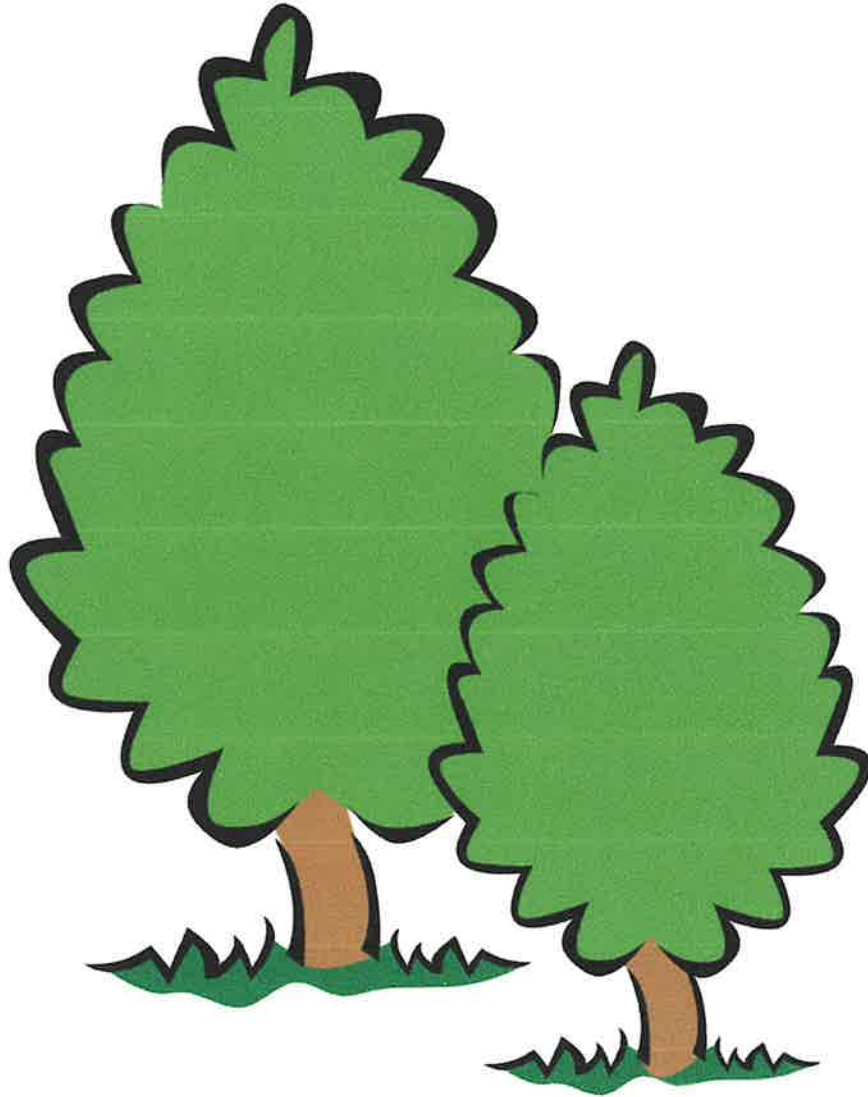


SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

2023



SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

Welcome to Silver Pines Village

This handbook has been prepared to assist you as a resident of Silver Pines Village. Hopefully, it will serve as a handy reference to answer your questions as well as a resource to acquaint you with the benefits and personal responsibilities of living in a Silver Pines Village Condominium.

We are proud of our community and seek to maintain its peaceful and serene atmosphere. Fortunately, we are able to control our surroundings. There is security in knowing one's neighbors, while still maintaining a sense of privacy. By familiarizing ourselves with others in Silver Pines Village our spirit and pride will flourish.

Each of us has made a substantial investment in our home, both monetarily and emotionally. With this in mind, our commitment to rules, regulations, bylaws, etc. is essential. All of us wish to protect our investment by maintaining high property values and a sense of pride in our community. Since we are all individuals with different ideas and tastes, what may appeal to one may not be pleasing to another. Therefore, your Board of Directors, with input from Co-Owners, must make some difficult decisions in order to maintain a harmonious and pleasant appearance for our complex. The most challenging responsibility is maintaining a system of rules, which while being restrictive, still give the Co-Owners a sense of individuality.

With this in mind, we encourage and appreciate your involvement in all aspects of our community life. Only with all of our support, concern and cooperation can we attain our goals.

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This handbook is provided as a general guideline for Co-Owners and Residents:

Regarding the appearance and seasonal variations allowed in the common and limited common elements.

Copies of the following are attached:

- (a) Maintenance Matrix for your use and reference.
- (b) Service Request Forms (SRF). This form is to be used for any maintenance or repairs which are the responsibility of the association. Co-Owners are to complete the form with signature and return to the Board of Directors.
- (c) Co-Owners Emergency Information Sheet.
- (d) Rules Violation Form.
- (e) Modification/Alteration Form. This form must be completed for any alteration to the exterior of your unit which will affect its appearance or impact common or limited common elements.
- (f) Pet Registration Form
- (g) Notice of Intent to Install an Antenna/Satellite Dish

***Notes:**

- The Association is NOT responsible for damage or replacement of any improvements (made with permission from the Board of Directors) to individual unit such as: Stamped concrete, pavers, statues, malibu lights or concrete extensions to the side of the driveway, new concrete joints, wood repair, etc.
- Windows with sun screen (film) installed on them are the responsibility of the co-owner. The co-owner is responsible for all glass, seals, locks and framing, etc.
- If a Co-Owner hires any vendor to do work in or around their unit (that is the responsibility of the Association) the cost of those services belong to the Co-owner. The work done by their vendor or any follow-up work required is, also, their responsibility. If there is an emergency a verbal approval from a Board Member will suffice.
- Please know Co-Owners are responsible for any work done at the unit (not done by the Association). Driveway extensions, red rocks in flower bed or around trees and shrubs or trees and shrubs planted by Co-Owners. This applies to anything done by current or previous owners.

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NON-COMPLIANCE

The violation of, non-compliance with any of the Condominium Documents, including these policies and procedures could result in fines and/or court action.

The failure to perform an action(s) as directed by the Board of Directors (such as maintenance, removal or restoration) shall entitle the Association to perform said action(s) and charge back said costs (including cost of collection) to the responsible Co-Owner.

PROPERTY DAMAGE

Co-Owners of a unit are responsible for any and all damages to the common and limited common elements caused by themselves, their family members, tenants, visitors, pets and any other persons legally on the premises.

Property damage shall be generally categorized to include but not limited to the follow:

Destruction of building exteriors, common areas, streets and general landscaping including trees, shrubs, utilities, mailboxes and general defacement of all property located on the complex. Also, the Installation/Attachment of any element to the exterior face of your unit.

Violators will be held responsible and properly assessed for the actual costs for the replacement and/or repair of damaged property.

OBLIGATION OF CO-OWNER

The Co-Owner of record shall be held accountable for all actions of all persons who hold an interest in or possession of said premises, including household members, invited guests, vendors, tenants, visitors, lessees and hired workers.

COMMUNICION FROM RESIDENTS

Communications from residents must be written, dated and signed. Letters should be sent to the Board of Directors.

