Recorded Fourth Amendment for Quail Run II Condominiums

(Recorded with Kalamazoo County in October 2025)

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AMENDMENT

2025-025605
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Document Number: 2025-025605

Arrival Date and Time: 10/1/2025 8:39:55 AM

Recording Date and Time: 10/1/2025 11:05:07 AM

GRANTOR: QUAIL RUN CONDOMINIUMS II

GRANTEE: MARTZ HOME BUILDERS INC

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

REGISTER OF DEEDS
Kalamazoo County, Michigan

Meredith Place

Meredith Place, Clerk/Register
Clerk / Register of Deeds
Kalamazoo County Michigan

For Internal Use ONLY:
DocId: 20223195
TxId: 40191358

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FOURTH AMENDMENT TO MASTER DEED OF THE QUAIL RUN CONDOMINIUMS II

Martz Home Builders, Inc. ("Developer"), a Michigan corporation, was the developer of Quail Run Condominiums II, a Michigan condominium project (the "Condominium") established by the Master Deed for the Condominium ("Master Deed"), dated May 21, 1981, and recorded November 11, 1981 at Liber 1133, Page 244 through 292 in the Kalamazoo County Register of Deeds, and designated as Kalamazoo County Subdivision Plan No. 30.

The Master Deed was amended by a First Amendment to Master Deed of Quail Run Condominiums II ("First Amendment"), which First Amendment is dated March 31, 1982, and recorded on September 13, 1982, at Liber 1150, Page 1128 through 1134 in the Kalamazoo County Register of Deeds; by a Second Amendment to the Master Deed of Quail Run Condominiums II ("Second Amendment"), which Second Amendment is dated December 19, 1989, and recorded on December 26, 1989, at Liber 1440, Page 1299 through 1327 in the Kalamazoo County Register of Deeds; and by a Third Amendment to the Master Deed of Quail Run Condominiums II ("Third Amendment"), which Third Amendment is dated July 24, 1996, and recorded on July 25, 1996, at Liber 1868, Page 1118 through 1120 in the Kalamazoo County Register of Deeds.

Pursuant to the authority granted under the Michigan Condominium Act, MCLA §559.101, et seq., as amended (the "Act") and the authority reserved in Article VII of the Master Deed, the Association hereby amends the Master Deed with this Fourth Amendment to Master Deed of the Quail Run Condominiums II ("Fourth Amendment") for the purposes described herein. This First Amendment was approved by a vote of more than two thirds (2/3) of the Co-owners in the Condominium. Notwithstanding the terms of the Master Deed, for purposes of this Fourth Amendment, the term "Condominium Documents" shall mean the Master Deed, Bylaws, Association Bylaws (as defined herein), Condominium Subdivision Plan, all amendments to the Master Deed, including this Fourth Amendment, all Rules and Regulations passed by the Board from time to time, and all other documents which affect the Condominium the rights and obligations of the Co-owners in the Condominium, as the same are amended.

The Master Deed of the Quail Run Condominiums II is hereby amended as follows:

1. **Unit and Limited Common Elements**. Articles IV and V of the Master Deed shall be amended by the following:

Notwithstanding the terms of Articles IV and V of the Master Deed, the term Unit shall include all those interior and exterior spaces of the home and the garage, including materials, structures, and improvements which are attached to or located within the inside living areas bounded

by the walls, floors, and ceilings of the home and garage including any paint and/or other materials covering the walls, ceiling, stairways and floors. In addition, a Unit shall also include all of the areas behind the walls, ceilings, and floors (i.e., the attic, areas between the exterior and inside walls, and below the floor areas), and all insulation, wiring, utilities, and other materials, structures and improvements located in those areas; provided, however, that the Unit shall not include the framing for the home, including all trusses and structural studs. The Unit shall also include any attached exterior patio, deck, porch or balcony and all interior and exterior doors and garage doors, all interior and exterior windows, skylights and sliders, and all utility, gas, electrical and plumbing systems which are located within, attached to, or protruding from the Unit to which they service on the interior or exterior of the Unit.

This Fourth Amendment shall therefore amend what Condominium elements, structures, and improvements are identified as Common Elements under Article IV of the Master Deed, as some of the improvements previously defined as General Common Elements or Limited Common Elements shall now be defined as part of the Unit.

Notwithstanding anything in the Condominium Documents to the contrary, it is difficult to identify by name all of the materials, improvements, and structures which are located within the entire Condominium Project, and thus, if there is any question or issue about whether any material, improvement, or structure located within the Condominium Premises should be defined as part of a Unit or a Limited Common Element or General Common Element, then the Board shall have the right to define the same without the consent from Condominium Co-owners. It is understood the Board's decision shall have an effect on which party (the Co-owners or Condominium Association) is responsible for the maintenance, repair, and replacement of the same.

2. **Maintenance of Unit and Common Elements**. This following language will amend Article IV, Section C. of the Master Deed:

Notwithstanding the terms of the Master Deed, including Article IV thereof, the following describes whether the Co-owners or the Association shall have the respective obligations to maintain, repair, and replace the following portions of the Unit and Common Elements and the party responsible to bear the cost of the same:

The Co-owners shall be responsible to maintain, decorate, repair and replace all elements detailed in Section 1 of this Fourth Amendment which are deemed part of the Unit in any and all cases despite the source of any damage caused. This includes all interior elements that are inside of the exterior perimeter walls, including those elements between the framing structure, ceiling, floors, stairways, including all insulation, venting, ductwork, plumbing and electrical within the walls of the Unit and/or that service the Unit on either the interior or exterior of the Unit.

The Co-owners shall be responsible to maintain, repair and replace all interior elements of the chimney (fireplace and venting) including both chimney flues and any exterior chimney caps or vents. The Association shall be responsible to maintain, repair, and replace the exterior structural portions of the chimney, including the framing, siding and flashing.

The Co-owners shall be responsible to maintain, repair and replace their personal mailbox which must be posted in accordance with the requirements of the United States Postal Service or local municipality.

The Co-owners shall be responsible to maintain, repair, and replace any appurtenant exterior concrete patios, decks, porches, balconies and the like (all are considered an improved modification after the original construction) appurtenant to their Unit. What shall be deemed appropriate maintenance, repair, and replacement of all Units and Limited Common Elements shall be determined by the Board of Directors.

The Co-owners shall be responsible to maintain, repair, and replace all interior and/or exterior windows, screens, sliders, storm doors, skylights and exterior doors, including the garage door (including opener), attached to or related to the Unit. Basement and/or egress windows or doors (including their window, wells, window well covers, retaining walls or stairs that are installed for the purpose of the basement or egress windows) shall be the responsibility of the Co-owner. Repairs or replacement including hardware on all exterior windows/sliders/egress doors must adhere to original design/style/color of the Unit and require Board approval to replace or install. Water entry occurring at these areas is the Co-owner's responsibility.

The Co-owners shall be responsible to treat pests or insects within the Unit regardless of the cause of said infestation. The Association is not obligated to treat any exterior pests or insects unless the Board deems it necessary to protect the structural integrity of the common areas.

The Co-owners shall be solely responsible for the planting and maintaining (including replacing dead or dying plants, trees or bushes) all landscaping beds surrounding their Units. All such landscaping and plantings shall be kept in good condition and repair as reasonably determined by the Board. The Association will trim bushes (twice per year) and trees (as decided by the Board) around the common property and within landscaping beds that were originally installed, not those added by the Co-owner. The Association will contract an annual spring and fall clean up on the common property and landscaping beds and spray weed preventer in the spring.

3. **Notices**. The following three (3) Sections shall be added to Article II of the unrecorded Association By-laws (the "Association Bylaws"):

Section 11. Notices to the Association. All notices provided for in the Act, Master Deed or Bylaws or Association Bylaws which shall be address to the Association shall be mailed to 6312 Stadium Drive, Kalamazoo, MI 49009.

Section 12. Telephonic and Video Meetings. Provided the Board has approved of it before any meeting (as determined on a case by case basis), the Co-owners may participate in a meeting by means of a Zoom (or similar technology) conference, a telephone conference call, or other similar communication provided that all Co-owners participating in the meeting in question can hear and/or see each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. The Board shall have the sole authority to decide the means and methods to which meetings are held.

Section 13. Electronic Notice of Meetings. Proper notice to a Co-owner of any meeting of Co-owners may be effectuated by sending the same electronically to a Co-owner's email address which shall be deemed delivered on the day such notice is sent, whether received on the same day or not. Each Co-owner must file a written notice with the Association to designate an official email address. A Co-owner may change the email address of record at any time by written notice to the Association Secretary or management company which is actually received by such individuals. The Board shall not be responsible if any such notice is sent to an email provided by the Co-owner but which email address is erroneous or otherwise not working or not received by the recipient. Any Co-owner can request mailed notice by filing a written notice with the Association.

