regulations, and manufacturer's instructions. Owners,

prior to installation, shall provide the Association with a copy of any applicable government permit, if required for safety reasons.

To ensure the safety of Association residents and personnel as well as safe and easy access to the association's buildings and structures. Dishes shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electric service equipment or any other areas necessary for the safe operation of the condominium.

Dishes shall remain the color as originally manufactured or painted to match the color of the owner's structure, at the discretion of the Association. Exterior dish wiring shall be installed so as to be minimally visible.

If maintenance requires the temporary removal of dishes, the Association shall provide owners with seven (7) days written notice. Owners shall be responsible for removing or relocating dishes before maintenance begins and replacing dishes afterward. If the dishes are not removed in the required time, the Association may do so, at the owner's expense. The Association is not liable for any damage to dishes caused by Association removal.

Any owner desiring to install an antenna must complete a modification form and submit it to the Board of Directors in care of the Management Company. If the installation is other than routine for any reason, the owner and the Management Company or the Board of Directors must establish a mutually convenient time to meet with the owner and discuss installation methods.

These policies shall apply in all respects to tenants. Tenants desiring to install a dish shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the modification form.

If any provision of this policy is determined to be invalid, the remainder of the policy shall remain in full force and effect.

### **C. CONSENT TO ALTERATION OF UNIT**

Co-owners who desire to alter or modify their unit are required by the terms and conditions of the Master Deed and by the Michigan Condominium Act to obtain an advance written consent of the Association. If the Oak Meadows Association does consent to the alterations of the Unit as described it does so under the following conditions:

1. Co-owner agrees to pay costs and/or expenses of any nature whatsoever resulting from the said alterations, including those involved in installation of same, as well as any and all engineering or architectural review, opinions and/or approvals requested by and provided to the Association. The alteration shall be maintained, repaired and replaced as necessary by Co-owner and shall at all times be maintained in keeping with the standards established by Oak Meadows Association, except as otherwise provided by law. In the

event Co-owner fails to do so, the Association may maintain, repair, restore, and/or remove the alteration to the original condition prevailing prior to the alteration.

2. All costs and expenses incurred by the Association from time to time in connection with said maintenance, repair, restoration, and/or removal, including but not limited to any ancillary damage to common elements and/or increased insurance premiums, shall be assessed to the Unit and collected by the Association in the same manner as provided in the condominium documents for collection of condominium assessments.
3. Co-owner agrees to and hereby does defend, indemnify, and hold the Association harmless on any liabilities, cost, expenses, and/or damage, including court costs and actual reasonable attorney fees incurred by the Association and /or Co-owner in connection with the said alterations.

Co-owner expressly agrees and acknowledges that the Association's consent extends to and includes only those alterations explicitly described on the request and that any alterations not explicitly described on the request must be separately approved in writing in advance by the Association. Co-owner agrees to obtain all necessary permits and to comply with all applicable zoning, building code and other requirements imposed by any governmental agency or entity. Further, the parties agree that the agreements set forth herein shall be binding on and for the benefit of the parties hereto, their successors and assigns, and all parties subsequently obtaining an interest in the Unit.



**SECTION FIVE**  
**COMMUNITY RULES AND PROCEDURES**

**A. POOL RULES & REGULATIONS**

The following rules are for the protection and benefit of all, to assure safe and sanitary operation of the pool facilities.

1. **POOL HOURS:** 9:00 a.m. to 10:00 p.m. Weekdays/Sundays and 9:00 a.m. to 11:00 p.m. on Fridays and Saturdays. 9:00 a.m. to 10:00 a.m. is reserved for adults only.
2. There will be no unauthorized use of pool and basketball court after scheduled hours. Violators will be subject to immediate fines. Trespassers will be subject to prosecution by the police.
3. All persons using the pool, deck, and cabana areas do so at their own risk. Oak Meadows Condominium Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
4. Persons using the pool, deck, and cabana area agree not to hold Oak Meadows Condominium Association liable for actions of whatever nature occurring within this area. Owners are responsible for the actions of their children and guests.
5. All persons must shower before entering the pool or hot tub.
6. Suntan oils, lotions, powders, etc. must be removed before entering the pool.
7. Persons having any infection or a communicable disease are not permitted to use the pool.
8. Profanity, running, boisterous and rough play are not permitted in the pool area.
9. Loud noise and loud music are prohibited.
10. Glass containers, breakable objects, food, gum, and alcoholic beverages are not permitted in the pool area. Food and alcoholic beverages are permitted in the deck area.
11. Babies of diaper age must wear rubber pants over any type of diaper, including disposable diapers to be in the pool. They are not permitted in the hot tub at any time.
12. No pets are permitted in the pool, deck, or cabana area.
13. No one under the age of six (6) is permitted in the hot tub. All children under the age of 13 must be accompanied by a responsible adult (at least 18 years old) in the pool area.

14. A resident must accompany guests when in the pool area. Please limit the number of guests during crowded times in order to afford other community residents use of the pool. Residents will be held responsible for the conduct of their guests.

## **B. PARKING RULES & REGULATIONS**

1. Storage of vehicles outside of garages is prohibited and subject to towing and/or fine. Storage means parked vehicles not driven frequently, inoperable, or not properly licensed.
2. Park in designated parking areas only. Parking should follow the lines defining the parking spot. Center parking shall be parallel parking not diagonal.
3. No trailers, commercial vehicles, boats, camping vehicles, etc. may be parked on the premises. Commercial vehicles are defined by the Board of Directors resolution on commercial vehicle parking. It states in part that a commercial vehicle or truck prohibited from parking on the premises is defined as: any vehicle used for commercial purposes; any vehicle with commercial advertising, business addresses, or phone numbers anywhere on the vehicle; any vehicle with ladder racks, glass racks, or any attachment used for transporting materials.
4. Owners will be responsible for cleaning up oil or gasoline from their driveways. Fines and clean-up costs will be levied for failure to comply.
5. Parking areas must not be used for vehicle maintenance.
6. A speed limit of 15 miles per hour shall be observed.