Letters of complaints should be sent to the Board of Directors. Subject to evaluation of the contents, the communication may be referred to the appropriate person, agency or committee for handling. If the matter requires that it be given consideration by the Board of Directors, it shall be placed on the agenda for the next regular meeting of the Board of Directors.

Please remember that COMPLAINTS of any nature can only be properly acted upon when forwarded in writing, dated and signed. (A form is included in this package).

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OTHER COMMUNICATIONS FROM RESIDENTS

Requests for modifications, alterations, or for appropriate relief from these regulations, must be submitted in writing prior to any intended changes. The Co-Owner should understand that said requests are referred to the Board of Directors for approval and are placed on the agenda of the next regularly scheduled meeting of the Board of Directors. Therefore, no work or variance is allowed until the Co-Owner has received written approval from the Board of Directors.

No Co-Owner shall make alterations to the exterior appearance or make structural modifications to his/her unit or make changes to any of the common or limited common without the express written approval of the Board of Directors.

The Board of Directors may approve only such modification that do not impair the soundness, safety, utility or appearance on the Condominium.

No requests or petitions shall be accepted unless signed by the Co-Owner.

Modification/Alteration Form must be completed and submitted (a copy is included in this package).

ASSOCIATION FEE

The monthly association fee is **DUE AND PAYABLE ON THE FIRST DAY OF THE MONTH – FOR THAT MONTH**. It is imperative for the wellbeing of the Association that all fees are paid on time. Fees that are paid after the 10th of the month are subject to a \$25 late fee.

A CO-OWNER MAY NOT USE NON-PAYMENT OF MONTHLY ASSOCIATION FEES AS AN ANSWER TO A COMPLAINT THAT THE CO-OWNER FEELS THE ASSOCIATION HAS NOT ADDRESSED OR DOES NOT AGREE WITH THE BOARD OF DIRECTORS DECISION.

DELINQUENCY PROCEDURES

The Association Fee is due on the first day of the month. In addition to the above-mentioned late fee, we have the following procedures:

AFTER 30 DAYS, a reminder notice will be sent to any Co-Owner having an outstanding balance. The letter will inform the Co-Owner of their financial responsibility to the association and that if further action is needed, any cost of fees incurred will be assessed to the Co-Owner's account.

AFTER 60 DAYS, a letter of intent to record an Affidavit in Support of Lien will be sent to the Co-Owner, stating that if payment is not received within 10 days, an Affidavit in Support of the Lien will be recorded against the title of the Co-Owner(s).

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AFTER 90 DAYS, if the account is not made current, further action such as a suit for money damages or foreclosure may ensue.

All costs incurred in collection of the unpaid Assessments, Late Charges or Fines, including but not limited to legal fees, court costs and professional assistance fees, shall be charged to the defaulting Co-Owner, are immediately due and payable.

A Co-Owner in default shall not be entitled to vote or partake in any meeting of the Association, or address an issue with the Board of Directors as long as such default continues.

ASSESSMENT OF FINES

VIOLATIONS

The Violation by a Co-Owner, occupant or guest of any of the provisions of the Condominium Documents including this handbook shall be subject to the fine procedures contained herein.

1. Parties are encouraged to resolve their differences among themselves without the involvement of the Board of Directors
2. Any alleged violation shall be placed in writing and signed by the person writing the letter. The letter is to be given to the Board of Directors.
3. The Board of Directors at their next scheduled meeting, shall review all pertinent information and make a determination as to whether there has been a violation.
4. A notice of violation of the condominium documents and any duly adopted Rules & Regulations shall be grounds for an assessment by the Association acting through its Board of Directors.
5. Upon violation of any of the provision of the Condominium Documents or Rules and Regulations by the Co-Owner, or upon the decision of the Board of Directors, fines shall be levied as follows: (Fines apply to each violation separately).
 - a. First Violation-No Fine shall be levied. A warning letter will be sent.
 - b. Second Violation-A Twenty-Five-dollar (\$25.00) fine will be levied
 - c. Third Violation-A Fifty-dollar (\$50.00) fine will be levied
 - d. Fourth Violation and Subsequent Violations-One-Hundred-dollar (\$100.00) fine will be levied and continued to be levied each month until the violation is corrected.

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In addition, to the above those violations that are considered a nuisance to the community; such as mechanical work on a vehicle including oil changes and growing or harvesting of marijuana shall be fined as follows:

- First violation – no fine shall be levied. A warning letter shall be sent.
- If within 30 days the nuisance is not abated or re-occurs – a fine of \$250 (two hundred and fifty dollars) will be levied.
- From the 31st day onward if the nuisance is not abated the fine will be \$250 (two hundred and fifty dollars) daily.

COLLECTION

The fines levied above shall be assessed against the Co-Owner and shall be due and payable together with the regular Condominium Assessment at the first of the following month. Failure to pay the fine and comply will subject the Co-Owner to all liabilities described of the Bi-Laws.

***NOTE: THE FINE AND PROCEDURES RELATING TO A VIOLATION IS NOT THE SAME AS THAT IMPOSED FOR LATE ASSOCIATION FEE PAYMENT. SEE: "MONTHLY ASSOCIATION FEES" ON THE SUBJECT.**

EMERGENCY CONTACT

It is important that the Association have pertinent information concerning entry into your unit due to an emergency situation. Therefore, a co-owner information sheet must be completed and filed with the Management Company & Board of Directors.

The Board of Directors must be informed when NO RESIDENT will be present at their unit for a prolonged period of time (i.e. Snowbirds)

It is the Co-Owners responsibility to make certain that the information on file with the Management Company & Board of Directors is current. (Emergency Contact form included in this package).

NOTE: Winter Snowbirds, please turn off your main water valve before leaving for the Winter season, unless it is required to operate your emergency sump pump backup system.

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INSURANCE

The Condominium Bi-Laws require that the Association carry FIRE AND EXTENDED COVERAGE AND LIABILITY INSURANCE, AS WELL AS WORKER'S COMPENSATION. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each Co-Owner prorated share of the annual Association insurance premium is included in the monthly Association Fee.

Each Co-Owner is responsible for obtaining insurance coverage with respect to the interior and contents of his/her unit. Interior upgrades such as flooring and cabinets, all goods and personal property are their responsibility. Liability for injury within his/her unit and upon limited common elements assigned to the same unit are, also, their responsibility.

Each Co-Owner is urged to carefully review the Condominium Bi-Laws regarding insurance responsibilities.

UNIT LANDSCAPING

FRONT OF CONDOMINIUM

Two flowerpots may be placed in the shrub bed. No other items, lawn decorations, gazing globes, spinners, statues or Malibu lights are allowed in the front of the unit. Eight (8) Malibu lights may be placed along your walk from the drive to the front porch. A Shepherd's hook with hanging basket or a plant in the shrub bed may be planted in lieu of a flower pot. Shepherd's hooks are only allowed in the front landscape island. An additional pot may be planted on the opposite side of your garage door from your walkway.

Any deviation from the above will require a Modification/Alteration Request Form to be submitted. All lawn decorations and pots must be removed by December 1st and stored until May 1st of the following year. There will be no storage on the side of your unit or under your deck. Chimes are not allowed in the front, side or rear of your unit

FRONT PORCH AND WALKWAY OF CONDOMINIUM

Four (4) flower pots are allowed on the front porch and walkway. You may decorate your walkway to your door. Statues, benches, globes etc. are allowed.