4. **Book of Accounts**. The following language shall fully replace Article IV, Section 3 of the Condominium Bylaws (the "Bylaws", which are attached as Exhibit A to the Master Deed) and Section 1 of the Third Amendment of the Master Deed:

The Association shall keep detailed books of account, in accordance with the Act, showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements, any other expenses related to the Common Elements, and other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. In every year that the revenue of the Association exceeds $20,000.00, the Association shall have its books, records, and financial statements independently audited or reviewed by a certified public accountant, as defined in section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The cost of such professional accounting assistance, if any, shall be an expense of administration. The Association may opt out of performing an audit or review required by this section for any year by an affirmative vote of a majority of the Co-owners at any meeting of the Co-owners or as otherwise provided in the Bylaws.

The Association shall keep current copies of the Master Deed, Bylaws, and all other Condominium Documents available for reasonable inspection by the Co-owners, prospective mortgagees, and their representatives during business hours at the address of the Condominium Association's Managing Agent. Any Co-owner or first lien holder of any Unit shall be entitled to receive a copy of such annual audited or reviewed financial statement (if one has been conducted) within 90 days following the end of the Association's fiscal year upon request. The cost of any such audit or review shall be an expense of the Association.

5. **Collection of Assessments**. The following language shall be added to Article V, Section 4 of the Bylaws:

Notwithstanding the other terms of Article V, Section 4, all assessments levied against the Co-owners to cover the expenses of administration shall be paid by the Co-owners in accordance with each Co-owner's percentage of value as set forth in Section 1 of the Second Amendment. Monthly assessments shall be due the first (1st) day of each month with a grace period to the tenth (10th) day of the month. Any assessments paid after the grace period will be subject to an initial late payment fee of $35 or in an amount determined and published in the Rules and Regulations by the

Board in its sole discretion. All late payment fees, fines, and attorney fees incurred by the Association in enforcing the provisions of the Condominium Documents against any Co-owner or occupant of the Condominium Premises (or "Condominium", which refers to the land on which the Condominium Project is located), shall be due and payable by the Co-owner with the following month's monthly dues and shall be subject to a lien against the Co-owner's Unit, which lien may be recorded against the Unit in the Kalamazoo County Register of Deeds. Late payment fees that remain unpaid for thirty (30) or more days will accumulate additional late fees per month as determined by the Board. The Board may also establish a structured process to assess fines against Co-owners who violate the Condominium Documents. Any action taken by the Board under this Fourth Amendment may be taken without the consent of any Co-owners or mortgagees.

All funds received from a Co-owner shall be allocated in the following way: (1) to past due fines, charges or fees based on a breach of the Condominium Documents, including any Association attorney fees; (2) current fines, charges or fees due; (3) past due assessments whether regular monthly assessments, additional assessments or special assessments; (4) all currently due assessments.

The amount of fees, fines, and liens for other violations of the Condominium Documents which are not related to the non-payment of assessments or other fees or monies owed to the Association may be set and published in the Rules and Regulations by the Board and revised at any time at the Board's sole discretion.

6. **Restrictions**. The following language shall fully replace Article VII of the Bylaws:

Section 1. Use of Unit.

A. Residential Use.

Units must be used for residential purposes only. No Co-owner may carry on any business enterprise or commercial activities anywhere within the Condominium. Co-owners are allowed, however, to have home offices in their Units provided the home offices are consistent with residential use and:

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

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

The Board may in its sole discretion restrict any business activities that it determines unreasonably interfere with the quiet enjoyment of the residential purpose of the community.

B. Occupancy Restrictions.

The occupancy restrictions in all Units will be limited to 4 individuals in a 2-bedroom Unit and 5 individuals in a 3-bedroom Unit. Timesharing and interval ownership is prohibited.

Section 2. Leasing and Rental of Units.

A. Right to Lease.

Co-owners leasing their Units prior to the effective date of Fourth Amendment ("Effective Date", which is the date that this Fourth Amendment is fully executed) may continue leasing their Units so long as the provisions of the Condominium Documents are followed and an approved lease is on file with the Association prior to the Effective Date of Fourth Amendment.

No Co-owner may lease any Unit without the Association's written approval after the Effective Date of this Fourth Amendment. The Association's approval will not be given if the leasing of such Unit would cause the number of leased Units in the Condominium to exceed ten (10%) percent of the total number of Units in the Condominium. The Association's approval will not be given if leasing the Unit would result in any person or entity or their affiliates or commonly owned entities leasing more than one (1) Unit at any given time. No Co-owner may lease any Unit until they have owned the Unit for a period of not less than twelve (12) months.

If a leased Unit is transferred, no longer being leased or held out for lease, or vacant for more than six (6) months, then all rights to lease that Unit will terminate after the then effective lease term (and no renewal terms or extensions may be exercised but subject to the limitations set forth in this Article VII, Section 2 F. below) and no further new leasing of the Unit may occur without full compliance with this Section Article VII, Section 2.

No Co-owner will lease less than the entire Unit in the Condominium. Subleasing a Unit is expressly prohibited. Renting rooms within a Unit is expressly prohibited. Co-owners may not provide any service to their tenant that might be commonly associated with hotels, motels or other transient or non-permanent housing. Transient tenants are expressly prohibited under all circumstances. For purposes of this Fourth Amendment, a "transient tenant" is any non-Co-owner occupant who resides in a Unit for less than thirty (30) days.

For purposes of this Fourth Amendment, "lease" means any occupancy agreement or arrangement whereby a Unit is solely occupied by a tenant or non-Co-owner occupant, regardless of whether rent or other consideration is being paid (or is required to be paid) to the Co-owner, or whether the occupancy agreement or arrangement is with a third party that is authorized to act as the Co-owner's agent. All leases must be in writing and:

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

(ii) require the tenant to comply with all Condominium Documents;

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

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

B. Ownership of Unit by Entity.

Any Co-owner whose Unit is owned by a corporation, limited liability company, partnership, trust, or other entity must designate in writing one (1) individual or family that is entitled to occupy the Unit. The designated individual or family must be an employee of or have an ownership or legal interest in the entity owning the Unit, e.g., being a named beneficiary of the trust. In addition, the designated individual or family must occupy the Unit for the minimum lease term set forth in Article VII, Section 2(A)(i) above. Only the designated individual or family and their caregivers, co-habitants, and guests may use the Unit.

C. Exemption for the Association to Leasing Restrictions.

If the Association acquires title to any Unit, whether via foreclosure or otherwise, because of or in relation to the Association's effort to collect amounts owed on the Unit's account, such an Association-owned Unit shall be exempt from the leasing restrictions contained in this Article VII, Section 2.

D. Limited Exemption for Certain Transfers of Title to a Leased Unit.

(1) Transfer of Title to a Legal Entity. A Co-owner's transfer of title or ownership of a leased Unit to a legal entity shall not result in the loss of the Co-owner's right to continue leasing said Unit under Article VII, Section 2 if the transferee entity is owned by the transferring Co-owner and/or their spouse, child, stepchild, parent, sibling, niece, or nephew (or any combination thereof). If the transferee entity is a corporation, then all shareholders and directors of the entity must be Co-owners of the Unit prior to the transfer or the spouse, child, stepchild, parent, sibling, niece, or nephew of a Co-owner. If the transferee entity is a limited liability company, then all Members of the company must be Co-owners of the Unit prior to the transfer or the spouse, child, stepchild, parent, sibling, niece, or nephew of a Co-owner. If the transferee entity is a partnership, then all partners of the partnership must be Co-owners of the Unit prior to the transfer or the spouse, child, stepchild, parent, sibling, niece, or nephew of a Co-owner. If the entity is a trust, then all present beneficiaries of the trust must be Co-owners of the Unit prior to a transfer or the spouse, child, stepchild, parent, sibling, niece, or nephew of a Co-owner.

(2) Transfer of Title to an Immediate Family Member. The transfer of title of any leased Unit to a Co-owner's spouse, child, stepchild, parent, sibling, niece, or nephew (or any combination thereof) shall not be considered a sale, conveyance, or divestment of the Co-

owner's title to the Unit for purposes of this Article VII, Section 2 and the Unit may therefore continue to be leased.