## **C. PET RULES & REGULATIONS**

1. Limit of two (2) pets to a unit. No dangerous or savage pets are allowed.
2. All pets must be confined to the interior of units except while on a leash and under the owner's direct control. Pets shall not be tied to a tree or shrub or staked in any other way at any time.
3. Pets walked along Oak Valley Drive shall remain within 10 feet of the sidewalk. Pets shall be prevented from urinating on flower gardens, beds, shrubs and trees. It is the pet owner's responsibility to repair any all damage caused by a pet, including damage to the lawn at the rear of their unit.
4. All fecal matter left by any pet must be IMMEDIATELY and THOROUGHLY removed. Failure to do so shall result in a warning to the co-owner on the first offense, and a fine plus clean-up costs on second and subsequent offenses.
5. Excessive or annoying pet noise from either inside or outside a unit is prohibited.

**D. GARDEN MAINTENANCE**

1. Co-owners are responsible for maintaining the garden beds adjacent to and around their unit.
2. Shared courtyards shall be jointly maintained by adjacent owners. Unless otherwise arranged between them, the central bed shall be split in half lengthwise with the half closest to each co-owner being that co-owner's responsibility.
3. Stacked ranches are the joint responsibility of all co-owners living in those units. Co-owners of stacked ranches shall decide among themselves which areas they will maintain with each owner having one designated area to maintain.
4. Gardens beds shall be kept weed-free, shrubs trimmed as needed, and otherwise presentable by co-owners. Fall and spring clean-up by co-owners shall include removal of dead plant matter.
5. The Association will provide mulch for use by owners on an annual basis (first come, first served) and will maintain trees planted by the Association.
6. Co-owners failing to comply with these regulations shall be sent a warning letter on the first offense. Failure to act or subsequent offenses shall result in the Association hiring someone to do the gardening for which the co-owner shall be billed for costs and fined in accordance with Parts F and G of this section.

**E. MISCELLANEOUS**

1. Grills, chairs, personal property, toys, bicycles, etc., may not be left unattended on the common grounds other than decks and patios.
2. Trash must not be put out before 6:00 p.m. on the evening prior to pick-up.
3. Audio and video equipment must be kept at a volume that cannot be heard in any adjoining unit.
3. Seasonal visual displays must be removed within three weeks of the holiday.
4. Use of firearms, BB guns, bows & arrows, etc., is absolutely prohibited on or about condominium property. Parents will be held responsible for the behavior of their children in this regard.
5. In order to protect deck rails from further rotting, no flowerpots or boxes are to be placed on the top of the deck rails.

## **F. VIOLATION PROCEDURES**

The violation of any of the provisions of the By-Laws and/or Rules and Regulations will be grounds for assessment of a monetary fine for such violation by the Association. All violations shall be subject to the following procedure:

1. Violations shall be presented to the Board of Directors or Walden Management, preferably in writing, including as much detail as possible and signed by the complainant.
2. Walden Management shall send a warning letter to the violator (co-owner and or resident of record) citing the violation and the remedial action necessary.
3. The violator may request a hearing before the Board to offer evidence in defense of the alleged violation. The Board shall decide if the evidence shows a violation has occurred and direct management to enact a penalty; or dismiss the violation.

## **G. FINE ASSESSMENT PROCEDURE**

First Violation: Warning letter.

Second Violation: \$50.00 fine due and payable at monthly assessment time.

Subsequent Violation: \$100.00 fine due and payable at monthly assessment time.

Co-owners have 30 days to pay fines. After that time, fines will be deducted from monthly assessment fees which could lead to late fees being assessed for monthly dues.

## **H. MONTHLY ASSESSMENT FEES**

Condominium Association Fees are due on the first of the month. Fees not received before the tenth of the month are subject to a \$35.00 late fee.

**SECTION SIX**  
**INSURANCE INFORMATION**

**A. GENERAL**

There are two insurance policies of interest to co-owners: The Association's insurance policy and the Co-owner's condominium homeowner insurance policy. In general, the Association maintains a blanket policy to cover the buildings and the common elements and the co-owner's policy should cover all other property within the units. We have included more detailed information on what is covered below and also refer you to Article VI of the Condominium By-Laws so you and your personal insurance professional may better determine the extent of coverage you may require.

**B. ASSOCIATION INSURANCE**

The Association Insurance policies are currently serviced by Michigan Group Insurance, Jonathan Kidder, and insured by Farmer's Insurance. The policies carried by the Association include blanket building coverage, liability coverage, and Directors and Officers liability insurance. Insurance certificates for co-owners and their lenders are available from Michigan Insurance Group by calling:

Michigan Insurance Group  
734-459-9797

In general, the Association policy covers the common elements for the Association including the building exterior, perimeter walls, doors and windows, sub-floors, wires, pipes, conduits and ducts therein, some fixtures and equipment inside the units. We have included a list of typical fixtures and equipment covered by the Association policy in your unit under this program.

This list applies only to insurance and covered perils and not maintenance, repair, or replacement responsibilities. (Please refer to your Association Maintenance Matrix for maintenance responsibilities.):

- Cabinets and Counters
- Plumbing Fixtures
- Common elements within the walls and floors (wiring, plumbing, ducts)
- Fireplace
- Decks

The Association policy also includes a "deductible" amount that is assessed to the owner of the unit where a loss or portion of a loss occurs.

The Association insurance **does not** include any coverage for any personal property, your personal liability coverage, or alternative living expenses. You should insure for these

possible losses independently. It also **does not** include coverage for the following types of fixtures and equipment.

- Window Coverings/Treatments
- Rugs or Floor coverings not securely attached to the sub floor
- Personal Property of any kind
- Floor Coverings
- Wall Coverings
- Interior Walls (but not the common element located therein)
- Interior Trim
- Interior Doors
- Furnishings
- Security and Alarm Systems
- Sound Systems
- Association deductible
- All appliances (built-in or free standing)
- Light Fixtures
- Closet Hardware
- Door and Drawer Hardware
- Basement finishes of any kind

### C. CO-OWNERS INSURANCE

It is strongly recommended that all co-owners have a Condominium Owner Insurance Policy. This type of policy is generally referred to as an “HO 6” or Home Owners Type 6 policy. This policy should be structured to cover those items not covered by the Association policy inside the units.