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BACK OF CONDOMINIUM

A Thirty-Six (36") inch border can be installed across the back of the Condominium. Black Diamond edging (or approved alternate) shall be placed along the entire length of the boarder. Shrubbery and flowers may be placed in the area and no more than three (3) tomato plants. Hanging plants may be hung on a Shepherds hook. NO trees or shrubbery may be planted by the Co-Owner on the common elements without written consent of the Board of Directors. A written plan with the selection of trees or shrubs with a diagram must be submitted to the Board of Directors for approval. Please submit an Alteration/Modification Request Form filled out and signed. All costs and maintenance are to be at the Co-Owners expense. All flowers and deck or patios must be cleared out for Fall. If there is a change in ownership, Co-Owner is responsible to inform the new owner of their responsibilities. Approved mulch is either red or dark brown cedar, approved stone is Barn Red. Barn Red stone is the suggested material. Statues are permitted within your rear lot area. There will be no storage behind the units.

SIDE OF CONDOMINIUM

Co-Owner may add a 42" border of Black Diamond edging and plantings, and or a walkway and plantings. A Modification/Alteration Request Form is required prior to starting work and the Co-Owner is responsible for all maintenance and any modification to sprinkler system and restoration to any low area and grading.

Mulch/Stone

Stone replacement and enhancement (of flowerbed or any trees already stoned) is the responsibility of the Co-Owner. The Association is responsible for the mulch in common areas.

TREES

CO-OWNER MUST SUBMIT AN ALTERATION/MODIFICATION REQUEST TO THE BOARD OF DIRECTORS BEFORE PLANTING, TRIMMING OR REMOVING ANY TREE, BUSH OR SHRUB.

A written plan with an Alteration/Modification Request Form with the selection of trees, shrubs or bushes and a diagram showing dimensions, must be submitted to the Board of Directors for approval. All costs and maintenance are to be at the Co-Owner expense. Any modification to the existing drainage. Any damage to sprinkler system will be repaired and restored at the Co-Owners expense. Future modification required by the sprinkler system (due to co-owners approved modification) will be at the Co-Owner expense.

New trees may be planted, with written approval of the Board of Directors. Barn Red stone is required for all new plantings. This becomes Co-Owner's responsibility to maintain.

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Shrubs, bushes, trees and plants that were planted by the Builder or Association may NOT be removed or replaced (unless approved by the Board of Directors with an approved Alteration/Modification Form) with any other type of planting. These shrubs, bushes and trees will be trimmed and maintained by the Association.

SHADE TREES

Shade trees must be planted at least 20 feet from any building. With Modification/Alteration form approval from Board of Directors.

Buried Downspouts:

Maintenance, repair and repair of any damage caused by a buried downspout is the responsibility of the co-owner

DECKS, PATIOS AND DRIVEWAY EXTENTIONS

DECK OR PATIO PLANS MUST BE SUBMITTED ON AN ALTERATION/MODIFICATION REQUEST FORM TO THE BOARD OF DIRECTORS FOR APPROVAL.

A Building Permit for any deck/stamped concrete/brick paver must be obtained from Macomb Township. A building permit is not required when constructing a paver stone patio. As required by code.

To secure a Building Permit you must have the following:

1. Letter of approval from the Board of Directors (approved Modification/Alteration Request Form)
2. Plot plan showing address, building number and unit number.
3. Sketch of deck including distance from other units.

Before work commences on a deck or patio, the following must be submitted to the Board of Directors:

1. Certificate of Insurance (Liability/Workman's Compensation) from deck or patio contractor.
2. Copy of the Building Permit (if applicable)

MAXIMIUM DECK/PATIO SIZE is 26 feet wide across the back of the building/unit (including wrap around to side) by 14 feet deep (projecting from the building)

Railings are required on all decks, as required by Macomb Township Code.

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

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Decks must be cleaned and re-stained when deemed necessary by Board of Directors to maintain presentable appearance. Stone maintenance under deck is the responsibility of Co-Owner.

Driveway extensions are allowed with submission and approval of Alteration/Modification Request Form from Board of Directors. All sprinkler replaced and lawn repair (associated with this) will be the responsibility of the Co-Owner. Maintenance of the widening and of any new joints due to the widening are the co-owner's responsibility. Re: caulking.

The use of outdoor firepits or terracotta fire chimneys anywhere on or about the Condominium premises is prohibited.

UNDER DECK STORAGE – Under deck storage is never allowed.

CONCRETE PADS

Concrete Pads (10 X 12 Feet) are allowed adjacent to the deck and against the rear of the condominium unit. With Modification/Alteration Form approval from the Board of Directors. The overall dimensions (including your deck) are not to exceed 14' by 26'.

DECK FURNITURE/BAR-B-QUE GRILLS

Patio furniture (when not in season) can be stored on the deck with manufacturer's covers. Bar-B-Que grills can remain on deck if covered with manufacturer's cover.

Drying of laundry or other items is not permitted on the exterior of the condo. This includes decks, patios and open garages.

BAR-B-QUE GRILLS

BAR-B-QUE GRILLS are to be portable type only.

No direct gas lines to the Bar-B-Que are allowed.

No Bar-B-Que Grill can be mounted to the building/unit.

Bar-B-Que Grills are NOT to be used in the garage. If used in the driveway they should be 10 ft. from the garage/unit. There is no cooking or using a Barbeque in garages.

DECK AND PATIO AWNINGS

Deck and Patio Awnings are not allowed. Removable canopies are allowed with Board of Directors approval.

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FLAGS

An **American Flag** may be flown at all times

Flags or Banners (American or other) **CAN NOT** be used as window coverings.

Flags or Banners (American or other) **CAN NOT** be used as decorations-attached to windows or doors.

Flag holders should be attached to the front of your unit (with Board approved Alteration/Modification Form).

If repairs or painting is needed the flag and holder will be removed by Co-Owner (or at the expense of Co-Owner).

SEASONAL DECORATIONS

Co-Owners may decorate their unit with seasonal decorations.

Christmas decorations must **NOT** be displayed before November 15th, and must be removed by January 15th. Inflatable decorations are **NOT** allowed (for any season or at anytime).

All other decorations should be removed within one week following the Holiday.

NO decorations are to be hung from gutters.

From November 1 – January 15th green light bulb are allowed in your coach lamp(s). This is in honor of our United States Veterans.

HANIDCAP RAMPS AND HAND RAILS

Installation of ramp and hand railing is for handicap purposes only, and must comply with all state and local building code and requirements as well as health and safety laws. It will be the Co-Owners responsibility to secure Building Code requirements. Co-Owners must assume and pay any costs or liability associated with the installation. Ramps should be installed garages only.

YOU MUST HAVE WRITTEN APPROVAL FROM THE BOARD OF DIRECTORS BEFORE CONSTRUCTION BY SUBMITTING AN ALTERATION/MODIFICATION REQUEST FORM.

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STEPS OUTSIDE REAR DOOR WALL(S)

Steps used when no deck or patio is in place must meet Macomb Township Regulations.

Standard rise should be 8-1/4"

Maximum rise (to be verified)

9" minimum run (Tread) (to be verified)

Steps to unit must be concrete or brick pavers not bricks loosely placed (this applies to rear and front of unit).

YOU MUST HAVE WRITTEN APPROVAL FROM BOARD OF DIRECTORS BEFORE CONSTRUCTION BY SUBMITTING AN ALTERATION/MODIFICATION REQUEST FORM.

