

**Westbrooke Condominium Association**  
**Restated Master Deed & Bylaws**  
**2000**

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES  
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

|                                                       |                          |                                                                                                                         |
|-------------------------------------------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Date Received                                         |                          | (FOR BUREAU USE ONLY)<br>01/26/2000<br>Trans 0181353<br>763296<br>13221<br>Total \$10.00<br>Crps Org & Filing & LLC art |
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| Name<br><b>Mark F. Makower &amp; Associates, P.C.</b> |                          | EFFECTIVE <b>FILED</b><br><br><b>JAN 27 2000</b><br><br>Administrator<br>CORP. SECURITIES & LAND DEV. BUREAU            |
| Address<br><b>28535 Orchard Lake Road, Suite 100</b>  |                          |                                                                                                                         |
| City<br><b>Farmington Hills</b>                       | State<br><b>Michigan</b> |                                                                                                                         |

Document will be returned to the name and address you enter above

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION**  
**For use by Domestic Profit and Nonprofit Corporations**  
 (Please read information and instructions on the last page)

*Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162 Public Acts of 1982 (non profit corporations), the undersigned corporation executes the following Certificate:*

1 The present name of the corporation is: **Westbrooke Condominium Association**

2 The identification number assigned by the Bureau is:

**763-296**

3. The location of the registered office is:

**31313 Northwestern Hwy, Suite 115** **Farmington Hills** **Michigan** **48334**  
 (Street Address) (City) (Zip Code)

4. Article **VIII** of the Articles of Incorporation is hereby amended to read as follows:

**These Articles of Incorporation may be amended as provided in the Michigan Non-profit Corporation Act, by a majority of the members of the Corporation.**

5. Articles **IX** and **X** are hereby added to the Articles of Incorporation, and reads as follows:

**SEE ATTACHED ADDENDUM.**

5. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Name)

6. (For profit corporations, and for nonprofit corporations whose articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 19<sup>th</sup> day of

January 2000 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

☒ at a meeting. The necessary votes were cast in favor of the amendment

☐ by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☐ by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 19<sup>th</sup> day of JANUARY, 2000

By Terry Rosen  
(Signature of President, Vice-President, chairperson or vice-chairperson)

Terry Rosen  
(Type or Print Name)

President  
(Type or Print Title)

## Article IX

### **Claims against Volunteers; Assumption of Volunteer Liability by the Corporation**

Section 1. Claims against Volunteers. No person or entity shall bring or maintain a claim for monetary damages against a volunteer director, volunteer officer, or other volunteer of the Association for a volunteer director, volunteer officer, or other volunteer's acts or omissions. Any such claim shall be brought and maintained against the Association.

Section 2. Assumption of Volunteer Liability. The Association shall assume, pay for, and undertake all obligations and liability for any and all acts or omissions of its volunteer directors, volunteer officers, or other volunteers, if all of the following are met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (b) The volunteer was acting in good faith.
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (d) The volunteer's conduct was not an intentional tort.
- (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

## Article X

### **Indemnification**

In addition to the provisions of Article IX, the Association may indemnify its volunteer directors, volunteer officers, volunteers, individuals, or persons in the following manner:

Section 1. Individuals. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal including all appeals (other than an action, suit, or proceeding by or in the right of the Association), by reason of the fact that he is or was a Director, officer, or employee of the Association, or is or was serving at the request of the Association as a Director, officer, or employee of another corporation (whether non-profit or for profit), partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.

Section 2. Corporate Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit,

including all appeals, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, or employee of the Association, or is or was serving at the request of the Association as a director, officer, or employee of another corporation (whether non-profit or for profit), partnership, joint venture, trust, or other enterprise, against expenses (including actual and reasonable attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

Section 3. Expenses. To the extent that a Director, officer, or employee has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 or 2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith and in any action, suit or proceeding brought to enforce the mandatory indemnification provided for herein.

Section 4. Determination of Right to Indemnification. Except in a situation governed by Section 3, any indemnification under Section 1 or 2 (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon determination that indemnification of the Director, officer, or employee is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or 2. Such determination shall be made (a) by a majority vote of Directors acting at a meeting at which a quorum consisting of Directors who were not parties to such action, suit, or proceeding is present, or (b) if such a quorum is not obtainable (or even if obtainable), and a majority of disinterested Directors so directs, by independent legal counsel (compensated by the Association), in a written opinion, or (c) if such a quorum is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action (such committee shall consist of not less than two (2) disinterested Directors), or (d) by the shareholders or members.