In general as outlined above, this would include but would not be limited to the following: the entire finished basement space, all wall coverings, floor coverings, furnishings, clothing and jewelry, and from all perils including ground water seepage through the foundation walls. Many policies may also include limits for coverage of such possessions as jewelry, computers, special electronics, and security systems; yours may require optional coverage to be fully insured for these items. You should also carry personal liability insurance for your protection from personal injury claims in or near your unit or on the condominium grounds. You should also arrange for coverage of the Associations deductible should the loss or portion of the loss occur to your unit or be attributable to your negligence or negligence of your guest(s). You must also provide coverage for any relocation expenses should the unit become uninhabitable due to a loss. Please provide this information to your insurance professional so they may help you determine the best amount of coverage for you.

## SECTION SEVEN

### HOUSEHOLD HINTS AND TIPS

#### A. ELECTRICAL

Always exercise caution when working with electrical components. If the repairs require skills greater than your expertise, please call a professional. The following describes the most common service request situations:

Each home is equipped with Smoke Detectors wired to the electrical system that are required by the building code. Please test the unit on a regular basis by depressing the test button located on the face of the unit. Replace defective units immediately. It is recommended that you supplement these detectors with additional battery models in case of electrical fire. Batteries should be replaced at least twice a year. A good time to do this is when daylight savings time begins in the spring and ends in the fall.

Any loss of power to electrical appliances or lights may be caused by the circuit breaker. A circuit breaker will “trip” in the event that the circuit amperage capacity has been exceeded. This may be due to too many electrical devices or appliances on a single circuit. In some cases, the device or appliance may be defective. Locate the circuit breaker box in your home (usually in the basement or utility area) and make sure the breakers are all engaged. If a breaker shows “red” or “off” it is not engaged. If the problem seems more severe, call a licensed electrician. **Never touch the circuit breaker panel in the event of basement flooding.**

Your outside outlets, bathroom and some kitchen outlets are generally on a Ground Fault Interrupter (GFI) circuit. This is an additional safeguard to shut off power to the circuit in case of a malfunction. If your outlets in those areas don't work, it could be because the ground fault interrupter switch is off. The switch or “circuit breaker” for the GFI is located on one of the outlets. Find the outlet that includes the switch and click it back on. If it trips again, then you need assistance due to a malfunction in the circuit.

If a light does not work, begin by replacing the bulb. Check on the fixture to be sure you are using a bulb that does not exceed the recommended wattage for the fixture. The fixtures are designed to operate using bulbs within a certain wattage range. Higher wattage bulbs generate more heat that could damage the fixture.

Some rooms are equipped with a switched outlet that is operated with a wall switch usually near the door or entry to the room. Be sure this switch is in the ON position before testing the bulb or the circuit breaker. In case of a complete power outage in your home, check to see if other neighborhood lights are on. If they are on, then check your master circuit breaker. If no neighbor lights are on, contact the power company.

#### B. HEATING AND AIR CONDITIONING

Your furnace has a filter that should be changed frequently (many manufacturers recommend once a month). The filters are not expensive and may be purchased at most hardware stores. There are also replaceable filters that you can remove, clean, and

replace for the furnace. Check your local supplier. An annual inspection and cleaning by a qualified heating/cooling contractor can help avoid problems during the heating season.

To protect against a unit freeze up during the winter due to a malfunctioning furnace you might purchase a “Light with an in-line thermostat” and install it near a window when leaving for a weekend or more (or even overnights). Ask a neighbor to keep an eye on the window for you. If the temperature in your home goes below that set on the thermostat, the light will go on alerting the neighbor there is a problem. This could save much expense and inconvenience caused by frozen pipes upon your return. There are also electronic and home computer devices available that will automatically call a designated phone number along with back up numbers if the furnace fails or temperature decreases inside the home.

If you smell natural gas, call Michigan Consolidated Gas at 1-800-942-5571.

If you have furnace or air conditioning problems you are unable to solve, call the contractor labeled on the furnace or a licensed professional.

You should visually inspect your air conditioning compressor located outside your unit. It is important the unit is stable, level, and clean. Soil erosion may cause the compressor to “hang” by the piping. This can damage the compressor and lead to costly repairs. Place patio blocks or additional soil under compressors as may be required. In the event of loss of cool air from the air conditioning, check that the compressor is running. The compressor is equipped with an external fuse box that may require a new fuse. If the compressor is running and no cool air is expelled, the refrigerant may have to be recharged by a licensed professional contractor. The air conditioning will cause condensation of water that is normally discarded via PVC tubing into the basement or utility room drain. Be sure this tube is not clogged. The fins on the compressor should be cleaned with compressed air or water from the hose in order to operate efficiently. Just like the furnace, an annual inspection and service by a qualified heating/cooling contractor can help avoid problems during the cooling season.

### **C. FIREPLACE AND CHIMNEY**

Periodic professional cleaning of the chimney is very highly recommended. Cleaning can help identify potential problems and eliminate built up residues in the chimney which can lead to chimney fires if not removed.

When the fireplace is not in use, keep the damper closed to block the escape of warm air from inside your home. Be sure to open the damper before lighting the fire.

### **D. PLUMBING**

Locate and know how to shut off the water valve to your individual unit. There are generally shut off valves on the pipe coming from the main line and another shut off where the pipes go to the second story in the townhouse units. If your unit is attached to others and your unit has the main shut off for the building (usually by the water meter)



make sure you know which valve is yours so you don't shut off water to the entire building in case of an emergency in your unit.

If you are leaving your home over night during a cold spell in the winter it is recommended you turn the water off to your unit. If you are leaving for a weekend or more, you might also drain the water lines. This is accomplished by turning the water off to the unit, go to the faucet at the lowest point of your system and turn it on along with the faucet at the highest point in the system. This will save much damage and inconvenience if the pipe were to freeze while you are away. It could be the difference between a few hundred dollars damage and a major loss of tens of thousands of dollars.

You are required to shut off the water and drain the outside faucet's and water line's for your condominium unit in the fall each year. This is done by closing the valve to the outside faucets located in your basement or utility area and opening the outside valve to drain the water out. It is recommended you leave the outside faucet open in case water is trapped somehow in the line. If an outside water line breaks, the Association will not be responsible for the repair or damage.