PETS

ONLY TWO (2) HOUSEHOLD PETS SHALL BE MAINTAINED BY ANY CO-OWNER. (2 DOGS, 2 CATS OR 1 DOG AND 1 CAT) Cumulative weight of these pets should not exceed 40 LBS.

No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be permitted to run loose at any time upon the common elements and any animal shall at all times be leashed.

No dog whose bark can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements.

Refuse from any pet **MUST BE** cleaned up immediately and disposed of in a sanitary way. (Co-Owner will be subject to fines).

Any unit owner who keeps or maintains a pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the condominium, each Co-Owner and the Board of Directors free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping maintaining such pet within the condominium.

All pets must be registered with the Board of Directors and shall be registered and inoculated as required by law, and meet Macomb Township Pet Licensing requirements.

The Board of Directors shall the right to adopt additional, reasonable rules & regulations with respect to animals, as it may deem proper.

All dog owners must register their pet with a Pet Registration Form included in this package.

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*******PET SIZE LIMIT IS 40 POUNDS WHEN FULL GROWN*******

Any Co-Owner or renter who has a pet in excess of 40 lbs. will be assessed an additional monthly fee of \$50.00. This is effective June 1, 2022. All current pets larger than 40 lbs. are grandfathered in as of June 1, 2022.

PARKING/VEHICLES

No auto or other vehicle repair is permitted anywhere on the premises.

No House Trailers, commercial vehicles, boats, boat trailers, camping vehicles, camping trailers, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation (vans and pickups) may be parked or stored upon the premises unless they are placed inside the garage of an individual unit.

No inoperable vehicles of any type may be brought or stored upon the condominium premises either temporarily or permanently.

Commercial vehicles and trucks shall not be parked in or about the condominium unless making deliveries or pick-ups in the normal course of business or unless doing authorized maintenance.

Operation of motorized vehicles (mopeds, motorized child vehicles, motor scooter, motor driven bicycles or motorcycles, etc.) is strictly prohibited except for the purpose of arrival or departure of an individual unit.

No off-road vehicles or snowmobiles are to be operated on the streets, driveways, vacant areas, or anywhere upon the condominium premises.

Co-Owners are responsible to clean oil drips or other stains on the driveway, caused by their vehicles or those of their guests/vendors. If unit owner fails to do this, after notification to do so the Association has the authority to have the spots cleaned with the cost passed onto the Co-Owner.

NO PARKING PERMITTED:

No parking overnight on street

No parking in front of mailboxes

No parking across sidewalks

No parking on lawns or other grassy areas

No parking in vacant areas

NOTE: Co-Owner(s) have the exclusive use of the driveway adjacent to their unit.

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RUBBISH REMOVAL

Rubbish will be collected weekly.

Rubbish should be placed in tightly sealed disposable plastic bags or a tightly sealed rubbish container.

Rubbish should be placed on the apron of the driveway or between the two driveways – not on the grass area covering a sprinkler head.

Rubbish should be set out NO sooner than 6:00 PM on the day before scheduled pickup. 5:00 PM during Winter months (October 1 – March 1).

Empty rubbish container must be removed within 12 hours after pickup.

If you have a special pickup contact the waste management company. If there is an extra charge it will be the Co-Owner responsibility.

BASEMENT LEAKS AND REPAIRS

Basement wall **leaks** from rod holes and cracks will be repaired and paid through the Association.

If you have a basement problem, contact the Board of Directors (by using an SRF), they will take the (SRF) and contact the waterproofing company to set up an appointment for the repair.

SPRINKLER SYSTEM

The sprinkler system is designed to be used for lawns, trees and shrubs **ONLY**. *Tapping into the system or redirecting the flow of the water for any other reason is not allowed and is subject to fines.*

WATER HOSES/HOSE BRACKETS/HOSE REELS

HOSES

Loose hoses must be neatly coiled. NOT on the grass and NOT hanging on exterior of condo (over meters, fireplace vents etc.) Hoses must be stored in garage or basement in winter. Hoses are allowed in the front landscape island coiled on the ground and behind the shrubs.

HOSE BRACKETS

Hose brackets are NOT to be installed anywhere on the unit. The hose must be stored in the garage or basement in Winter.

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HOSE REELS (PORTABLE)

Portable hose reels are allowed but must be kept in the rear of the building or in the garage. Reels must be stored in garage, basement or on deck in Winter. Reels should not be stored on the side of the unit.

SNOW REMOVAL

The Board of Directors contracts for snow removal from November through April. The streets will be plowed when the snow reaches named amount on current contract.

The Co-Owner has the responsibility to move any parked cars off of the driveway during snow removal. If Co-Owner does not remove his/her vehicle, driveway will then fall onto the Co-Owner's responsibility for snow removal. Snow will be plowed from rear of car to street.

Sidewalks leading from the driveway to the porch will be shoveled.

CALCIUM CHLORIDE OR EQUIVALENT WILL BE PLACED ON THE WALKWAY TO YOUR UNIT AND DRIVEWAY AND WALKS. SALT WILL BE PLACED ON THE STREETS.

***NOTE: THE SNOW DEPTH MEASURE FOR PLOWING MAY VARY WITH EACH CONTRACT REACHED WITH VENDOR.**

SATELLITE DISH

BEFORE INSTALLING A SATELLITE DISH, THE CO-OWNER MUST GET WRITTEN PERMISSION FROM THE BOARD OF DIRECTORS. A SATELLITE DISH APPROVAL APPLICATION MUST BE FILLED OUT AND SUBMITTED TO THE BOARD OF DIRECTORS FOR APPROVAL. PLEASE USE A SATELLITE DISH APPROVAL REQUEST FORM FOR THIS.

Per ruling of the FCC, and verification of the Associations attorney the Association cannot restrict any unit owner from owning a satellite dish, however, the Association can determine where it is installed.

ANY UNIT OWNER CONTEMPLATING THE INSTALLATION OF A SATELLITE DISH MUST SUBMIT A SATELLITE DISH APPROVAL REQUEST FORM TO THE BOARD OF DIRECTORS. **THIS SATELLITE DISH APPROVAL REQUEST FORM MUST INCLUDE THE INTENDED LOCATION OF THE SATELLITE DISH.**

No satellite dish installed on or in the front of any building will be allowed.

No roof mounted satellite dish will be allowed.

Satellite dish mounting must be on wood or brick mortar line only.

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The unit owner is solely responsible for maintenance and repair due to the installation of the satellite dish.

The unit owner must repair any damages to the building/roof caused by installation or removal of the satellite dish. This will be at the Co-Owner's expense.

FOR SALE SIGNS

For Sale signs which are visible from the exterior of a unit are allowed. They may be placed in the front window that is visible from the street.

ESTATE SALES

Estate Sales require Board of Director approval (written) with a minimum 15 days prior notice. Fines will be levied at \$100 (one hundred dollars) for each day the community is disrupted by a sale that is non-compliant.

GARAGE SALES

No garage sales are allowed (other than the yearly board sanctioned garage sale). Fines will be levied at \$100 (one hundred dollars) for each day the community is disrupted by a sale that is non-compliant.