(3) Testamentary Transfer of Title to an Immediate Family Member. Any testamentary transfer of ownership of a leased Unit which takes effect upon the death of a Co-owner by operation of law or via a legal instrument or devise including, without limitation, transfers via a deceased Co-owner's will or trust, shall not result in the loss of the deceased Co-owner's exemption from the leasing restrictions under this Article VII, Section 2, provided that ownership to the Unit does not vest in anyone other than the deceased Co-owner's spouse, child, stepchild, parent, sibling, niece, or nephew (or any combination thereof) as a result of such transfer.

E. Procedures for Leasing.

The leasing of Units must conform to the following provisions:

(1) A Co-owner desiring to rent or lease a Unit shall disclose that fact in writing by submitting a form required by the Association at least ten (10) days before presenting a lease form to a potential tenant and supply the Association with a copy of the tenant rental application, including a criminal background check, and the exact lease form to review to ensure compliance with the Condominium Documents. The Association may approve or disapprove any such proposed lease transaction in accordance with the provisions of this Section. The Association may also require the use of a standard lease form. The Board of Directors may solely establish and publish Rules and Regulations pertaining to the leasing of any Unit. Co-owners who do not live in the Unit they own shall keep the Association informed of their current correct address, phone numbers, and an emergency phone number.

(2) The terms of all leases, occupancy agreements, and occupancy arrangements must incorporate, or be deemed to incorporate, all the provisions of the Condominium Documents and all tenants and non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents.

F. Waiting List Procedure.

If any Co-owner submits a lease that would result in the number of leased Units in the Condominium to exceed the ten (10%) percent limit of Units that can be leased, then the Board shall deny the leasing request, unless it grants an exemption to the Co-owner pursuant to this Article VII, Section 2. Upon denial of the leasing request, the Board shall place the Co-owner's Unit on the waiting list. The Board shall maintain a list of leased Units in the Condominium, in addition to a waiting list of Co-owners who, on a first-come, first-served basis, wish to lease their Unit or permit a non-Co-owner occupant to reside in their Unit.

The next Co-owner on the waiting list shall have the right to lease their Unit when the number of leased Units in the Condominium is below the ten (10%) percent leasing limit. If the next Co-owner on the waiting list does not wish to lease their Unit, or if they do not execute a written lease within six (6) months from the date on which the lease allocation became available, then they shall forfeit their place on the waiting list.

The transfer of a Unit currently on the waiting list shall result in the removal of the Unit from the waiting list, subject to the exemptions set forth in this Article VII, Section 2. The purchaser or grantee of the Unit must submit a new request to the Board to be placed on the waiting list.

G. Tenant Failure to Comply with Condominium Documents.

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

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

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

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

H. Notice of Co-owner Arrearage to Tenant.

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

I. Lease Administrative Fees and Service Charges.

The Association may charge such reasonable administrative fees, including attorneys' fees, for reviewing, approving, and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any administrative fees will be assessed to and collected from the leasing Co-owner and paid on the date that this next assessment is due.

Section 3. Alterations and Modifications.

A. General.

(1) Written Approval Required. No Co-owner may make any improvement, modifications or accommodations in exterior appearance, structural modifications to any Unit, including interior walls through or in which there exist easements for support or utilities, or make changes in the appearance or use of any of the Common Elements, Limited or General, without completing a Modification Request form and receiving the Board's express written approval. Any approval will be in a written instrument executed by the Co-owner and Association acknowledging that installation, maintenance, and insuring of all the improvements are to be at the Co-owner's sole expense.

(2) Plans and Specifications Required. Plans and specifications must be submitted to and approved by the Board prior to the commencement of construction, maintenance, modification, or addition to any structure or improvement for which the Association's approval is required. Further, no hedges, trees, or substantial plantings or landscaping modifications may be made until plans and specifications acceptable to the Association have been reviewed and approved by the Board. Any plans and specifications must show the nature, kind, shape, height, materials, color scheme, location, and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected, as appropriate, and any approval by the Board must be in writing.

The Association has the right to refuse to approve any plans, specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon plans, specifications, or grading or landscaping plans, the Board has the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site upon which it is proposed to be constructed, and the degree of harmony with the Condominium as a whole. Due to the variety in the configuration, design, location, or layout of the Units, every request for Association approval is to be considered and decided separately on its own respective facts, circumstances, and merits; no previously approved improvements, past course of dealings, or past practices shall bind or require the Board to approve or deny any later improvement or approval request. The Board has the sole right and authority to promulgate specifications, standards, requirements, and Rules and Regulations with respect to the design, style, location, number, color, and other specifications for any improvement. The Board further has the sole power and discretion to determine what is acceptable and what is objectionable and not permitted based on the Board's interpretation and determination of the overall aesthetics of the community.

With respect to any maintenance, repair or replacement of the Unit or Common Elements for which a Co-owner is responsible, if the same requires a building permit or license, then the work must be conducted and completed by a licensed individual, including but not limited to a licensed residential building contractor, electrician, plumber or mechanical contractor, as appropriate. The Board shall have the right to reasonably approve all contractors and others who perform any work within the Condominium.

Any maintenance, repair, or replacement of all modifications and/or improvements to any Unit or Limited Common Element made for any reason, whether or not approved, will become the sole responsibility of the Co-owner (past, current or future Co-owner) of that Unit at their sole expense.

(3) Failure to Maintain and Repair by the Co-owners. If a Co-owner fails to maintain or repair any known or unknown modification, accommodation or improvement to the Association's satisfaction, then the Association may perform the maintenance or repair, and assess the Co-owner the costs and collect them in the same manner as provided for the collection of assessments in the Condominium Documents. The Co-owner shall maintain, at the Co-owner's cost, insurance to fully replace all damages to any modifications, accommodations or improvements. A Co-owner must not in any way restrict access to any plumbing, water line, water line valves, water meter, sump pump, sprinkler system valves, or any other element that must be accessible to service the Common Elements or any element which affects the Condominium or Association responsibility in any manner. The Association is not responsible for monetary damages arising out of actions taken to gain necessary access to fully comply with its obligations under the Condominium Documents.

(4) Indemnification by Co-owner. The Co-owner, including any subsequent Co-owner of the same Unit, who installs, places, or uses any given improvement, accommodation or modification must indemnify and hold the Association, the Board, and any other Co-owner or non-Co-owner occupant, harmless from and against any and all liabilities, claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, which may result from or are in connection with such improvement or modification.

B. Exterior Cameras and Recording Devices.

The Association does not provide nor is responsible for providing any level of security. Exterior-mounted cameras or recording devices may only be installed within the Condominium with the Board's prior written approval. Any such camera or recording device must be mounted so as to avoid recording the interior of any Unit. Notwithstanding the foregoing, and unless specifically prohibited by Rules and Regulations, a Co-owner may install a "doorbell-style" camera to replace an existing doorbell without having to obtain express written permission of the Board. The Board, without the necessity of an amendment to the Condominium Documents, may make changes regarding the installation and use of exterior cameras and recording devices through Rules and Regulations.

C. Generators.

Co-owners may install generators if all the following requirements are met: (1) the Co-owner submits a written request to the Board seeking a modification to allow for generator installation; (2) the Co-owner agrees to be responsible for all costs, liability, insurance, and any other requirements as determined by the Board for the repair, maintenance, and upkeep of the generator; (3) the Co-owner agrees to indemnify the Association for any liability relating to the generator; (4) the Board, in its discretion, authorizes the modification in writing; (5) a written modification agreement is approved; and (6) the Co-owner installs or causes to be installed the generator in accordance with the manufacturer's specifications or any other requirements imposed by the Board. The Board, without the necessity of an amendment to the Condominium Documents, may make such changes regarding the use and installation of generator through Rules and Regulations.

D. Satellite Dishes and Antenna.

Antennas, over-the-air reception devices, including, without limitation satellite dish antennas, and other technologies regulated by the Federal Communications Commission, shall not be attached, or installed upon any General Common Element without the prior written approval of the Board. Such antennas may be installed within Units or on Limited Common Elements in accordance with the rules and regulations described in 47 CFR 1.4000(a) of the Federal Communication Commission's Over-the-Air Reception Devices Rule (the "FCC Rule"), and any installation must conform with the limitations and procedures of this Section and all applicable Rules and Regulations established by the Board, except to the extent they conflict with the Federal Telecommunications Act of 1996 or the FCC Rule.

The Rules and Regulations may provide for, among other things, installation, maintenance, and use requirements, placement preferences, and screening, camouflaging, or painting requirements, so long as they do not impair the reception of an acceptable quality signal or unreasonably prevent, delay, or increase the cost of the installation, maintenance, or use of any such antenna. The Rules and Regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated.