In the event of loss of hot water, check the hot water heater gas burner and see if it goes on when increasing the water temperature on the thermostat located on the lower side of the heater on the gas valve. If it does not light, follow the instructions or procedure located on the side of the hot water heater. If you smell natural gas call Michigan Consolidated Gas at 1-800-942-5571.

In order to prevent problems with your garbage disposal, always use plenty of cold water when the disposal is in operation. Do not use chemicals to clear the disposal. After turning the disposal off, clear by using the disposal wrench (large Allen wrench) underneath to free the cutters and remove the obstruction by hand.

Every drain has a J shaped piece of pipe called a trap. The trap is designed to hold water which blocks bacteria and odor from sewer gas from entering the room from the waste system. It is also where most clogs occur. Drains that are not in regular use should have water run down them periodically to replace evaporating water in the trap.

To prevent clogged drains do not pour grease down the drain and never use caustic soda to open the drain. Grease and soda will combine to form a material that will not dissolve. You can periodically add cleaning agent (trisodium phosphate) with hot water to the drain. This will help clean out small grease particles and other debris before they cause a problem. Run hot water down the drain for a couple of minutes then turn it off. Add the cleaning agent and let it sit for 10 to 15 minutes. Then run more hot water down the drain.

If clogs occur, the following procedures should be enough to eliminate all but the most difficult blockages:

1. First, try a plunger for bathtub, shower, and sink drains. The rubber cap should completely cover the drain and the water should cover the edge of the cap. Work the plunger up and down which will build pressure in the line and for the blockage out of the trap and line. If that doesn't work, then:
2. Second, try a plumber's snake which can be purchased at any hardware store. Turn the handle of the snake while inserting the bit end into the drain. Remember to turn the handle in the same direction as you remove it from the drain. This will keep the material that blocked the drain from coming loose before it is removed. If that doesn't work, then:
3. Third, place a bucket under the trap and remove the trap. Remove the locking material and replace the trap. (You can also use the plumber's snake on the remaining drain line at this point if you don't find the blockage in the trap).

Clogged toilets are cleared in the same manner as other drains except that instead of a plumber's snake, you should use a coil spring auger, also available at the hardware store. The operation is basically the same as the snake. (Toilet traps are not removable since they are built into the toilet.)

Your Faucets should be relatively trouble free for many years with a small amount of maintenance and proper care. Most leaks can be attributed to worn out or damaged washers. Replacement washers can be purchased at most hardware stores. Remember to shut off the water valve off to the faucet before attempting repair.

Faucet Aerators are located at the faucet spout and add air to the water as it leaves the faucet. The aerators should be checked and cleaned about every four months depending on the hardness of the water. Just unscrew the aerator and clean it.

## **E. WINDOWS**

If you need to replace any window in your unit, you will find that they are difficult to replace locally. The name of the company that produced the windows is **BILTBEST WINDOW AND PATIO DOORS**. They can provide you with replacement information and be contacted at: 175 S. Tenth Street, Ste. Genevieve, MO 63670; 1-800-245-8237

## **F. TRASH AND RECYCLING**

Trash day is Monday. Please do not put trash or recycling out before 6:00 p.m. the night before. If Monday is a holiday, then pick up will be on that Tuesday. A recycling program is in place. Please refer to the recycling guidelines provided by the recycling contractor included in this package or call at the number below. For questions regarding rubbish removal, recycling, or special pick up of items, please contact Hornbeck Recycling at 800-662-9361.

**SECTION EIGHT**

**OAK MEADOWS BY-LAWS**

(EXHIBIT "A" TO THE MASTER DEED)

ARTICLE 1

ASSOCIATION OF CO-OWNERS

Section 1. Oak Meadows Condominium, a residential Condominium located in the Township of Pittsfield, County of Washtenaw, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Corporate Bylaws, the Articles of Incorporation, the duly adopted rules and regulations of the Association, and the laws of the State of Michigan.

These Bylaws shall constitute the Bylaws referred to in the Master Deed and required by Section 3 (8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") The Corporate Bylaws provided for under the Michigan Nonprofit Corporation Act shall be supplemental to these Condominium Bylaws.

Section 2. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-owner's Unit in the Condominium.

A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association pursuant to the Condominium Documents and the Act, shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments For Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

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(a) Budget, Additional Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due not more than ten (10) days after such new annual or adjusted budget is adopted.

An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by additional or lump sum assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve fund should be used for major repairs and replacements of Common Elements.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments.

If the Board of Directors at any time determines, in its sole discretion that the assessments levied are or may prove to be insufficient:

- (1) to pay the costs of operation, management, maintenance and repair of the Condominium;
- (2) to provide replacements of existing Common Elements;
- (3) to provide additions to the Common Elements not exceeding Ten Thousand Dollars (\$10,000.00), in the aggregate, annually, or
- (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-owner approval as it shall deem to be necessary.

The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general and/or additional assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, other than additional assessments referenced in subsection (a) of this Section 3, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to:

- (1) assessments for additions to (and not repair or replacement of) the Common Elements of an aggregate cost exceeding \$10,000.00 per year;
- (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof;
- (3) assessments to purchase a Unit for use as a resident manager's Unit; or

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(4) assessments for any other appropriate purpose not elsewhere herein described.

Special assessments referred to in this subsection (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in number and in value. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

Section 3. Apportionment Of Assessments; Default In Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Subject to Section 4 below, any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited Condominium Unit or Units in the proportion which the percentage of value of the benefited Unit(s) bears to the total percentages of value of all Condominium Units so specially benefited.

Annual assessments as determined in accordance with Article II, Section 2 (a) above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge shall be assessed for any assessment in default after the 10th of the month. The late charge shall be in the amount of Twenty Dollars (\$20.00) or such other amount as may be determined by the Board of Directors from time to time. In the event the board establishes a new late charge amount, it shall give written notice to all members thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, attorney fees, interest and costs and thereafter against assessments in order of oldest delinquency.

Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the Co-owner's Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit.

Section 4. Waiver Of Use Or Abandonment Of Unit; Uncompleted Repair Work. No Co-owner may exempt himself or herself from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of the Co-owner's Unit, or because of uncompleted repair work, or the failure of the Association to provide service.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in an answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner.

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Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause the Unit to be sold with respect to which the assessment(s), is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, the Co-owner was notified of the provisions of this Section and that the Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit.