WINDOW COVERINGS

Window "coverings" is to mean only appropriate window treatments designed for that purpose. All draperies, blinds, shades and other window treatments shall have white or off/white linings on exterior surfaces so that the entire complex will have a uniform and consistent appearance.

TOYS, STROLLERS, BUGGIES, BIKES, SCOOTERS, BASKETBALL BACKBOARDS, ETC.

Swings, slides, sandboxes, playscapes, trampolines, inflatable or plastic pools or other playground equipment shall not be placed anywhere on the Common Elements.

The use of portable basketball/hockey goals is not permitted on common or limited common areas. Also, streets and common areas are not to be used for hockey rinks, football or baseball fields, skateboards, roller blades or any other athletic activities. No chalk drawing is allowed on any element. No toys are allowed to be played with in the front of the unit or on the driveway of any unit.

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

HOUSE NUMBERS

ONLY STANDARD NUMBERS AS SUPPLIED BY THE Builder and displayed are acceptable. NO OTHER numbers are allowed anywhere on the building. Except for temporary use during Holidays where house numbers are obstructed by decorations.

WILDLIFE FEEDING

Do not place food such as bread and nuts on common areas. Bird houses are not permitted. Bird feeder are permitted with one per unit. This rule is to keep rodents and other unwanted wildlife out of the area.

YARD LIGHT-ELECTRIC TIMERS-TRANSFORMERS

YARD LIGHTS

Yard lights area allowed around the deck and patio area, sidewalks from back to front of units and at front sidewalks.

ELECTRIC TIMERS AND TRANSFORMERS

Electric timers and transformers must be plugged into existing exterior outlets.

NOISE/DISTURBANCES

Speakers (Stereo, Radio, Home Alarm, Fireworks, etc.) are not permitted on the exterior of the condominium unit.

No offensive or any unreasonably noisy activity shall be carried on in the interior or exterior which is an annoyance or nuisance to the members of Association. This applies to anything before 8:00 AM and after 9:00 PM. Fines will be issued immediately for each occurrence.

ABSOLUTELY NO FIREWORKS. (a fine will be issued immediately) Noise makers such as Cow Bells and Chimes are not permitted.

PESTS

The Association is responsible for the treatment/removal of rodents, bats, squirrels, birds and wasp hives that either get into a unit or attach themselves to the exterior.

The homeowner is responsible for the treatment of ants, spiders, bugs interior or exterior to the unit.

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

Nuisance

In addition to the above violations that are considered a nuisance such as mechanical work on a vehicle, growing or harvesting of marijuana shall be fined as follows:

- First violation – No fine shall be levied. A warning letter shall be sent.
- If within 30 days the nuisance is not abated – a fine of \$250.00 (two- hundred and fifty dollars) will be levied.
- From the 31st day onward if the nuisance is not abated the fine will be \$250.00 (two- hundred and fifty dollars) a day.

Reminder Regarding Your Sump Pump:

It is important that the Members of Silver Pines Village Condominium Association remember that the sump pump in each unit is the responsibility of the co-owner. Please check yours often and talk to your neighbor to make sure each pump is working. The Board of Directors reserves the right (as required in the By-Laws) to enter your unit (working with your schedule) to check that your sump pump is in working order. If entry is consistently denied (for more than a week) the co-owner is subject to fines.

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

MAINTENANCE MATRIX – JANUARY 1, 2023			
ITEM	ASSOCIATION	CO-OWNER	COMMENTS
Air Conditioner			
Base		X	
Coil/Compressor/Fan		X	
Humidifier		X	
Alarm Systems		X	
Animal Removal	X		As a Courtesy – unless killed by co-owner
All Appliances		X	
Basements			
Drainage/Rod Holes/Wall Cracks	X		
Windows	Leak/Replacement	Breakage	
Cable TV/Satellite Dish		X	
All Interior Cabinets/Shelves		X	
Chimney-Direct Vent			
Leaks	X		
Deck			
Rear Porch Light	X		
Maintenance/Snow Removal/Structure		X	
Doors - Exterior			
Caulking/Frame	X		
Inside Surface		X	
Knobs/Locking Mechanism		X	
Lockouts		X	

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

MAINTENANCE MATRIX – JANUARY 1, 2023			
ITEM	ASSOCIATION	CO-OWNER	COMMENTS
Outside Surface	X		
Storm Door		X	
Threshold/Weather Strip	X		
Doors – Interior			
Frame/Surface/Threshold		X	
Knobs/Locking Mechanism		X	
Driveways			
Repairs/Snow Removal	X		Repairs-except for widenings by Co-Owners or Developers/Joints due to widening
All Electrical - Interior		X	
Doorbells/Intercom		X	
All Electrical - Exterior	X		
All Fixtures - Interior		X	
Receptacles/Switches		X	
Security Lights	N/A	N/A	Co-Owner if they install
Fixtures – Exterior	X		Unless installed by Co-Owner
All Floors – Subfloor/Garage Floor		X	
Furnace/Boiler or Any Components of: Furnace/Boiler		X	
Garages			
Door	X	X	When damaged by co-owner

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

MAINTENANCE MATRIX – JANUARY 1, 2023			
ITEM	ASSOCIATION	CO-OWNER	COMMENTS
Door Opener/Locks		X	
Surface (Interior) Springs, Tracks and Struts		X	
Walls		X	
Weather Strip on Sides and Bottom		X	
Gas Line			
Furnace/Fireplace/Dryer/Stove/Oven		X	
Insect Infestation		X	
Insulation Attic		X	
Lawn & Grounds			
Common Areas/Entrances	X		
Tree/Shrub Trimming	X		Except when planted by Co-Owner
Mailboxes			
Key		X	
Repair	X		
Patios			
Downspouts (Buried)		X	Installed by HO or Developer
Lights/Repairs/Snow Removal		X	
Pests	X		Rodents, bats, squirrels, birds, Interior of unit
Pests - Interior		X	Ants, Bugs, Spiders
Plumbing - Interior		X	
Plumbing (Underground Pipes)	X		Exterior

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

MAINTENANCE MATRIX – JANUARY 1, 2023			
ITEM	ASSOCIATION	CO-OWNER	COMMENTS
Water Heater/Water Meter Bills		X	
Sewer Backup/Damage		X	
Edge drain, floor drains and floor drainage	X		
Sump Pump/Plumbing Fixtures		X	
Front Porch			
Light Fixture/Maintenance/Repair	X		
Screens		X	
Snow Removal/Steps/Sidewalks	X		
Roads	X		
Roofs/Gutters			
Roof/Downspouts/Leaks/Siding	X		
Sidewalks			
Repair/Snow Removal	X		
Smoke Detectors		X	
Sprinkler System/Lawn	X		
Interior Stairways		X	
Telephone			
Interior/Exterior/Jacks/Wiring		X	
Vents/Interior			
Bathroom/Dryer/Kitchen		X	
Vents/Exterior			
Roof Vents/Vent Covers for Dryers	X		
Walls/Ceilings/Exterior	X		

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

MAINTENANCE MATRIX – JANUARY 1, 2023			
ITEM	ASSOCIATION	CO-OWNER	COMMENTS
Walls/Ceilings/Interior		X	
Leaks to Interior from Exterior Roof or Mortar leaks	X		Except Leaks from Sky-Lights
Structural Failure	X		Except for normal settling
Windows/Door Wall/Seal Failure	X		
Exterior Caulking Painting	X		
Frame of window or Door Wall	X		
Broken Glass		X	
Interior/Screen		X	
Landscape Stone back of condo		X	When placed by co-owner, previous co-owner or developer

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

CO-OWNER EMERGENCY INFORMATION SHEET

=====

As the managing agent for your Association, we ask that you furnish our office with the following pertinent information to allow us to maintain the Association's records:

Co-Owner's Names _____

Address _____

Home Phone # _____ Business Phone # _____

E-Mail Address _____

Mailing Address if Different than Above:

In the Event of an Emergency Contact: _____

Relationship: _____ Phone #: _____

Or

In the Event of an Emergency Contact: _____

Relationship: _____ Phone #: _____

If you are or will be leasing your unit, please supply the tenant's name and phone number. We remind you that Lease Agreements **MUST** be approved by the Board of Directors **prior to its execution**. Please check your Bi-Laws for any further rules and or restrictions.