Except when the Board has declared its approval of a proposed antenna installation in a signed writing and the installation has been made substantially in the manner approved by the Board, the Association may exercise any of the remedies under the Condominium Documents with respect to an antenna installation later determined not to be permitted by this Section or applicable Rules and Regulations, including, without limitation, assessing the current and future Co-owner all costs incurred by the Association for the removal of such antenna and/or the repair of the Common Elements, together with attorney's fees and other costs of collections, in accordance with the Condominium Documents.

E. Energy Efficient Improvements and Modifications.

The Association will allow, as required per the Homeowners' Energy Policy Act, as amended, MCL 559.301, et. seq. ("HEPA"), energy-saving improvements and solar

powered energy systems to be placed on any Limited Common Element for which the Co-owner is responsible. The process of approval will require a Modification Request to be submitted to the Board to which the Board will provide a response to the request within 30 days of the date to which the complete request was received. The requirements pertaining to any energy-saving improvement or solar powered energy system will be the same as required under the HEPA and Co-owner shall be responsible, at their sole cost, to maintain, repair, and replace such improvements, and fully comply with HEPA.

F. Improvements or Modifications to Accommodate the Disabled.

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

(1) Before an improvement or modification allowed by this Subsection is made, the Co-owner shall submit plans and specifications for such modification to the Association for approval. If the proposed modification substantially conforms to the requirements of this Subsection, then the Association may not deny the same without good cause. A denial must be in writing and delivered to the Co-owner, listing the changes needed for the proposed modification to conform. Any requests for approval by the Association under this Subsection must be acted upon no later than sixty (60) days after the required plans and specifications are fully submitted. Failure of the Association to approve or deny a request within the sixty (60) day period will entitle the Co-owner to undertake the modification without the Association's approval.

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

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

(4) Responsibility for the cost of any maintenance, repair, or replacement of an exterior modification allowed by this Section will be in accordance with the law.

(5) A Co-owner having made an improvement or modification allowed by this Subsection shall notify the Association in writing of their intention to convey any interest in or lease their Unit to another not less than thirty (30) days before the Effective Date of the conveyance or lease. Not more than thirty (30) days after receiving such a notice, the Association

may require the Co-owner to remove the improvement or modification and restore the premises at the Co-owner's expense. In the absence of the required notice of conveyance or lease, the Association may at any time remove or require the Co-owner to remove the improvement or modification at the Co-owner's expense; however, the Association may not remove or require the removal of an improvement or modification if the Co-owner intends to resume residing in the Unit within twelve (12) months or a Co-owner conveys or leases the Unit to a person with disabilities who needs the same type of improvement or modification or who has an individual residing with them who requires the same type of improvement or modification. As used in this Section, "person with disabilities" means that term as defined in MCL 125.1502a of the Stille-Derossett-Hale Single State Construction Code Act.

Section 4. Landscaping and Decoration of Common Elements.

No Co-owner may perform any landscaping, plant any trees, flowers, or shrubs, or place any ornamental materials, including, but not limited to, statuary, bird feeders, exterior lighting, fountains, furniture, implements, rocks, boulders, fencing, or other decorative items upon the Common Elements, Limited or General, unless the same is approved by the Board in writing, by submitting a Modification Request form, and conforms with any applicable Rules and Regulations to which the Board deems appropriate. Any landscaping performed by the Co-owner, if and when approved, will be their responsibility to maintain. If a Co-owner fails to adequately maintain such landscaping to the Association's satisfaction, then the Association will have the right to perform such maintenance and assess and collect from the Co-owner the costs in the manner provided in Article II above. The Co-owner will be liable for any damages arising from the performance of such landscaping or the continued maintenance of same. Notwithstanding the foregoing, the Association may also require the Co-owners who fail to maintain such landscaping to remove the same, and if the same is not removed within thirty (30) days, then the Association may remove the same and all costs incurred by the Association shall be paid by the offending Co-owner upon demand and without liability of any kind to the Co-owner.

Pest issues due to seed bird feeders will be the responsibility of the Co-owner to address. If pest issues continue, the Board of Directors has the right to require the removal of any seed bird feeders.

Should access to any Common Elements be required or should any materials specified in this Section interfere with maintenance or services provided by the Association, then the Association may remove any obstructions of any nature that restrict such access or services and will have no responsibility for repairing, replacing, or reinstalling any materials — regardless of whether installation has been approved—that are damaged in the course of gaining such access or performing such services. The Association will not be responsible for monetary damages arising out of any such actions.

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

Each Co-owner shall maintain their Unit and any appurtenant Limited Common Elements for which they have maintenance responsibility in a safe, clean, and sanitary condition. All Units must have operational smoke detectors installed at all times. Thermostats serving any Unit must

be operational and maintained at not lower than sixty (60°) degrees fahrenheit and the Co-owner must implement such other reasonable precautionary maintenance and winterization measures with respect to any vacant Unit as the Board requires. Each Co-owner shall also use due care to avoid damaging any of the Common Elements. Co-owners shall report to the Association any Common Element which has been damaged or is otherwise in need of maintenance, repair, or replacement as soon as it is discovered. Co-owners are required to complete a Vacant Unit Form and/or a Semi-Annual Co-owner Maintenance Report for Rental or Absentee Units as detailed in the Rules and Regulations.

Co-owners shall report the presence of mold and insect and rodent infestations (including the presence of bed bugs) within their Unit to the Board or the Association's management company, if any, within twenty-four (24) hours of discovery. The Co-owner shall also prepare a plan for remediation and/or extermination, which must be approved by the Board in writing. The Association may conduct an inspection of the Unit following remediation and/or extermination. If the Board considers the Co-owner's plan for remediation and/or extermination to be insufficient or untimely, then the Association may conduct its own remediation and/or extermination. The Co-owner shall be responsible for the cost of remediation and/or extermination including all costs incurred by the Association.

Each Co-owner will be responsible for damages or costs to the Association and all other Co-owners resulting from damage to or misuse of any of the Common Elements caused by the Co-owners or their family, guests, agents, or invitees. The responsible Co-owner will indemnify the Association for damages and costs incurred. If the Association files a claim under primary insurance carried by it for such damages and costs and the damages and costs are covered by such primary insurance, then the liability of the Co-owner will be limited to the amount of any non-covered damages and costs and the amount of the deductible.

Section 6. Activities and Conduct upon the Condominium Premises.

No illegal or offensive activity may be carried on in any Units or on the Common Elements, Limited or General, nor may anything be done which may be or become an annoyance or a nuisance to the Co-owners. No unreasonably noisy activity may be carried upon the Common Elements or in any Unit, nor will speeding or other vehicular infractions be permitted which violate any Rules and Regulations, municipal ordinances, or state laws. Any use or activity that is in any way noxious, noisy, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the reasonable enjoyment of other Units in the Condominium is prohibited. The Board will be the final arbiter of whether a use or an activity is in violation of the foregoing restrictions. Disputes among Co-owners that cannot be otherwise amicably resolved must be mediated by the disputing Co-owners. No Co-owner may do, permit anything to be done, keep, or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the Association's written approval and each Co-owner shall pay the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 7. Aesthetics and Storage; Use of Common Elements; and Trash Disposal.

A. Aesthetics and Storage.

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

B. Use of Common Elements.

The Common Elements shall be used only for the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees, and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, that any recreational facilities, storage areas, or other common areas designated for a specific use shall be used only for the purposes approved by the Board. The use, maintenance, and operation of the Common Elements shall not be damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession, or easement, presently in existence or entered into by the Board at some future time, affecting any part of the Common Elements. All Co-owners and their guests, invitees, pets, agents, contractors, etc. accept that there is always potential risk when on the common grounds and shall release the Association from any responsibility for damage, theft, injury that may occur within the Condominium Premises. The use of exterior hot tubs on the Common Elements is strictly prohibited.

C. Trash Disposal.

All rubbish, trash, garbage, recycling, and other waste must be regularly removed from each Unit and is not allowed to accumulate inside. Unless special areas are designated by the Association, trash and recycling receptacles are not permitted on the Common Elements except for short periods of time as may be reasonably necessary to permit periodic collection of trash and recycling. Trash and recycling receptacles will be stored and handled in accordance with applicable Rules and Regulations and the ordinances of the Township. Co-owners are responsible for the collection and proper disposal of trash and recycling (or the costs of the Association collecting and disposing of such trash including any additional charges for return pick-ups due to Co-owner interference, fines for inappropriate disposal or any other additional costs caused by the Co-owner) at the Condominium. If the Township ordinance has a mandatory rubbish removal and recycling program, then each Co-owner will participate in such program and if the Association is billed by the Township for such services, then such costs will be deemed to be an expense of administration. If the Township does not have a mandatory rubbish removal and recycling program, then the Association will be responsible for contracting for rubbish removal and recycling and the cost will be deemed to be an expense of administration.