Section 5. Advance Payment of Expenses. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the director, officer, or employee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

Section 6. Rights Not Exclusive. The indemnification or advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled as a matter of law or under the Articles of Incorporation, these Bylaws, or any contractual agreement. However, the total amount of expenses for indemnification from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in this Article shall continue as to a person who has ceased to be a Director, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 7. Directors and Officers Liability Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, or employee of the Association, or is or was serving at the request of the Association as a Director, officer, or employee of another corporation (whether non-profit or for profit), partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article or of the Michigan Non-Profit Corporation Act.

To the extent that any provision of this Article X conflicts with the provisions of Article IX, the provisions of Article IX shall be controlling.



**WESTBROOKE CONDOMINIUM ASSOCIATION  
AMENDED CORPORATE BYLAWS**

**ARTICLE I  
INCORPORATION OF MASTER DEED AND CONDOMINIUM BYLAWS**

The Restated Condominium Bylaws of Westbrooke are attached to and recorded with the Amended and Restated Master Deed as Exhibit A and are hereby incorporated herein by reference in their entirety. The Bylaws hereafter set forth shall be known as the Corporate or Association Bylaws.

**ARTICLE II  
MEETINGS**

Section 1. Place of Meetings. Meetings of the Association members shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Restated Condominium Bylaws. Meetings of the Association members shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Association, the Master Deed or the laws of the State of Michigan.

Section 2. Annual Meetings. The first annual meeting of members of the Association has already been held. Thereafter, the annual meetings of members of the Association shall be held in the month of April each succeeding year at such time and place as shall be determined by the Board of Directors. The Board of Directors may, acting by a two-thirds (2/3) majority vote, change the date of the annual meeting in any given year provided that at least one such meeting is held in each calendar year. Written notice of each annual meeting, as well as any change in the date of the annual meeting as provided for herein, shall be given to all co-owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual meeting, 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 Association as may properly come before them.

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

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice

required to be filed with the Association by Article I, Section 3.(E) of the Restated Condominium Bylaws or to the address of the unit owned by the co-owner 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. Adjournment for Lack of Quorum. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Minutes. Minutes or a similar record of the proceedings of meetings of members, or of the Board of Directors, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

### **ARTICLE III BOARD OF DIRECTORS**

Section 1. Qualification of Directors. The affairs of the Association shall be governed by a Board of Directors all of whom must be co-owners in good standing of Units in Westbrooke. No more than one person owning or residing in a Unit may run for the Board at any time. Directors shall serve without compensation.

Section 2. Number of Directors. The Board of Directors shall be composed of five (5) persons. At the first annual meeting held after adoption of these Amended Corporate Bylaws, all five members of the Board shall stand for election as a single slate. The three nominees receiving the highest number of votes shall be elected for two (2) year terms. The two nominees receiving the next highest number of votes shall be elected to serve one (1) year terms. Each year thereafter, either three or two Directors shall be elected (depending on the number of directorships whose terms have expired), and all such future Directors shall serve for two (2) year terms. All directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers. The Board of Directors shall have the powers and duties set forth in the Restated Condominium Bylaws.

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 appointed shall be a director until the end of the term of the Director who he/she replaced and a successor is elected at such annual meeting of the Association.

Section 5. Removal of Directors. At any regular or special meeting of the Association duly called and held, any one or more of the directors may be removed with or without cause by a majority of the co-owners in value in attendance at the meeting, and a successor may then and

there be elected to fill the 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 Meeting of New Board. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place and time as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the entire Board is present at such a meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors. 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, or by mail, facsimile, telephone or telegraph at least three (3) days prior to the date of the meeting, unless waived by said director.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the president on three (3) days notice to each director, given personally, or by mail, telephone, facsimile or telegraph, 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 or orally, 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 that director 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. A Director will be considered present and may vote on matters before the Board by proxy, by written vote, by fax, or by any other written method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter. 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.

Section 11. Action Without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 12. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums for such bonds shall be expenses of administration.

#### ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Association shall be a president, vice president, secretary and treasurer. The directors may appoint 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. Appointment. The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed by the Board of Directors either with or without cause, and the successor to the removed officer may be 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, and shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time in the president's discretion as may be deemed 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 the president's duties whenever the president shall be absent or unable to act. If neither the president nor the vice president are 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 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 all meetings of the members of the Association and shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and the secretary shall in general, perform all duties incident to the office of the secretary.

Section 7. Treasurer. The treasurer shall have responsibility for all 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. The treasurer shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

#### ARTICLE V

## FINANCES

Section 1. Administration. The finances of the Association shall be handled in accordance with the Restated Condominium Bylaws.