Return this form to a Member of the Board of Directors.

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

RULES VIOLATION FORM

Complainant Name: _____ Date: _____

Address: _____

Date of Violation: _____ Time of Violation: _____

Address Where Violation Occurred: _____

Name of Violator (If known) _____

Description of Violation:

Anonymity:

Anonymity of complaints is not encouraged. However, the identity of the party reporting the rules violation will not be revealed to the offending party.

Return this form to a Member of the Board of Directors.

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

SERVICE REQUEST FORM ("SRF")

Co-owner: _____ Date: _____

Address: _____

Home Phone: _____ Work Phone: _____

I have noticed the following item I feel needs attention. Please contact me so said item can be reviewed. I would like you to notify the proper people so a time can be set up to fix the item as soon as possible.

Description of Work Needed:

(Be very specific. Use one (1) Service Request Form ("SRF") for each item.)

X

Co-owner Signature

Date SRF was received

Return this form to a Member of the Board of Directors.

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

Alteration/Modification Request Form

Date: _____ Unit # _____

Co-Owner's Name _____

Co-Owner's Address: _____

Co-Owner's Home Phone: _____ Cell: _____

E-Mail Address: _____

Requested Modifications:

- | | |
|---|--|
| ☐ Exterior Appearance | ☐ Landscaping |
| ☐ Structural Parts of Unit | ☐ Common Elements |
| ☐ Limited Common Elements | |
| ☐ Other: | |

Explanation of Modifications:

Please note that you must submit a drawing for any modification, which requires it such as a deck, landscaping modification, etc. The drawing should be on a site plan and the scale should be ½ inch = one foot. Please list sized and materials to be used.

This work will be performed by: _____

List address and telephone if outside contractor is to be used: _____

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:

1. A licensed builder who is insured will perform actual construction. All applicable code and regulations will be followed and all necessary permits will be obtained at my/own expense.
2. I/we have read all applicable section of the Bi-Laws and I/we understand them.
3. All maintenance of this Alterations/Modification will be performed at my/our expense.
4. I/we understand that, should any legal, regulatory agency require, at any time in the future, modifications to this variance, they will be done at my/our expense.
5. Any maintenance costs, incurred by the Association as a result of this variance, will be at my/our expense.
6. Decks cannot be installed over a drainage swell. In the event the deck does interfere with the surface drainage, I/we understand that I/we will be required at my/our own expense, to correct the drainage to the Association's satisfaction.
7. Before submitting a drawing of the proposed deck for approval by the Condominium Association, the Co-Owner must contact the Board of Directors to obtain the sprinkler Company's name and phone number. The Co-Owner will need to obtain from the contractor who maintains the sprinkler system stating that the proposed deck modification will not interfere with the sprinkler system. Should any sprinkler heads have to be relocated, this will be done exclusively at the owner's expense.
8. This Alteration/Modification Request Form is subject to all the requirements of the Bi-Laws, occupancy agreements and other applicable regulations at the Board of Director's discretion.
9. I/we understand that it is our responsibility to advise future assigns and/or owners of the unit of this alteration/modification and their responsibility for it.

NO WORK SHALL COMMENCE UNTIL WRITTEN APPROVAL IS RECEIVED

Date:

Signature of Co-Owner

Date:

Signature of Co-Owner

RETURN COMPLETED FORM TO MEMBER OF BOARD OF DIRECTORS FOR REVIEW

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

SILVER PINES VILLAGE CONDOMINIUMS

PET REGISTRATION FORM

Please complete and return to
Silver Pines Village Condominiums
Return Form to 52625 Wildwood Drive
place in mailbox on porch

CO-OWNER(S)NAME: _____

ADDRESS _____

UNIT NUMBER _____ **PHONE NUMBER:** _____

DESCRIPTION OF ANIMAL(S) (INCLUDING BREED):

WEIGHT OF ANIMAL(S): _____ **AGE OF ANIMAL(S):** _____

LICENSE NUMBER: _____ **MALE** ☐ **FEMALE** ☐

NAME OF PET(S): _____

Please include a current picture of your pet (if available) for our records.

NAME, ADDRESS & PHONE NUMBER OF VETERINARIAN WHO MAINTAINS IMMUNIZATION RECORDS

Date

Co-owner Signature

Date

Co-owner Signature

Please be advised, failure to abide by the Association Bylaws, and Rules & Regulations could result in a fine being imposed upon the owner of the unit where the pet resides.

Return this form to a Member of the Board of Directors.

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

Rules & Regulations

Notice of Intent to Install Antenna on Individually-Owned or Exclusive-Use Area

Unit Co-Owner's Name: _____

Address: _____

Phone: _____

Type of Antenna: ☐ Direct Broadcast Satellite ☐ 18 Inch ☐ Other _____ size
☐ Television Broadcast
☐ Multi-Point Distribution Service _____ size

Company Performing Installation: _____

Identify Installation Location: ☐ Rear Deck ☐ the Ground at Rear Deck ☐ Other

Explanation of "Other"

Date Installation Performed: _____

Please indicate the method of installation: _____

Will the installation be in compliance with all association guidelines (which include manufacturers' guidelines and applicable building codes)? ☐ YES ☐ NO

If no, please provide three days and times for which you are available to meet to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for a nonroutine installation.

Is a mast necessary for reception? ☐ YES ☐ NO

If yes, is the mast required to extend more than 12 feet above the roofline or extend to a height greater than the distance from the installation to the lot line? ☐ YES ☐ NO

I will comply with all of the Association's Rules for installing, maintaining and using antennas.

I assume liability for any damage to Association and other Co-Owners' property that occurs due to antenna installation, maintenance and use.

Signed: _____ Dated: _____

Return this form to a Member of the Board of Directors.



ZELMANSKI, DANNER & FIORITTO, PLLC

ATTORNEYS AND COUNSELORS AT LAW

WWW.ZDFATTORNEYS.COM

PLYMOUTH OFFICE

44670 ANN ARBOR ROAD, SUITE 170
PLYMOUTH, MICHIGAN 48170
TEL (734) 459-0062 FAX (734) 459-5313

EDWARD J. ZELMANSKI
TRACY N. DANNER-BOND
MELISSA D. FRANCIS
BROOKE M. JORDAN
MATTHEW D. LEVINE

MT. CLEMENS OFFICE

75 NORTH MAIN STREET, SUITE 300
MT. CLEMENS, MICHIGAN 48043
TEL (586) 465-1330 FAX (586) 493-9453

GREGORY J. FIORITTO
RICHARD L. WAGNER, JR.