Section 8. Obstruction of Common Elements.

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

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

The Association or its authorized agents may access each Unit and any appurtenant Limited Common Elements during reasonable working hours upon notice (when possible 24-hour advance notice) to the Co-owner as may be necessary for the maintenance, repair, or replacement of any of the Common Elements or to access the Unit to inspect for violations of this Fourth Amendment. The Association or its agents may access each Unit and appurtenant Limited Common Elements at all times without notice to make emergency repairs or to prevent damage to the Common Elements or to another Unit. It is the Co-owner's responsibility to provide the Association with means of access to their Unit and any appurtenant Limited Common Element during all periods of absence and, in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances. Co-owners are recommended to list an Emergency Contract on file with the Association. The Association is not liable to such Co-owner for any necessary damage to their Unit and any appurtenant Limited Common Element or for repair or replacement of any doors or windows damaged in gaining such access. If it is necessary for the Association to gain access to a Unit or appurtenant Limited Common Element to make repairs to prevent damage to the Common Elements or another Unit or to protect the health, safety, and welfare of the residents in the Condominium, then any costs, expenses, damages, and attorney's fees incurred by the Association will be assessed to the responsible Co-owner and collected in the same manner as provided in the Condominium Documents.

Section 10. Animals and Pets upon the Condominium Premises.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Condominium Project. Only household pets which by definition are fully domesticated animals and which are owned for personal companionship only, i.e., a dog, cat, small reptile, bird, or small rodent, may be kept. No more than two (2) pets are allowed in any Unit, no more than one (1) dog at a maximum adult weight of thirty-five (35) lbs. or up to two (2) cats are allowed in any Unit. Guest pets are not allowed without advance written permission from the Board of Directors. Any agent of the Association and any Co-owner or any member of the family of a Co-owner shall have the right to seize, hold, contain and confine any animal found loose on the Condominium property, and to return the same to its owner or to deliver the same into the custody and control of any dog warden, police officer, or humane society, who will accept custody and control of such animal without liability of any nature for such action.

A. Service Animals and Emotional Support Animals.

Service animals and emotional support animals shall not be considered pets and counted toward the one (1) dog or two (2) cats limit identified above. All service animals and emotional support animals shall be of a domestic (non-exotic) nature and must comply with or conform to all Federal, State, and local health and safety laws. All service animals and emotional support animals entering the Condominium Premises shall comply with the Condominium Documents and the Co-owner or non-Co-owner occupant responsible for the presence of such animal shall be responsible for the actions and any violations by such animal or its handler.

Applications by any person for maintaining a service animal or emotional support animal in the Condominium shall be submitted to the Board. The Board may request verification from a doctor or other medical professional, who, in their professional capacity, has knowledge about the person's disability, their requirements and familiarity with the therapeutic benefits of such animal, and the need for reasonable accommodations. No medical condition records or other details of such person's disability need be furnished or disclosed. Misrepresentation that a person is in possession of a service animal is a violation of MCL 752.62 and any person shall be subject to all penalties for violation of federal and state law related to service animals.

All damages or expenses to the Association by reason of the service or emotional support animal are chargeable to the Co-owner and person having such service or emotional support animal at the Condominium and are collectable as assessments against the Unit where such animal is harbored, kept, maintained, or visiting.

B. Restrictions Applicable to Animals in the Condominium.

All animals maintained on the Condominium Premises must be registered with the Association as detailed in the Rules and Regulations by completing a Pet Registration Form. No animals may be kept or bred for any commercial purpose. No animal may be permitted to be housed outside of a Unit nor may animals be tied or restrained outside or allowed to be loose upon the Common Elements. All animals must be leashed when outdoors with the leash being held and controlled at all times by an individual capable of controlling the animal. Each Co-owner and non-Co-owner occupant is responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner or non-Co-owner occupant. Except for the customary use of bird-feeders, if permitted per the Rules and Regulations, Co-owners shall not feed wild animals on the Condominium Premises. No savage or dangerous animal of any type may be kept and any Co-owner who causes any animal to be brought, maintained, or kept on the Condominium Premises shall indemnify and hold harmless the Association for any loss, injury, damage, or liability, including attorney fees and costs, which the Association may sustain as a result of the presence of such animal on the Condominium Premises. The Association may assess and collect from the responsible Co-owner such losses and damages in the manner provided in the Condominium Documents. No animal that creates unreasonable noise and can be heard on any frequent or continuing basis by any other Co-owners may be kept on the Condominium Premises. The Association may charge Co-owners maintaining animals a reasonable assessment to be collected with all regular assessments if it determines such assessment is necessary to defray the maintenance costs to the

Association of accommodating animals within the Condominium. All animals kept in accordance with this Section must be licensed by the municipal agency having jurisdiction and proof of the animal's shots must be provided to the Association upon request.

C. Association Remedies.

The Association Board may solely adopt Rules and Regulations with respect to animals as it deems proper. The Association may, after notice and the opportunity for a hearing and without liability to the owner, remove or cause to be removed any animal from the Condominium that it determines to be in violation of the restrictions imposed by this Section or any applicable Rules and Regulations. The Association may also assess fines for any such violations.

Section 11. Vehicles upon the Condominium Premises.

A. Prohibited Vehicles.

The following vehicles may not be parked or stored upon the Condominium Premises except in accordance with the provisions of this Section: commercial vehicles, house trailers, boat trailers, camping vehicles/trailers, buses, watercraft, boats, motor homes, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles, unlicensed vehicles, and all-terrain vehicles. In addition, no Co-owner may use or permit the use by an occupant, agent, employee, invitee, guest, or member of their family of any casual motorized transportation anywhere within the Condominium, including, but not limited to, motorized scooters, motorized bicycles, mopeds, go-carts, golf carts, or dirt bikes.

Notwithstanding the foregoing, the following vehicles are permitted: currently licensed automobiles, motorcycles, and non-commercial pickup trucks, SUVs, and passenger vans (not exceeding twenty-three (23') feet in overall length) used as an occupant's primary means of transportation (and not for any commercial purposes).

B. Temporary Presence.

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

C. Commercial Vehicles.

Except as provided above, commercial vehicles and trucks may not be parked in or about the Condominium unless parked in an area specifically designated by the Association or while making deliveries, pickups or providing services in the normal course of business. For purposes of this Section, a commercial vehicle means:

(i) any vehicle or truck with a curb weight of more than 10,000 pounds, overall length in excess of twenty-three (23') feet, or more than two (2) axles;

(ii) any vehicle or truck with commercial license plates, any commercial markings or advertising appearing on the exterior, or not intended for personal transportation; or

(iii) any vehicle or truck either modified or equipped with attachments, equipment, or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment, or similar items.

For purposes of this Section, passenger vans, SUVs, and pickup trucks used as an occupant's primary means of transportation and for no commercial purpose whatsoever will not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle hereunder.

D. Non-operational Vehicles; Vehicles with Expired License Plates.

Non-operational vehicles or vehicles with expired license plates may not be parked on the Condominium Premises without the Board's written permission. If any vehicle parked upon the roads maintained by the Association have not been moved for more than ten (10) consecutive days, then the Association may place a notice upon such vehicle indicating that it must be moved within seventy-two (72) hours of the notice being placed on the vehicle and, if the owner of the vehicle does not move the vehicle within this 72-hour time period, then the Association may have the vehicle towed in accordance with Subsection F below at the owner's expense.

E. Parking Restrictions and Vehicle Maintenance.

Each driveway leading into a garage may only be used by the Co-owners entitled to use the garage. A Co-owner may not maintain more than two (2) vehicles upon the Condominium Premises, all of which must be parked in the Unit garage or on the driveway (not more than 1 car may be parked on the driveway) assigned to the Unit, unless the Board approves in writing otherwise. Co-owners may park a third vehicle in their driveway if approved by the Board. No parking of any vehicles whatsoever is allowed in designated fire lanes or in violation of any Rules and Regulations. Snow removal services will not be provided to any driveway with parked cars.

Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises unless specifically approved by the Board in writing. Vehicle washing on the Condominium Premises is prohibited.

F. Association's Rights to Sticker or Tow Vehicles.

Subject to the notice location and content requirements of MCL 257.252k of the Michigan Vehicle Code, the Association may cause vehicles parked or stored in violation of this Section or any applicable Rules and Regulations to be stickered, removed, or towed from the Condominium Premises. The cost of such removal may be assessed to and collected from the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in the Condominium Documents. In such cases, the Co-owner will be responsible for all costs related to the towing of the vehicle or incurred by the Association in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium.