Notwithstanding the foregoing, a judicial foreclosure action shall not be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his/her or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional and/or a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by or in the form of a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The Affidavit may contain other information that the Association of co-owners considers appropriate as per the Michigan Condominium Act including but not limited to the amount of any unpaid interest, costs, attorney fees, future assessments, court costs and/or unpaid monetary fines. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the co-owner. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees), late charges, unpaid monetary fines and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default including late charges and unpaid monetary fines, if any, and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from the Co-owner's Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any person claiming under such Co-owner as provided by the Act.

Section 6. Liability Of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which acquires title to the Unit

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pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title by such holder, purchaser or assignee (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Property Taxes And Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 8. Personal Property Tax Assessment Of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration,

Section 9. Construction Lien. A construction lien (mechanic's lien) otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to the limitations set forth in Section 132 of the Act, including the following:

(a) A mechanic's lien for work performed upon a condominium unit or upon a limited common element may attach only to the condominium unit upon which the work was performed.

(b) A mechanic's lien for work authorized by the association of co-owners may attach to each condominium unit only to the proportionate extent that the co-owner of the condominium unit is required to contribute to the expenses of administration as provided by the condominium documents.

(c) A mechanic's lien may not arise or attach to condominium unit for work performed on the common elements not contracted by the association of co-owners.

Section 10. Statement As To Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement from the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except tax liens on the condominium unit in favor of any state or federal taxing authority and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as it may from time to time determine.

### ARTICLE III

### ARBITRATION

Section 1. Scope And Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of both of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to

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the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

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

Section 3. Election Of Remedies. Election by the parties to submit such disputes, claims or grievances to arbitration shall preclude them from litigating such disputes, claims or grievances in the Courts.

### ARTICLE IV

#### INSURANCE

Section 1. Insurance Responsibility of the Association. The Association shall carry property insurance, general liability insurance, officers and directors liability insurance, workers compensation insurance, if applicable, and such other insurance as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the general and limited Common Elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

(a) Insurance Responsibility of the Association and the Co-owners. It shall be each Co-owner's responsibility to determine by personal investigation the nature and extent of insurance coverage needed to protect his/her unit, his/her personal property located within his/her unit or elsewhere in the Condominium and for his/her personal liability for occurrences within his/her unit or upon the Limited Common Elements appurtenant to his/her unit and also for additional living expenses. Each Co-owner may obtain insurance coverage at his/her own expense upon the building items within his condominium unit which were furnished with the unit by the Developer however it will be considered to be excess insurance since the Association's property insurance will be primary coverage as described below. The Association shall purchase insurance for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of Certificates of Insurance with mortgagee endorsements to the mortgagees of the Co-owners. All property and liability insurance carried by the Association and the Co-owners shall contain appropriate provisions whereby the insurers waive their rights of subrogation as to any claims against any Co-owner and the Association.

(b) Insurance of Common Elements. All Common Elements of the Condominium shall be insured against fire, perils covered by a standard extended coverage endorsement, vandalism, malicious mischief and any other cause of loss deemed advisable by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, including code reconstruction, if applicable, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all building items including fixtures, equipment and trim within a unit which were furnished with the unit by the Developer. Each Co-owner shall be solely responsible to insure all betterments, improvements, and additions to their Unit and its appurtenant Limited Common Elements. The property insurance coverage shall be written on a Blanket Amount basis including an Agreed Value clause for the entire Condominium with appropriate provisions in order that no coinsurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction of the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that the Co-owners shall be enabled to judge the adequacy of such coverage. Upon re-evaluation and effectuation of coverage, the Association shall notify all the Co-owners of the nature and extent of all changes in coverages.

(c) General Liability Insurance. General liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The general liability insurance shall cover: (1) the Association; (2) each Co-owner of the Condominium but only with respect to his/her liability arising out of



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the ownership, maintenance or repair of that portion of the premises which is their duties as such; and (3) any person or organization while acting as a managing agent for the association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

(d) Officers and Directors-Liability Insurance. Officers and directors liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The liability insurance shall cover any persons who now are, or shall become duly elected or appointed directors or officers of the Association. The policy may also have to be endorsed to include "prior acts" coverage for persons who had been duly elected or appointed directors or officers of the Association if it is determined that previous expiring policies do not cover claims for wrongful acts reported after the expiration or termination date of those expiring policies.

(e) Premium Expense. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of the Association.

(f) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever Article V of these Bylaws requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Hazard insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the project unless all of the holders of mortgages on units, and all Co-owners, in the Condominium have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership, of a Unit in the Condominium, shall be deemed to appoint the Association as the true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium, the Co-owners unit and the common elements appurtenant thereto. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

### ARTICLE V

#### RECONSTRUCTION OR REPAIR

Section 1. Responsibility For Reconstruction Or Repair. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) One Or More Units Tenantable. In the event the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.

(b) No Unit Tenantable. In the event the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of all the Co-owners in number and in value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair In Accordance With Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless 66 2/3rds percent of the Co-owners in number and in value shall consent to do otherwise.

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Section 3. Co-owner And Association Responsibilities. In the event the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association subject to the terms and conditions of the Master Deed.

Section 4. Co-owner Responsibility For Repair. Each Co-owner shall be responsible for the reconstruction, repair, maintenance, replacement and decoration of the interior of the Co-owner's Unit, including all finished flooring and floor coverings, all interior walls, wall coverings, interior trim and, including, without limitation the following items:

(a) All appliances within the Unit and supporting hardware, including, but not limited to, furnace, humidifier, air cleaner, air conditioner, compressor, garbage disposal, dishwasher, range, oven, vent fan, duct work, vent covers, filter, water softeners, water filters and water heaters, if any.

(b) The complete entry door and its deadbolts, locking mechanism, handles and knobs on both sides of door, all interior doors and related hardware within the individual Unit, and the storm door, closer and all related locks and hardware for storm door; each pedestrian door located in a garage perimeter wall whether or not the garage is attached or detached.

(c) All skylights and windows including their hardware, frames, sills and flashings.

(d) All electrical fixtures and appliances within the individual Unit, including, but not limited to, doorbell systems (all components inside and out of unit), lighting fixtures, switches, outlets, antenna outlets and circuit breakers, and all exterior photocells on garages and porches.