March 20, 2023

Board of Directors
Silver Pines Village Condominiums
c/o Mr. Dan Mullen
Rochester Property Management Group
411 Woodward Avenue
Rochester, MI 48307

RE: AMENDMENT PROJECT

Dear Members of the Board:

Enclosed please find the recorded Fourth Amendment to Master Deed, Bylaws and Restated Articles of Incorporation for Silver Pines Village Condominiums. The Articles of Incorporation were filed with the Department of Licensing and Regulation on September 29, 2022. The Master Deed and Bylaws were recorded on March 3, 2023 with the Macomb County Register of Deeds and the amendment became effective on that date. It is appropriate to distribute a copy of the amended documents to each co-owner.

It has been my considered pleasure to have worked with the Board of Directors and members of the community with this document amendment project. I truly appreciate the long hours and attention dedicated by the Board of Directors to engage in the process of amending the documents and seeing it through to its conclusion.

If I may be of any further assistance to Silver Pines Village Condominiums, I would welcome the opportunity.

Very truly yours,

ZELMANSKI, DANNER & FIORITTO, PLLC

Edward J. Zelmanski, Esq.

ezelmanski@zdfattorneys.com



ZELMANSKI, DANNER
& FIORITTO, PLLC

IN ALLIANCE WITH

Fraser Trebilcock

All appointments made through our Plymouth Office for DETROIT | LANSING | GRAND RAPIDS

SILVER PINES VILLAGE CONDOMINIUM ASSOCIATION

FILED

SEP 28 2022

RESTATED NON-PROFIT

SEP 29 2022

ARTICLES OF INCORPORATION

ADMINISTRATOR
CORPORATIONS DIVISION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned
Corporation executes the following Restated Articles:

The name of the corporation is: Silver Pines Village Condominium Association

The identification number assigned by the Bureau is: 800892466

Old ID #: 782393

TranInfo:1 25173349-1 09/26/22
Chk#: 25954 Amt: \$10.00
ID: 800892466

All former names of the corporation are: none

The date of filing the original Articles of Incorporation was: 05/16/2003

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the Corporation:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is Silver Pines Village Condominium Association (hereinafter referred to as the "Corporation".)

**ARTICLE II
PURPOSES**

The purposes for which the Corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Silver Pines Village Condominiums, a condominium (hereinafter called the "Condominium");
- (b) To administer and operate the Condominium in such a manner as might be required by all applicable local, state and federal laws, including, but not limited to, the National Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended), and the Michigan Civil Rights Act;
- (c) To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;

- (d) To carry insurance and to collect and allocate the proceeds thereof;
- (e) To rebuild improvements after casualty;
- (f) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Corporation;
- (g) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (h) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, for any purpose of providing benefit to the members of the Corporation and in furtherance of any of the purposes of the Corporation;
- (i) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure by mortgage, pledge or other lien;
- (j) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation, and such Bylaws and Rules and Regulations of this Corporation as may hereinafter be adopted;
- (k) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Act of 1978, as amended;
- (l) To sue in all courts and to defend against any actions or suits brought against the Corporation or its Directors and Officers by any member of the Corporation or by any third party, and to participate in any and all actions and proceedings whether judicial, administrative, arbitative, or otherwise; and
- (m) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III ADDRESSES

The address of the registered office is: 411 Woodward Avenue, Rochester Hills, Michigan 48307

The mailing address of the registered office is 411 Woodward Avenue, Rochester Hills, Michigan 48307

ARTICLE IV RESIDENT AGENT

The name of the resident agent of the Corporation is: Dan Mullen

ARTICLE V

BASIS OF ORGANIZATION AND ASSETS

The corporation is organized on a nonstock, membership basis.

If organized on a nonstock basis, the description and value of its real property assets are:
None

The corporation is to be financed under the following general plan:

Assessment of members

ARTICLE VI EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VII MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the Corporation, the termination of membership, and voting by such members shall be as follows:

- (a) Each Co-owner of a Unit in the Condominium shall be a member of the Corporation, and no other person or entity shall be entitled to membership.
- (b) Membership in the Corporation shall be established by acquisition of fee simple title or the interest of a land contract vendee as per MCL 559.106 (l) to a Unit in the Condominium and by recording with the Register of Deeds of Macomb County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the Corporation, the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

ARTICLE VIII
NONLIABILITY AND ASSUMPTION OF LIABILITY FOR
VOLUNTEER DIRECTORS AND VOLUNTEER OFFICERS

Section 1. Elimination of Personal Liability for Volunteer Officers and Volunteer Directors. To the extent permitted by law, a volunteer director or volunteer Officer of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for any action taken or any failure to take any action as a volunteer Director or volunteer Officer, except liability for any of the following:

- (a) for any breach of an Officer's or Director's duty of loyalty to the Corporation or its members;
- (b) for acts or omissions not in good faith or which involve intentional misconduct, a knowing violation of the law, or which involve the intentional infliction of harm on the corporation, its shareholders, or members;
- (c) resulting from a violation of MCL 450.2551;
- (d) the amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;
- (e) for any act or omission that is grossly negligent;
- (f) an intentional criminal act;
- (g) a liability imposed under section MCL 450.2497 (a).

Nothing contained in this Section 1 will be construed to extend the periods for the bringing of an action under any existing statutes of limitation, nor as a waiver of any defense which may be asserted on behalf of any volunteer.

Section 2. Association's Assumption of Liability. The Corporation assumes liability for all acts or omissions of a volunteer Director, volunteer Officer or other volunteer occurring on or after the effective date of these Restated Articles 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.

Nothing contained in the Section 2 will be construed to extend the periods for the bringing of an action under any existing statutes of limitation, nor as a waiver of any defense which may be asserted on behalf of any volunteer.

To the extent permitted by law, no person or entity may bring or maintain a claim for monetary damages against a volunteer Director or Officer for any liability assumed by the Corporation for that Director or Officer under Section 2 above; any such claims must be brought and maintained against the Corporation.

Section 3. Amendments to Michigan Nonprofit Corporation Act. If the Michigan Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of Officers or Directors, then the liability of the Officers and Directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Section 4. Volunteer Liability in the Event of Amendment or Repeal of this Article. Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of the volunteer Officers and Directors of the Corporation existing at the time of such repeal, modification or adoption.

Section 5. Definition of "Volunteer." For purposes of this Article, "volunteer Director" means a Director who does not receive anything of more than nominal value from the Corporation for serving as a Director other than reasonable per diem compensation and reimbursement for actual, reasonable and necessary expenses incurred by the Director in their capacity as a Director. For purposes of the Article, "non-Director volunteer" or "volunteer" means an individual, other than a volunteer Director, performing services for a nonprofit corporation at the request or appointment of the Board of Directors who does not receive compensation or any other type of consideration for the services other than reimbursement for reasonable and necessary expenses actually incurred.