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 Board of Directors. The commencement date of the fiscal year of the Association shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 3. Banking. The funds of the Association shall be deposited in such bank as may be designated by the Board of 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 certificates of deposit with such banks and savings associations as are insured by the FDIC or the FSLIC, and may also be invested in interest bearing obligations of the United States Government or in such other accounts or depositories as may be adequately insured in the discretion of the Board of Directors.

## ARTICLE VI INDEMNIFICATION

Section 1. Indemnification. Indemnification of any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal including all appeals (other than an action, suit, or proceeding by or in the right of the Corporation), by reason of the fact that he is or was a Director, officer, or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, or employee of another corporation (whether non-profit or for profit), partnership, joint venture, trust or other enterprise, shall be in accordance with the provisions contained in the Articles of Incorporation for the Association.

Section 2. Rights Not Exclusive. The indemnification or advancement of expenses provided by the Articles of Incorporation shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled as a matter of law, these Bylaws, or any contractual agreement. However, the total amount of expenses for indemnification from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in the Articles of Incorporation shall continue as to a person who has ceased to be a Director, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 3. Directors and Officers Liability Insurance. The Corporation shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, or employee of another corporation (whether non-profit or for profit), partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such

capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of the Articles of Incorporation or of the Michigan Non-Profit Corporation Act.

## ARTICLE VII AMENDMENTS

Section 1. Proposal of Amendments. Amendments to these By-Laws 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 of the Association by instrument in writing signed by them.

Section 2. Approval. These By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, or by other methods allowed by the Restated Condominium Bylaws, by an affirmative vote of a simple majority of all co-owners present in person, by proxy or other voting means, all as set forth in Article I, Section 2 of the Restated Condominium Bylaws.

Section 4. Copies. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws 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 VIII CONFLICT WITH MASTER DEED OR STATUTE

These By-Laws are set forth to comply with the requirements of Act No. 162 of the Public Acts of Michigan of 1982, as amended, Act No. 59 of the Public Acts of Michigan of 1978, as amended, and with the duly recorded Amended and Restated Master Deed of the Condominium and Exhibit A attached thereto. In case any of these By-Laws conflict with the provisions of said statutes or with the provisions of said Amended and Restated Master Deed or the Exhibits thereto, the provisions of the statutes and said Amended and Restated Master Deed shall be controlling.



**COPY**

36586

LIBER 21071 PAGE 483  
\$85.00 MISC RECORDING  
\$2.00 REMUNERATION  
02/04/2000 01:52:18 P.M. RECEIPT# 9375  
PAID RECORDED - OAKLAND COUNTY  
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**AMENDED AND RESTATED MASTER DEED OF WESTBROOKE  
CONDOMINIUM  
(Act 59, Public Acts of 1978 as amended)  
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 528**

This Amended and Restated Master Deed is made and executed on this 18th day of January, 2000, by the Westbrooke Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose office is located c/o 31313 Northwestern Hwy., Suite 115, Farmington, MI 48334, represented herein by Terry Rosen, the President of the Westbrooke Condominium Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

**WITNESSETH:**

**WHEREAS**, the Association desires by recording this Amended and Restated Master Deed, together with the Restated Condominium Bylaws attached hereto as Exhibit "A" and referencing Replat No. 1 of the Condominium Subdivision Plan attached to the original Master Deed, as amended (Liber 10638, Pages 496-503, Oakland County Records), as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act of Michigan.

**NOW THEREFORE**, the Association does, upon the recording hereof, reaffirm the establishment of Westbrooke as a Condominium under the Condominium Act and does declare that Westbrooke (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

## ARTICLE I TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Westbrooke, Oakland Condominium Subdivision Plan No. 528. The Condominium Project is established in accordance with the Act.

Section 2. Condominium Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth completely in the Replat No. 1 of the Condominium Subdivision Plan attached to the original Master Deed, as amended, and this document, as Exhibit "B". Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium Project as are designated by the Amended and Restated Master Deed.

Section 3. Voting. Co-owners shall have voting rights in the Westbrooke Condominium Association as set forth herein, in the Restated Condominium Bylaws, Corporate Bylaws and Articles of Incorporation of such Association.

## ARTICLE II LEGAL DESCRIPTION

The land which comprises the Condominium Project established by the Master Deed is particularly described as follows:

A Part Of The Northeast 1/4 Of Section 33, T-2-N., R-9-E., West Bloomfield Township, Oakland County, Michigan, More Particularly Described As: Commencing At The Northeast Corner Of Section 33, Thence; S. 00° 04' 30" E., 440.35 Feet Along The East Line Of Section 33, (Farmington Road) To The Point Of Beginning, Thence Continuing Along Said Line S. 00° 04' 30" E., 704.27 Feet; Thence S. 89° 55' 30" E., 230.00 Feet; Thence S. 00° 04' 30" E., 208.02 Feet; Thence N. 65° 47' 00" W. 393.80 Feet; Thence N. 63° 47' 00" W. 99.48 Feet; Thence N. 00° 07' 40" W., 704.84 Feet; Thence N. 89° 48' 30" E., 678.77 Feet To The Point Of Beginning Except Any Part Taken Or Used For Road Purposes And Containing 525.064 Square Feet Or 12.05 Acres. *on 524,898 Sq ft -*

*18-33-226-000 ENT*

*\*west mfm*

## ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Corporate Bylaws and Rules and Regulations of the Westbrooke Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Westbrooke, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

B. "Association" or "Association of Co-owners" means Westbrooke Condominium Association, a non-profit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" or "Corporate Bylaws" means the corporate Bylaws of Westbrooke Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Unit" or "Condominium Unit" each mean a single complete Unit in Westbrooke, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

E. "Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

F. "Condominium Documents", wherever used, means and includes this Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, together with the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to Condominium as herein described.

H. "Condominium Project", "Condominium" or "Project" means Westbrooke as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Replat No. 1 of Exhibit "B" as attached to the original Master Deed, as amended (Liber 10638, Pages 496-503, Oakland County Records), which is incorporated herein as Exhibit "B".

J. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term "owner", wherever used, shall be synonymous with the term "Co-owner". The Developer is an owner as long as it owns one or more Units. Both Land Contract vendees and vendors shall be considered Co-owners, and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents of Westbrooke and the Act.

K. "Developer" shall refer to Wynmoor Development Company, a Michigan Corporation, which made and executed the original Master Deed, and its successors and assigns.

L. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Condominium Units.

M. "Amended and Restated Master Deed" means this document which when recorded shall reaffirm the establishment of the Condominium, and to which the Restated Condominium Bylaws are attached as exhibit "A", and to which Replat No. 1 of the Condominium Subdivision Plan is made applicable as Exhibit "B".

N. "Percentage of value" means the percentage assigned to each Condominium Unit in the original Master Deed, as amended. The percentages of value of all Units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act. Percentages of value for each Condominium Unit have been determined with reference to reasonably comparative characteristics.

O. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

P. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

Q. "Size" means the number of cubic feet or the number of square feet of ground or floor space within each Condominium Unit computed by reference to Replat No. 1 of the Condominium Subdivision Plan and rounded off to a whole number.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the 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 IV COMMON ELEMENTS**

Section 1. Common Elements. The Common Elements of the Condominium described below and in Exhibit "B" applicable hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements. The general Common Elements are:

(1) Land. The land described in Article II hereof, including roads, unassigned surface parking areas and landscaped areas;

(2) Utilities. The electrical, gas, and plumbing networks or systems throughout the Condominium, including that contained within Unit walls, up to but not including the point of connection with outlets and fixtures within any Unit;

(3) Telephone and Cable. The telephone wiring and cable wiring networks throughout the project up to the point of connection of each individual Unit's service with the main telephone/cable line, board or box;

(4) Storm Sewers. The storm sewer system throughout the project, including appurtenances thereof;

(5) Construction. Foundations, supporting columns, Unit and garage perimeter walls (excluding all windows, doors and doorwalls located therein), roofs, ceilings, floor construction between unit levels, cantilevered deck or balcony joists and chimneys;

(6) Recreational Facilities. The pool, pool house and tennis courts;

(7) Sump Pumps. Each sump pump, and the related pit and mechanical equipment servicing the same;

(8) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are intended for common use or necessary to the existence, upkeep and/or safety of the Project, regardless of whether located within or without the perimeter of a Unit;

Any utility lines, systems (including mains and service leads) and equipment owned by the local public authority or by the company that is providing the pertinent service shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Association makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit(s) to which the Limited Common Elements are appurtenant, as shown in Exhibit B applicable hereto. The Limited Common Elements are as follows:

(1) Porches, Decks, Patios, and Balconies. Each porch, deck, patio and balcony in the Project is restricted in use to the Co-owner of the Unit which opens into/onto such element, as the case may be, as shown on the Condominium Subdivision Plan;

(2) Air Conditioning, Heating, Fireplace Combustion Chamber and Dryer Venting. Each individual air conditioner and compressor, furnace and hot water heater, including all ductwork (including dryer venting) and fireplace combustion chamber, is restricted in use to the Co-owner of the Unit which such equipment services;

(3) Windows, Storms and Screens. All Unit windows, doorwalls, storms and screens, and storm/screen doors in the Project, (other than those added by Co-owners - which are considered the personal property of the Co-owner), are restricted in use to the Co-owners of the Units to which the same are appurtenant;

(4) Unit Entry Doors, Garage Doors and Supporting Hardware. All Unit entry doors and garage doors in the Project, together with all garage door supporting hardware, including but not limited to, tracks, springs, locks, etc., are restricted in use to the Co-owners of the Units to which the same are appurtenant;

(5) Driveways and Sidewalks. Each driveway and sidewalk is restricted in use to the Co-owner of the Unit or Units which are serviced by said driveway or sidewalk, as shown on the Condominium Subdivision Plan;

(6) Garage Door Openers and Remotes. All electric garage door openers and remotes, shall be limited common elements appurtenant to the Unit serviced thereby;

(7) Interior. The interior surfaces of Unit and garage perimeter walls, ceilings and floors shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the same are appurtenant, as shown on the Condominium Subdivision Plan;

(8) Other. Such other elements of the Project, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Project, shall be Limited Common Elements.

C. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance of all Units and appurtenant Limited Common Elements, as set out in the relevant sections of Article VI of the Restated Condominium Bylaws (Exhibit "A" to this Amended and Restated Master Deed), the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(1) Co-owner Responsibilities:

(a) Unit, Limited Common Elements. The primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Project, and, subject to the limitations of Subsection (2)(b) below, the Limited Common Elements described above in subparagraphs B. (1), (2), (3), (4), (6), (7), and (8) shall be borne by the Co-owner(s) of the Unit or Units to which said Limited Common Elements are assigned. In the case of Limited Common Elements which are shared by more than one Unit, Co-owner borne expenses shall be incurred by the Association and assessed equally to each of the Units sharing said Element. All such assessments shall be due with the next monthly assessment becoming due, and shall be secured by the statutory lien on each Unit provided by the Act, and collectible in accordance with the provisions of Article II of the Amended Condominium Bylaws.

(b) General Common Elements for which the Co-owner is Responsible. The individual Co-owners shall be responsible for the garage floors appurtenant to their Unit.

- (c) Decks and Balconies. Please note that with respect to decks and balconies described in subparagraph B. (1), above, all cantilevered joists are General Common Elements, the replacement and repair of which are the responsibility of the Association. The remainder of all decks and balconies, including but not limited to, flooring, decks planks, railings, shall be the full responsibility of the Co-owner. The Association may at any time decide not to utilize cantilevered joists in any subsequent repair or replacement of these elements, or the same may not have been used in the first instance. In such cases, any non-cantilevered joists shall be the full responsibility of the Co-owner to whose Unit such common elements are appurtenant, along with the rest of said structures.
- (d) Utility Charges. All costs of electricity, gas, telephone, cable TV and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished.
- (e) Co-owner Additions, Modifications. Co-Owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Project which require the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.
- (f) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Restated Condominium Bylaws.
- (g) Sump Pumps. A Co-owner whose Unit contains a sump pump shall not restrict the Association, the utility company or respective governmental agency from entering into the Unit to maintain, repair or replace such equipment in the event a Co-owner fails to adequately discharge his/her duties to do so, and further providing such failure threatens to adversely affect another Unit, Co-owner, resident or the Common Elements of the Project for which the Association is responsible. Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association so as to avoid preventing reasonable accessibility to such equipment. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit which may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment. Damage to such items caused by the malfunction of such equipment shall be borne by the Co-owner in all instances.

(2) Association Responsibilities:

(a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements, except those reserved to the Co-owner in sub-paragraph C.(1)(b), above, and those Limited Common Elements expressly identified as being the responsibility of the Association in sub-paragraph C.(2)(b), below, shall be borne by the Association, subject to any provisions of this Article and the Restated Condominium Bylaws expressly to the contrary.

(b) Limited Common Elements for which the Association is Responsible. The Association shall be responsible for the maintenance, repair and replacement, except in cases of Co-owner fault, of the Limited Common Element driveways and sidewalks described in subparagraph B. (5), above. The Association shall also be responsible for the maintenance, repair and replacement, except in cases of Co-owner fault, of the Limited Common Element window and doorwall frames (not glass, hardware or thermoseals) described in subparagraph B. (3), above.

(c) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

(3) Unusual Expenses. Any other unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act.

**ARTICLE V  
USE OF PREMISES**

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

**ARTICLE VI  
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

A. Condominium Unit Description. Each Unit in the project is described in this paragraph with reference to Replat No. 1 of the Condominium Subdivision Plan of Westbrooke as surveyed by Giffels-Webster Engineers, Inc. and attached to the original Master Deed, as amended, as Exhibit "B". Each Unit shall include all that space contained within the interior side of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the floor plans and sections in Exhibit B applicable hereto

and delineated with heavy outlines. For all purposes, individual Units may be defined and described by reference to this Amended and restated Master deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.

B. Calculation of Percentage of Value. The percentage of value assigned to each Unit is set forth in this Paragraph. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association of Co-owners and the undivided interests of the Co-owner in the Common Elements. The total percentage value of the project is 100. The Developer has determined that the comparative characteristics of the Units in the Condominium are approximately equal and that percentages of value shall be based on a formula which divides one hundred percent (100%) by the number of Units in the Condominium to determine the percentage of value of each Unit.

## **ARTICLE VII EASEMENTS**

Section 1. Easements For Encroachment, Utilities, and Support. In the event any portion of a structure/residence or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. There shall exist easements of support with respect to any Unit wall which supports a Common Element.

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through, or dedicate, any portion of any General Common Element of the Condominium for utility, roadway, construction or safety purposes.

Section 3. Association's Easement For Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Amended and Restated Master Deed, the Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Master Deed, the Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto, the Association shall have the right, and all necessary easements in

furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due, in accordance with Article II of the Restated Condominium Bylaws; further, the lien for non-payment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Developer's Reserved Easements. Developer hereby reserves permanent easements for ingress and egress over the roads, walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend the retention pond and all utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, all of which easements shall be for the benefit of the Additional Land described in Article IX of the original recorded Master Deed, whether or not such land is added to the Condominium, and for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by the Developer or its successor. Developer has no financial obligation to support such easements, except that any dwelling unit using the roads or retention pond, if such unit is not included in the Condominium, shall pay a prorata share of the expenses of maintenance, repair or replacement of the retention pond or portion of the road which is used, which share shall be determined prorata according to the total number of units using such retention pond or portion of the roadway.

## ARTICLE VIII AMENDMENTS

This Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Act in the following manner.

Section 1. Co-owner Approval. Amendments may be made and recorded by the Association upon being approved by the owners of a simple two-thirds (2/3) of the Units in the Condominium, except as hereinafter provided.

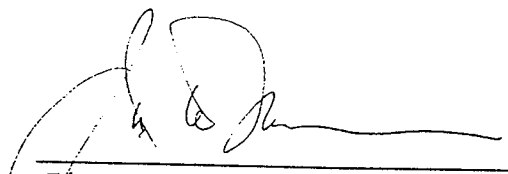
Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of the Co-owners or mortgagees, such amendment shall require the consent of not less than two-thirds (2/3) of the votes of the Co-owners of Units in the Condominium and two-thirds (2/3) of the votes of all first mortgagees of record. A mortgagee shall have one vote for each mortgage held.

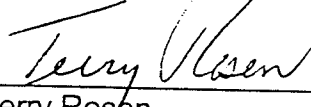
Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article VI hereof, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Act. Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Master Deed to be executed the day and year first above written.

WITNESSES:

WESTBROOKE  
CONDOMINIUM ASSOCIATION,  
A Michigan Non-Profit Corporation

  
\_\_\_\_\_  
Jim Munson

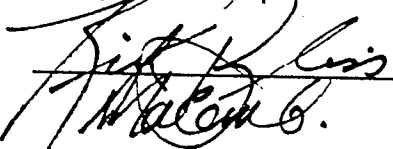
By:   
\_\_\_\_\_  
Terry Rosen  
Its: President

  
\_\_\_\_\_  
Ben Salem

STATE OF MICHIGAN )  
                                  )ss  
COUNTY OF OAKLAND )

On this 18th day of January, 2000, the foregoing Amended and Restated Master Deed was acknowledged before me by Terry Rosen, President of Westbrooke Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

**Drafted by and when  
recorded return to:**  
Mark F. Makower, Esq.  
28535 Orchard Lake Rd., #100  
Farmington Hills, MI 48334

  
\_\_\_\_\_  
Kirk Bliss, Notary Public  
County, MI  
My commission expires: 2001 May 20

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS

1. That I am the managing agent of the Westbrooke Condominium Association, the corporation named in and which executed the attached Amended and Restated Master Deed and Restated Bylaws of Westbrooke Condominium.

2. That the attached Amended and Restated Master Deed and Restated Bylaws of Westbrooke Condominium was submitted to all co-owners of units in the Westbrooke Condominium for the purpose of voting thereon, and that said co-owners approved said Amendment by a vote of more than two-thirds of all Co-owners in number and value.

3. That I personally sent a copy of the attached Amended and Restated Master Deed and Condominium Bylaws to all mortgagees of record of those units qualified to vote, as listed in the records of the Oakland County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Master Deed and Condominium Bylaws of Westbrooke Condominium.

4. That more than two thirds (2/3) of said mortgagees, through a duly authorized agent or officer, have submitted a written consent to the attached Amended and Restated Master Deed and Condominium Bylaws.