Section 12. Rules and Regulations.

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

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

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

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

No signs, notices, advertisements, pennants, or flags (other than a flag of the United States of America no larger than 3' x 5' permitted by the Freedom to Display the American Flag Act of 2005, 4 U.S.C. § 5, or MCL 559.156(a), as amended, may be displayed that are visible from the exterior of a Unit without the Board's written permission. The use of a flagpole is permitted but requires the prior written approval of the Association. Displaying of "For Sale" signs is prohibited. Holiday decorations are permitted so long as they comply with any applicable Rules and Regulations and are limited to the Limited Common Elements and removed immediately after the holiday.

The Board may solely implement Rules and Regulations regarding reasonable time, place, and manner restrictions relating to signs, flags, and holiday decorations.

Section 15. Distribution of Materials to Co-owners in Condominium.

No Co-owner will solicit or distribute written materials by attaching the same on another Co-owner's door or the outside of another Co-owner's Unit or by placing the same inside the Co-owner's

Unit, inside another Co-owner's mailbox, or on the Common Elements. The Board is allowed to distribute materials related to the Association to all Co-Owners in any manner deemed appropriate by the Board. The Board, without the necessity of an amendment to the Condominium Documents, may make changes regarding the distribution of written or electronic materials through Rules and Regulations.

Section 16. Garage and Estate Sales.

Only periodic, Condominium-wide garage sales, as authorized by the Board, are permitted anywhere within the Condominium Premises. An estate sale may occur only with the Board's prior written approval by completing a form required by the Board.

Section 17. Draperies and Curtains.

All window treatments, draperies, and curtains installed in windows in the Condominium must have white or off-white liners to maintain a uniform appearance when viewed from the exterior of the buildings as determined by the Board.

Section 18. Drones, Unmanned Aerial Vehicles, and the Air Space Above the Condominium.

Drones, remote control airplanes, remote control helicopters, remote control vehicles, robots, and other unmanned vehicles of any type may not be utilized in or on the Common Elements or in the airspace above the Condominium unless the use of the same is approved by the Board in writing and conforms with the Rules and Regulations. Additionally, any use of a drone, remote control airplane, remote control helicopter, remote control vehicle, robot, or other unmanned vehicle in or on the Common Elements or in the airspace above the Condominium must comply with any and all applicable federal law, Michigan law, or any rules and regulations imposed by the Federal Aviation Administration. Any such devices found unattended on the Common Elements may be confiscated by the Association and deemed abandoned by the owner, in which event, the Association and its agents shall have absolutely no liability whatsoever to the owner of the drone, vehicle, or device for such confiscation or disposal. Notwithstanding the foregoing, drones that are used or operated by contractors in connection with maintenance of the Common Elements are permitted for that limited purpose.

Section 19. Internet Use and Security.

No Co-owner may access another Co-owner's Wi-Fi, internet, cable, or other telecommunications signals, lines, or transmissions without the express written consent provided by the other Co-owner. The Board, without the necessity of an amendment to the Condominium Documents, may promulgate Rules and Regulations regarding the use of Wi-Fi, internet, cable, or other telecommunications signals, lines, or transmissions, including, but not limited to, hacking, illegal activities, obscenities, physical threats, sending viruses, or spamming.

Section 20. Social Media and Webpage Use.

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

Except as authorized by the Board in writing, no Co-owner or non-Co-owner occupant may use the name of Quail Run Condominium II Association, or any derivative thereof, in any website domain name, web address, URL, or social media address, including Facebook, nor may the same be used in any printed, electronic, or promotional material without the Board's prior written consent. Co-owners and non-Co-owner occupants, however, may use the name Quail Run Condominium II Association in printed, electronic, and promotional material where such words are used solely to specify where their respective Unit is located within Quail Run Condominium II Association.

Section 21. Smoking.

"Smoking" or to "smoke" refers to the inhaling, exhaling, burning, or vaporizing of any form of tobacco or tobacco-like product, including the inhalation of the smoke of burning tobacco or tobacco-like products. A Co-owner, non-Co-owner occupant, tenant, guest, or invitee of a Co-owner shall not smoke in or on any Common Elements.

The legal use of tobacco is permitted within a Unit so long as it does not violate any provision of this Fourth Amendment, create a nuisance as determined by the Board in its sole discretion, or otherwise interfere with the use and enjoyment of another Unit or the Common Elements by another Co-owner or a non-Co-owner occupant. If a Co-owner, non-Co-owner occupant, tenant, guest, or invitee fails to comply with this Section, then the Association may send written notice of such non-compliance to the Co-owner of the Unit, who then has fifteen (15) days from the date of such written notice to remediate, if necessary, any violation. If after fifteen (15) days the Association believes the alleged violation has not been cured or may be repeated, then, in addition to any other remedy allowed by this Fourth Amendment, the Board may, after providing written notice and an opportunity to respond to the Co-owner, vote to ban smoking within the Unit.

Section 22. Marijuana and Other Substances.

The consumption, smoking, sale, use, or possession of cannabis (also known as marijuana), narcotic drugs, or other controlled or illegal substances within the Condominium Premises (as defined by state or federal law) constituting a crime as defined by the laws of the United States of America, the State of Michigan, or the Township is prohibited. The Association is not liable to any Co-owner, non-Co-owner occupant, or anyone visiting a Co-owner or the Condominium as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Section 23. Conveyance of Unit and Buy In Fee.

A Co-owner intending to sell a Unit, or any interest therein, shall give written notice by completing an Intent To Sell form providing such intention delivered to the Association at its

registered office and furnish the name and address of the intended purchaser or tenant and such other information as the Association may require. At the time of giving such notice, such Co-owner shall also furnish the Association with copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice constitutes a warranty and a representation by such Co-owner to the Association and to any purchaser or tenant produced by the Association that the Co-owner believes the proposed sale or lease to be bona fide in all respects. The Co-owner shall provide to the proposed tenant or purchaser all Condominium Documents along with information detailing any known modifications, improvements or accommodations. The tenant or purchaser is fully responsible for confirming any and all modifications, improvements and accommodations made to the Unit since the original development and is responsible for maintaining any and all known or unknown modifications, improvements and/or accommodations. The tenant or purchaser is responsible for confirming the Unit meets their needs and that they will not take possession of the Unit in violation of any current Association requirement.

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

At the time of any sale or other transfer of ownership of any Unit, a Buy-In Fee shall be paid to the Association at or prior to the closing of such sale or transfer, equal to the sum of one percent (1%) of the gross sale price for the Unit. The Buy-In Fee shall be owed by the buyer/transferee of the Unit and not by the seller/transferor unless the seller/transferor and buyer/transferee mutually agree otherwise. No sale or transfer shall be valid unless such fee has been paid and such unpaid amount shall create an immediate lien against the Unit and permit the Association to record a written lien with the Register of Deeds and foreclose the lien in the same manner as mortgages may be foreclosed in Michigan. The Board may amend the specific sum of the Buy-In Fee at their discretion.

Upon the sale or transfer of a Unit by a foreclosing lender or its assignee, the buyer or other transferee shall pay all outstanding assessments, fees and charges related to the Unit to the Association, as that sum has been determined by the Association. The Unit shall not be sold by such lender or assignee until the full amount of the arrearage has been paid in full, together with any interest then due and all amounts unpaid shall constitute a lien that may be recorded and foreclosed as described in the previous paragraph.

Section 24. Sex Offenders.

No registered felony sex offender shall own, lease, or otherwise permanently or temporarily occupy any Unit in the Condominium Project or any other portion of the Condominium Project. For sake of clarity, no overnight stays by any felony sex offender shall be permitted at any time within the Condominium Project. The prohibition set forth herein shall apply to felony sex offenders who are, or should be by law, registered as such in any state in the United States. Notwithstanding the foregoing, the Association shall not have any obligation or liability to any person, at any time, related to the presence of a felony sex offender with the Condominium Project and each Co-owner releases the Association and Board for all claims of action related to the presence of such individual.

Section 25. Association Approvals Revocable.

All Association approvals given in accordance with the Fourth Amendment are a revocable license that can be withdrawn upon thirty (30) days' written notice in the event of noncompliance with the conditions of such approval.

Section 26. Assessment of Costs of Enforcement.