(e) All plumbing fixtures including commodes, tubs, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals and washers located on or within an individual Unit's perimeter walls. All pipes identified as limited common elements in Master Deed, Article IV D (1).

(f) All cabinets, counters, sinks, tile and wood, either floor or wall, and related hardware.

(g) All improvements and decorations including, but not limited to, paint, wallpaper, paneling, carpeting, linoleum and trim.

(h) Individual Unit drain lines located within the Unit perimeter walls (foundation); however, in the event a drain line services more than one unit, then in that event, the Association will be responsible for its reconstruction, repair, maintenance and replacement.

(i) All other items not specifically enumerated above which may be located within the individual Unit's perimeter walls.

(j) Co-owners of upper Units in Buildings 2, 3 and 4 shall not change or alter the carpet or flooring of the exterior porches without the advance written consent of the Board of Directors.

In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 of this Article V provided however that the portion of the expense incurred but not recovered by virtue of any insurance deductible shall be the Co-owner's obligation. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgage endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event damage to a Co-owner's Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. In the event of

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substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. Association Responsibility For Repair. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements as provided in the Master Deed and any incidental damage (as that term is hereafter defined) to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. "Incidental damage" shall be defined as damage incurred to the drywall and/or floor of a Unit, but excludes any damage to the contents of a Unit, including, but not limited to, wallpaper, carpeting, paneling, furniture, and personal property. Notwithstanding anything hereinabove to the contrary, the responsibility of the Association for "incidental damage" to a Unit under the provisions of this Section 5 shall not exceed the sum of \$500.00 per occurrence. Any "incidental damage" to a Unit as described in this Section 5 in excess of \$500.00 shall be borne by the Co-owner of the Unit. In the event that the Co-owner shall have insurance which covers "incidental damage" as herein defined, the Association shall not be liable for any "incidental damage" and the insurance carrier of the Co-owner shall have no right of subrogation against the Association. This Article shall not be construed to require replacement of mature trees or vegetation with equivalent trees or vegetation.

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in the Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

Section 6. Timely Reconstruction And Repair. The Association or Co-owner responsible for the reconstruction, repair and/or maintenance shall proceed with and complete reconstruction, repair, maintenance or replacement of the damaged property without delay.

Section 7. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain.

(a) Taking of Entire Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his/her mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his/her mortgagee, as their interests may appear.

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of all 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.

(c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Paragraph 6 of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. A condominium unit partially taken shall receive a reallocated percentage of value based pro rata on the percentage taken. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written notice to all holders of first mortgage liens on individual Units in the Condominium.

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(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 8. Mortgages Held By FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 9. Priority Of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

### ARTICLE VI RESTRICTIONS

Section 1. Residential Use. No Unit in the Condominium shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1.

#### Section 2. Leasing And Rental.

(a) Violation of Condominium Documents by Tenants or Non-Co-owner Occupants. 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 shall take the following action:

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

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

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf 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 set forth in this subsection may be by summary proceedings. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(b) Arrearage in Condominium Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions. Pursuant to the Michigan Condominium Act, if the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association of co-owners, then the Association of co-owners may do the following:

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(i) issue a statutory notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding

(ii) initiate proceedings pursuant to MCL 559.212(4)(b).

(c) A Co-owner may lease his apartment for the same purposes set forth in Section 1 above provided the occupancy is only by the lessee and his family. No rooms in an apartment may be rented and no transient tenants accommodated. An exact copy of the proposed lease shall be provided to the Association ten (10) days prior to presenting it to the tenant for execution and shall specifically state that the tenant acknowledges that he/she must abide by all of the terms and conditions of the condominium documents including the Association's rules and regulations. If no lease form is to be used, then the Co-owner shall supply the Association of co-owners with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement.

Section 3. Alterations And Modifications Of Units And Common Elements. No Co-owner shall made alterations in exterior appearance or make structural modifications to the Co-owner's Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the advance express written approval of the Board of Directors (which approval shall be in recordable form), including, but not by way of limitation, exterior painting or the erection of antennas, lights, aeriels, satellite dishes in excess of one meter, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning. Satellite dishes of one meter or less will only be permitted as expressly permitted by rule of the F.C.C. "Federal Communications Commission". No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound.

The foregoing is subject to the applicable provisions of the Michigan Condominium Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the unit for persons with disabilities under the circumstances provided for in the Act at MCL 559.147 a, as amended from time to time.

The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement.

No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pumps, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments, including, but not limited to, patios and finished basements of any nature that restrict such access and will have no responsibility for repairing or reinstalling any materials, (whether or not installation thereof has been approved hereunder), that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No unlawful or nuisance activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but

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are not limited to, the following: the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animals, except not more than two dogs and/or two cats, shall be kept or be brought on to the condominium premises by any person unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and all animals shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals.

No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof.

Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. Each Co-owner of a Unit in which an animal is kept or brought shall be responsible to promptly replace all sod adjacent to the Unit damaged by fecal deposits or urine upon written request of the Association. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. Small animals which are constantly caged, such as small birds or fish shall not be subject to the foregoing restrictions.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any patio or porch and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be kept inside the units or garages until dusk of the day preceding collection and shall be returned inside on the day of collection. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may not be washed on any portion of the Condominium Premises, except in areas designated by the Board of Directors. Nothing herein contained shall be construed to require the Board of Directors to so designate an area for washing of automobiles. In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Utilization of Common Elements. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or other objects may be left unattended on or about the Common Elements. Use of any recreational facilities or other amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non-Co-owner occupants of Condominium Units in which the Co-owner does not reside and/or such guests as

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may be permitted by the rules and regulations made by the Association; provided, further, however, that the nonresident Co-owners of such Condominium Units are members in good standing of the Association.

Section 8. Vehicles. No mopeds, motorcycles, house trailers, recreational vehicles, or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles, sport utility vehicles and pickup trucks may be parked upon the premises of the Condominium, unless specifically approved by the Association or parked in an area specifically designated therefore by the Association. Nothing herein contained shall be construed to require the Association to approve the parking of such vehicles as are described in the first sentence of this Section or to designate an area therefor. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefor.

Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, the term "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business.