7. That records of said consents are maintained at 31313 Northwestern Hwy., Ste. 115, Farmington Hills, MI 48334.

FURTHER, AFFIANT SAYETH NOT.

NOT.

  
Linda K. Garrett

Acknowledged, subscribed and sworn  
to before me this 19 day of  
JANUARY, 2000.

Maureen E. O'Neil Notary Public  
County, Michigan  
My Commission Expires: 5/20/2001

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# EXHIBIT A

## RESTATED CONDOMINIUM BYLAWS FOR WESTBROOKE

### ARTICLE I

#### ASSOCIATION OF CO-OWNERS

SECTION 1. The Association. Westbrook, a residential Condominium project located in the Township of West Bloomfield, Oakland County, 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 Project, subject to and in accordance with the Amended and Restated Master Deed, these Bylaws, the Articles of Incorporation, Association Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project 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.

SECTION 2. Purpose of the Bylaws. These Bylaws are designated as the Condominium Bylaws and relate to the manner in which the Condominium and the common affairs of the Co-owners of the Condominium Units shall be administered.

SECTION 3. Membership in the Association Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

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

B. Co-owner's Share of the Funds. 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 a Unit in the Condominium.

C. Co-owner Voting Designation. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number or value, provided that said Co-owner is in good standing and not in default of any payment of regular, additional or special assessments, or other charges levied by the Association against said Co-owner's Unit. Voting shall be by number. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

D. Evidence of Ownership for Voting Purposes. No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast only by the

individual representative designated by such Co-owner in the notice required in subparagraph E. below or by a proxy given by such individual representative.

E. 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 and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address 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. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.

F. Annual Meeting of the Members. There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting which has previously been held. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners. Such notice shall be given neither less than ten (10) nor more than sixty (60) days prior to any meeting.

G. Quorum. The presence in person or by proxy of twenty-five percent (25%) in number 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 required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

H. Voting. Votes may be cast in person or in writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association, by mail, fax, delivery or any other method. Cumulative voting shall not be permitted.

I. Majority. Unless otherwise provided, any action which could be authorized at a meeting of the members shall be authorized by the vote of a simple majority in number, of those Co-owners voting in person or by proxy at said meeting in accordance with the provisions of this Section 3. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting or vote of the members of the Association.

J. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner (with respect to notice) as provided in Subsection F. Such solicitations shall specify (a) the number of responses

needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast. Votes may be cast in accordance with this paragraph by mail, hand delivery, or by facsimile.

K. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

L. Miscellaneous Voting Provisions. Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

SECTION 4. Records and Books of the Association. The Association shall keep detailed books of account showing all expenditures and receipts of administration 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 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 one (1) time a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit 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 audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Amended and Restated Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable business hours.

SECTION 5. Board of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation, and must be members of the Association. If a member is a partner or corporation, then any partner or employee of the partnership, or officer, director or employee of the corporation shall be qualified to serve as a

director. No two persons residing in the same Unit shall be allowed to serve as Directors at the same time.

A. Powers and 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 powers and duties imposed by these Bylaws, or any further powers and 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:

(1) Management and Administration. To manage and administer the affairs of and maintenance of the Condominium Project and the Common Elements thereof, all to the extent set forth in the Amended and Restated Master Deed, or elsewhere in the Condominium Documents.

(2) Collecting Assessments. To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) Insurance. To carry insurance and collect and allocate the proceeds thereof in the manner set forth in Article IV hereof.

(4) Rebuild Improvements. To rebuild improvements after casualty, subject to the terms hereof.

(5) Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(6) Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit 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, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(7) Borrow Money. 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 owned by the Association.

(8) Rules and Regulations. To make rules and regulations in accordance with Article VI, Section 12 of these Bylaws.

(9) Committees. 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, or any specific Officers or Directors of the Association any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(10) Enforce Documents. To enforce the provisions of the Condominium Documents.

B. Professional Management. 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 in Section 5A. of this Article I, 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. In the event the Board does employ professional management for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any Unit in the Condominium prior to terminating professional management and assuming self-management. No management contract shall be for a term exceeding three (3) years.

SECTION 6. Officers. The Corporate Bylaws shall provide the designation, number, term of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith.

SECTION 7. Annual Meeting. An annual meeting shall be held each year on such date as is specified in the Corporate Bylaws.

SECTION 8. Indemnification. Indemnification of Officers, Directors and other persons associated with the Association shall be as provided in the Corporate Bylaws and Articles of Incorporation for the Association.

## ARTICLE II

### ASSESSMENTS

SECTION 1. Taxes and Assessments; Expenses of Administration. 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. Special assessments and property taxes shall be assessed against the individual Condominium Units identified as Units on the Condominium Subdivision Plan and not on the total property of the project or any other part thereof. Special assessments and property taxes in any year in which the property existed as an established condominium project on the tax day shall be assessed against the individual Condominium Unit, notwithstanding any subsequent vacation of the condominium project. The

levying of all property taxes and special assessments shall comply with Section 131 of the Act. For purposes of this Section, the terms "assessment" and "special assessment" shall refer to levies by state, federal or municipal bodies or agencies, and shall not refer to assessments levied by the Association.

SECTION 2. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration, within the meaning of Section 54(4) of the Act.

SECTION 3. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

A. Annual Budget. 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. Any budget adopted shall include an allocation to a reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with subsection D. hereof. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for the 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 or in any way diminish the liability of any Co-owner for any existing or future assessments.

B. Additional Assessments. The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary in the Board's sole discretion, provided that the same shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide replacements of existing Common Elements; (iii) to provide additions to the Common Elements at a total annual cost not exceeding five percent (5%) of the current year's annual operating budget; or (iv) for any emergencies. The Board of Directors shall also have the authority, without the necessity of Co-owner consent, to levy assessments pursuant to the provisions of Article V., Section 4 hereof. At least thirty (30) days prior to the date when the additional assessment or the initial installment of an additional assessment becomes due and payable, the Association shall deliver or send to each Co-owner, at the last address registered with the Association, an itemized statement of the projected costs and expenses giving rise to the additional assessment. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its members, and shall not be enforceable by any creditors of the Association or its members.

C. Special Assessments. Special assessments, in addition to those described in subparagraph A. above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) assessments for additions to Common Elements whose total annual cost exceeds five percent (5%) of the current year's annual operating budget; (ii) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; (iii) assessments to purchase a Unit for use as a resident manager's Unit; or (iv) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subparagraph shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners entitled to vote. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of the Association or its members.

D. Reserve Fund. The Board of Directors shall maintain a reserve fund solely for major repairs and replacements of common elements and emergency expenditures, which reserve fund shall be in the amount of not less than ten (10%) percent of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a noncumulative basis. The Association may increase or decrease the reserve fund but may not reduce it below ten (10%) percent of the annual budget of the Association. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

E. Construction Liens. Construction liens attaching to any portion of the condominium premises shall be subject to the following limitations and Section 132 of the Act:

(1) Except as provided herein, a construction 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.

(2) A construction lien for work authorized by the Association 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.

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

SECTION 4. Payment of Assessments and Penalty for Default. 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 Amended and Restated Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Condominium Unit. Annual assessment

shall be payable by Co-owners in twelve (12) equal monthly installments, or as otherwise determined by the Board of Directors, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment, which shall be the first day of each calendar month. Assessments in default shall bear interest at the highest rate allowed by law until paid in full. In addition, all assessments which remain unpaid (not received in the office of the Management Company) as of the tenth of each calendar month, shall incur a uniform late charge of twenty-five (\$25.00) dollars per month to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise said uniform late charges pursuant to Section 12 of Article VI of these Bylaws. The interest and late charges referenced herein shall not be in place of, or otherwise limit the Association's right to levy fines for non-payment of assessments in accordance with Article X hereof, which if levied, will be in addition to any such interest or late charges. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment) levied against his Unit while such Co-owner has an ownership interest therein. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

SECTION 5. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

#### SECTION 6. Enforcement.

A. Statutory Lien. Sums assessed to a Co-owner which are unpaid constitute a lien upon the Unit or Units in the development owned by the Co-owner at the time of the assessment before other liens except tax liens on the Condominium Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded as provided hereafter in this Section 6, have priority over a first mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Condominium Units. The lien may be foreclosed by an action or by advertisement in the name of the condominium project on behalf of the other Co-owners as hereinafter provided.

B. Remedies. The Association may enforce collection of delinquent assessments by a suit of law for money judgment or by foreclosure of the statutory lien that secures payment of assessments. A Co-owner may not assert in an answer, or set-off to a complaint brought by the Association for non-payment of assessments, the fact that the Association or its agents have not

provided services or management to a Co-owner. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any 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 Project, shall not be qualified to run for or function as an officer or Director of the Association, and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his 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 persons claiming under him, and if the Unit is not occupied by the Co-owner, to lease the Condominium Unit and collect and apply the rental therefrom. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article X of these Bylaws. All remedies shall be cumulative and not alternative.

C. Foreclosure of Lien. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose of the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit (and improvements) with respect to which 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 Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section 6 and that he 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.

D. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (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 records. Such affidavit shall be recorded in the Office of the Register of Deeds in the County in which the Project is located prior to the commencement of any foreclosure