All costs, damages, expenses, attorney fees (including any pre-litigation attorney fees), and other professional and contractor fees incurred by the Association in enforcing this Fourth Amendment or other provisions of the Condominium Documents shall be assessed to and collected from the responsible Co-owner as determined by the Board in the manner provided in the Condominium Documents.

Section 27. Application of Restrictions to the Association.

None of the restrictions contained in the Condominium Documents shall apply to the activities of the Association in furtherance of its powers and purposes set forth in the Condominium Documents.

Section 28. Remedies on Breach.

A default by a Co-owner shall entitle the Association to the following relief:

(i) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessment, or any other remedy as appropriate to the nature of the breach as set forth in the Condominium Documents or permitted under Michigan law, including, without limitation, the levying of fines against Co-owners after notice and hearing thereon and the imposition of late charges for non-payment of assessments. All such remedies shall be deemed to be cumulative and shall not be considered as an election of remedies.

(ii) In a proceeding arising because of an alleged default by a Co-owner, the Association, if successful, may recover the cost of the proceeding and such reasonable attorneys fees as may be determined by the court.

(iii) The failure of the Association to enforce any right, provision, covenant or condition which is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

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

Section 29. Enforcement.

The Board shall have all available remedies under Michigan law to enforce the terms and provisions of the Condominium Documents and all amendments against all Co-owners and other occupants of the Condominium Project, including, but not limited to, the right to obtain an injunction or an order for specific performance to enforce compliance of all such obligations.

Section 30. Violation Procedure and Fines

Section 1. General.

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

Section 2. Procedures.

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

A. Notice.

Notice of the alleged violation, including the provisions violated, together with a description of the factual nature of the alleged violation set forth with such reasonable specificity to place the Co-owner on notice of the violation, must be sent by first-class mail, email, or personally delivered to said Co-owner or their representative at the address as shown in the notice required to be filed with the Association pursuant to this Fourth Amendment or, if no such notice has been filed, to the Unit address or by electronic transmission if authorized by the Co-owner.

B. Opportunity for Hearing.

The offending Co-owner may request the opportunity of a hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation. The hearing before the Board will be at its next scheduled meeting, or as otherwise scheduled by the Board.

C. Hearing and Decision.

Upon appearance by the Co-owner before the Board and presentation of evidence or a defense or in the event the Co-owner fails to appear at the scheduled hearing, the

Board may, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Fines.

Upon violation of the Condominium Documents and the decision of the Board as described in this Section 3, the following fines may be levied:

First Violation (Notice)	No Fine
Second Violation	$50.00 Fine
Third Violation	$100.00 Fine
Fourth and All Subsequent Violations	$250.00 Fine

The Board, without the necessity of an amendment to this Fourth Amendment, may make changes in said fines or adopt alternative fines, including the indexing of fines to the rate of inflation, through Rules and Regulations.

For purposes of this Section, the number of the violation (i.e., first, second, etc.) is determined with respect to the number of times that a Co-owner or other non-Co-owner occupant violates the same provision of the Condominium Documents and is not based upon time or violations of different provisions. In the case of continuing violations, a new violation is deemed to occur each successive week during which a violation continues. No further hearings other than the first hearing is required for successive violations once a violation has been found to exist. Nothing in this Section 3 will be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents or the Condominium Act for violations or from combining a fine with any other remedy or requirement to redress any violation.

Section 4. Collection.

The fines levied pursuant to Section 30(3) above will be assessed against the Unit and Co-owner and will be immediately due and payable. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents, including, without limitation, those described anywhere in the Condominium Documents.

7. **Insurance.** Article VI, Sections 2 of the Bylaws are hereby void and fully replaced with the following:

Section 1. Responsibilities of Association.

All insurance purchased by the Association will be for the benefit of the Association.

A. Property Insurance.

The Association will obtain property insurance that, at a minimum, provides insurance coverage for losses against fire, vandalism, malicious mischief, and other perils covered

by standard extended coverage, on all Common Elements to which the Association is responsible per the Condominium Documents. The property insurance may be an insurance policy that provides minimum insurance coverage that is equal to 100% of the full insurable replacement cost on all buildings in the Condominium, excluding the amount of any deductible, as determined annually by the Board.

B. General Liability Insurance.

The Association will obtain "occurrence based" general liability insurance that, at a minimum, provides insurance coverage for losses against personal injury, bodily injury, and property damage on all Common Elements that the Association is responsible for the repair and replacement of under the Master Deed and this Fourth Amendment, or any other areas or activities that are under the Association's control. The minimum coverage under the general liability insurance will not be less than $1,000,000.00 per occurrence.

C. Worker's Compensation Insurance.

The Association will obtain worker's compensation insurance, if it is legally required to carry such insurance under the Michigan Workers' Disability Compensation Act, MCL 418.101, et seq. The Association may obtain worker's compensation insurance, in the sole discretion of the Board, even if it is not legally required to do so. No volunteer activities can take place on behalf of the Association or on the General Common Elements without the signing of a Waiver of Liability along with the advance written permission of the Board of Directors.

D. Directors and Officers Insurance.

The Association will obtain directors and officers insurance with minimum coverage of $1,000,000.00 in the aggregate.

E. Crime or Employee Dishonesty Insurance.

The Association will obtain crime or employee dishonesty insurance that covers all directors, officers, employees, volunteers, agents, and all other persons who handle or are responsible for handling Association funds, unless the Association's maximum estimated funds that it will hold in a fiscal year are $5,000.00 or less. The crime or employee dishonesty insurance will, at a minimum, provide coverage in an amount that equals no less than the maximum amount of funds the Association has at any one time during a fiscal year.

If the management agent, its employees, or other persons handling Association funds cannot be added to the Association's crime or employee dishonesty insurance, then the Association will require the management agent to obtain crime insurance, employee dishonesty insurance, or a fidelity bond before handling Association funds. The Association may also require a management agent or other persons handling Association funds to obtain crime insurance, employee dishonesty insurance, or a fidelity bond.

F. Cyber Liability Insurance.

The Association, in the sole discretion of the Board, may obtain cyber liability insurance in an amount that the Board deems appropriate. The Association may also require a management agent to obtain cyber liability insurance.

G. Other Insurance.

The Association may purchase any other insurance in an amount that the Board, in its sole discretion, deems appropriate, including, but not limited to, flood and umbrella insurance.

H. Cost of Insurance.

All premiums for insurance purchased by the Association will be expenses of administration.

I. Proceeds of Association Insurance.

Whenever repair or replacement of the Condominium is required as provided in this Section of this Fourth Amendment, then the proceeds from any insurance received by the Association as a result of any loss requiring repair or replacement will be applied for such repair or reconstruction.

J. Association as Attorney-in-Fact.

Each Co-owner appoints the Association as their attorney-in-fact to act in connection with all insurance carried by the Association, and the Board has exclusive authority to adjust losses under insurance policies obtained by the Association. The Association has full authority to purchase and maintain such insurance, pay premiums, collect and distribute proceeds to the Association, the Co-owners, and their respective mortgagees, as their interests may appear, subject to the Condominium Documents, execute releases of liability, execute all documents, and do all things on behalf of such Co-owner and the Condominium as necessary or convenient to accomplish the foregoing.

The Board also has the sole and exclusive right and authority to file, authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's insurance policy, regardless of the persons, including mortgagees, who may be named as an additional insureds or beneficiaries of such policy, as the Board determines is consistent with the intent of the Condominium Documents and in the Association's best interests. A mortgagee having an interest in any loss, however, may participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Premises under the Association's insurance policy will not give rise to any claim against the Association, the Board, or its managing agent.

Section 2. Responsibilities of Co-owners.

A. Co-owner Insurance.

Co-owners must obtain their own personal property and liability insurance, as set forth below, in addition to any insurance purchased by the Association. Co-owners are advised to consult with their insurance advisors to determine the type and amount of insurance that best suits their individual needs and will comply with their minimum insurance obligations. Each Co-owner shall obtain insurance for personal liability and property damage for their personal property, Unit, and all Common Elements that they are responsible for repair or replacement under the Master Deed and this Fourth Amendment, including, but not limited to, the following:

(i) The Unit, including all improvements, betterments, fixtures, equipment, accommodations and trim within a Unit;

(ii) Common Elements that the Co-owner is responsible for the maintenance, repair, or replacement of under the Condominium Documents including instances in which the Co-owner has failed to maintain such Common Elements;

(iii) All personal property of the Co-owner located within a Unit or elsewhere in the Condominium;

(iv) All alternative living expenses in event of fire or other casualty; and

(v) Coverage available for leased Units, including coverage for lost rents.

The Co-owner's insurance will provide minimum coverage that is equal to 100% of the full insurable replacement cost, excluding the amount of any deductible, on the Unit and all Common Elements for which the Co-owner is responsible for to maintain, repair, and replace under the Condominium Documents.

Each Co-owner shall ensure that if they are absent from their Unit for an extended period, their insurance coverage shall remain in full force and effect regardless of the period that they are absent from the Unit. The Unit shall be maintained in the same condition during the Co-owner's absence as if it is occupied, to preclude any weather-related or other casualty occurrence conditions.

B. Evidence of Insurance.

Each Co-owner shall deliver insurance certificates to the Association to evidence the continued existence of all personal property and liability insurance required to be maintained by them if so requested by the Board of Directors. In addition to any other remedy available to the Association, if a Co-owner fails to obtain insurance that meets the minimum requirements of the Condominium Documents or provide evidence of insurance coverage to the

Association, then the Association may, but is not required to, obtain such insurance on behalf of the Co-owner. If the Association pays a premium on behalf of a Co-owner, the premium may be specially assessed to the Co-owner and will constitute a lien against the Co-owner's Unit in accordance with Article II above.

C. Co-owner Indemnification.

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

Section 3. Determination of Primary Carrier.

If there is overlapping insurance coverage under any policies carried by the Association and a Co-owner, then the determination of the primary carrier will be as follows:

A. Association's Insurance.

The Association's insurance will be primary, and the Co-owner's insurance will be the secondary after the Association's insurance is exhausted, in the following circumstances:

(i) Property damage to a Common Element, or the contents of the Common Elements, for which the Association is responsible to maintain, repair, and replace in the Master Deed and this Fourth Amendment; and

(ii) Personal injury, death, or other occurrences that arise out of or relate to a Common Element for which the Association is responsible to maintain, repair, and replace in Master Deed and this Fourth Amendment.

B. Co-owner Insurance.

The Co-owner's insurance will be primary and the Association's insurance will be the secondary after the Co-owner's insurance is exhausted, in the following circumstances:

(i) Property damage to a Unit, its contents, or a Common Element for which the Co-owner is responsible to maintain, repair, and replace in the Condominium Documents;

(ii) Personal injury, death, or other occurrences that arise out of or relate to a Unit, it contents, or a Common Element for which the Co-

owner is responsible to maintain, repair, and replace in the Condominium Documents; and

(iii) In all instances where the property damage, personal injury, or personal property damage occurs by reason of the acts or omissions of the Co-owner, non-Co-owner occupants, or the members of their family or household, guests, licensees, invitees, tenants, agents or contractors.

C. Association's Liability.

If the Association's insurance is not deemed primary and the Association's insurance contributes to payment of a loss, then the Association's liability to the Co-owner will be limited to the amount of the insurance proceeds paid by the Association's insurance. If the Co-owner's insurance is deemed primary, the Co-owner's insurer will have no right of subrogation against the Association or its insurer.

8. **Reconstruction and Repair**. The last paragraph of Article VI, Section 3 of the Bylaws shall be void and fully replaced by the following:

Section 1. Determination of Repair or Replacement.

This Section applies to damage caused by casualty or another insurable event. All other situations involving maintenance, repair, and replacement are governed by the Condominium Documents. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired within six (6) months of such damage. However, the Condominium may be terminated if approved by the affirmative vote of eighty (80%) percent of the Co-owners entitled to vote and not less than sixty-six and two-thirds ($66^2/_3$ %) percent of the institutional holders of a first mortgage lien on any Unit in the Condominium, in accordance with MCL 559.190 and MCL 559.190a(9)(a).

Section 2. Repair and Replacement to Condition Existing Prior to Damage.

Any repair or replacement must be substantially in accordance with the plans and specifications for the Condominium, except where changes are necessary to comply with local, state, or federal law.

Section 3. Co-owner Responsibility for Repair or Replacement.

A. Definition of Responsibility.

Each Co-owner will promptly repair or replace all damage to their Unit, personal property, and Common Elements for which they are responsible to maintain, repair, and replace under the Condominium Documents, regardless of the cause or nature of any damage.

Notwithstanding the foregoing, a Co-owner who desires to make a repair to a Common Element or a structural repair, replacement, or modification to their Unit shall first obtain written consent of the Association.

Each Co-owner or mortgagee (and their agents or contractors) shall also be responsible for the costs of the reconstruction, repair, remediation, extraction and desiccation, replacement and maintenance to any other portion of the Condominium if the costs arise through their actions, omissions, negligence or misuse, or the actions, omissions, negligence or misuse by their family or household members, guests, tenants, non-Co-owner occupants, vendees, licensees, or invitees, agents, servants, employees or contractors and to the extent such costs are not defrayed by the proceeds of any insurance policy held by the Co-owner or mortgagee. This includes checking on and maintaining, in good working order, all plumbing and electrical services, piping (including drains and connections), fixtures, connections, vents, and battery operated or backed up items.

B. Damage when Association Insurance Applicable.

If any damage to the Common Elements is the responsibility of the Association's insurance pursuant to the Condominium Documents, then the repair or replacement will be the responsibility of the Association in accordance with Section 4 below, although the responsibility for costs will be allocated in accordance with the provisions of Section 4.

Section 4. Association Responsibility for Repair or Replacement.

Subject to the responsibility of the Co-owners in Section 3 and other provisions of the Condominium Documents, the Association is responsible for repairing and replacing damage to the Common Elements for which it is responsible for repair and replacement under the Condominium Documents.

After a casualty causing damage to the Common Elements for which the Association has the responsibility of repair or replacement, the Association will obtain reliable and detailed estimates of the cost to repair or replace. If insurance proceeds are insufficient to defray the estimated costs of repair or replacement, then the Association will levy an assessment in sufficient amounts to provide funds to pay the costs of repair or replacement against either: (i) those Co-owners who are responsible for the costs of repair or replacement of the damaged property as provided in the Condominium Documents; or (ii) all Co-owners, if there are no Co-owners otherwise responsible for the costs of repair and replacement.

In the event of a General Common Element casualty and the Association requires access to any Common Elements or Unit which necessitates damage to the Unit or the moving, destruction, or removal of all or part of any addition, enhancement, or modification in order to reconstruct, repair, replace, remediate, extract and desiccate the General Common Element, all costs, damages, and expenses involved in providing access and restoration or which requires the removal of such modification, addition, or modification shall be borne by and, as determined by the Board, charged to the Co-owner whose Unit or Limited Common Element is affected, without cost or liability to the Association. In all cases, restoration shall be as near as practicable to the

original or standard building's model construction, exclusive of betterments and improvements installed by any person or entity other than the Association.

Section 5. Timing.

If damage to Common Elements or a Unit adversely affects the appearance of the Condominium or deprives Co-owners from using the Common Elements, then the Association or Co-owner responsible for repair and replacement will reasonably proceed with the repair or replacement of the damaged property.

Section 6. Eminent Domain.

Section 133 of the Condominium Act, MCL 559.233, will control upon any taking by eminent domain.

9. **Defined Terms**. All the defined terms set forth in this Fourth Amendment shall, unless expressly set forth herein, have the same meaning as those in the Condominium Documents for the Condominium.

10. **Effect of this Fourth Amendment**. If there is any conflict between the terms of this Fourth Amendment, the Master Deed, or other Condominium Documents for the Condominium, which shall include the effective Rules and Regulations for the Condominium and any information located on the Condominium website, then the terms of this Fourth Amendment shall control the rights and obligations of all affected parties, including all Co-owners and mortgagees of any Units within the Condominium. Otherwise, this Fourth Amendment and the Master Deed, and all other Condominium Documents shall be read together and form one integrated agreement and control the rights and obligations of all affected parties.

Based upon the unanimous vote of the Board of Directors of the Quail Run Condominium II Association along with the approval of 72.37% of all Co-Owners by ballot, this Fourth Amendment to the Master Deed of the Quail Run Condominiums II has been executed by the Board President on this July 1, 2025.

Quail Run Condominium II Association, a Michigan non-profit corporation

Date: 9-15-25

Debra Beals
By: Debra Beals
Its: President of Board of Directors

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 15th day of September, 2025, by Debra Beals, President of Board of Directors of Quail Run Condominium II Association, a Michigan non-profit corporation.

DIANE C BORNHORST
NOTARY PUBLIC, STATE OF MI
COUNTY OF KALAMAZOO
MY COMMISSION EXPIRES May 13, 2029
ACTING IN COUNTY OF Kalamazoo

Diane C Bornhorst
Diane C. Bornhorst, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: May 13, 2029

Prepared by and when Recorded Return to:
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