Nonoperational vehicles, and vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Vehicles which detract from the appearance of the Condominium shall not be parked or stored on the Condominium Premises. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises unless specifically approved by the Board of Directors. The Association may assign General Common Element parking spaces for the use of the Co-owners of a particular Unit or Units in an equitable manner.

The Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may make reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. Signs, Advertising. No signs shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time for any reason without the advance written permission of the Association. This prohibition includes, but is not limited to, "open" signs, "Garage Sale" signs and political signs however one "For Sale" sign referring only to the Unit on which it is displayed and not exceeding five square feet in size may be displayed without advance approval. No advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time without the advance written permission of the Association.

Section 10. Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

Section 11. Right Of Access Of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium.

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It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to the Co-owner's Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. In the event that it is necessary for the Association to gain access to a Unit to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws, including all damages resulting from any co-owner or their tenants, family, occupants, invitees or contractor's failure or delay in providing access to the Association. The Association shall have no liability for damages to co-owner alterations, betterments, improvements or customizations resulting from the Association's efforts to gain access to any common element nor shall the Association be held liable for the expenses of the removal or replacements of any such obstructions.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing. Any such approved landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner shall be performed and/or planted, as the case may be, in a manner consistent with the landscaping in other portions of the Condominium Premises. The Co-owner shall be responsible for the maintenance of any such approved landscaping performed by a Co-owner and any such trees, shrubs, or flowers planted by the Co-owner. In the event that such Co-owner fails to adequately maintain such landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers, or the continued maintenance thereof. Provided however that each Co-owner shall be permitted to plant and maintain ornamental and garden type plants immediately adjacent to the walks, courtyards, decks and/or patios appurtenant to the Co-owner's Unit in accordance with rules and regulations adopted by the Association from time to time.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association, or to other co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement and any other circumstances which if not promptly reported and attended to, could result in loss or damage to any Common Element. All damages resulting from the failure of the Co-owner to report any of the foregoing items may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each Co-owner shall have these responsibilities and liabilities regardless of whether they occupy the Unit or the Unit is occupied by their tenant, guest, etc.

Section 14. Assessment Of Costs Of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations made by the Board of Directors of the Association under Article VI, Section 10 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.



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### ARTICLE VII MORTGAGES

Section 1. Notice To Association. Any Co-owner who mortgages his/her Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit upon request. The Association may also give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

Section 3. Notification Of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

### ARTICLE VIII VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned when voting by number and one (1) vote the value of which shall equal the total of the percentages allocated to the Units owned by such Co-owner as set forth in Paragraph 6 of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. Eligibility To Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. Land contract vendees shall be recognized as owners unless the vendor provides the Association with a copy of the land contract expressly reserving voting privileges to the vendor. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. No Co-owner who is in default of a duty to pay any sum to the Association shall be entitled to vote until such default is cured.

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

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any ballots must

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be filed with the Secretary of the Association, or such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage in both number and value of all Co-owners.

### ARTICLE IX

#### FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non-privileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be reviewed or audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does there need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such review or audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The funds of the Association shall be initially deposited in such credit unions, banks or with insured securities brokers or invested in federally insured securities as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such banks or credit unions as are insured by an agency of the federal government and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

### ARTICLE X

#### INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE

Section 1. Indemnification Of Directors And Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the director or officer may be a party or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the director's or officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to

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which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 2. Directors' And Officers' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

### ARTICLE XI AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more in number of the Co-owners or by an instrument in writing signed by them.

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two thirds (66 2/3%) percent of all Co-owners in number and in value. Notwithstanding any provision of the condominium documents to the contrary, mortgagees are entitled to vote only on amendments which are material to their interests as defined in the Michigan Condominium Act as amended from time to time.

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the County Register of Deeds.

Section 5. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

### ARTICLE XII COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

### ARTICLE XIII DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act. Whenever any reference herein is made to one gender, the same

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shall include a reference to any and all genders where same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

### ARTICLE XIV

#### REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) Recovery Of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or non-Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non-Co-owner resident or guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

(c) Removal And Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) Assessment Of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 10 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding a violation has occurred after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate, and as is set forth in the rules and regulations establishing the fine procedure.

Section 2. Nonwaiver Of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. Cumulative Rights, Remedies, And Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the

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aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

### ARTICLE XV

#### SEVERABILITY

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

**SECTION NINE**  
**CORPORATE BY-LAWS**

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Condominium Bylaws of Oak Meadows Association (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, Washtenaw County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Corporate Bylaws of this corporation.

ARTICLE II

MEETINGS

Section 1. Location; procedure. Meetings of the Association shall be held at such suitable place convenient to the Co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the laws of the State of Michigan.

Section 2. Annual Meeting; Agenda. Annual Meetings of members of the corporation shall be held during the month of October at such date, time and place as the Board of Directors shall direct. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them. At the Annual Meeting of members, the order of business shall be as follows:

- (a) Calling the meeting to order.
- (b) Proof of notice of the meeting.
- (c) Determination of Quorum.
- (d) Reading of minutes of the last previous Annual Meeting.

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

Section 4. Membership Meeting Notices. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) calendar days but not more than sixty (60) calendar days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 5. Quorum. The presence in person or by proxy of thirty-five (35%) percent in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise

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

Section 6. Adjournment for want of Quorum. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

### ARTICLE III BOARD OF DIRECTORS

Section 1. Eligibility. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation or the legal spouse of a member except that officers, partners, trustees, employees or agents of members that are legal entities and not individual persons may be designated by such entities to serve as directors, if elected, of the corporation. Directors shall serve without compensation. No candidate for election or appointment to the Board of Directors shall be eligible if delinquent in the payment of any sum of money owed to the Association. Only one person per unit shall be eligible as a candidate notwithstanding the fact that the unit is jointly owned by two or more persons and/or entities. If a member is a partnership then only a partner thereof shall be qualified and eligible to serve as a director. If a member is a corporation, then only a shareholder or a director thereof shall be qualified and eligible to serve as a director. Any co-owner landlord who is neither a partnership nor a corporation shall be qualified and eligible to serve as a director only in his or her individual capacity and the tenant or agent of such landlord shall not be qualified or eligible to serve as a director.