ARTICLE IX INDEMNIFICATION

In addition to the provisions of Article VIII, the Corporation may indemnify its volunteer Directors, volunteer Officers, nondirector volunteers or agents in the following manner:

Section 1. Corporation's Power to Indemnify. The Corporation may 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 (including an action, suit, investigation or proceeding by or in the right of the Corporation), by reason of the fact that such person is or was a Director, Officer, volunteer, employee or agent of the Corporation, against expenses including actual and reasonable attorneys' or other professionals' fees, judgments, decrees, fines, penalties, costs and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, investigation or proceeding. Notwithstanding the above, a volunteer Director, volunteer Officer, volunteer, employee or agent of the Corporation will not be entitled to indemnification for any claims that were brought by the Corporation, against a volunteer Director, volunteer Officer or other volunteer, except pursuant to MCL 450.2564a

The Corporation may indemnify a person that was or is a party or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, nondirector volunteer, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, nondirector volunteer, or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, for expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders or members. A corporation shall not indemnify a person for a claim, issue, or matter in which the person is found liable to the corporation except to the extent authorized under section 564c.

Section 2. Determination of Right to Indemnification. Any indemnification under Section 1 will be made by the Corporation upon the determination that indemnification of the volunteer Director, volunteer Officer, volunteer, employee or agent is proper under the circumstances. Such determination must be made in at least one of the following manners:

- (a) By a majority vote of Directors acting at a meeting at which a quorum consisting of Directors who were not parties or threatened to be parties to such action, suit, investigation or proceeding is present;
- (b) If the Board is unable to obtain a quorum under subdivision (a), then by majority vote of a committee that is duly designated by the Board and that consists solely of 2 or more Directors who are not at the time parties or threatened to be made parties to the action, suit, investigation or proceeding;
- (c) By independent legal counsel in a written opinion. The Corporation must select counsel to prepare the opinion in 1 of the following ways:
 - (i) By the Board or a Committee of Directors in the manner described in subdivision (a) or (b).
 - (ii) If the Board is unable to obtain a quorum under subdivision (a) and the Board is unable to designate a committee under subdivision (b), by the Board.
- (d) By the members, except those that are parties or threatened to be made parties to the action, suit, investigation or proceeding;
- (e) All Directors may participate in designating a committee under subsection (2) (b) or in selecting independent legal counsel under subsection (2)(c)(ii);
- (f) If a person is entitled to indemnification under MCL 450.2562 or a portion of expenses, including reasonable attorneys' and other professional fees, judgments, penalties, fines, and

amounts paid in settlement, but not for the total amount, the corporation may indemnify the person for the portion of the expenses, including reasonable attorneys' and other professional fees, judgments, penalties, fines, or amounts paid in the settlement for which the person is entitled to be indemnified.

Section 3. Authorization of Payment of Indemnification. A corporation shall authorize payment of indemnification under this Article in any of the following ways:

- (a) By the Board in 1 of the following ways:
 - (i) If there are 2 or more Directors who are not parties or threatened to be made parties to the action, suit, investigation, or proceeding, by a majority vote of all Directors who are not parties or threatened to be made parties, a majority of whom shall constitute a quorum for this purpose.
 - (ii) By a majority of the members of a committee of 2 or more Directors who are not parties or threatened to be made parties to the action, suit, investigation, or proceedings.
 - (iii) If there are fewer than 2 Directors who are not parties or threatened to be made parties to the action, suit, or proceeding, by the vote necessary for action by the Board under MCL 450.2523. All Directors may participate in authorization under this subparagraph.
- (b) By the members, except those that are parties or threatened to be made parties to the action, suit, investigation, or proceeding may not vote on the authorization.

Section 4. Expenses.

- (a) Expenses of each person indemnified hereunder incurred in defending civil, criminal, administrative, or investigative action, suit, investigation, or proceeding including all appeals, or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit, investigation, or proceeding as authorized by the Board of Directors, notwithstanding whether a disinterested quorum exists, upon receipt of an undertaking by or on behalf of the Director, Officer, or volunteer to repay such amount unless it will be determined that such person is not entitled to be indemnified by the Corporation. The undertaking will be an unlimited general obligation of the person on whose behalf advances are made, but need not be secured.
- (b) All such assumption of liability, indemnity and payment of all expenses for any person shall be to the extent authorized in MCL 450.2564a, 450.2564b and 450.2564c unless such person:
 - (i) received a benefit to which they were not entitled;
 - (ii) intentionally inflicted harm on the corporation or its members;

- (iii) violated MCL 450.2551; or
- (iv) intentionally committed a criminal act.

Section 5. Advance Payment of Expenses.

- (a) The assumption of liability under Article VIII or the indemnification or advancement of expenses provided by this Article IX will not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses might be entitled as a matter of law or under the Restated Articles of Incorporation, the Condominium Master Deed, Condominium Bylaws, or any contractual agreement.
- (b) The total amount of expenses for indemnification from all sources combined will not exceed the amount of actual reasonable and necessary expenses incurred by the person seeking indemnification or advancement of expenses.
- (c) The indemnification provided for in this Article will continue as to any person who has ceased to be a Director, Officer, or volunteer and will inure to the benefit of heirs, executors, and administrators but not assigns of such a person.
- (d) All persons/entities for whom liability was assumed or expenses, costs, attorneys' or other professional fees were advanced for purposes of assumption of liability pursuant to Article VIII or paid for purposes of indemnification pursuant to Article IX, shall furnish the corporation a written agreement, executed personally or on the person's behalf, to repay any and all advances or expenses or fees if it is ultimately determined that the person did not meet the standard of conduct required under the Condominium Documents.

Section 6. Directors and Officers Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is, or was, a Director, Officer, or volunteer of the Corporation, or is, or was, serving at the request of the Corporation as an unpaid, volunteer Director, Officer, or volunteer of another corporation whether nonprofit or for profit, partnership, joint venture, trust, or other enterprise against any liability asserted against said person and incurred by said person in any such capacity or arising out of their status as such, regardless of whether the Corporation would have the power to indemnify them against such liability under the provisions of this Article or the Michigan nonprofit Corporation Act, Act 162 of 1982, MCL 450.2101, et al., as amended.

ARTICLE X FAIR HOUSING LAWS

Section 1. General. The National Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended) and the Michigan Elliott-Larsen Civil Rights Act (Public Act 453 of 1976) generally prohibit certain types of discrimination in sale, rental, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Section 2. Administrative Responsibility. The Association shall be responsible for administering the Condominium in full compliance with the National Fair Housing Act, the Michigan Elliott-Larsen Civil Rights Act and any other applicable federal, state and local fair housing laws, as well as any and all regulations and administrative rules issued pursuant thereto.

ARTICLE XI AMENDMENTS TO ARTICLES OF INCORPORATION

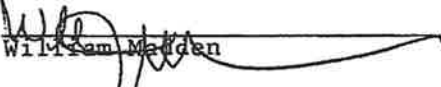
These Restated Articles of Incorporation may be amended by the affirmative vote of a majority of the Members of the Corporation qualified, eligible and entitled to vote.

ARTICLE XII ENFORCEABILITY

The invalidity or unenforceability of any provision of these Articles will not affect the validity or enforceability of the remaining provisions of these Restated Articles of Incorporation.

These amended and Restated Articles of Incorporation were adopted on September 1, 2022 in accordance with the provisions of Section 641 of the Michigan Nonprofit Corporation Act, MCL 450.2641. These Amended and Restated Articles of Incorporation and were duly adopted by the vote of the members. The necessary votes were cast in favor of the Amended and Restated Articles of Incorporation.

Dated: 9/20/22

By: 
William M. Menden
Its: President