Section 2. Size, Terms of Office. The terms of office of all seven (7) of the current Directors shall be deemed to expire at the first election to occur after the effective date of the amendment of these Bylaws. Thereafter, the Board of Directors shall be composed of five (5) persons who shall manage the affairs of the corporation. Directors shall serve without compensation. Directors shall serve until their successors take office. At the first election of directors which takes place after the adoption of these Corporate Bylaws, the two (2) candidates receiving the highest vote totals shall be elected to three (3) year terms of office. The two (2) candidates elected with the next highest vote totals shall each be elected to two (2) year terms of office. The fifth director shall initially be elected to a one year term of office. At each annual meeting thereafter, either one (1) or two (2) directors shall be elected depending on the number of directors whose terms expire. The term of office for each Director shall be three (3) years at each future election.

Section 3. Powers, Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties 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 be responsible specifically for the following:

- (a) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.
- (b) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any apartment in the condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property

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owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 10 of the Condominium Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

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

(k) The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed above, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next Annual Meeting of the Association.

Section 5. Recall. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 6. First Meetings of Boards. The first meeting of a newly elected Board of Directors shall be held within ten (10) calendar days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no other notice shall be necessary to the newly elected Directors to constitute a duly called meeting.

Section 7. Regular Board Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, fax, telephone or email, at least ten (10) days prior to the date named for such meeting.

Section 8. Special Board Meetings. Special meetings of the Board of Directors may be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director - may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be - required and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.



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Section 11. Fidelity Bonds. The Board of Directors shall require that all directors, officers, agents and employees of the Association handling or responsible for Association funds shall be covered by adequate fidelity bonds purchased by the Association. The premiums on such bonds shall be expenses of administration. Such bonds shall not be less than the estimated maximum of funds, including reserve funds and in no event less than a sum equal to three month's aggregate assessments on all units plus reserve funds.

Section 12. Executive Sessions. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes which reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

### ARTICLE IV

#### OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be members of the Association and members of the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/she shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to the power to appoint committees from among the members of the Association from time to time as he/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of the meetings of the members of the Association; he/she shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/She shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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Section 8. Miscellaneous. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

### ARTICLE V

#### FINANCE

Section 1. Governing document. The finances of the corporation shall be handled in accordance with the Condominium Bylaws.

Section 2. Fiscal Year. The fiscal year of the corporation shall be on a calendar year basis. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause in accordance with the advice and counsel of the Association's accountant and the requirements of the state and/or federal taxing authorities.

Section 3. Depositories. The funds of the corporation shall be deposited in such credit unions, banks or with insured securities brokers or invested in federally insured securities as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. If withdrawn by officers or employees, the signature of two officers and/or employees shall be required.

### ARTICLE VI

#### AMENDMENTS

Section 1. Proposed By Board, Members. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members or by instrument in writing signed by them.

Section 2. Voting. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, or by written ballot without a meeting, by a majority in number of these voting members present at the meeting in person, by proxy, or by ballot.

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

### ARTICLE VII

#### COMPLIANCE

These Bylaws are set forth to comply with the requirements of Michigan law, including but not limited to, Act No. 59 of the Public Acts of Michigan of 1978, and any amendment thereto, and with the duly recorded Master Deed of the Condominium and Exhibits "A" and "B" attached thereto. In case any of these Bylaws conflict with the provisions of said statutes or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statutes and said Master Deed shall be controlling.

**APPENDIX**

**MODIFICATION REQUEST FORMS**

**OAK MEADOWS ASSOCIATION  
HOT TUB REQUEST AGREEMENT**

Co-Owner Name(s): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Email: \_\_\_\_\_

Describe the proposed hot tub, including size, placement, power connection and type.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Concurrence of adjacent neighbors is required:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

I understand that the complete cost of the installation of a hot tub as well as the maintenance, repair, and upkeep of the hot tub and the underlying structure (e.g., a deck or patio) is my responsibility. I also understand that any and all damage or alteration to common elements or other property incurred as a result of the installation or use of this hot tub is my responsibility. I agree and acknowledge that the Association's consent extends only to me and that subsequent co-owners of my unit would need to reapply to the OMA Board for approval to continue having a hot tub. I agree to, and hereby do, indemnify and hold the Association harmless for any and all liability, cost, expense and/or damage, including court costs and actual reasonable attorney fees incurred by the Association, arising out of the actual construction, installation and/or use of this hot tub.

Co-Owner Signature: \_\_\_\_\_ Co-Owner Signature: \_\_\_\_\_

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Action:    Approved \_\_\_\_\_ Rejected \_\_\_\_\_ Date: \_\_\_\_\_

Vice President's Signature: \_\_\_\_\_

Comments:



**OAK MEADOWS ASSOCIATION  
MODIFICATION REQUEST AGREEMENT**

The intent of the modification process is to maintain integrity of the common elements and consistency of the aesthetics of Oak Meadows while allowing some freedom in individual expression

Co-Owner Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Describe the proposed modification below or in an attachment. Please be very specific and attach a detailed sketch or blueprint showing all proposed changes.

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Concurrence of adjacent neighbors is required:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

I understand that the complete cost of the modification as well as the maintenance, repair, upkeep and replacement of the modification and the underlying structure (e.g., a deck) is the responsibility of the requester \_\_\_\_\_ and subsequent owners of the property at \_\_\_\_\_. I also understand that any damage or alteration to common elements incurred as a result of the modification, including sprinkler system pipes and wires, will be repaired or replaced at my cost. I agree to contact Miss Dig if this plan involves digging into the ground and I hereby acknowledge that the sprinkler system is not mapped or marked. I agree and acknowledge that the Association's consent extends to and includes only those alterations explicitly described in this document and attachments thereof. I agree to obtain all necessary permits and comply with all applicable zoning, building code and other requirements imposed by any governmental agency or entity. I agree to, and hereby do, indemnify and hold the Association harmless for any and all liability, cost, expense and/or damage, including court costs and actual reasonable attorney fees incurred by the Association, arising out of the actual construction, installation and/or use of this modification.

Co-Owner Signature: \_\_\_\_\_ Co-Owner Signature: \_\_\_\_\_

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Action: Approved \_\_\_\_\_ Rejected \_\_\_\_\_ Date: \_\_\_\_\_

Vice President's Signature: \_\_\_\_\_

Comments: