6-26-2019

WMU Board of Trustees Formal Session June 26, 2019

WMU Board of Trustees

Follow this and additional works at: https://scholarworks.wmich.edu/trustee_meetings

WMU ScholarWorks Citation
WMU Board of Trustees, "WMU Board of Trustees Formal Session June 26, 2019" (2019). WMU Board of Trustees Meetings. 187. https://scholarworks.wmich.edu/trustee_meetings/187

This Minutes is brought to you for free and open access by the Western Michigan University at ScholarWorks at WMU. It has been accepted for inclusion in WMU Board of Trustees Meetings by an authorized administrator of ScholarWorks at WMU. For more information, please contact maira.bundza@wmich.edu.
Western Michigan University
BOARD OF TRUSTEES

Wednesday, June 26, 2019

Closed Informal Session – 9:00 AM

Formal Session – 11:00 AM, Bernhard Center Rooms 157-159

1. Acceptance of the Agenda – Bolger
2. Approval of the Minutes (April 24, 2019 Meeting) – Bolger
3. Remarks by the Chair – Bolger
4. Remarks by the President – Montgomery
5. Comments by the Faculty Senate President – Gershon
6. Comments by the Western Student Association President – Smith
7. Comments by the Graduate Student Association President – Morris
8. Greenleaf Scholar Showcase – Montgomery
9. Public Comments Regarding Action Items – Schuemann

Action Items – Bolger

10. Tuition and Fees – Van Der Kley
11. University Budget for 2019-2020 – Van Der Kley
12. Academic Tenure and Promotion – Cheatham
13. Michigan State Employees Association (MSEA) Labor Agreement – Van Der Kley
14. Establishment of the WMU Business, Technology, and Research Park 2– Van Der Kley
15. Lease Agreement Renewal between WMU and WMU AAUP – Van Der Kley
17. Consent Items – Bolger
   A. Curriculum Proposals
   B. Personnel Report
   C. New Western Michigan University Audit Committee Members
   D. Heritage Hall Liquor License Request
   E. Western Michigan University Board of Trustees Meeting Dates 2020
   F. Operating Cash Investment Performance Report
   G. Annuity and Life Income Funds Performance Report
18. General Public Comments – Schuemann

Supplemental and supporting agenda materials can be viewed at: http://www.wmich.edu/trustees
Proposed Meeting Minutes

April 24, 2019

The Board of Trustees (BOT) Formal Session was called to order by Chair Bolger at 11:14AM on Wednesday, April 24, 2019. The meeting was held in the Heritage Hall Ballroom. Presiding were Chair Bolger, Vice Chair Chen-Zhang, and Trustees Behen, Johnston, Kitchens, Penn, and Rinvelt. Trustee Edgerton was unable to attend the meeting.

A motion to accept the April 24, 2019 BOT agenda was made by Trustee Rinvelt, with a second from Vice Chair Chen-Zhang. The motion passed unanimously.

A motion to accept the minutes as exhibited from the March 14, 2019 BOT meeting was made by Trustee Penn, with a second by Trustee Behen. The motion passed unanimously.

Remarks were provided by Chair Rinvelt – Attachment A followed by remarks from President Montgomery – Attachment B.

Faculty Senate President R. Gershon, outgoing Western Student Association (WSA) President J. Sanchez with incoming WSA President L. Smith, and incoming Graduate Student Association (GSA) President C. Morris and graduate student Z. Renani provided comments regarding their respective areas and their ongoing activities and initiatives relating to shared governance, promoting student involvement, and academic enrichment. See Attachment C for remarks by Faculty Senate President R. Gershon.

President Montgomery introduced two student scholars, L. Brown and S. Ovalle, who shared personal stories of success.

There was no indicated public interest in providing commentary regarding any Action Item.

As Action Items, VP for Student Affairs D. Anderson proposed the Student Room and Board Rates for 2019-2020. A motion to accept the Student Room and Board Rates for 2019-2020 was made by Trustee Behen, with a second by Trustee Penn. The motion passed unanimously.

Associate General Counsel J. Swartz next recommended the adoption of the Western Michigan University Conflict of Interest Policy. A motion to accept the Western Michigan University Conflict of Interest Policy was made by Trustee Kitchens, with a second by Trustee Rinvelt. The motion passed unanimously.
Associate General Counsel J. Swartz also proposed an Updated Facilities and Space Naming Policy. A motion to accept the Updated Facilities and Space Naming Policy was made by Trustee Behen, with a second by Vice Chair Chen-Zhang. The motion passed unanimously.

Director at Facilities Management D. Dakin next recommended the approval of the Five Year Capital Outlay Plan. A motion to accept the Five Year Capital Outlay Plan was made by Trustee Kitchens, with a second by Trustee Penn. The motion passed unanimously.

VP for Student Affairs D. Anderson then proposed Naming South Neighborhood Housing - Arcadia Flats. A motion to accept Naming South Neighborhood Housing - Arcadia Flats was made by Trustee Vice Chair Chen-Zhang, with a second by Trustee Rinvelt. The motion passed unanimously.

President E. Montgomery next presented the Board with an Honorary Degree Recommendation for Dr. Bojie Fu. A motion to accept the Honorary Degree Recommendation for Dr. Bojie Fu was made by Trustee Kitchens, with a second by Trustee Penn. The motion passed unanimously.

A motion to approve the Consent Items was made by Trustee Kitchens, with a second from Trustee Penn. The BOT unanimously approved the following Consent Items as exhibited:
- Curriculum Proposals;
- Personnel Report;
- and Lease Agreement Extension for Biggby Coffee Shop in the Bernhard Center.

M. Ray and W. Fields both provided commentary during General Public Comments.

The BOT meeting ended at 12:58PM following a motion to adjourn by Vice Chair Chen-Zhang, a second by Trustee Johnston, and unanimous approval.

Respectfully submitted,

Kahler B. Schuemann
Secretary to the Board of Trustees
Western Michigan University
Good morning and thank you for joining today.

As mentioned at our last meeting your Board has three constitutional responsibilities:

First, To provide general supervision and policy oversight for the University;
Second, to control and direct all expenditures of university funds;
And Third, to evaluate and support President Montgomery ...

Since we last met your Board has been engaged in all three of these responsibilities.

In the area of policy oversight there are several agenda items we will be addressing such as our conflict of interest policy, our facility naming policy and actually naming a facility ...

In addition to these agenda items, as mentioned last month we are committed to fostering a safe and inclusive learning, living and working environment for all of our students, employees and visitors here at Western. One of the most important policies we can have to ensure that we create a safe educational experience for all Broncos is to make sure that our Title IX policies and procedures properly address incidents of sexual and gender-based harassment and violence. Under the leadership of our Title IX Coordinator, Ms. Felicia Crawford, our current policy is undergoing an extensive review and update. We thank everyone who has been engaged in this extremely important evaluation process.

Concerning fiscal oversight: two of our agenda items address this responsibility. The setting of our room and board rates is one of these agenda items. We know that our students make a considerable investment when they choose to pursue a degree here at Western. We are committed to setting our pricing for Room and Board at a fair and reasonable rate.
VP Anderson will be discussing the decision points the Board concerned in establishing the 2019/2020 rates.

Additionally, Mr. Dakin will be presenting our Five Year Capital outlay plan.

How many of you know about the American Academy of Arts and Sciences? The Academy was founded in 1780 by John Adams and John Hancock as they believe that our new young republic should honor exceptionally accomplished citizens and engage them in advancing the public good.

President Edward Montgomery has been recognized for his outstanding leadership in being elected to the American Academy of Arts and Sciences. To give you a sense of the distinguished company present President Montgomery is in, academy members range from Benjamin Franklin to Margaret Mead to Albert Einstein. His class of honorees include former First Lady Michelle Obama and Purdue University president and former Indiana Governor Mitch Daniels. Congratulations ... 

As I conclude my remarks, a word about a wonderful experience my wife Betty and I had a few weeks ago. We attended the Graduate Student Association Gala. We spent the evening with so many impressive and up-and-coming professional Broncos. On the ride home we discussed the fact that we are blessed to have such talented students here at Western. We know that these young adults will all contribute to making our world a better place and the entire Bronco community should take pride in the contributions that they have made in preparing our graduate for their future successes ... thank you all.
Opening
Good morning, and thank you all for being with us this today. We find ourselves in the final week of the 2018-19 academic year. As I look back, it's been a remarkably productive year with a long list of achievements. Time does not allow me to go through them all—we have a full agenda—but I'd like to offer a few highlights.

- Rising as we speak is the first project in our South Neighborhood, an apartment-style student housing complex that will be ready to welcome students in the fall of 2020. Later in the meeting, trustees will act on the recommended name for that building. But I get to break a little news by revealing the official name of the campus neighborhood in which it is located. From here forward, what is now called South Neighborhood will be formally known as Hilltop Village.

Carrying through on a facilities theme, we also secured state funding for a down-to-the-studs revamp of Dunbar Hall, slated for completion in fall of 2022. Additionally, at our College of Aviation, a building renovation and addition project is soon to take off. We expect that to be done in 2020. And the creation of Business Technology Research Park, part two, is underway.

- Beside these developments, we have undertaken several other efforts to improve and strengthen the University, including the Strategic Resource Management model, the review of the Staff Compensation System and the Think Big branding initiative. And most important of all, we have made inroads with academic and co-curricular support measures designed to boost student achievement and persistence to graduation.

I am keenly aware that we have made considerable progress on these and other fronts solely due to the dedication of time, thought, and leadership from people across our campus. I appreciate all that you do to ensure that we offer a world-class education and educational environment for our students.
Commencement

Just days from now, we will be celebrating with thousands of students who have experienced that world-class education from WMU and are poised to take it to the world. More than 2,400 students are set to graduate Saturday during the University's 325th Commencement. We are proud of each one of these Bronco achievers, and we look forward to marking this special moment in their lives, their loved ones' lives and in the life of this institution.

Accolades:

Before I conclude, I'd like to share a few other accolades with you. WMU has three finalists in the National Science Foundation 2026 Idea Machine competition and, this also is breaking news, three more in our internal Bronco Big Idea competition, which was inspired by the NSF contest.

The National Science Foundation competition was created to help set the U.S. agenda for fundamental research in science and engineering. There were about 800 entries, 100 were judged and WMU has 3 of the 30 finalists invited to submit videos for the judging—10 percent!

The WMU finalists are:

• Dr. Todd Ellis, assistant professor in the Mallinson Institute for Science Education and Department of Geography, for his idea: The STEM Teaching and Learning Incubator

• Dr. Terri Goss Kinzy, vice president for research and professor of biological sciences, and Dr. Lori Wingate, director of research in our Evaluation Center, for their idea: #WhyNotMe: STEM diversity drivers

• Dr. Bilinda Straight, professor of anthropology and gender and women’s studies for her idea: Reversibility: Future of Life on Earth

Their videos will be posted online soon, and we will update everyone so you can view and comment on the videos to help them advance to the final judging. After the video pitches and
public comment stage ends, a Blue-Ribbon panel will select 12 Big Ideas to invite for virtual interviews. From this pool of 12, the NSF leadership will announce up to four winning Big Ideas.

But that's not all. WMU had its own internal competition—Bronco Big Idea, with winners selected by a committee of junior faculty and graduate students. The winners were Dr. Todd Ellis, who receives a $6,000 research award; and two undergraduate students, Patrick Leny, a freshman interested in aerospace engineering, and Marsad Zoardar, a freshman studying computer engineering. Each receives a $1,000 scholarship and an additional $5,000 award to conduct research. To be eligible to win in the WMU competition, individuals had to submit their ideas both to the NSF 2026 Big Idea Machine and to the internal Bronco Big Idea competition.

Congratulations to all our big thinkers on their big achievement! Your scholarship helps raise the University's profile and, most importantly, adds value to our world.
ATTACHMENT C

REMARKS TO WMU BOARD OF TRUSTEES
March 14, 2019
Richard A. Gershon

*See Attached Slide Deck
Western Michigan University
Board of Trustees
April 24, 2019

Richard A. Gershon, President
Western Michigan University
Faculty Senate Year-End Report

Faculty Senate Executive Board
Janet Hahn, Vice President
Suzan Ayers, Immediate Past President
Osama Abudayyeh, Director
Carla Chase, Director
John Jellies, Director
Marilyn Kritzman, Director
William Rantz, Director
C. Dennis Simpson, Director
Bret Wagner, Director
The Faculty Senate Executive Board has regularly met with President Edward Montgomery and Provost and Vice President for Academic Affairs Jennifer Bott, to discuss how the Faculty Senate can help shape the vision of WMU in terms of being a School of Choice.

This represents opportunities in terms of:

- Academic mission and course design
- Admission standards
- The role of graduate education at WMU
- WMU Essential Studies
- Intellectual skills
- Accessible technology
Western Michigan University
School of Choice

The Faculty Senate Executive Board has also met regularly with various senior administrators to discuss a variety of issues that pertain to the University’s physical infrastructure and day-to-day operations.

This represents opportunities in terms of:

- Strategic Resource Model budget
- WMU’s relationship with the City of Kalamazoo
- South Neighborhood campus redevelopment project
- Accessible technology
- Student safety on campus
- Student mental health issues
WMU Faculty Senate Meetings

- The Faculty Senate meets each month during the academic year to discuss various topical ideas central to the University as well as voting on action items related to the University curriculum and academic policies.
- In addition to comments made by President Montgomery, Provost Bott and myself, this year the Faculty Senate has hosted a number of topical issues during its regular meetings including:
  - Student Mental Health
  - Student Safety Issues on Campus
  - Economic Impact of WMU on Kalamazoo
  - Accelerating Research, Creative Activities, and Innovation throughout WMU
  - Creating Inclusive Classrooms
  - Virtual Reality Lab
WMU Essential Studies

- The WMU Essential Studies Course Review and Approval Committee held four retreats to review the WMU Essential Studies course submissions.
- This committee represents an important next phase to the WMU Essential Studies review process since it determines courses and their location within the larger WMU Essential Studies structure.
- An estimated 333 courses have been submitted and reviewed with several courses now being updated and submitted for a second review.
- Courses that have been approved will be part of an overall program review by the WMU Essential Studies Executive Advisory Committee at a May 10 retreat. The planned review will organize the approved courses according to the 12 course categories to ensure sufficient space based on enrollment to maximize student success toward graduation.
President's Appraisal

On November 6, the Faculty Senate launched the faculty appraisal for President Montgomery.
There was a response rate of 210 faculty.
The revised survey was 20 questions in length, down from the previous 38. The completed survey results were presented to the Board of Trustees and the President on November 30.
The International Education Council

The IEC is working with the Haenicke Institute for Global Education to develop a new Global Classroom initiative, which has the potential to transform cross-cultural student interaction at WMU. The global classroom concept takes advantage of current videoconferencing technology to bring shared classroom experiences between a WMU course and a possible counterpart from another university.
The Instructional Technology Committee undertook to visit all colleges to evaluate their current classroom technology and teaching labs. They met with faculty and staff to determine needs to remain up to date as well as for the near future. These sets of visits were just completed the first week in April, and the committee will be reporting to AITC at its May meeting on current and future needs for classroom and teaching lab technology.
MOA-18/05: Creation of Undergraduate GPA Revision Policy

On Thursday, December 6, 2018, the Faculty Senate approved MOA-18/05, which is intended to give WMU undergraduate students a second chance with respect to changing majors to another department or college. This policy initiative is about second chances and long-term student success at Western Michigan University.

GPA Revision Features:

- A student can change majors to another department with an expectation that up to three courses may be removed from the student’s GPA calculation.
- GPA revision only applies to student who are in their first three semesters at WMU.
- All grades will remain on the official transcript but will not be calculated into the GPA or credits earned.
- GPA revision applies only to courses within the student’s previous major. It does not apply to future WMU Essential Studies except for courses that count for both WMU Essential Studies and the major.
MOA-18/09: Creation of Service Learning Course Approval Procedures

At the November 1, 2018 Faculty Senate meeting, the Faculty Senate approved MOA-18/09. Service Learning is putting academics into the community. Service learning can be defined as a mutually beneficial endeavor in which students work in the field to address community identified needs.

In the MOA, the Undergraduate Studies Council recommended creation of a formal procedure for approving service learning courses.

The MOA was approved by the University administration on December 17, 2018.
Memoranda of Action In Development

MOA-18/06: Honors Upon Graduation
On February 7, 2019, the Faculty Senate approved MOA-18/06. This policy will allow all students seeking a WMU degree to be eligible for the honors designation, including previously excluded transfer students. The MOA was forwarded to the University administration on April 16, 2019.

MOA-19/02: Adding a Major or Minor to a Previously Awarded Degree Policy
This policy establishes a clear process for students wishing to add an additional major or minor to a previously awarded WMU degree. An increasing number of students are attempting to add a major/minor to their previously awarded degree due to the creation of several new majors and minors in recent years.

MOA-19/04: Creation of Student Expectation Attendance Policy
This policy provides guidance regarding extended leave of absence from classes and coursework. Situations might include, but are not limited to, bereavement, illness, and short-term military obligations.
Extended University Programs Council and Elearning Standards

• The Faculty Senate Executive Board, on behalf of the Extended University Programs Council, has recommended for implementation a new set of Elearning Standards.

• The goal is to have an agreed upon set of standards for EUP when working with faculty in the development of new on-line courses. This is intended to formalize the process in terms of responsibilities for both EUP as well as faculty and their respective departments.
Ad Hoc Committee for Interdisciplinary Academic Study

- Currently, Western Michigan University is home to several different types of interdisciplinary and multidisciplinary programs that span both colleges and departments across campus.
- The Faculty Senate Executive Board will establish an ad hoc committee to examine the current practices of interdisciplinary academic study at WMU and evaluate both obstacles and opportunities going forward. This committee will be charged with understanding the different types of interdisciplinary academic programs that currently exist at WMU. As part of its final report, the committee would be asked to provide examples of best practices of current programs here at WMU and elsewhere. The committee will also be asked to provide a set of recommended strategies with the goal of helping to advance interdisciplinary academic study at WMU.
Thank you.
PROPOSAL: Tuition and Fees

Background

The University continues to allocate its financial resources in alignment with the goals and priorities set by the University’s 2020 Gold Standard Strategic Plan and identified transformational initiatives. Tuition is the major revenue source for the general fund and is approximately 71% of the total budgeted revenue. It comprises approximately 52% of all university revenue.

At this time, the State has not adopted its budget for 2019-20. The Governor, the Senate, and the House have all issued their proposed budgets. There are significant differences among the three proposals for state appropriations, tuition restraint, and performance metrics. Currently, an increase on tuition and required fees that exceeds the restraint causes a school to risk forfeiting performance funding and exclusion from receiving capital outlay authorizations for three fiscal years. The State also specifies the formula for calculating a school’s tuition change. Until the State passes its budget, uncertainty will remain regarding tuition restraint, appropriation changes, and performance metrics.

We are recommending an increase of 4.3% on tuition and required fees for resident undergraduate students. If this tuition and required fees increase exceeds tuition restraint language contained in the adopted 2019-20 State budget, the university will take action to comply with adopted language.

The proposed tuition and required fees for the 2019-20 fiscal year (Schedule of Tuition and Required Fees attached) are as follows:

Undergraduate:
- Undergraduate rates as used and defined in the current State formula have been increased 4.3%. A newly admitted full-time Michigan resident freshman will pay $13,017 in tuition and required fees to attend WMU for the 2019-20 academic year.
- For resident undergraduates and non-resident undergraduates admitted and enrolled with the Summer I 2017 session or later taking credit hours that fall below or above the tuition corridor, the tuition rate increase is 8.71%. This increase aligns the undergraduate per credit hour rates to the equivalent of taking 12 credit hours in the flat rate corridor.
- Differential tuition rates have been increased 4.3%.
- The undergraduate online tuition rate will be aligned with the resident lower level per credit hour rate. Undergraduate students enrolled in a combination of courses on main campus and on-line who fall in the flat rate credit hour range may have their undergraduate tuition due adjusted to reflect the flat rate corridor.
• It is recommended that the Board rescind the $60/credit hour support fee charged to all undergraduate students taking on-line credits and implement a $20/course technology fee for on-line courses.

Graduate:
• Graduate resident per credit hour tuition rates will increase from $651.57 to $681.67.
• Graduate nonresident tuition per credit hour rates will increase from $1,232.05 to $1,268.00.
• Tuition rates for EUP regional sites and on-line courses will continue to align with the graduate resident tuition rate while maintaining the $20/course technology fee.

Recommended Action

It is recommended that effective with the Fall 2019 semester, the Board of Trustees approves the Schedule of Tuition and Required Fee Rates for on-campus courses as attached.
Fall or Spring Semester Rates
(Effective with Fall Semester 2019)

<table>
<thead>
<tr>
<th>Type</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Undergraduate</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lower</td>
<td>$6,047.00 Flat Rate for 12 - 15 credits</td>
<td>$14,776.00 Flat Rate for 12 - 15 credits</td>
</tr>
<tr>
<td></td>
<td>$503.92 per credit hour for 1 - 11 credits</td>
<td>$1,136.32 per credit hour for 1 - 11 credits</td>
</tr>
<tr>
<td></td>
<td>$6,047.00 plus $503.92 per credit hour over 15</td>
<td>$14,776.00 plus $1,136.32 per credit hour over 15</td>
</tr>
<tr>
<td>Upper</td>
<td>$6,676.00 Flat Rate for 12 - 15 credits</td>
<td>$16,449.93 Flat Rate for 12 - 15 credits</td>
</tr>
<tr>
<td></td>
<td>$556.33 per credit hour for 1 - 11 credits</td>
<td>$1,264.65 per credit hour for 1 - 11 credits</td>
</tr>
<tr>
<td></td>
<td>$6,676.00 plus $556.33 per credit hour over 15</td>
<td>$16,449.93 plus $1,264.65 per credit hour over 15</td>
</tr>
<tr>
<td>Graduate</td>
<td>$681.67 per credit hour</td>
<td>$1,268.00 per credit hour</td>
</tr>
</tbody>
</table>

Summer I or Summer II Session Rates
(Effective with Summer I Session 2020)

<table>
<thead>
<tr>
<th>Type</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Undergraduate</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lower</td>
<td>$503.92 per credit hour</td>
<td>$1,136.32 per credit hour</td>
</tr>
<tr>
<td>Upper</td>
<td>$556.33 per credit hour</td>
<td>$1,264.65 per credit hour</td>
</tr>
<tr>
<td>Graduate</td>
<td>$681.67 per credit hour</td>
<td>$1,268.00 per credit hour</td>
</tr>
</tbody>
</table>

Required Fees (On-Campus Only)

<table>
<thead>
<tr>
<th></th>
<th>Per Semester</th>
<th>Per Session</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Full-Time</td>
<td>Part-Time</td>
</tr>
<tr>
<td>Enrollment*</td>
<td>$411.50</td>
<td>$208.50</td>
</tr>
<tr>
<td>Student Assessment Fee</td>
<td>$42.00</td>
<td>$42.00</td>
</tr>
<tr>
<td>Sustainability Fee</td>
<td>$8.00</td>
<td>$8.00</td>
</tr>
<tr>
<td>Total</td>
<td>$461.50</td>
<td>$258.50</td>
</tr>
</tbody>
</table>

Required Fees
(On-Campus Only)

* The Enrollment Fee is a single per capita assessment which covers: Health Center Operations Fee; Technology Fee, covering information systems services for students; Facility Fee, for auxiliary building debt requirements; Recreation Fee, for recreation building debt service and building operations; Infrastructure Fee, for deferred maintenance projects; and on-campus and aviation bus transportation fee.

Differential Tuition**
(Resident and Non-Resident)

<table>
<thead>
<tr>
<th>College of Business</th>
<th>College of Engineering</th>
<th>College of Fine Arts</th>
</tr>
</thead>
<tbody>
<tr>
<td>$768 Flat Rate for 12 - 15 credits</td>
<td>$711 Flat Rate for 12 - 15 credits</td>
<td>$960 Flat Rate for 12 - 15 credits</td>
</tr>
<tr>
<td>$59.08 per credit hour for 1 - 11 credits</td>
<td>$54.69 per credit hour for 1 - 11 credits</td>
<td>$73.85 per credit hour for 1 - 11 credits</td>
</tr>
<tr>
<td>$768 plus $59.08 for each credit hour over 15</td>
<td>$711 plus $54.69 for each credit hour over 15</td>
<td>$960 plus $73.85 for each credit hour over 15</td>
</tr>
</tbody>
</table>

**The differential tuition rate is in addition to the on-campus and Extended University Programs tuition and fees.
PROPOSAL: University Budget for 2019-2020

Background

The general fund is the primary operating fund of the University and provides the University with the financial resources to meet instructional, programmatic and operating needs. Resource allocation is aligned with the University’s 2020 Gold Standard Strategic Plan and transformational initiatives identified. WMU wants to ensure a distinctive and supportive learning experience that fosters success in a diverse and inclusive culture. We want to build on our Carnegie classification of being a higher research doctoral university that advances new knowledge and value-added discovery while advancing economic and environmental sustainability practices and policies. Initiatives should promote WMU being the school of choice, diversifying revenue streams, and recruiting and retaining students and ensuring their academic success.

The budget being proposed today reflects our practice and commitment to present a balanced general fund budget for Board approval. The attached proposed fiscal year 2019-2020 general fund budget totals approximately $423M, which represents an increase of .61% from last year’s budget. In terms of real dollars, both revenue and expenses increased $2.6 million over last year’s Board approved budget.

The budget reflects a 1% increase in appropriations ($1.1M) and a tuition increase as calculated using the State formula of 4.3%. The change in budgeted revenues results from the increase in both state appropriation and tuition revenue also recognizing a projected decline in enrollment.

The university is committed to containing costs and being sensitive to the life’s demands placed on our students including financial. For this reason, WMU is taking measures to reduce our expenses by $10M. In addition, approximately one-half of our new budget adjustments are dedicated to the well-being of our students and employees. We are investing in campus infrastructure designed to meet students’ needs, have substantially increased our student financial aid dollars and are providing additional initiative dollars focused on students’ holistic needs. Additional dollars are also being provided to address identified concerns of our staff. The budget reflects negotiated compensation increases for collective bargaining agreements.

Recommended Action

It is recommended the Board approve the proposed fiscal year 2019-2020 general fund budget, which provides the necessary University financial resources to meet instructional, programmatic and operating needs, in alignment with the University strategic plan with any required adjustments made at the direction of the President upon final State of Michigan higher education appropriations.
PROPOSAL: Academic Tenure and Promotion

ACADEMIC TENURE

Recommended Action

It is recommended tenure be approved for the following faculty members, effective with the beginning of the 2019/20 academic/fiscal year:

Patrick Bennett, Department of Mathematics
Sara Clark, Department of Occupational Therapy
Anthony DeFulio, Department of Psychology
Mioara Diaconu, School of Social Work
Michael Duffy IV, University Libraries
LuMarie Guth, University Libraries
Decker Hains, Department of Civil and Construction Engineering and Department of Management
Nicholas Hanson, Department of Human Performance and Health Education
Jennifer Harrison, School of Social Work
Melissa Intindola, Department of Management
Douglas Johnson, Department of Psychology
Karen Kness, School of Music
Daniel Macfarlane, Institute of the Environment and Sustainability
David Paul, Department of Philosophy
Diana Riggs, Department of Comparative Religion
Daniela Schroeter, School of Public Affairs and Administration
Jesse Smith, Department of Sociology
Marian Tripplett, School of Social Work
Cynthia Visscher, Department of Comparative Religion
Robert White, School of Music
ACADEMIC PROMOTIONS

Recommended Action

It is recommended the following promotions be approved for the following faculty members, effective with the beginning of the 2019/20 academic/fiscal year:

Faculty Promoted to Professor
Kelly Ackerson, WMU Bronson School of Nursing
Manuel Bautista, Department of Physics
Chris Coryn, The Graduate College
Michael Famiano, Department of Physics
Elena Gapova, Department of Sociology
Barry Goetz, Department of Sociology
Dennis Metro-Roland, Department of Teaching, Learning and Educational Studies
Gellert Mezei, Department of Chemistry
Thisbe Nissen, Department of English
Wuwei Shen, Department of Computer Science
Geoffrey Whitehurst, Department of Aviation Sciences

Faculty Promoted to Associate Professor
Patrick Bennett, Department of Mathematics
Anthony DeFulio, Department of Psychology
Mioara Diaconu, School of Social Work
Alvis Fong, Department of Computer Science
LuMarie Guth, University Libraries
Nicholas Hanson, Department of Human Performance and Health Education
Jennifer Harrison, School of Social Work
Melissa Intindola, Department of Management
Douglas Johnson, Department of Psychology
Karen Kness, School of Music
Daniel Macfarlane, Institute of the Environment and Sustainability
Daniela Schroeter, School of Public Affairs and Administration
Jesse Smith, Department of Sociology
Robert White, School of Music

Faculty Promoted to Master Faculty Specialist
Carol Weideman, Department of Human Performance and Health Education

Faculty Promoted to Faculty Specialist II
David Paul, Department of Philosophy
Diane Riggs, Department of Comparative Religion
Marian Tripplett, School of Social Work
PROPOSAL: Michigan State Employees Association (MSEA) Labor Agreement

Background

On June 6, 2019, Western Michigan University and the Michigan State Employees Association (MSEA) reached a tentative agreement on a three-year labor contract. MSEA represents the employees of the Robert M. Beam Power Plant.

The MSEA bargaining unit consists of 17 members and the membership ratified the tentative agreement on June 11, 2019. The agreement would be effective from July 1, 2019 through June 30, 2022.

The agreement provides for wage increases in each of the three years of the contract. In the first year, an increase of 2.25% would be provided July 1, 2019, a 2.5% increase would occur at July 1, 2020, and a 2.5% increase would be effective July 1, 2021.

Other changes occurred included employee health care premium contributions and health care plan modifications.

WMU’s strategic plan includes the purpose of advancing economic and environmental sustainability policies. In advancement of this purpose, and in order for this contract to become effective, it is necessary for the Board of Trustees to approve this contract.

Recommended Action

It is recommended the Board of Trustees authorizes WMU administration to implement the 2019-2022 agreement between Western Michigan University and the Michigan State Employees Association.
PROPOSAL: Establishment of the Western Michigan University Business, Technology, and Research Park 2

Background

The Western Michigan University Business, Technology and Research Park (the “BTR Park”) is home to approximately 40 companies. All of the parcels in the BTR Park have been developed or are under option, and no space exists in the BTR Park for expansion.

To continue driving local and regional innovation, job training and business development, WMU has received a federal grant and additional support from Oshtemo Township to provide initial development funding for the creation of an extension of the BTR Park to a nearby 54-acre site, known as the “Colony Farm”. This funding and support has laid the ground work for preparation and planning, which is nearly complete, and for subsequent development.

The new BTR Park will to be known as the “Western Michigan University Business, Technology and Research Park 2” or “BTR Park 2”. Accordingly, to formally establish the Colony Farm as a site condominium under the Michigan Condominium Act, the Board of Trustees is being asked to approve:

• The Master Deed and Bylaws for the Condominium Association (which, along with the Condominium Site Plan are the “Condominium Documents”);
• The selection of Directors for the Condominium Association; and
• The dedication of roads and grant of easements for water, sanitary, utilities and related purposes.

If approved, the Condominium Documents will be executed and recorded with the Register of Deeds at a later date, thereby establishing the BTR Park 2 commercial condominium project, pursuant to which the BTR Park 2 property will be further developed and individual condominium units may be sold to interested buyers. The Condominium Site Plan, showing the Condominium units, will be completed at a later date, based on unit size specifications of buyers.

Recommended Action

Pursuant to the retained powers of the Board regarding the transfer of real property, it is recommended the Board adopt the attached Resolutions and authorize the President, Treasurer or Assistant Treasurer (the “Authorized Officers”) to finalize and execute the Condominium Documents (including the Condominium Site Plan), to negotiate and execute any deeds, easements, agreements or documents, and to take such other actions, necessary or convenient to effectuate and complete the transactions contemplated herein, with such modifications as they or anyone of them may approve as reasonable or necessary.
WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2

Submission of Property to Condominium

“RESOLVED, that the University shall submit and transfer certain real property located in Oshtemo Township, Kalamazoo County, Michigan, known as the Colony Farm, to a condominium project to be developed by the University to be known as Western Michigan University Business, Technology and Research Park 2 (“BTR Park 2”).”

Approval of Master Deed

“RESOLVED, that the Master Deed for BTR Park 2 for creation of the condominium is approved and authorized for recording with the Kalamazoo County Register of Deeds, along with the Condominium Site Plan, all in the form approved by the Authorized Officers.”

Sale of Condominium Units

“RESOLVED, that the Authorized Officers are hereby authorized to solicit offers for the sale of units in BTR Park 2.”

Approval of Condominium Association and Bylaws

“RESOLVED, that the Condominium Association is authorized to be formed and filed with the State of Michigan, and that the Bylaws of the Condominium Association are authorized and approved in the form approved by the Authorized Officers.”

Selection of Directors

“RESOLVED, the President of the University is hereby authorized and directed to select the persons that the University shall nominate and elect to be the directors of BTR Park 2, who shall continue in such position until the nomination or appointment and acceptance of their respective successors, or until their resignation or removal.”

Dedication of Roads and Grant of Easements

“RESOLVED, that the dedication of roads and grant of easements, as necessary for BTR Park 2, are hereby approved and authorized on such terms as may be approved by the Authorized Officers.”

Authorization

“RESOLVED, that the Authorized Officers are hereby authorized and directed, for and on behalf of the University, to execute and deliver any and all documents necessary or convenient in relation to the establishment of the condominium and the sale of units in the condominium. Such documents may include the Master Deed, Bylaws, Condominium Site Plan, Articles of Incorporation, disclosure statement, escrow agreement, required notices to governmental bodies, dedications, easements, deeds, closing statements and any other documents or instruments required, necessary or convenient in relation to the establishment of the condominium and the sale of units therein, and to take all other actions in connection with the foregoing resolutions as they, or any one of them, may deem appropriate or necessary.”

Ratification

“RESOLVED, that any and all actions heretofore taken by any officer, employee, agent or person of the University or any person in connection with the foregoing resolutions and all transactions related thereto are ratified in all respects and are acknowledged to be duly authorized acts and deeds performed on behalf of the University, and any and all actions hereafter to be taken by any officer, employee, agent or person in furtherance of the objectives of the foregoing resolutions are authorized in all respects.”

33159894.1\095924-00086
EXHIBIT “A”

TO MASTER DEED

THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2
ASSOCIATION BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

The Western Michigan University Business, Technology and Research Park 2, a commercial site condominium project located in the Township of Oshtemo, Kalamazoo County, Michigan, shall be administered by The Western Michigan University Business, Technology and Research Park 2 Association, hereinafter called the “Association”, organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. A Co-owner’s membership in the Association and the Co-owner’s share in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to its Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements, the administration of the Condominium Project, or otherwise imposed upon the Association by the Condominium Documents shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.
Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, maintenance, repair or replacement of the Condominium Project and General Common Elements, including a reasonable allowance for contingencies and reserves.

A reserve fund shall be maintained for major repairs and replacement of General Common Elements and all other items for which the Association bears the responsibility of maintenance, repair and replacement. The reserve fund shall be funded by the annual assessments described below. At a minimum, the reserve fund shall be equal to 10% of the Association’s current annual budget on a noncumulative basis as of the Transitional Control Date. Developer shall not be liable for any deficiency in this amount at the Transitional Control Date. THE MINIMUM STANDARD REQUIRED BY THIS SUBPARAGRAPH MAY PROVE TO BE INADEQUATE FOR THIS PARTICULAR PROJECT. THE ASSOCIATION OF CO-OWNERS SHOULD CAREFULLY ANALYZE THE CONDOMINIUM PROJECT TO DETERMINE IF A GREATER AMOUNT SHOULD BE SET ASIDE, OR IF ADDITIONAL RESERVE FUNDS SHOULD BE ESTABLISHED FOR OTHER PURPOSES FROM TIME TO TIME.

Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon the budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements for the entire Condominium Project, (4) to provide for the maintenance, repair or replacement of the Limited Common Elements, or (5) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 1(d) hereof and to assess a one time special assessment at the time of closing on the purchase of a Unit in an amount equal to two (2) monthly installments. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof. Assessments for Limited Common Elements shall be assessed only to those Units to which the Limited Common Elements are appurtenant.

(b) Special Assessments. Special assessments, as to all the Co-owners or to individual Co-owners as provided in Section 69 of the Act, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Board of Directors, including, but not limited to: (1) assessments for additions to the Common Elements, (2) assessments to purchase a Unit upon foreclosure of the lien for
assessments described in Section 5 hereof, (3) assessments for costs associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element or for any unusual expenses or conduct that benefit less than all those entitled to occupy the Condominium as provided in Section 69 of the Act, or (4) assessments for any other appropriate purpose not elsewhere herein described. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. **Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Except as provided otherwise herein or in the Master Deed, any unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of conduct of less than all of those entitled to occupy the Condominium may be assessed by the Board of Directors against the Condominium Unit or Units involved in accordance with the reasonable judgment of the Board of Directors. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in twelve (12) monthly installments throughout the year, commencing with acceptance of a deed to or a land contract vendee’s interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. An automatic late charge not exceeding $25 per installment per month may be added to each installment in default for 5 or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to its Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney’s fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. **Waiver of Use or Abandonment of Unit.** No Co-owner may exempt such Co-owner from liability for any contribution toward the expenses of administration or for payment of assessments to the Association by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements, or by the abandonment of the Unit.
Section 5. **Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges and fines by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against its Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from its Unit or of the use of any utilities serving its Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under it. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX, Section 4 and Article XXI of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, except a first mortgagee, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent at public venue, pursuant to judicial proceedings, foreclosure by advertisement or any other means permitted by law and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law.

EACH CO-OWNER OF A UNIT IN THE PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SUBPARAGRAPH AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT UNIT.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the
Association that sets forth (i) the affiant’s capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney’s fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney’s fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on its Unit.

Section 6. Liability of Co-owner, Purchaser and Others. The Co-owner of a Unit subject to foreclosure pursuant to this Section, and any purchaser, grantee, successor or assignee of the Co-owner’s interest in the Unit, is liable for assessments by the Association chargeable to the Unit that became due before the expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

Section 7. Obligations and Liability of Mortgagee. The mortgagee of a first mortgage of record on a Unit must give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement or by judicial action as provided in Section 108(9) of the Act. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which acquires title to the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for assessments that have priority over the first mortgage as provided in the Act).

Section 8. Developer’s Responsibility for Assessments. Developer of the Condominium, although a member of the Association, will not be responsible at any time for payment of the general or special Association assessments, nor will Developer at any time be required to extend credit to the Association or any Co-owner. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns (other than Unit ___ until it is an Occupied Unit), together with a proportionate share of the Association’s current maintenance expenses actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project that are not owned by Developer and further except as to expenses related to the maintenance and use of Unit ___. For purposes of the foregoing sentence, Developer's proportionate share of such expenses will be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Condominium. In no event will Developer be responsible for payment of any assessments, including general or special assessments, for deferred maintenance, reserves for
replacement of capital improvements, or other special assessments, except with respect to Occupied Units owned by it. Developer shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from Developer or to finance any litigation or other claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. “Occupied Unit” shall mean a Unit upon which an improvement has been constructed for which a certificate of occupancy has been received and in which commercial endeavors have been undertaken.

Section 9. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.


Section 12. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association’s lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III
ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners or between such Co-owners and the Association, shall upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator’s decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.
Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV
INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by Developer or the Association in its discretion, but in no event less than $1,000,000 per occurrence), officers and directors’ liability insurance, and workmen’s compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements or Limited Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner should obtain insurance coverage at its own expense upon its Unit and the Limited Common Elements appurtenant thereto. It shall be each Co-owner’s responsibility to determine by personal investigation or from insurance advisors the nature and extent of adequate insurance coverage and thereafter to obtain insurance coverage for adequate personal property and for everything related to the Unit or elsewhere on the Condominium and for personal liability for occurrences within the Unit or upon Limited Common Elements appurtenant to the Unit, and also for loss of business and business relocation expenses in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) Insurance of Common Elements. Except as set forth herein, all Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, as determined from time to time by the Board of Directors of the Association in consultation with the Association’s insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. All information in the Association’s records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due
Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. It shall be each Co-owner’s responsibility to determine the necessity for and to obtain insurance coverage for everything related to the Unit, including improvements within the Unit, and the Association shall have no responsibility whatsoever for obtaining such coverage.

(c) **Premium Expenses.** All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate bank account or, if prior to the Transitional Control Date, a segregated bank account maintained by Developer for the benefit of the Association, and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

**Section 2. Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as its true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen’s compensation insurance, if applicable, pertinent to the Condominium Project, its Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

**Section 3. Responsibilities of Co-owners.** Each Co-owner may obtain fire and extended coverage and vandalism and malicious mischief insurance with respect to its Unit and all improvements constructed or to be constructed within the boundaries of its Unit and for its personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements or personal property whatsoever.

**Section 4. Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorneys’ fees, which such other Co-owners, Developer or the Association may suffer as a result of any act or omission of such Co-owner and/or from defending any claim arising out of an occurrence on or within such individual Co-owner’s Unit and shall carry insurance to secure this indemnity if so required by the Association (or Developer during the Development
and Sales Period). This Section 4 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) Damage to Common Element. If the damaged property is a Common Element, the property shall be rebuilt or repaired, unless it is determined by an 80% vote of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) Repair in Accordance with Plans and Specification. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project and/or the improvements located within the Unit, to a condition as comparable as possible to the condition existing prior to damage unless prior written approval for changes is obtained from the Review Committee.

(c) Co-owner Responsibility for Repair. If the damaged property is a Unit or any improvements therein, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that the Co-owner elects to make. The Co-owner shall in any event remove all debris and restore its Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-Owner, its employees, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility (if reimbursement to the Association is excluded by virtue of a deductible provision, the responsible Co-owner shall bear the expense to the extent of the deductible amount, anything in these Bylaws to the contrary notwithstanding).

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

Section 2. Timely Reconstruction and Repair. The party responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within a reasonable time thereafter using its or its best efforts, after the date of the occurrence which caused damage to the property.

Section 3. Maintenance and Repairs. The responsibility and obligations for repairs (other than those due to damage or destruction) and maintenance of the Condominium shall be as set forth in the Master Deed and these Bylaws.

Section 4. Access to Unit. The Association or its agent shall have access to each Unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of performing maintenance, repair or replacement of any of the Common Elements or other items or areas for which the Association is responsible located therein or accessible therefrom and to investigate, correct and/or remediate any condition that may affect or threaten the health or safety of the Co-owner, other Co-owners or the general public. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units, the Common Elements, or both, and to investigate, correct and/or remediate any condition that it reasonably believes may pose an imminent threat to the health or safety of the Co-owner, other Co-owners or the general public.

Each Co-owner shall provide the Association with a means of access to their Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and if such Co-owner fails to provide such means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to its Unit or to any appurtenant limited common elements, including the repair or replacement of doors or windows, damaged in gaining access, the costs of which damages shall be borne by the Co-owner.

Section 5. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Negotiation. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements. Any negotiated settlement shall be subject to the approval of more than two-thirds (2/3) of the members in number and in value and shall thereupon be binding on all members.

(b) Taking of Unit. In the event of any taking of all or any portion of a Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner’s entire Unit is taken by eminent domain, such Co-owner and its mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and its mortgagee, as their interests may appear.
(c) **Taking of General Common Elements.** If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(d) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

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

(f) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

**ARTICLE VI**

**BUILDING AND USE RESTRICTIONS**

Section 1. **Restrictions on Use of Units.** Condominium Units shall be used for business and professional offices, research and development facilities, prototype development and assembly, processing assembly and packaging of instruments, compounds and equipment, laboratories, data processing and other similar uses as approved by the Review Committee (as hereinafter defined), including those which are necessary and incidental to the principal uses, all of which shall be in compliance with the zoning ordinance applicable to the Project. Further one or more Units may be used as undeveloped greenspace in Developer’s sole discretion.

(a) **Zoning Compliance.** In addition to the restrictions herein, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the zoning ordinance of Oshtemo Township, Kalamazoo County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of Oshtemo Township and further there is obtained a written consent thereto from Developer during the Development and Sales Period and
thereafter from the Association. To the extent that the restrictions contained herein are more restrictive than the Oshtemo Township Zoning Ordinance, the restrictions contained herein shall apply. The business operated from each Unit shall have all permits and licenses necessary to operate such business and offer such products and services being sold therefrom.

(b) **Prohibited Uses.** Without limiting the foregoing, no Unit shall be used for: (i) residential purposes or as a place of habitation; (ii) the operation of a food service establishment (except that cafeterias appurtenant to an office use may be allowed); (iii) any two year or four year college, community college, university or higher education facility, other than Western Michigan University, without the prior written consent of Developer; or (iv) any hospital, medical clinic, surgical center, medical office, or other medical or healthcare use or facility, without the prior written consent of Developer. No other uses shall be permitted without the approval of the Association and Developer.

Section 2. **Architectural Review Committee.**

(a) **Architectural Review.** No building, structure or other improvements shall be constructed within the perimeters of a Condominium Unit or elsewhere on the Project nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications containing such detail as the Architectural Review Committee may require have first been approved in writing by the Architectural Review Committee of the Association (the “Review Committee”).

1. The Review Committee may adopt by a majority vote such design standard and procedures as it deems appropriate. Such standards may include details with respect to the design and review proves and additional design guidelines. Any such standards shall incorporate the general intent of the standards contained herein.

(b) **Review Committee Appointment.**

1. **Original Review Committee.** The original Review Committee shall consist of four (4) members, which shall include the following: an at-large employee of Developer and an architect or engineer. The members shall be appointed by Developer and shall be subject to removal or reappointment by Developer. All decisions by the Review Committee shall require concurrence of at least three (3) of its members. The qualifications for a position on the Review Committee may be suspended if no persons having such qualifications shall be reasonably available to serve as a member.

2. **Permanent Committee.** At such time as ninety percent (90%) (by area) of the Project is owned by parties other than Developer, a majority of the Co-Owners subject to these Bylaws shall have the right to designate one member of the Review Committee. At such time as one hundred percent (100%) of the Project, (exclusive of public streets) is owned by parties other than Developer, Developer shall have the option (but shall not be required) of requiring that all of the members of the Review Committee be elected by the Co-owners. The Co-owners shall have one (1) vote per Unit. The members of such reconstituted Review Committee shall not be required to have the qualifications as set forth in paragraph (b)(1) above.
3. **Liability of Review Committee.** Each member of the Review Committee shall be expected to exercise judgement in good faith, but shall have no liability whatsoever to any persons for any act or failure to act.

   (c) **Power and Duties and Review Committee.** The Review Committee shall have the following powers and duties:

   1. **Approval of Plans.** All plans and specifications, including grading and landscaping plans, for the construction of any building, the exterior alteration of any building, and all exterior uses or improvements including type and color of construction materials and landscaping and screening, shall be submitted to and be approved by the Review Committee prior to commencement of construction. The Review Committee may reject all or any portion of plans submitted, or require the modification or resubmission of any such plans. The Committee shall have the right to refuse to approve any such plans and specifications, including type and color of construction material, and grading and landscaping plans, which are not suitable, in its opinion, for aesthetic or other reasons. In so passing upon such plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed improvements and the harmony thereof with the natural features of the Project and with any other improvements that have been constructed on other portions of the Project.

   2. **Failure to Approve.** In the event that the Review Committee shall have failed to approve or disapprove such plans or specifications within thirty (30) days after the same are delivered to it, then the same shall be deemed to have been approved, provided that the plans and specification are in conformity with existing buildings or structure on the Project, these standards, and the applicable zoning ordinance and building code.

   3. **Variances.** The Review Committee may grant variances in its discretion from the standard set forth herein, so long as the general intention of these standards shall be substantially achieved.

   4. **Enforcement.** The Review Committee shall have the primary responsibility for the application of enforcement of the standards set forth herein. It shall have the right to take, or refuse to take, such action as herein provided, including legal or equitable proceedings, or other action reasonably calculated to achieve the purpose set forth herein. Any costs incurred by the Review Committee, including reasonable attorneys’ fees and costs, by virtue of the violation of these Bylaws by a Co-owner of any Unit shall be assessed against such Co-owner and the Unit with respect to which the violation arose, and may be enforced in the same manner as provided by law for the enforcement of real estate mortgages.

   5. **Performance Escrow.** The Review Committee shall be entitled to require that any Co-owner of a Unit commencing construction of any improvements thereon pay the Review Committee, or to an escrow agent approved by the Review Committee, a sum, as determined by the Review Committee, although not to exceed Twenty Five Thousand and No/100 Dollars ($25,000.00), which shall be held for the purpose of guaranteeing construction of the improvements contemplated by such owner in accordance with the approved plans and specifications for the same, and in accordance with the provisions set forth herein. The funds may be retained or expended by the Review Committee to defray the costs of enforcement of these Bylaws brought about by the violation of these Bylaws by such Owner.
Section 3. **Construction Requirements.**

(a) **Construction Timing.** All construction within any Unit, once commenced, shall be completed within two years after the date of the commencement of construction unless an extension of time is granted in writing by the Review Committee. All buildings shall be basically of steel or other metal, masonry and glass construction. No wood or frame buildings shall be permitted without the prior written approval of the Review Committee. No used material shall be incorporated into any building without the prior written approval of the Review Committee.

(b) **Conservation.**

1. **Erosion Control.** The follow provisions shall apply to any portion of the Project from which natural vegetation has been removed, and the amount of surface water has been increased by virtue of activity in other areas, or to avoid the unnecessary destruction of natural vegetation from any cause.

   a. Exposed earth shall be protected from erosion or washing by the use of appropriate vegetation, barriers, shields, or other such devices, or the installation of underground storm water facilities.

   b. Slopes, other than natural ones from which substantial natural vegetation has not been removed, which are to be created or maintained, shall not have a grade greater than 1 to 3.

   c. Retaining walls or other equivalent devices shall be installed on slopes having a grade greater than 1 to 2 and all such walls shall be constructed of fieldstone, masonry or other similar materials approved by the Review Committee.

2. **Vegetation.** It is recognized that trees and other vegetation will from time to time have to be removed. The following standard shall be observed with respect to such activity:

   a. No existing healthy tree six (6) inches in diameter as measured thirty six (36) inches above grade shall be removed without the prior approval of the Review Committee.

   b. Trees which have not been approved for removal and which are materially injured, damaged, or destroyed during construction, shall be replaced by one of a similar type at least two (2) inches in diameter as measured thirty six (36) inches above grade.

   c. Filling or cutting around existing trees shall be accomplished in accordance with proper horticultural practices. Retaining walls or tree wells shall be used as required.

   d. All vegetation which is not to be removed shall be adequately protected during construction and thereafter properly protected, maintained and preserved.
(c) **Building.** The following standards shall be observed and enforced with respect to all buildings constructed on a portion of a Unit:

1. The maximum area of a Unit covered by buildings(s) shall be thirty percent (30%), unless a greater amount is approved by the Review Committee.

2. External construction materials shall be of high quality and type and color to blend in with the natural surroundings and be compatible with existing improvements.

3. All sides of buildings shall be substantially in the same appearance.

4. The exterior character of all buildings shall relate to each other and shall, in the judgment of the Review Committee be aesthetically compatible with other improvements of the Project.

(d) **Vehicle and Pedestrian Facilities.** The following standards shall be observed and enforced with respect to all vehicular and pedestrian facilities within any Unit in the Project:

1. Adequate in-site parking facilities shall be provided within each individual developed Unit, with the minimum parking spaces of each individual Unit to be as provided for in the applicable zoning ordinance. Any shared parking arrangements shall be subject to the review and approval of the Review Committee.

2. All traffic and pedestrian circulation in developed areas, excluding nature trails, shall be on hard, permanent surfaces, such as pavers, asphalt or concrete. Materials shall be selected whenever practical which will blend in the natural surroundings and be compatible with existing improvements. Curbs may be required by the Review Committee, in its sole discretion, on parking areas, roads and driveways, to protect landscaped areas and for safety purposes.

3. Hard surfaces areas shall be serviced by storm water facilities which are adequate to handle expected storm water run-off and which facilities shall be designed in such a manner as to blend in with the natural surroundings if possible.

4. Whenever practical, the configuration of hard surfaced areas, such as parking lots shall be of a non-rigid character and continuous expanses of hard surfaced areas shall be avoided.

(e) **Open Space.** Not less than forty percent (40%) of each Unit with the Project shall consist of open space. Open space may be used for vegetation, artistic displays or materials, or open facilities designed for recreation or relaxation, including pedestrian or bicycle walks or paths. Areas designated for vehicular traffic or parking are expressly excluded from the definition of open space for the purposes of this section.

(f) **Lighting.** The purpose of lighting is to provide a safe atmosphere and to create a pleasing night time appearance. Lighting intensity shall be limited to a level of illumination necessary to adequately illuminate or highlight walks, parking area, buildings and
displays. The level and direction of lighting shall not create a daytime atmosphere or be at such a level of intensity or location as to create a nuisance in adjacent areas. Lighting shall be designed so that the source of light is not visible beyond the boundaries of the Unit. All exterior lighting shall be in compliance with the applicable zoning ordinance and shall be subject to review and approval by the Review Committee.

(g) **Sign Requirements.** The following standards shall be observed:

1. Free standing signs shall be so constructed and designed as to compliment the architecture of the adjacent building or buildings. Back lighted signs shall not be permitted.

2. Flashing lights, advertising flags, strips or other devices are prohibited.

3. Building mounted signs shall be confined to front facades (facing roadways(s) and/or parking area(s)), and may not project above the roof line of the structure to which it is attached or may not project more than one foot from the structural façade.

4. No signs, other than those identifying the names and businesses of the person or person occupying the premises shall be permitted without the express written approval of the Review Committee. This restriction shall not apply to any signs erected by Developer or is designees or assigns in connection with the development and sale of the Project or the Units within it.

5. All signs shall require the prior approval of the Review Committee and shall be aesthetically compatible with the character of buildings and other improvements. The use of a unified system of signage throughout the Project is encouraged. All signs shall be in compliance with the applicable zoning ordinance.

(h) **Screening and Landscaping.** It is the purposes of these provisions to screen from the adjacent areas objectionable noises, pollutants or sights. The following standards shall be observed:

1. **Noise.** Improvements shall be so constructed and operated as to reasonably confine noise resulting from any operations to the site of such operation.

2. **Pollutants.** Improvements shall be designed and operated as to conform with environmental standards which may from time to time be prescribed by federal, state or local law.

3. **Visual Screening.** Screening, either natural or artificial, shall be provided for all service, loading, storage, mechanical equipment and refuse disposal areas, which shall be so designed and constructed as to effectively camouflage and not emphasize their existence.

4. **Fences.** No fences shall be installed on any Unit within the Project unless it shall have received the prior approval of the Review Committee. It is the intent of that any fences installed for screening purposes be located no closer to the street line than the front building line on any Unit.
5. **Other.** All cables, conduits, pipes and similar objects and devices shall, when possible, be placed underground. No exposed exterior electronic transmitters or receiving antennae or dishes shall be erected, placed or maintained on any part of the Project without the prior written approval of the Review Committee of the style, type and location of the equipment.

6. **Landscaping.** All areas of a Unit upon which a building has been constructed, and which are not developed with buildings, drives, parking and loading areas, and other similar improvements, shall either be maintained in a natural state or shall be landscaped with grass or other ground cover, shrubbery, trees, brushes, vines or other suitable plantings. All plantings shall be properly and regularly maintained, and dead or dying materials replaced in accordance with landscape plans approved by the Review Committee.

(i) **Underground Storage Tanks.** Underground storage tanks shall be permitted, only in full compliance with all federal, state and local regulation, and only upon the prior written approval of the Review Committee.

(j) **Compliance with Codes, Ordinances, and Laws.** In addition to the construction requirements contained in this Section, all buildings and other structures must comply with applicable ordinances and applicable building, mechanical, electrical and plumbing codes of Oshtemo Township in effect at the time the building or structure is erected. The use of any Unit and the construction and use of any building or other structure erected on any Unit must also comply with the requirements of the Township of Oshtemo zoning ordinance in effect at the time of the contemplated construction or use (unless a variance for such construction or use is first obtained from the Zoning Board of Appeals of the Township of Oshtemo) and the provisions of any municipal approvals.

(k) **Reserved Developer Rights.** The purpose of this Section is to assure the continued maintenance of the Condominium as an attractive and harmonious commercial development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. During the Development and Sales Period, Developer may construct buildings and other improvements at the Project without the necessity of prior consent from the Association, its Review Committee or any other person or entity, subject only to the express limitations contained in the Condominium Documents; provided, however, that all such buildings and improvements shall, in the reasonable judgment of Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Condominium Project.

(l) **Permitted Variance.** The Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to the extent and in such a manner as do not violate the spirit and intent of such requirements.

Section 4. **Operation and Use of Project and Facilities.**

(a) **Continuing.** Except as otherwise expressly provided herein, each building or other structure or improvement constructed on a Unit within the Project shall be operated in such a manner as to maintain on a continuing basis, the standards and restrictions set forth herein.
(b) **Rubbish and Hazardous Materials.** No rubbish, trash, garbage or other offensive or noxious items shall be permitted to be deposited on any portion of the Project, except in appropriate screened containers for the same. Grass, weeds and other growths on developed Units shall be reasonably cut to levels approved by the Review Committee and no portion of the Project shall be used for the storage on any matter or thing which shall cause the Project to appear to be in an unclean or untidy condition. The foregoing provisions shall not be applicable to the storage of construction materials during a reasonable construction period. Maintenance to automobiles, including but not limited to car washing and oil changing is prohibited on the Condominium Premises. No anti-freeze, gasoline, oil, grease or other toxic substances shall be disposed of in any sanitary disposal system or dumped elsewhere on the Condominium Premises. All Co-owners, their lessees, invitees and agents shall fully comply with all state and federal laws and regulations relating to the usage or storage of hazardous substances on the Condominium Premises. Upon request by the Association, each Co-owner shall provide the Board of Directors with a full list and description of any hazardous substances used or stored in the Co-owner’s Unit. No hazardous substances shall be disposed of or released on the Condominium Premises. By purchase of a Unit, each Co-owner fully indemnifies and holds harmless the Association, Developer and the other Co-owners from any liability, including attorney fees, which may in any manner arise from the storage, usage or existence of hazardous substances by such Co-owner or its lessees, invitees and agents on the Co-owner’s property, unless caused by the Association, Developer or another Co-owner. Any lease of a Unit shall contain a clause requiring full compliance with all environmental laws and regulations requiring disclosure of the storage and/or usage of hazardous substances and fully indemnifying the Association, Developer and the other Co-owners from any liability which in any manner arose from the storage and/or usage of such hazardous substances.

(c) **Offensive Activity.** No noxious or offensive trade or activity shall be carried on, nor shall anything be done on the Project or any Unit therein which may be or become and annoyance or nuisance to adjoining occupants or owners by reason of noxious, offensive, unhealthy or harmful odors, fumes, dust, smoke, waste, noise or vibration beyond that normally and reasonably expected in development of the nature contemplated herein.

(d) **Outside Storage.** No outdoor storage shall be permitted on any portion of the Project, except during construction on a Unit, and only with the prior written approval of the Review Committee, and only if permitted by the applicable zoning ordinance.

(e) **Property Maintenance.** Owners and occupants of a Unit shall maintain any and all improvements located on such Unit in good and sufficient repair and keep lawns cut, shrubbery trimmed, windows glazed and otherwise maintain such improvements in an aesthetically pleasing manner and in the original condition as approved by the Review Committee, reasonable wear and tear excepted.

1. Any improvement which is damaged by the elements or by fire or other casualty shall be restore and repaired as promptly as to the extent of damage will permit and in all events within no more than two (2) years from the date of such casualty.

2. Any buildings which shall happen to be vacant for any reason shall be kept locked and the windows shall be secured to prevent the entrance thereto by vandals.
3. In the event of a violation of any of the covenants set forth in this section, Developer or the Association, or its assignee or successor-in-interest, shall have the right to go upon the Unit and take such steps as are reasonably necessary to eliminate nuisance conditions, mow lawns, trim shrubbery or do anything reasonably necessary to repair and maintain the improvements on the Unit consistent with these Bylaws. The cost of any such work and the cost or expense incurred with such work shall be immediately due and payable upon written notice thereof being given to the Unit owner and/or occupant.

Section 5. Rules of Conduct. Reasonable rules and regulations concerning the use of the Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked any time by the affirmative vote of more than 66 and 2/3% of all Co-owners in number and in value. No such rules and regulations shall prohibit or unreasonably restrict permitted uses of the Units as provided herein, including those described in Section 1 of this Article VI.

Section 6. Common Elements. The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their employees, agents, tenants, invitees, guests and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units or in accordance with any other rights to use the Common Elements such as easements. The use, maintenance and operation of the Common Elements shall not be obstructed, 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 Association at some future time, affecting any part or all of said Common Elements.

Section 7. Variances. The Association may, upon showing of practical difficulty or other good cause, grant variances from the restrictions and requirements of this Article, but only to the extent and in such a manner as not to violate the spirit and intent of such restrictions and requirements.

ARTICLE VII
MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled “Mortgages of Units”. The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

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

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

Section 1. **Vote.** Except as otherwise provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number, and one vote, the value of which shall equal the total percentage of value allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. **Eligibility to Vote.** Co-owners are entitled to vote at any meeting of the members of the Association on matters which members are entitled to vote under the law. However, the Co-owners rights to vote for the election of persons to serve as Directors on the Board of Directors is subject to the terms of Article XI, Section 2.

No Co-owner, other than Developer, shall be entitled to vote at any meeting of the Association until it has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. At a meeting of the members, Developer shall be entitled to one vote for each Unit which it owns.

Section 3. **Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. If more than one person owns a Unit, or the Unit is leased or being sold by land contract, all of the record owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to cast the vote for the Unit and to receive all notices and other communications from the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such certificate shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new certificate in the manner herein provided.

Section 4. **Quorum.** The presence in person or by proxy of 2/3 of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. **Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
Section 6. **Majority.** A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

**ARTICLE IX**

**MEETINGS**

Section 1. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan. The meeting shall not be open to the public.

Section 2. **First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the Units in the Condominium Project have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days’ written notice thereof shall be given to each Co-owner.

Section 3. **Annual Meetings.** Annual meetings of members of the Association shall be held at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 2/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. **Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary’s absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws.
shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

Section 7. **Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meetings or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. **Action Without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. **Consent of Absentees.** The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. **Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.
ARTICLE X
ADVISORY COMMITTEE

An Advisory Committee of nondeveloper Co-owners shall be established either 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 1/3 of the Units that may be created or one year after the initial conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, whichever occurs first. The Advisory Committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association. The Advisory Committee shall cease to exist when a majority of the Board of Directors is elected by the nondeveloper Co-owners.

The Committee shall be selected, established and perpetuated in any manner Developer deems advisable. Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI
BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The business and affairs of the Association shall be managed by a Board of Directors. The Board of Directors shall initially be comprised of three (3) members, but may be increased to five (5) members by vote of Developer prior to conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, or by vote of the Co-owners after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units. All Directors elected by the Members must be members of the Association or officers, partners, trustees, employees, representatives or agents of members of the Association or of Developer. Developer may elect or appoint any persons to act as Directors, without qualification. Directors shall serve without compensation. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors shall be appointed by Developer and be comprised of three (3) persons. They shall serve until the next annual meeting of the members, or until the election or appointment of their successors, or until their death, resignation or removal from office.

(b) Election of Directors by Non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units, at least one Director and not less than 25% of the Board of Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units, not less than 1/3 of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, and before conveyance of 90% of the Units, the non-developer Co-owners shall elect all Directors on the Board, except that Developer shall have the right to designate at least one Director as long as Developer owns and offers for sale at least 10% of the Units in the Project.
(c) **Notice of Co-Owners.** When the required number of conveyances have been reached, Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be.

(d) **Election of Directors 54 Months After First Conveyance.** Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, if title to not less than 75% of the Units have not been conveyed, the nondeveloper Co-owners shall have the right to elect a number of members of the Board of Directors equal to the percentage of Units they hold, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (b). Application of this subsection does not require a change in the size of the Board of Directors.

(e) **Determining Number of Directors to be Elected by Co-owners; Term of Office.**

1. If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (b), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (c) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, Developer shall have the right to elect the remaining members of the Board of Directors. Application of this Section shall not eliminate the right of Developer to designate one (1) Director as provided in subsection (b).

For purposes of calculating the timing of events described in subsections (b) and (c), conveyance by Developer to a builder, even though not an affiliate of Developer, is not considered a sale to a nondeveloper Co-owner until such time as the builder conveys that Unit with completed improvements which are occupied.

2. The Directors elected by the nondeveloper Co-owners (referred to as “Co-owner Directors”) shall serve for a term of one (1) year, or until their death, resignation or removal or the election and appointment of their successor. Each year, at the annual meeting of the Members, the nondeveloper Co-owners shall elect persons to serve as Co-owner Directors. The Co-owner Directors shall be elected by a plurality of the votes cast by the nondeveloper Co-owners.

3. The Directors appointed by Developer shall serve for a term of one (1) year, or until their death, resignation or removal or the election and appointment of their successor.

Section 3. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.
Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors powers and duties shall include, but not be limited to, the power and duty:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association, it is expressly understood that the Association may from time to time convey portions of the property underlying the General Common Elements which, in the opinion of the Board of Directors, are not necessary or desirable for the Condominium.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To restore, repair or rebuild the Condominium, or any portion thereof, after the occurrence of a casualty.

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

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.

(h) To make rules and regulations permitted by the Master Deed and these Bylaws.

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. A service contract which exists between the Association and Developer or affiliates of Developer
and a management contract with Developer or affiliates of Developer is voidable by the Board of Directors of the Association on the Transitional Control Date or within 90 days thereafter, and on 30 days’ notice at any time thereafter for cause. To the extent that a management contract extends beyond one year after the Transitional Control Date, the excess period under the contract may be voided by the Board of Directors by notice to the management agent at least 30 days before expiration of the one year.

Section 6. **Vacancies.** Vacancies in the Board of Directors which occur prior to the date on which nondeveloper Co-owners have the right to elect a Director to the Board, pursuant to Sections 2 (b) and (c) above, shall be filled by decision of Developer. After nondeveloper Co-owners have the right to elect one or more Directors to the Board, any vacancy in a position held by a Co-owner Director shall be filled by majority vote of the non-developer Co-owners at any regular or special meeting of the nondeveloper Co-owners at which a majority of the nondeveloper Co-owners vote in person or by proxy and the person elected shall serve for the remainder of the term of the Director who is being replaced. Any vacancy in a position held by a Director appointed by Developer shall be filled through appointment by Developer.

Section 7. **Removal.** A Director appointed by Developer may be removed at any time, with or without cause, by Developer. A Co-owner Director, elected by the nondeveloper Co-owners, may be removed at any time, with or without cause, by majority vote of the Co-owners at any regular or special meeting of the nondeveloper Co-owners at which a majority of the nondeveloper Co-owners are present.

Section 8. **First Meeting.** The first meeting of the Board of Directors shall be held within 10 days of their appointment by Developer. Developer shall notify each Director of the place, date and time of the meeting.

Section 9. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or email, at least 10 days prior to the date named for such meeting.

Section 10. **Special Meetings.** Special meetings of the Board of Directors may be called by Developer (so long as an owner of a Unit), the President or by two (2) Directors, on 3 days’ notice to each Director given personally, by mail, telephone or email, which notice shall state the time, place and purpose of the meeting.

Section 11. **Meetings Not Open to the Public.** Meetings, regardless of the type shall not be open to the public. Guest, including legal counsel for any Co-owner or Director, may be permitted to attend only on unanimous consent of the Board of Directors.

Section 12. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours’ prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joiner of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 14. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the date on which nondeveloper Co-owners have the right to elect Directors to the Board shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

ARTICLE XII
OFFICERS

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

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

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

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

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

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

Section 3. **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII
LEASING

Section 1. **Lease.** Any Unit may be rented on such terms as the Co-owners of that Unit, which may include Developer, may agree upon with a prospective tenant. The right to lease Units shall not be changed, restricted or limited by an amendment to the Master Deed, these Bylaws, the Condominium Subdivision Plan or otherwise without the written approval of the Co-owner of the affected Unit (including Developer if any Units are owned by Developer). If permitted by applicable laws, rules, regulations, codes, and ordinances, the Co-owners may divide their Units into smaller spaces and lease these to different tenants on such terms as the Co-owner of such Unit and the prospective tenant may agree upon. Activities conducted by a tenant of a leased Unit shall comply with the requirements of the Condominium Documents as they apply to the such Unit. Notwithstanding the foregoing or any other provision of the Condominium Documents to the contrary, any and all leasing or renting of Units in the Condominium shall comply with the requirements and obligations imposed by the Act and shall be subject to the rights of the Association under the Act, including, but not limited to, the notice requirements and Association rights of Section 112 of the Act.

ARTICLE XIV
SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words “corporate seal”, and “Michigan”.

ARTICLE XV
FINANCE

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

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

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or other depository institution as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. Notwithstanding anything herein to the contrary, until the Transitional Control Date, Developer shall maintain a segregated bank account for the benefit of the Association for the funds of the Association. The funds may be invested from time to time in accounts or deposit certificates of such bank or other depository institution as are insured by any quasi-governmental agency and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XVI
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers’ and directors’ liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVII
AMENDMENTS

Section 1. Amendment. These Bylaws may be amended pursuant to the procedures described in the Master Deed for amending any of the Condominium Documents, provided,
however, that these Bylaws may not be amended to further restrict a Co-owner’s use of its Unit without the written consent of the affected Co-owner.

Section 2. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Kalamazoo County Register of Deeds.

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

ARTICLE XVIII
COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons or occupants acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, the Master Deed, these Bylaws, the Articles of Incorporation and any rules and regulations adopted by the Association, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XIX
DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XX
REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. **Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney’s fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney’s fees.

Section 3. **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the
expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XXI hereof.

Section 5. **Non-waiver of Right.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. **Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

**ARTICLE XXI**

**ASSESSMENT OF FINES**

Section 1. **General.** The violation by any Co-owner, occupant, employee, agent, invitee or guest of any provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of its personal actions or the actions of its employees, agents, invitees, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. **Procedures.** Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of the Bylaws.
(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at its option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) **Default.** Failure to respond to the Notice of Violation constitutes a default.

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

Section 3. **Amounts.** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) **First Violation.** No fine shall be levied.

(b) **Second Violation.** One Hundred Dollars ($100.00) fine.

(c) **Third Violation.** Two Hundred Dollars ($200.00) fine.

(d) **Subsequent Violations.** Fine to be established by the Association.

Section 4. **Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XX of the Bylaws.

Section 5. **Developer Exempt From Fines.** The Association shall not be entitled to assess fines against Developer during the Development and Sales Period for any alleged violations of the Condominium Documents but shall be remitted solely to its other legal remedies for redress of such alleged violations.

**ARTICLE XXII**

**RIGHTS RESERVED TO DEVELOPER**

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

**ARTICLE XXIII**
**SEVERABILITY**

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

**ARTICLE XXIV**
**CONFLICTING PROVISIONS**

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

(1) The Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;

(2) These Bylaws;

(3) The Articles of Incorporation of the Association; and

MASTER DEED
OF
THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2

(Act 59, Public Acts of 1978, as amended)

Kalamazoo County Condominium Subdivision Plan No. ___ containing:

(1) Master Deed establishing The Western Michigan University Business, Technology and Research Park 2 condominium.

(2) Exhibit “A” to Master Deed: The Condominium Bylaws.

(3) Exhibit “B” to Master Deed: The Condominium Subdivision Plan.

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

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

This Document Drafted by:  
Alexander J. Clark, Esq.  
Steven M. Stankewicz, Esq.  
Miller, Canfield, Paddock and Stone, P.L.C.  
277 South Rose Street, Suite 5000  
Kalamazoo, Michigan 49007
This Master Deed is made and executed on ________________, 2019, by the BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate (“Developer”), whose address is 1903 West Michigan Avenue, Kalamazoo, Michigan, 49008, in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the “Act”).

WHEREAS, Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit “A” and together with the Condominium Subdivision Plan attached hereto as Exhibit “B” (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a commercial site condominium project under the provisions of the Act.

NOW, THEREFORE, Developer does, upon the recording hereof, establish THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2 as a Condominium Project under the Act and does declare that THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2 (hereinafter referred to as the “Condominium”, “Project” or the “Condominium Project”) shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits “A” and “B” hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2, Kalamazoo County Condominium Subdivision Plan No. ______. The Condominium Project is established in accordance with the Act. The architectural plans and specifications for all improvements to be constructed within the Condominium must be approved and filed with the appropriate governmental authorities and agencies including Oshtemo Township. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit “B” hereto. Each Unit is capable of individual utilization because it has direct ingress and egress from and to a public road or a Common Element of the Condominium Project connecting to a public road. The Project’s storm water management system will be a General Common Element within the Project. Each Co-owner in the Condominium Project shall have an exclusive right to its Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project. Co-owners shall make up THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2 ASSOCIATION and have voting rights in such Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association. The Project may be contracted by Developer, in accordance with Article VIII of this Master Deed.

ARTICLE II
LEGAL DESCRIPTION

Section 1. Condominium Property. The land which is submitted to the Condominium Project established by this Master Deed is located in the Township of Oshtemo, Kalamazoo County, State of Michigan and is described as follows:

Parcel 1:
All that part of the Southeast ¼ of Section 25 lying Easterly of the East right of way of Highway U.S. 131 relocated which is described as: Commencing at the East ¼ corner of Section 25; thence North 00 degrees 16 minutes 40 seconds East, 915.61 feet; thence South 74 degrees 09 minutes 21 seconds West, 600.56 feet; thence South 15 degrees 50 minutes 39 seconds East, 78.00 feet to a point of beginning; thence South 38 degrees 24 minutes 10 seconds West, 194.65 feet; thence South 15 degrees 25 minutes 14 seconds West, 313.38 feet; thence South 74 degrees 34 minutes 16 seconds West, 25.00 feet; thence South 15 degrees 25 minutes 14 seconds West, 500.00 feet; thence North 74 degrees 46 seconds West, 25.00 feet; thence South 15 degrees 25 minutes 14 seconds West, 329.65 feet; thence South 01 degree 46 minutes 06 seconds West, 425.63 feet; thence South 07 degrees 39 minutes 46 seconds West, 624.84 feet; thence South 10 degrees 54 minutes 46 seconds East, 418.39 feet to the point of curvature of a curve to the left (radius 2761.79 feet) and being concentric to and 103.00 feet Easterly of the center line of the Northbound roadway of Highway U.S. 131 relocated; thence Southeasterly along the arc of said curve 670 feet, more or less, to the center line of Parkview Avenue and a point of ending; excepting therefrom the South 75 feet of the Southeast ¼ of Section 25 lying Easterly of the East right of way line of said Highway U.S. 131 relocated.

Parcel 2:
Also all that part of the Northeast 1/4 of Section 25, Town 2 South, Range 12 West, described herein which lies Easterly of the East right of way line of Highway U.S. 131 relocated described as: Beginning at the East ¼ corner of Section 25; thence North along the East line of Section 25, 62.0 feet; thence South 89 degrees 17 minutes 15 seconds West, 987.50 feet parallel to the East-West ¼ line of Section 25; thence South parallel to the East line of Section 25, 62.0 feet; thence North 89 degrees 17 minutes 15 seconds East, 987.50 feet along the East-West ¼ line of Section 25 to the point of beginning.

Commonly known as: Vacant Drake Rd., Oshtemo Township, Michigan
Tax Parcel No: 3905-25-430-010
Section 2. **Easements; Reservations.** The Condominium Project and the Units contained therein are subject to the following and the easements set forth in Article X hereof:

(a) Easement granted to City of Kalamazoo, disclosed by instrument recorded in Document No. 2000-034425.

(b) Easement granted to Consumers Energy Company, disclosed by instrument recorded in Liber 2001-024527; which was re-recorded in Document No. 2001-034956; and amended by the Amendment to Easement recorded in Document No. 2002-034601.

(c) Highway Easement granted to Michigan Department of Transportation and any other terms, covenants, conditions, agreements, obligations and easements disclosed by instrument recorded in Document No. 2007-005118.

(d) Such other easements, restrictions, encumbrances and/or encroachments disclosed by the Condominium Subdivision Plan.

**ARTICLE III**

**DEFINITIONS**

Certain terms are utilized not only in this Master Deed and Exhibits “A” and “B” hereto, but are or may be used in various other instruments. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:


Section 2. **Association.** “Association” means THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2 ASSOCIATION, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association will be exercisable by its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. **Bylaws.** “Bylaws” means Exhibit “A” hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. **Common Elements.** “Common Elements”, where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. **Condominium Documents.** “Condominium Documents” means and includes this Master Deed and any other instrument referred to in the Master Deed or Bylaws, which affects the rights and obligations of a Co-owner in the Condominium, including the documents attached as Exhibits “A” and “B” hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.
Section 6. **Condominium Premises.** “Condominium Premises” means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Project, as described above.

Section 7. **Condominium Project, Condominium or Project.** “Condominium Project”, “Condominium” or “Project” each mean THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2, as a Condominium Project established in conformity with the Act.

Section 8. **Condominium Subdivision Plan or Plan.** “Condominium Subdivision Plan” or “Plan” means Exhibit “B” hereto. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

Section 9. **Co-owner or Owner.** “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who or which owns one or more Units in the Condominium Project. Co-owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents, except as the recorded Condominium Documents provide otherwise. The term “Owner”, wherever used, shall be synonymous with the term “Co-owner”.

Section 10. **Developer.** “Developer” means the Board of Trustees of Western Michigan University, a Michigan constitutional body corporate, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however and wherever such terms are used in the Condominium Documents. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer’s development rights unless the instrument of conveyance expressly so states.

Section 11. **Development and Sales Period.** “Development and Sales Period”, for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer or its successors or assigns owns any Unit which it offers for sale.

Section 12. **General Common Elements.** “General Common Elements” means those Common Elements of the Project described in Article IV of this Master Deed which are for the use and enjoyment of all Co-owners and any and all General Common Elements identified on the Condominium Subdivision Plan.

Section 13. **Limited Common Elements.** “Limited Common Elements” means those common elements of the Project described in Article IV of this Master Deed which are reserved for the exclusive use of the Co-owners of a specified Unit or Units and any and all Limited Common Elements identified on the Condominium Subdivision Plan.

Section 14. **Master Deed.** “Master Deed” means this instrument, together with the exhibits attached to this Master Deed and all amendments of this Master Deed, by which the Project is submitted to condominium ownership.

Section 15. **Township.** “Township” means the Township of Oshtemo, Kalamazoo County, Michigan.
Section 16. **Transitional Control Date.** “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 17. **Unit or Condominium Unit.** “Unit” or “Condominium Unit” each mean a single commercial building site in the Project, as described in Article V, Section 1 hereof and on Exhibit “B” hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Act. All structures and other improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not constitute Common Elements.

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

**ARTICLE IV**

**COMMON ELEMENTS**

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. **General Common Elements.** The General Common Elements are:

(a) **Land.** The land and space identified as General Common Elements on the Condominium Subdivision Plan.

(b) **Drive and Parking Areas.** The roadway and parking areas identified on the Condominium Subdivision Plan as General Common Elements.

(c) **Electrical.** The electrical transmission system and wiring system and transformer(s) throughout the Project, up to the boundary of a Unit.

(d) **Telephone.** The telephone system throughout the Project, up to the boundary of a Unit.

(e) **Gas.** The gas distribution system throughout the Project, up to the boundary of a Unit.

(f) **Water.** The water distribution system throughout the Project (to the extent there are not separate leads for each Unit), up to the boundary of a Unit.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the boundary of a Unit.

(h) **Storm Water Drainage and Retention System.** The storm water drainage, detention, and retention system throughout the Project.
(i) **Telecommunications.** The telecommunications and data system (including cable television and broadband cable, if any), if and when it may be installed up to the boundary of a Unit.

(j) **Street Lighting.** All street lighting systems and light fixtures related to lighting the roads, sidewalks and/or landscape areas located on or about the Condominium which are not Limited Common Element pursuant to Article IV, Section 2(e) hereof.

(k) **Miscellaneous.** Such other elements of the Project that are not designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project.

Notwithstanding the foregoing, some or all of the utility and telecommunications lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and telecommunications lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners’ interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. **Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements are appurtenant. Presently the Limited Common Elements are as follows:

(a) **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of 15 feet as shown on Exhibit “B”, including all utility and/or supporting lines located on or beneath that land.

(b) **Subsurface Improvements.** The portion of any footing or foundation extending more than 15 feet below surrounding grade level.

(c) **Air Space.** The air space located within the boundaries of a Unit and greater than 50 feet above the surface as shown on Exhibit “B” is appurtenant to the Unit above which it is located.

(d) **Utility Service Lines.** The pipes, ducts and wiring supplying service for electricity, gas, telephone, television and/or other utility or telecommunications services to or from a Unit, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service.

(e) **Site Lighting.** All site lighting systems and light fixtures related to lighting the roads, sidewalks parking areas, and/or landscape areas located on or about a Unit and all exterior lighting, flood lights and similar attachments or fixtures to buildings within a Unit are appurtenant to the Unit served by such site lighting.

(f) **Sidewalks.** The sidewalks and walkway areas, if any, established throughout the Project are appurtenant to the Unit upon which such sidewalk and/or walkway improvements are located.
(g) Convertible Area. Developer has reserved the right in Article VII of this Master Deed to designate Limited Common Elements within the Convertible Area which may, at Developer’s discretion, be assigned as appurtenant to a particular Unit or Units.

(h) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Condominium Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

In the event that no specific assignment of one or more of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Co-Owner Responsibilities.

(i) Units and Limited Common Elements. Except as otherwise expressly provided in the Condominium Documents, the responsibility for, and the costs of maintenance, decoration, cleaning, snow removal, repair and replacement of any Unit, including any improvements, buildings, parking areas, drives, and yard areas included therein, and all Limited Common Elements appurtenant thereto, shall be borne solely by the Co-owner of the Unit. Notwithstanding the foregoing, the responsibility for, and the costs of, snow removal relating to the Limited Common Element sidewalks shall be borne by the Co-owner of the Unit to which such Limited Common Element sidewalk is appurtenant, but the responsibility for, and the costs of, maintenance, repair, and replacement of such Limited Common Element sidewalks shall be borne by the Association.

(ii) Utilities. All costs of electricity, natural gas, water, telecommunications, data, information technology and other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. Each Co-owner of a Unit shall also be responsible for the cost of installation, maintenance, repair and replacement of the utility systems that serve its Unit, including all infrastructure related to the telecommunications and data systems serving the Unit.

(b) Association Responsibilities. The Association shall be responsible for the maintenance, repair, and replacement of all General Common Elements and the costs therefor, including without limitation snow removal, resurfacing and striping of the entry and private drive areas, subject to any provision of the Condominium Documents expressly to the contrary and subject to any provision of the Condominium Documents that may permit the Association to specially assess certain Co-owners for such costs. The Association shall also be responsible for maintenance, repair, and replacement of the storm water drainage, detention, and retention system located throughout the Project and the costs therefor. The Association shall also have the responsibility to preserve and maintain all
landscaping and lawn areas within the General Common Element areas. The responsibility for, and the costs of, maintenance, repair, and replacement of the Limited Common Element sidewalks shall be borne by the Association. In addition, the Association shall be responsible for the operation, maintenance, repair, and replacement of the General Common Element street lighting. Further, and notwithstanding anything to the contrary herein, until such time as Unit ___ becomes an Occupied Unit (as defined in the Bylaws), the Association shall maintain, repair, and replace the undeveloped portions of Unit ___, including but not limited to the storm water basins, drainage ditches, sidewalks, trailways, fencing, and any other similar improvements located thereon as of the date of this Master Deed, and the costs thereof shall be an expense of administration of the Condominium. All costs incurred by the Association under this subsection shall be an expense of administration of the Condominium payable by the Co-owners as part of the assessments provided in the Bylaws.

Section 4. Use of Units and Common Elements. No Co-owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

Section 5. Use of Common Elements for Sales Activity. Until Developer has conveyed title to the last unsold Unit owned by Developer, Developer has the irrevocable right:

(a) To use the Common Elements for sales, administrative, rental, or storage purposes; and

(b) To use any of the unsold Units for sales, administrative or management purposes.

(c) To use any unsold Unit for any other use not prohibited by any Condominium Document.

Section 6. Assignment of Limited Common Elements. A Limited Common Element may be assigned or re-assigned by a Co-owner, upon notice to any affected mortgagee, by written application to the board of directors of the Association, and an amendment signed by all Co-owners whose interest will be affected by the assignment. Upon receipt of such an application, the Association shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

Section 7. Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance, all Co-owners, mortgagees and other interested parties are deemed to have appointed Developer during the Development and Sales Period, and thereafter the Association, as their agent and attorney to act in connection with all matters concerning the General Common Elements and their respective interests in the General Common Elements. Without limiting the generality of this appointment, the Association will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to amend
the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

Section 8. Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, the Condominium Documents, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V
UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2 as prepared by FISHBECK, THOMPSON, CARR & HUBER, INC., and attached hereto as Exhibit “B”. Each Unit shall consist of the space contained within Unit boundaries as shown in Exhibit “B” hereto and delineated with heavy outlines and above a depth of 15 feet and extending upwards to a height of 50 feet above the surface as shown on Exhibit “B.” The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, Developer or, upon assignment, the Association shall have the right, in its sole discretion, subject to the prior approval of the Township, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article X below.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth in the table below. The percentage of value shall be based on the land area contained in each Unit, except that the percentage of value for Unit __ shall be zero percent until Unit __ is an Occupied Unit (as defined in the Bylaws). At the time Unit __ becomes an Occupied Unit, the percentages of value shall be adjusted accordingly so that they are all based on the land area contained in each Unit. Except as provided otherwise herein, the percentage of value assigned to each Unit shall be determinative of each Co-owner’s respective share of the Common Elements of the Condominium Project and, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner’s vote at meetings of the Association of Co-owners. The total value of the Project shall be 100%. The total value of the Project shall be 100%. Accordingly, the percentage of value of each Unit is as follows:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Percentage of Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 3. **Altering Percentage of Value.** If the Condominium Subdivision Plan is amended and the revisions would alter the percentage of value per Unit when applied to the criteria used to derive the percentage of value, then the percentage of value shall be altered to reflect the revisions. After the expiration of the Development and Sales Period, the percentages of value may be changed only with the consent of all the Co-owners expressed in an amendment to this Master Deed, duly recorded, provided that if Unit __ becomes an Occupied Unit after the expiration of the Development and Sales Period, consent of the Co-owners shall not be required to reflect the revisions to the percentages of value based on the criteria set forth in Section 2 above. If the percentage of value is not altered to reflect revisions to the Condominium Subdivision Plan, then a Co-owner may bring an action or initiate a proceeding to require revisions in the percentage of value per Unit, without the consent of the Co-owners, mortgagees or other interested parties, as are determined to be fair, just, and equitable in accordance with the basic criteria used to originally establish the percentage of value for the Project.

ARTICLE VI

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act, and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. **By Developer.** To the extent permitted by the law and the Act, Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) **Subdivide Units.** Subdivide or re-subdivide any Units which it owns and in connection therewith to construct and install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by Developer as General or Limited Common Elements. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Consolidate Contiguous Units.** Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(c) **Relocate Boundaries.** Relocate any boundaries between adjoining Units. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.
(d) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owner. The Co-owner(s) of one or more Units may take the following actions:

(a) Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the Association shall cause to be prepared an amendment to the Master Deed duly reallocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation of boundaries shall not occur, until such amendment is recorded in the Kalamazoo County Register of Deeds.

(b) Subdivision of Units. The Co-owner of a Unit may subdivide their Unit upon request to the Association in accordance with Section 49 of the Act. Such subdivision shall be effected by an amendment to the Master Deed submitted by the Association (at the expense of the Co-owner wishing to subdivide its Unit). Such amendment shall assign new identifying numbers to the new Units created by the subdivision of a Unit and shall allocate the percentage of value assigned to the original Unit proportionately among the Units as subdivided. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Any Subdivision shall not occur until the amendment is recorded in the Kalamazoo County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment, reassignment, subdivision, modification and consolidation in accordance with
Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VI.

ARTICLE VII
CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The General Common Elements, Limited Common Elements and the Units have been designated as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2. Reservation of Rights to Modify Units and Common Elements. Developer reserves the right, in its sole discretion and subject to any required governmental approvals, during a period ending no later than six (6) years from the date of recording this Master Deed, to enlarge, modify, merge or extend Units (owned by Developer) and/or General or Limited Common Elements and to create Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated. Such amendment may be effected without the necessity of recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

All of the Co-owners and mortgagees of the Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be made pursuant to this Article VII. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion.

ARTICLE VIII
CONTRACTIBLE CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, Developer intends to establish a Condominium Project consisting of ___ Units on the land described in Article II hereof as shown on the Condominium Subdivision Plan, subject to obtaining any necessary governmental approvals. In future recorded amendments to this Master Deed, however, Developer may elect to include additional Units which may be later removed from the Condominium. In any such event, Developer reserves the right, subject only to obtaining any required governmental approvals, to withdraw from the project any Units, together with the land area on which they are proposed. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units hereinafter included in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be contracted to any number determined by Developer in its sole judgment, but in no event shall the number of Units be less than two (2).
Section 2. Withdrawal of Land. In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VIII as not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to 6 years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE IX
OPERATIVE PROVISIONS

Any conversion, subdivision, consolidation, contraction or other modification in the Project pursuant to Articles V, VI, VII, or VIII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such conversion or other modification of Common Elements in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional Units in the Project or parcels withdrawn from the Project by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 3. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of Articles V, VI, VII, and VIII above and to any proportionate reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.
ARTICLE X
EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any structure within a Unit encroaches upon another Unit or a Common Element due to shifting, settling or moving of any land or improvement (including building), or due to survey errors, or construction deviations, reconstruction or repair, or if for structural reasons support is needed outside the Unit, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land (including all Units) as Developer or the Association may deem necessary for the installation, maintenance, repair, extension, replacement, enlargement of or tapping into all public or private utilities in the Condominium and for street signs and road markings.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Access Easements. Developer reserves for the benefit of itself, its successors and assigns, easements for the unrestricted use of all drives, walking areas and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes and to connect or expand any easements as may be desirable to develop the Condominium. All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by the Co-owners of this Condominium. The Co-owners of this Condominium shall be responsible from time to time for payment of their share of said expenses. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Development and Sales Period to install temporary construction roadways and accesses over the General Common Elements to gain access from the Project to a public road.

(b) Utility Easements. Developer hereby reserves for the benefit of itself and its successors and assigns, perpetual easements to utilize, tap, and tie into all utility mains now located or installed later in the Condominium Premises, including, but not limited to gas, telephone, electrical, cable television, water, storm and sanitary sewer mains. In the event Developer or its successors or assigns, utilizes, taps, and ties into any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping or tying-in. Developer, or its successor or assigns, shall receive Township approval before it utilizes, taps or ties into any public utilities. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by Co-owners of this Condominium. The Co-owners of this Condominium shall be responsible from time to time for payment of their share of said expenses, however, the
The foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises.

Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development and Sales Period to grant easements for utilities over, under and across the Condominium to Kalamazoo Township and/or other appropriate governmental agencies or public utility companies and to transfer title of utilities to such governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit “B” hereto, recorded in the Kalamazoo County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title.

Section 3.  Grant of Easements by Association.  The Association, acting through its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited thereby.

Section 4.  Easements for Maintenance, Repair and Replacement.  Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. Neither Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association’s (or Developer’s) right to take any such action at a future time. Further, the Association shall not be responsible for any consequential damages, including without limitation damage to the personal property of a Co-owner whether within or outside the Unit, that may result from the Association’s failure to timely undertake repairs for which it is responsible. While it is intended that, except as otherwise provided in the Condominium Documents, each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the all appurtenances and improvements constructed or otherwise located within his Unit, it is also a matter of concern that a Co-owner may fail to properly maintain its Unit and its appurtenant Limited Common Elements in accordance
with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep its Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to enter upon the Unit and the Limited Common Elements appurtenant thereto (if any) and perform any required decoration, repair or replacement, all at the expense of the Co-owner of the Unit. All costs incurred by the Association or Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including without limitation legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Connection to Utilities. Each Unit shall have an easement on, over, across and under the Condominium, including any Unit or Common Element, to connect to, tie into, extend, maintain, repair or replace any public or private utility system or service. The location of such easement shall be determined in accordance with the reasonable discretion of the Association and the effected Unit Owners.

Section 6. Drainage/Detention Easements. A non-exclusive, perpetual easement in favor of Developer during the Development and Sales Period, and thereafter in favor of the Association, shall exist on, over, along, across, through, and under those portions of the Project, designated as storm water drainage easements on Exhibit “B”, for the installation, construction, maintenance, repair and replacement of storm water drainage and detention facilities and equipment. All, maintenance, repair and replacement costs associated with such facilities and equipment shall be the responsibility of the Association, the costs thereof being an expense of administration of the Condominium payable by the Co-owners as part of the assessments provided in the Bylaws. The Co-owners of any Unit encumbered by a drainage easement shall incur no cost (beyond their share of costs incurred by the Association) with respect to the construction, maintenance, repair or replacement of such equipment and facilities within such easements except to the extent of repair or replacement caused by an intentional or negligent act of the Co-owner or his agents, invitees or family members. No changes shall be made by a Unit Co-owner in the grading of any Unit or area used as drainage swales which would alter surface water run-off drainage patterns without the prior written consent of Developer during the Development and Sales Period and thereafter the Association. During the Development and Sales Period, Developer reserves the right to establish additional drainage easements across Units and Common Elements, within the Project, in Developer’s discretion. The easements herein reserved shall also include any storm drainage lines that are utilized by more than one Unit.

ARTICLE XI
AMENDMENT

Section 1. Non-material Amendments. The Master Deed, Bylaws, Condominium Subdivision Plan and any other document referred to in the Master Deed or Bylaws which affects
the rights and obligations of a Co-owner in the Project may be amended by Developer or the Association, without the consent of Co-owners or mortgagees, if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. An amendment that does not materially change the rights of a Co-owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Units and their appurtenant limited common elements. In addition, an amendment by Developer to change the name of the Condominium Project and the Association shall be deemed to not materially alter or change the rights of a Co-owner or mortgagee and may be completed by Developer without the consent of the Co-owners or mortgagees.

Section 2. Material Amendments. Except as provided in this Article XI, the Master Deed, Bylaws and Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than 66 and 2/3% of the votes of the Co-owners and mortgagees. A mortgagee shall have one vote for each mortgage held. The 66 and 2/3% majority required in this Section may not be increased by the terms of the Condominium Documents, and a provision in any Condominium Document that requires the consent of a greater proportion of Co-owners or mortgagees for the purposes described in this Section is void and is superseded by this Section. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

Section 3. Changes to Units. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes shall not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner’s Unit dimensions or appurtenant limited common elements may not be modified without the Co-owner’s consent.

Section 4. Cost of Amendment. A person causing or requesting an amendment to the Master Deed, Bylaws, Condominium Subdivision Plan and any other document referred to in the Master Deed or Bylaws which affects the rights and obligations of a Co-owner in the Project shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed percentage of Co-owners and mortgagees or based upon the Advisory Committee’s decision, the costs of which shall be expenses of administration.

Section 5. First Mortgagee Consent. To the extent that the Act or this Master Deed, the Bylaws or any other document referred to in the Master Deed or Bylaws which affects the rights and obligations of a Co-owner in the Project require a vote of mortgagees of Units on an amendment to such documents, the procedures set forth in Section 90a of the Act shall apply. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

Section 6. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of Developer and eighty (80%) percent of non-Developer Co-owners.

Section 7. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits “A” and “B” hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of Developer.
Section 8. Notice to Co-owners. Co-owners shall be notified of proposed amendments under this Article not less than ten (10) days before the amendment is recorded.

ARTICLE XIII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other person or entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Kalamazoo County Register of Deeds.

ARTICLE IX

UNIT __

Upon sixty (60) days prior written notice, Developer shall have the option to require the Association to purchase Unit __ for One Dollar ($1.00), provided that Unit __ is not then an Occupied Unit. In the event Developer exercises its option to require the Association to purchase Unit __, the Association shall be responsible for all closing costs assessed by the title company, recording fees, and transfer taxes in relation to such closing. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which Unit __ is located. Developer shall convey Unit __ to the Association by quit claim deed in an As-Is, Where-Is condition without representation or warranty from Developer. The closing for such purchase shall occur not later than sixty (60) days following Developer’s mailing of its intent to exercise such option to the Association or on such other date that Developer and the Association may mutually agree in writing.
IN WITNESS WHEREOF, this Master Deed is made and executed on the date set forth above.

THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN UNIVERSITY

By: ________________________________

Its: ________________________________

STATE OF MICHIGAN )
COUNTY OF _________________ ) ss

This instrument was acknowledged before me on this _____ day of __________, 2019, by __________________________, the ____________ of the Board of Trustees of Western Michigan University, a Michigan constitutional body corporate (the “Corporation”), who executed this document on behalf of the Corporation.

_____________________________
Notary Public, _____________ County, Michigan
Acting in _____________________ County, Michigan
My commission expires: ___________________

Drafted by and
when recorded return to:

Alexander J. Clark, Esq.
Steven M. Stankewicz, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
277 South Rose Street, Suite 5000
Kalamazoo, Michigan 49007
EXHIBIT A

CONDOMINIUM BYLAWS

THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2
CONDOMINIUM ASSOCIATION
EXHIBIT C

AFFIDAVIT OF MAILING AS TO NOTICES

THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2
CONDOMINIUM ASSOCIATION

30235501.5/095924-00086
1. **Name.** The Western Michigan University Business, Technology and Research Park 2.
   - Located on the 54 acre Colony Farm property.

2. **Master Deed.** To be adopted by Board of Trustees of Western Michigan University as the formation document for Condominium Project.
   - Condominium Subdivision Plan describes Units and Common Elements and will be completed later by the Authorized Officers
   - Common Elements include roads, walkways, greenspace and utilities
   - Expansion/Contraction Areas – none
   - Does not include Stadium & Drake Parcel

3. **Condominium Association.**
   - Articles of Incorporation: To form the Association as a Michigan nonprofit corporation
   - Bylaws: To be approved by the Board of Trustees
   - Directors: To be selected by WMU President
   - Officers: To be selected by Board of Directors
   - Resident Agent: Treasurer or Assistant Treasurer of the University

4. **Control of Association.** Retained by WMU, but passed pro rata to Buyers in proportion to size of Units, to total developable space.

5. **Board of Trustees Approval.** Consistent with its Bylaws, the Board of Trustees shall approve the following:
   - Creation of Condominium Project
   - Transfer of land to Condominium Project
   - Formation of Condominium Association and approval of Bylaws
   - Authorization of University officers to act

6. **Next Steps.**
   - Complete Condominium Subdivision Plan
   - Send notices to municipal authorities
   - Record Master Deed
   - File Articles of Incorporation

7. **WMU Obligations as Developer.**
   - Bylaws, Article II, Section 8 – Pay expenses to maintain its Units, and proportionate share of Association’s current maintenance expense.
   - Article II, Section 9 – Each Unit is subject to its separate property tax.
   - Article III – Arbitration is possible, but not required.

8. **Restrictions on Units.**
   - Right of First Refusal
   - Option to Repurchase
   - Master Deed and Bylaws have restrictions
PROPOSAL: Lease Agreement Renewal between WMU and WMU AAUP

Background

In December 1985, the University entered into a lease agreement with the WMU Chapter of the AAUP for the premises known as the Montague House located at 814 Oakland Drive to be used as an office and meeting place.

The current lease agreement expired on March 31, 2019. The University and the AAUP have once again agreed on the terms of a new three-year lease. Said lease will contain all of the existing provisions as well as very modest rental rate increases over the life of the agreement. At this time, the administration is asking the Board for authorization to renew the attached lease for an additional three-year period.

First year of lease: April 1, 2019 through March 31, 2020, rent shall be due and payable in the amount of $2,104.77 per month.

Second year of lease: April 1, 2020 through March 31, 2021, rent shall be due and payable in the amount of $2,146.87 per month.

Third year of lease: April 1, 2021 through March 31, 2022, rent shall be due and payable in the amount of $2,189.81 per month.

Recommended Action

It is recommended the Board authorize WMU administration to renew the lease agreement for an additional three-year period with the WMU Chapter of the AAUP for the premises known as the Montague House to be strictly used as an office and meeting place according to the terms described in the attached lease agreement.
Lease

THIS AGREEMENT, made and entered into on the 6th day of June, 2019, between the Board of Trustees of Western Michigan University, a constitutional body corporate, hereinafter referred to as “Landlord,” and the WMU Chapter of the American Association of University Professors, hereinafter referred to as “Tenant.”

Part A – Lease Terms

1. Leased Premises. Landlord, for and in consideration of the covenants and agreements hereinafter mentioned and to be kept and performed by Tenant, has demised and leased to Tenant the premises known as the Montague House, located at 814 Oakland Drive on the campus of Western Michigan University, City of Kalamazoo, County of Kalamazoo, State of Michigan (Leased Premises), to use and occupy strictly as an office and meeting place.

2. The Parties agree that Tenant hereby leases for the Term of the Lease and accepts the Leased Premises in its “AS IS” condition existing on the Effective Date, without any express or implied representations or warranties of any kind by Landlord, its agents or representatives, or the employees of any of them regarding the Premises. The Tenant will not ask the Landlord to make or pay for any alterations or structural changes. Tenant acknowledges that Tenant presently occupies and has occupied the Premises since 1986.

3. Term and Termination

   a. The term of this lease shall be for the period of three years commencing on the first day of April 2019, and ending March 31, 2022.

   b. Either Party may terminate this agreement without cause with twelve months’ written notice to the other Party. In such voluntary termination, the Parties shall work together to make any required arrangements for personnel or property inside Leased Premises.

   c. Any notice to terminate by Tenant on a month-to-month Lease will be given within the first seven days of the month. Any notice by Tenant made after the first seven days of the month will be deemed to begin the following rental due date (first day of the following month).

4. Rent. The rent shall be paid in monthly installments according to the following agreed-upon payment schedule:

   First year of lease: April 1, 2019, through March 31, 2020, rent shall be due and payable in the amount of $2,104.77.

   Second year of lease: April 1, 2020, through March 31, 2021, rent shall be due and payable in the amount of $2,146.87.

   Third year of lease: April 1, 2021, through March 31, 2022, rent shall be due and payable in the amount of $2,189.81.

5. Right of Renewal. Both Tenant and Landlord reserve the right to negotiate the rent and other conditions of a renewal of this Lease when conditions for renewal are agreed upon in writing by both parties.
6. **Payment Location.** Rental payments shall be made by check or money order payable to Western Michigan University, and mailed to the Director of Business Services, 2080 Seibert Administration Building, Western Michigan University, Kalamazoo, MI 49008-5222.

7. **Notice.** Michigan law establishes rights and obligations for parties to rental agreements. This Lease may need to comply with the Truth in Renting Act, Act 454 of 1978, MCL § 554.631, et seq. If Tenant has questions about the interpretation or legality of provision of this Lease, Tenant may want to seek assistance from an attorney or other qualified person.

8. **Security Deposit.** No security deposit is required under the terms and conditions of this lease. Therefore, the sections of Act 348 of 1972, Landlord and Tenant Relationships, MCL § 554.601, et seq., relating to security deposits need not be complied with.

9. **Communications.** The address for receipt of all communications by Landlord, under the Truth in Renting Act, and, if applicable, the Landlord Tenant Relationships Act is the Director of Business Services, 2080 Seibert Administration Building, Western Michigan University, Kalamazoo, MI 49008-5222.

10. **Occupancy.** Tenant agrees that only persons who are specifically named above as Tenant shall occupy the described unit. No other person shall occupy the unit without advance written consent of the Landlord. It is expressly understood and agreed that for the purposes of this clause and this lease, only employees, members, and guests of Tenant may occupy this office. If Tenant fails to comply with the limitation of occupancy, this Lease and the occupancy of Tenant may at the option of the Landlord, its agents or assign, be terminated in the manner hereinafter set forth.

11. **Utilities.** Landlord shall pay the following utility services: heat, electricity, water, gas, and sewer. Telephone will be provided by means of direct rental agreement between the Tenant and the telephone provider, and as provided by Article 7 of the current WMU/AAUP Agreement.

12. **Custodial.** Tenant shall pay all custodial services.

13. **Late Fee.** Tenant expressly agrees to make payments of all monthly installments of rent on or before the dates designated herein. A late charge of $20.00 shall be imposed for all rental payments not received on or before the fifth day of each month. A service charge of $10.00 shall be imposed for each rental check returned for insufficient funds. These late fees are to be considered as liquidated amount representing Landlord’s damages on account of the late payment of rent. Tenant’s failure to immediately pay the aforementioned sums shall constitute Tenant in default hereunder.

14. **Heating System.** Landlord will maintain the heating system, including maintenance and repair.

**PART B – General Conditions**

1. **Permitted Uses.** Tenant shall not use or permit the premises, or any part thereof, to be used for any purpose other than that of a private office and meeting place consistent with its designation. The rental unit shall not be used for illegal purposes or any purpose that could bring disrepute or danger to the University, the building or its occupants.

2. **Holding Over.** Any holding over after the expiration of the term hereof, with or without the consent of the Landlord, may be construed to be a tenancy from month to month, at the rents hereinafter specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein
specified, so far as applicable.

3. **Default.** If any rental installment is not paid within fourteen days from due date, or if Tenant shall fail to remedy any other default of the provisions of this Lease within fourteen days after service of notice of such default, all of Tenant's rights under this Lease and all of Tenant's rights to possession of the leased premises shall thereupon be terminated. Landlord, its attorneys, successors, representatives and assigns shall be entitled to immediate possession of the leased premises, if the same can be obtained peaceably.

4. **Peaceful Enjoyment.** In return for Tenant's continued fulfillment of the terms and conditions of this Lease, Landlord covenants that Tenant may at all times which this Lease remains in effect, have and enjoy, for its sole use and benefit the property hereinabove described.

5. **Showing for Rental** Tenant hereby grants permission to Landlord to show the leased premises to new rental applicants at reasonable hours of the day, and upon reasonable prior notice, within forty-five days of the expiration of the term of this lease, or its renewal, whichever is later.

6. **Assignment and Subletting.** Tenant shall not assign this lease, or sublet the premises of any part thereof, without the prior written consent of Landlord. Landlord has no intention to allow the Tenant to sublease or assign any part of this Lease.

7. **Entry for Inspection, Repairs and Alterations.** Landlord shall have the right to enter the leased premises, for inspection and repair, at all reasonable hours and upon reasonable request.

8. ** Interruption of Service.** Interruption or failure of any utility service maintained in the Leased Premises, if due to causes beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any reduction in rent, and shall not constitute constructive eviction unless Landlord shall fail to take measures as may be reasonable in the circumstances to restore the service without undue delay.

9. **Destruction of Premises and Eminent Domain.** In the event the Leased Premises are totally destroyed or rendered untenable by fire, storm or earthquake, or other casualty caused by the negligence of Tenant, or if the same are taken by eminent domain, this Lease shall end from such time except for the purpose of enforcing rights Tenant may have then accrued hereunder. Rent shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction or taking of premises; tenant paying up to such date and Landlord refunding the rent collected beyond that date. Should part of the leased premises be destroyed or rendered untenable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, the rental shall abate as to that portion of the premises that are untenable in the proportion which the injured part bears to the whole Leased Premises. Such untenable part shall be restored by Landlord and chartered to Tenant as speedily as practical, after which the full rent shall recommence and the Lease will continue according to its terms.

10. **Covenants of Tenant.** Subject to Section A.2, above, Tenant for itself and it heirs, executors and administrators agrees as follows:

   (a) to pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligation on the part of the Landlord to make any demand for same;

   (b) to keep the premises in a clean and sanitary condition, and to comply with all laws, codes, health and insurance policy requirements with respect to said premises and appurtenances,
and to save Landlord harmless from all fines, penalties and costs for violations or non-compliances by Tenant with any of said laws, requirements or regulations, and from all liability arising out of any such violations or non-compliance;

(c) not to use premises for any purposes deemed hazardous by insurance companies carrying insurance thereon;

(d) that if any damage to the property shall be caused through acts or neglect by itself or its guests, Tenant will be responsible for the repair of such damage;

(e) to be responsible for all interior maintenance of every kind which cost does not exceed $750 for an individual repair item, excepting repair to the heating system.

11. **Covenants of Landlord:** Subject to Section A.2, above, Landlord assumes responsibility for repairs to the heating system and for major maintenance for an individual repair item, which cost exceeds $750.

(a) that remodeling, repair or modification of the leased premises will be done only with the approval of the Landlord;

(b) to be responsible for trash pickup and grounds maintenance, except for mowing the grass and snow removal; Landlord will mow the grass, remove snow, and salt ice;

(c) Landlord agrees to share responsibility of landscaping/grounds cleanup. Landscape Services (LS) will mow grass, weed whip and blow clippings. LS and tenant will monitor the annual and perennial beds for trash and weeds.

(d) not allow parking in the attached garage; and

(e) not use the fireplaces in the building.

12. **Costs Incurred by Default.** If Tenant defaults in making any payment required by this Lease, and the Landlord has obtained the services of any attorney with respect to the collection thereof, the Tenant covenants and agrees to pay the Landlord and all reasonable costs or fees involved, including attorney fees, insofar as the costs or fees are permitted by statute.

13. **Subordination.** This Lease shall be subordinate in respect to any mortgages that are now on or hereafter may be placed against Leased Premises, including any bonding or other indentures. The recording of such mortgage or mortgages shall have preference and precedence and shall be superior and prior in lien to this Lease, irrespective of the date of recording. Tenant agrees to execute any such instrument, without costs, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage or mortgages, bonds or bonded indebtedness. A refusal by Tenant to execute such instrument shall entitle Landlord or Landlord's assigns and legal representatives to cancel this Lease without incurring any expenses or damages, and the term hereby granted is expressly limited accordingly.

14. **Landlord's Agent.** Any action permitted or required by Landlord may be performed by Landlord’s agent, including execution of this Lease, and Tenant shall deal with the agent until instructed otherwise in writing by Landlord or agent. Landlord has appointed the Director of Business Services as its agent. Tenant understands that agent performs only as an agent for Landlord and that no contractual relationship exists between Tenant and agent.
15. **Assignment by Landlord.** Landlord may assign this Lease, and may pledge the rental receipts due hereunder.

16. **Notices.** Any notice to Tenant shall be deemed sufficient if addressed to the last-known address of Tenant.

17. **Fire and Casualty Insurance.** Tenant shall be responsible for obtaining a policy of fire and casualty insurance and protecting Tenant against loss or damage of or to his furnishings, equipment, and personal property in or on the premises. Tenant shall also be responsible for securing full liability insurance and property damage insurance, and shall provide a liability and property damage policy naming the University as also insured, with dollar amounts as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

   A certificate of insurance will be provided to Landlord upon request.

18. **Invalidity.** If any part hereof is contrary to, prohibited by, or deemed invalid under the laws of the State of Michigan, said provision shall be deemed inapplicable or omitted, but shall not invalidate the remaining provisions hereof.

19. **False Representations.** If any representations of Tenant prove to have been false or misleading in any material way when making application for this Lease, then the Landlord may declare the Lease void and may take possession of the premises by legal process.

20. **Taxes.** Tenant will be responsible for any personal or real property taxes assessed against the property. If such taxes are assessed, Tenant shall have an option to cancel this Lease on sixty (60) days' notice.

21. **Indemnification.** Tenant further agrees to indemnify, save and hold harmless the University, its employees or agents, the president of the University, and the Board of Trustees from any and all suits, claims, liability, damages, loss, costs, including attorney fees, and expenses of every kind and nature that may be asserted against or incurred by the University, its employees or agents, its president or the Board of Trustees by another or others, however, the same may be caused, resulting directly or indirectly from the Agreement. Without limiting the generality of the foregoing, Tenant's agreement to indemnify Landlord shall include injury or death to any person or persons and damage to any property, including that of the University for which Tenant has care, custody and control, except those suits, claims, liability, damages, loss, costs or expenses that resulted or result directly from the gross negligence or recklessness of the University, its employees, or agents.

22. **Animals.** Tenant shall not keep domestic or other animals in or about the leased premises without written consent of Landlord.

23. **Alterations, Additions or Improvements.** Tenant agrees not to make any alterations, additions, improvements or changes in the premises, interior or exterior or to the equipment and fixtures provided by Landlord without written consent of the Landlord.

24. **Locks.** Tenant may change locks at its discretion. No chain or safety lock shall be installed without advance written permission of the Landlord. The Landlord shall be given a pass key to all locks. Such key shall be in the possession of the WMU Department of Public Safety only.
25. **Garbage.** Garbage and trash Garbage and trash removal is the responsibility of the Tenant.

26. **Keep Premises Clean.** Tenant agrees to keep the premises clean and orderly to the reasonable satisfaction of the Landlord.

27. **Entrance, Passages and Stairways.** The entrance, passages, stairways, and exits shall not be obstructed by Tenant, agents, associates, employees or guests, nor used by them for any purposes other than ingress to or egress from the Leased Premises.

28. **Business Activities and Signs.** Tenant shall not carry on any business other than that contemplated by this Lease nor inscribe nor affix any signs, advertisement or notice of the outside of or inside of the building or demised premises, except with written consent of Landlord.

29. **Boarders, Lodgers, or Roomers.** Tenant shall not sell or give accommodations in the premises to any boarders, lodgers, or roomers.

30. **Payment for Damages.** Tenant shall reimburse Landlord for any damages to the premises or equipment therein during its tenancy, except for damages from causes beyond its control, or damages repaired by Tenant. Tenant shall pay on demand the amount of such damage. Landlord shall be entitled to all of the remedies provided in the Lease and by law for nonpayment of rent in the event Tenant fails to pay such damages.

31. **Reporting of Damage.** Tenant shall report to the Landlord at once any damage to water pipes, toilets, drains, or loss of any kind. Tenant shall not interfere in any manner with any part of the heating, lighting, refrigerating, or cooling apparatus in or about the demised premises or in or about the building containing same without the permission of the Landlord.

32. **Flammable Materials.** Tenant shall not use nor keep flammable materials on the premises or in storage rooms, nor use any method of heating other than that supplied by Landlord (e.g., no space heaters). At no time will Tenant use a stove and/or oven to heat the premises.

33. **Responsibility for Personal Property.** All personal property placed in the premises shall be at the risk of Tenant or owner of such personal property, and Landlord shall not be responsible for any damage to or theft of such personal property from any cause.

34. **Partial Rent Payments in Case of Default.** Tenant agrees that acceptance of partial rent payments by Landlord after notice of termination or forfeiture will not constitute waiver of the notice of forfeiture unless Landlord agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Landlord except to reduce Tenant's obligation to Landlord by the amount of such partial payment.

35. **Waiver of Default.** Landlord's waiver of any of Tenant's defaults or breaches of any covenant, duty, or other requirement under this Agreement shall not bar Landlord thereafter from requiring immediate performance by Tenant of the obligations of this Lease, nor shall Landlord be barred thereafter from immediate exercise of any of Landlord's rights or remedies in case of continuing or subsequent default or violation by Tenant.

36. **Personal Property Left by Tenant after Vacating.** Tenant releases Landlord from any and all liability for damages or loss of personal property left by Tenant after vacating the property. If Landlord stores the personal property, Tenant agrees to pay reasonable storage for recovery of the
property.

37. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

38. **Loss of Vehicles.** Landlord shall not be liable for any loss or damage whatsoever to any vehicle which Tenant, its agents or guests, may park in areas provided by Landlord.

39. **Parking.** Certain parking spaces are available behind the leased premises, but Landlord makes no warranties relating to these parking spaces.

40. **Breach of Lease.** Violation of any term of this Lease by Tenant may, at the discretion of Landlord, be considered a breach of the Lease, and Landlord may exercise all available options under the Lease or those available at law.

41. **Bottled Water:** Landlord agrees to reimburse up to $250 for bottled water for each year of the lease.

42. **Agreement Signatures.** All parties to this Agreement, signed this 6th day of June 2019, have read, and agree to abide by all rules and regulations listed herein. In consideration hereof, the undersigned hereby guarantee the faithful performance of the covenants and conditions of this Lease.

---

**Tenant**  
Western Michigan University Chapter of the American Association of University Professors  
By:  
Carol Weideman,  
WMU-AAUP President

**Landlord**  
Board of Trustees of Western Michigan University  
By:  
Michele L. Cole  
Manager, Business Services
PROPOSAL:  Series 2019 General Revenue Bonds

Background

We are presenting for your approval the resolution prepared by the University’s bond counsel, Miller Canfield, evidencing our intention to borrow funds on both a tax-exempt and taxable basis by issuing general revenue bonds. The bonds issued will not exceed the principal amount needed to produce proceeds of $95,000,000 to be used for new projects, capitalized interest and costs of issuance plus the amount necessary to accomplish the refunding of currently outstanding bonds if the refunding is deemed economical.

The bond proceeds will be used to finance a portion of the site development and construction costs for a new student center/bookstore/dining facility, Arcadia Flats apartment-style housing in the Hilltop Village and the paper/pilot plant equipment relocation.

If market conditions are favorable, a portion of this bond issue may be used to refund currently outstanding general revenue bonds. Current market conditions indicate that refunding certain bonds outstanding may provide an opportunity for the University to achieve present value savings.

We are also asking for your approval to secure our ability to have the President and Vice President for Business and Finance authorized to negotiate, execute and deliver on behalf of the Board the borrowing as recommended by bond counsel.

Recommended Action

It is recommended the Board approve the attached Resolution authorizing the issuance and delivery of the 2019 general revenue bonds, and providing for other matters relating thereto.
WHEREAS, the Board of Trustees of Western Michigan University (the “Board”) is a constitutional body corporate established pursuant to Article VIII, Section 6 of the Michigan Constitution of 1963, as amended, with general supervision of Western Michigan University (the “University”) and the control and direction of all expenditures from the University’s funds under Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963, as amended; and

WHEREAS, in the exercise of its constitutional duties and in order to properly serve the needs of students attending the University, the Board has determined that it is appropriate and in the best interests of the University to finance all or a portion of the costs of certain capital improvements of the University, as described in Exhibit A attached hereto (all of such capital improvements described in Exhibit A being collectively referred to herein as the “Projects”), with the proceeds of the General Revenue Bonds authorized hereby; and

WHEREAS, the Board has previously issued and has outstanding certain series of General Revenue Bonds payable from and secured by a lien on General Revenues (as hereinafter defined) (collectively, the “Prior Bonds”); and

WHEREAS, it may be appropriate and economic to refund all or portions of the outstanding Prior Bonds as shall be determined by an Authorized Officer (as hereinafter defined) (the portions of the Prior Bonds to be refunded, if any, as determined by an Authorized Officer, is referred to herein as the “Bonds to be Refunded”); and

WHEREAS, in the exercise of its constitutional duties, and in order to prudently control and direct expenditures from the University’s funds, the Board determines it is necessary and desirable to authorize the issuance of General Revenue Bonds of the Board, in one or more series (the “Bonds”), to be payable from and secured by a pledge of General Revenues, in order to provide funds that, together with other available funds, will be used to pay all or part of the costs of the Projects, all or part of the costs of refunding the Bonds to be Refunded, if any, and to pay costs incidental to the issuance of the Bonds and the refunding; and

WHEREAS, one or more trust indentures (collectively, the “Trust Indenture”) or loan agreements (collectively, the “Loan Agreement”) must be entered into by and between the Board and a trustee (the “Trustee”) or a direct placement lender, in either case to be designated by an Authorized Officer, pursuant to which the Bonds will be issued and secured; and

WHEREAS, it is necessary to authorize the Authorized Officers, or either of them individually, to negotiate the sale of the Bonds with an underwriter or group of underwriters to be selected by an Authorized Officer (collectively, the “Underwriter”) or with a direct placement lender to be selected by an Authorized Officer (the “Purchaser”), and to enter into one or more bond purchase agreements with the Underwriter or Purchaser (collectively, the “Bond Purchase Agreement”) setting forth the terms and conditions upon which the Underwriter or Purchaser will agree to purchase the Bonds and the interest rates thereof and the purchase price therefor, or, in the alternative, to select the Underwriter for all or any portion of any series of the Bonds and to
establish the terms for such Bonds through a competitive sale or bidding process pursuant to a Notice of Sale; and

WHEREAS, in order to be able to market the Bonds at the most opportune time, it is necessary for the Board to authorize the President and the Vice President for Business and Finance and Treasurer (each an “Authorized Officer”), or either of them individually, to negotiate the terms of and to execute and deliver on behalf of the Board the Trust Indenture or Loan Agreement, the Bond Purchase Agreement, one or more remarketing agreements with the Underwriter or other remarketing agent selected by an Authorized Officer (collectively, the “Remarketing Agreement”), and other related documents, to publish any Notice of Sale required for the sale of any portion of the Bonds, to establish the specific terms of the Bonds and to accept the offer of the Underwriter or Purchaser to purchase the Bonds, all within the limitations set forth herein; and

WHEREAS, the trust indentures authorizing the Prior Bonds create certain conditions for the issuance of additional obligations payable from and secured by a pledge of General Revenues on a parity basis with the Prior Bonds; and

WHEREAS, the Vice President for Business and Finance and Treasurer shall, on or prior to the date of delivery of the Bonds, certify that the conditions for issuing the Bonds, secured by General Revenues on a parity basis with the Prior Bonds, have been met; and

WHEREAS, the Board has full power under its constitutional authority for supervision of the University, and control and direction of expenditures from the University’s funds, to acquire, construct, furnish and equip the Projects, to refund the Bonds to be Refunded, if any, and to pay all or a portion of the costs of the Projects and the costs of the refunding by issuance of the Bonds, and to pledge General Revenues for payment of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, AS FOLLOWS:

1. The Board hereby approves the definition of the term “Projects” as set forth in Exhibit A attached hereto, and authorizes the Authorized Officers, or either of them individually, to select the portions of the Projects to be financed, in whole or in part, from the proceeds of the Bonds, and to fund, as appropriate, the remaining portion of the costs of the Projects from available funds of the University or other available funds. Subject to the Board’s policies regarding approval of capital projects, either Authorized Officer may subsequently approve additional components of the Projects and specify that such additional components shall be financed in whole or in part from the proceeds of the Bonds, upon which occurrence such components shall thereupon become components of the Projects hereunder. The Board further approves the refunding of all or any portion of the Prior Bonds, and authorizes the Authorized Officers, or either of them individually, to select the portion, if any, of the Prior Bonds to constitute the Bonds to be Refunded, in order to produce interest or other cost savings or a more favorable debt service structure, or to provide for more favorable terms or covenants, and to fund, if deemed appropriate, a portion of the costs of the refunding from available funds of the University and the balance of such costs from the proceeds of the Bonds, and to proceed with the refunding.

2. The Board hereby authorizes the issuance, execution and delivery of the Bonds of the Board, in one or more series, to be designated GENERAL REVENUE BONDS, with
appropriate series designations, in the aggregate original principal amount to be established by an Authorized Officer, but not to exceed the principal amount necessary to produce proceeds of NINETY-FIVE MILLION DOLLARS ($95,000,000) for the payment of the costs of the Projects and the costs of issuance of the Bonds, plus the amount, if any, necessary to accomplish the refunding of the Bonds to be Refunded and to pay costs related thereto, as determined by an Authorized Officer. The Bonds shall be dated as of the date or dates established by an Authorized Officer, and shall be issued for the purpose of providing funds which, together with other available funds, will be used to pay all or a portion of the costs of the Projects, including, if determined to be appropriate by an Authorized Officer, capitalized interest related to all or any portion of the Projects for a period specified by an Authorized Officer, to pay all or a portion of the costs of refunding the Bonds to be Refunded, if any, and to pay costs related to the issuance of the Bonds and the refunding, including the costs of bond insurance premiums, if an Authorized Officer determines such insurance to be appropriate. The Bonds shall be serial bonds or term bonds, which may be subject to redemption requirements, or both, as shall be established by an Authorized Officer, but the first maturity or mandatory redemption date shall be no earlier than November 1, 2019 and the last maturity shall be no later than December 31, 2050. The Bonds may be issued as federally tax-exempt bonds or as federally taxable bonds, or any combination thereof, as shall be determined by an Authorized Officer. The Bonds may bear interest at stated fixed rates for the respective maturities thereof as shall be established by an Authorized Officer, but the weighted average yield of the Bonds (computed using the stated coupon and the stated original offering price) shall not exceed 5.50% per annum for tax-exempt bonds and 8.00% per annum for taxable bonds, subject, in the case of Bonds sold to a Purchaser, to adjustments for increased costs of the Purchaser, rating changes and defaults and other specified factors, but in no event in excess of the lesser of 25% per annum, the maximum rate permitted by law or the maximum rate, if any, specified in the Trust Indenture or Loan Agreement. Alternatively, all or part of the Bonds may bear interest at a variable rate of interest, determined on the basis of an index or a spread to an index or through market procedures, or both, for all or a portion of their term, and the variable rate of interest shall not exceed the lesser of 25% per annum, the maximum rate permitted by law or the maximum rate, if any, specified in the Trust Indenture or Loan Agreement. The Bonds may be subject to redemption or call for purchase prior to maturity at the times and prices and in the manner as shall be established by an Authorized Officer, but no redemption premium shall exceed 3% of the principal amount being redeemed, unless the redemption price is based on a “make whole” formula, in which case the redemption premium shall not exceed 25% of the principal amount being redeemed. Interest on the Bonds shall be payable at such times as shall be specified by an Authorized Officer. The Bonds shall be issued in fully-registered form in the denominations, shall be payable as to principal and interest in the manner, shall be subject to transfer and exchange, and shall be executed and authenticated, and may be issued in book-entry-only form, all as shall be provided in the Trust Indenture or Loan Agreement. The Bonds shall be sold to the Underwriter or Purchaser for a price to be established by an Authorized Officer (but the Underwriter’s or Purchaser’s discount, exclusive of original issue discount, shall not exceed 1.50% of the principal amount thereof) plus accrued interest, if any, from the dated date of the Bonds to the date of delivery thereof.

Any or all of the Bonds may be made subject to tender for purchase at the option of the holder thereof or to mandatory tender for purchase. The obligation of the Board to purchase any Bonds subject to tender for purchase may be limited to the remarketing proceeds of such Bonds,
or may be made payable from General Revenues, from available cash reserves of the University, subject to such limitations as may be specified in the Trust Agreement or Loan Agreement, or from a letter of credit, line of credit, standby bond purchase agreement or other credit or liquidity device (the “Liquidity Device”), or any combination thereof, all as shall be determined by an Authorized Officer and provided for in the Trust Indenture or Loan Agreement. Any reimbursement obligation for draws under the Liquidity Device shall be a limited and not a general obligation of the Board, payable from, and may be secured by a pledge of, General Revenues. Either Authorized Officer is authorized to execute and deliver at any time, for and on behalf of the Board, any amendments to the Trust Indenture or Loan Agreement and any agreements or instruments with a party or parties selected by an Authorized Officer necessary to obtain, maintain, renew or replace, and provide for repayments under, any Liquidity Device deemed by such officer to be required for the purposes of this Resolution.

In relation to the debt service on all or any portion of the Bonds, either of the Authorized Officers may, at any time, on behalf of and as the act of the Board, enter into or modify an interest rate swap, cap, forward starting swap, option, swaption, rate lock or similar agreement or agreements (collectively, the “Swap Agreement”) with a counterparty or counterparties selected by the Authorized Officer. Such Swap Agreement shall provide for payments between the Board and the counterparty related to interest on all or a portion of the Bonds, at indexed or market established rates. If the Swap Agreement is entered into at approximately the same time as the issuance of the Bonds and is related to the Bonds, the expected effective interest rates on the Bonds to which the Swap Agreement relates, taking into account the effect of the Swap Agreement, shall be within the limitations set forth herein. Any Swap Agreement in the form of a forward starting swap, option, swaption or rate lock may, if the Bonds to which such agreement relates are not ultimately issued, be required to be terminated, which may result in termination payments due by the Board. Any such required termination payments and other costs of termination may be funded from available funds of the University or the proceeds of the Bonds or other indebtedness of the Board.

3. The Bonds, and the obligations of the Board under any Swap Agreement or Liquidity Device, if either or both is entered into, shall be limited and not general obligations of the Board, payable from and, except as provided below in this Section 3, secured by a lien on, the General Revenues of the Board (as shall be defined in the Trust Indenture or Loan Agreement in a manner generally consistent with the definition thereof contained in the trust indentures pursuant to which the Prior Bonds were issued). Except as otherwise determined by an Authorized Officer, as provided below in this Section 3, the lien on General Revenues securing the Bonds, the Swap Agreement, if any, and the Liquidity Device, if any, shall be on a parity basis with the liens on General Revenues securing the Prior Bonds and other previously issued obligations of the Board secured by a first lien on General Revenues. The Bonds, and the obligations of the Board under the Swap Agreement, if any, and the Liquidity Device, if any, may also be payable from and secured by a lien on moneys, securities or other investments from time to time on deposit in certain funds created pursuant to the Trust Indenture or Loan Agreement or agreements entered into in connection with the Swap Agreement or Liquidity Device.

No recourse shall be had for the payment of the principal amount of or interest or premium on the Bonds, or for the payment of any amounts owing under the Swap Agreement, if any, or the Liquidity Device, if any, or for any claim based thereon, against the State of Michigan, or any
member or agent of the Board (including, without limitation, any officer or employee of the University), as individuals, either directly or indirectly, nor, except as specifically provided in the Trust Indenture or Loan Agreement or the instruments entered into in connection with the Swap Agreement, if any, or the Liquidity Device, if any, against the Board, nor shall the Bonds and interest or premium with respect thereto, or any obligations of the Board in connection with the Swap Agreement, if any, or Liquidity Device, if any, become a lien on or be secured by any property, real, personal or mixed, of the State of Michigan or the Board, other than General Revenues and the moneys, securities or other investments from time to time on deposit in certain funds established as pledged pursuant to the Trust Indenture or Loan Agreement or pursuant to agreements entered into in connection with the Swap Agreement, if any, or the Liquidity Device, if any.

Any pledge of General Revenues, and funds specified in the Trust Indenture or Loan Agreement or in any agreements entered into in connection with the Swap Agreement, if any, or the Liquidity Device, if any, shall be valid and binding from the date of the issuance and delivery of the Bonds or such agreements, and all moneys or properties subject thereto that are thereafter received shall immediately be subject to the lien of the pledge without physical delivery or further act. The lien of said pledge shall be valid and binding against all parties (other than the holders of any other bonds, notes or other obligations secured by a parity first lien on General Revenues) having a claim in tort, contract or otherwise against the Board, irrespective of whether such parties have notice of the lien.

Notwithstanding anything herein to the contrary, any obligations of the Board under the Swap Agreement or any agreement with respect to the Liquidity Device may, if determined appropriate by an Authorized Officer, be payable and secured on a subordinated basis to the Bonds and other General Revenue obligations of the Board, or may be payable from General Revenues but be unsecured.

4. The right is reserved to issue additional bonds, notes or other obligations payable from General Revenues and secured on a parity or subordinated basis with the Bonds, the Prior Bonds and other obligations of the Board so secured by a lien on General Revenues, upon compliance with the terms and conditions therefor as shall be set forth in the Trust Indenture or Loan Agreement.

5. Either Authorized Officer is hereby authorized and directed, in the name and on behalf of the Board, and as its corporate act and deed, to select the Trustee, if any, and to negotiate the terms of and execute and deliver the Trust Indenture or Loan Agreement. The Trust Indenture or Loan Agreement may contain such covenants on behalf of the Board and terms as either Authorized Officer deems appropriate, including, but not limited to, covenants with respect to the establishment of General Revenues at levels expressed as a percentage of debt service on the Bonds or all General Revenue obligations of the Board, and with respect to the issuance of additional bonds, notes or other obligations payable from and secured by General Revenues. In addition, either Authorized Officer is hereby authorized, empowered and directed to negotiate, if deemed appropriate by an Authorized Officer in connection with the issuance of the Bonds, for the acquisition of bond insurance and to execute and deliver an insurance commitment or other documents or instruments required in connection with such insurance.
6. Either Authorized Officer is hereby authorized and directed, in the name and on behalf of the Board and as its corporate act and deed, to select the Underwriter or Purchaser and to negotiate, execute and deliver the Bond Purchase Agreement with the Underwriter or Purchaser setting forth the terms of the Bonds and the sale thereof, and containing such other covenants and agreements of the Board as may be required by the Underwriter or the Purchaser in connection therewith, in the forms as an Authorized Officer may approve, all within the limitations set forth herein. In the alternative, if determined appropriate by an Authorized Officer, selection of the Underwriter and setting of the terms for all or any portion of any series of the Bonds may be made through a competitive sale or bidding process, and either of the Authorized Officers is authorized to accept the winning bid or offer of the Underwriter for the purchase of the Bonds. Either Authorized Officer is hereby further authorized and directed, in the name and on behalf of the Board and as its corporate act and deed, to negotiate, execute and deliver the Remarketing Agreement, if any, with the Underwriter or other remarketing agent selected by the Authorized Officer.

7. Either Authorized Officer is hereby authorized, empowered and directed, in the name and on behalf of the Board, and as its corporate act and deed, to execute the Bonds by manual or facsimile signature, and to deliver the Bonds to the Underwriter or Purchaser in exchange for the purchase price therefor.

8. Either Authorized Officer is authorized to solicit ratings on the Bonds from any national rating services that the Authorized Officer deems appropriate and, if necessary, to cause the preparation of a Preliminary Official Statement and an Official Statement with respect to each series of the Bonds, to deem such official statements “final” in accordance with applicable law, and to execute and deliver the Official Statements. In the event that all or a portion of any series of the Bonds is to be sold by means of a competitive sale or bidding process, as provided in this Resolution, either Authorized Officer is authorized to prepare and publish or cause to be published, or otherwise distribute, in such manner as an Authorized Officer shall determine, a Notice of Sale for such Bonds. Either Authorized Officer, or the Underwriter or the University’s financial advisor, as appropriate, is authorized to circulate and use, in accordance with applicable law, the Notice of Sale, the Preliminary Official Statements and the Official Statements in connection with the offering, marketing and sale of the Bonds.

9. The President, the Vice President for Business and Finance and Treasurer, the Associate Vice President for Business and Finance and Assistant Treasurer, the Secretary to the Board, the General Counsel and any other appropriate officer or representative of the Board or the University are each hereby authorized to perform all acts and deeds and to execute and deliver for and on behalf of the Board all instruments and documents required by this Resolution, the Trust Indenture or Loan Agreement, the Remarketing Agreement, the Swap Agreement, the Liquidity Device, the Bond Purchase Agreement and the Notice of Sale, or necessary, expedient and proper in connection with the issuance, sale and delivery of the Bonds, as contemplated hereby, including, if deemed appropriate, one or more escrow deposit agreements with an escrow agent to be selected by an Authorized Officer as may be necessary to accomplish the refunding of the Bonds to be Refunded. Either Authorized Officer is authorized to designate and empower the escrow agent to subscribe for United States Treasury Securities – State and Local Government Series, on behalf of the Board, as may be necessary in connection with any refunding authorized hereby. Either Authorized Officer is further authorized to execute and deliver all instruments and documents for
and on behalf of the Board or the University required, necessary or appropriate for the ongoing administration or operation of the financing program represented by the Bonds, the Trust Indenture or Loan Agreement, the Remarketing Agreement, the Swap Agreement, the Liquidity Device and the Bond Purchase Agreement. Any action required under the Trust Indenture or Loan Agreement, the Remarketing Agreement, the Swap Agreement, the Liquidity Device, the Bond Purchase Agreement, the Notice of Sale or any other instrument related to the Bonds, may be taken by and on behalf of the Board by an Authorized Officer. Any reference to an officer of the Board or the University herein shall include any interim or acting officer appointed by the Board.

10. In accordance with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, the Board may be required in connection with the issuance of the Bonds to enter into one or more continuing disclosure undertakings for the benefit of the holders and beneficial owners of the Bonds. Either Authorized Officer is authorized to cause to be prepared and to execute and deliver, on behalf of the Board, the continuing disclosure undertakings.

11. Either Authorized Officer is hereby authorized and delegated the power to execute, on behalf of the Board, one or more declarations of intent to reimburse the University from Bond proceeds for any expenditures with respect to the Projects incurred prior to the issuance of the Bonds, and for future projects to be funded with the proceeds of future bond issues, all in accordance with U.S. Treasury Regulation § 1.150-2. Any and all actions of an Authorized officer previously taken in connection with the execution of such declarations of intent are hereby ratified and confirmed.

12. If deemed necessary by the University’s bond counsel, either Authorized Officer is authorized to arrange for the publication of a notice of and to conduct a public hearing with respect to the issuance of the Bonds, all in accordance with requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

13. Any resolutions or parts of resolutions or other proceedings of the Board in conflict herewith are hereby repealed insofar as such conflict exists.
EXHIBIT A

THE PROJECTS

The Projects, as that term is used in the Resolution to which this Exhibit A is attached, consists of the components described below:

<table>
<thead>
<tr>
<th>Project</th>
<th>Currently Estimated Costs to be Funded From Bond Proceeds*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Site development, construction, furnishing and equipping of a new student housing complex in the Hilltop Village to be known as Arcadia Flats.</td>
<td>$49,000,000</td>
</tr>
<tr>
<td>2. Demolition of McCracken Hall and subsequent site preparation for the construction of the new student center described in paragraph 3 below.</td>
<td>$2,120,000</td>
</tr>
<tr>
<td>3. Site completion, construction, furnishing and equipping of a new student center, including a new dining facility and bookstore.</td>
<td>$28,000,000</td>
</tr>
<tr>
<td>4. Renovation of the Paper Coating Pilot Plant to house equipment relocated from McCracken Hall.</td>
<td>$8,975,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$88,095,000</strong></td>
</tr>
</tbody>
</table>

*Exclusive of capitalized interest, if any, and bond issuance costs.
I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Trustees of Western Michigan University at a meeting held on June 26, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with all applicable law, and that the minutes of said meeting were kept and will be or have been made available as required by law.

I further certify as follows:

1. Present at the meeting were the following Board members:

   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

   Absent from the meeting were the following Board members:

   ________________________________________________________________

2. The following members of the Board voted for the adoption of the Resolution:

   ________________________________________________________________

   The following members of the Board voted against adoption of the Resolution:

   ________________________________________________________________

RESOLUTION DECLARED ADOPTED.

_________________________________
Secretary, Board of Trustees of
Western Michigan University
PROPOSAL: Master of Arts in the Practice of Teaching: Curriculum and Instruction

Background

The Graduate Studies Council of the Faculty Senate has approved changing the name of the Master of Arts in the Practice of Teaching: Curriculum and Instruction to the Master of Arts in Teaching, Learning, and Educational Studies: Curriculum and Instruction. This proposal is related to a proposal approved earlier this academic year to change the name of the Master of Arts in the Practice of Teaching to the Master of Arts in Teaching, Learning, and Educational Studies. The department assumed that the name change would automatically apply to all existing concentrations, but that is not the case. This proposal, along with the three accompanying proposals, complete the renaming of the existing program and all existing concentrations within the program assumed in the previous proposal. This proposal does not create any new programs or concentrations.

Recommended Action

Change the name of the Master of Arts in the Practice of Teaching: Curriculum and Instruction to the Master of Arts in Teaching, Learning, and Educational Studies: Curriculum and Instruction.
PROPOSAL: Master of Arts in the Practice of Teaching: Early Childhood Education

Background

The Graduate Studies Council of the Faculty Senate has approved changing the name of the Master of Arts in the Practice of Teaching: Early Childhood Education to the Master of Arts in Teaching, Learning, and Educational Studies: Early Childhood Education. This proposal is related to a proposal approved earlier this academic year to change the name of the Master of Arts in the Practice of Teaching to the Master of Arts in Teaching, Learning, and Educational Studies. The department assumed that the name change would automatically apply to all existing concentrations, but that is not the case. This proposal, along with the three accompanying proposals, complete the renaming of the existing program and all existing concentrations within the program assumed in the previous proposal. This proposal does not create any new programs or concentrations.

Recommended Action

Change the name of the Master of Arts in the Practice of Teaching: Early Childhood Education to the Master of Arts in Teaching, Learning, and Educational Studies: Early Childhood Education.
PROPOSAL: Master of Arts in the Practice of Teaching: Early Elementary Teaching

Background

The Graduate Studies Council of the Faculty Senate has approved changing the name of the Master of Arts in the Practice of Teaching: Early Elementary Teaching to the Master of Arts in Teaching, Learning, and Educational Studies: Early Elementary Teaching. This proposal is related to a proposal approved earlier this academic year to change the name of the Master of Arts in the Practice of Teaching to the Master of Arts in Teaching, Learning, and Educational Studies. The department assumed that the name change would automatically apply to all existing concentrations, but that is not the case. This proposal, along with the three accompanying proposals, complete the renaming of the existing program and all existing concentrations within the program assumed in the previous proposal. This proposal does not create any new programs or concentrations.

Recommended Action

Change the name of the Master of Arts in the Practice of Teaching: Early Elementary Teaching to the Master of Arts in Teaching, Learning, and Educational Studies: Early Elementary Teaching.
PROPOSAL: Master of Arts in the Practice of Teaching: Teacher Leader

Background

The Graduate Studies Council of the Faculty Senate has approved changing the name of the Master of Arts in the Practice of Teaching: Teacher Leader to the Master of Arts in Teaching, Learning, and Educational Studies: Teacher Leader. This proposal is related to a proposal approved earlier this academic year to change the name of the Master of Arts in the Practice of Teaching to the Master of Arts in Teaching, Learning, and Educational Studies. The department assumed that the name change would automatically apply to all existing concentrations, but that is not the case. This proposal, along with the three accompanying proposals, complete the renaming of the existing program and all existing concentrations within the program assumed in the previous proposal. This proposal does not create any new programs or concentrations.

Recommended Action

Change the name of the Master of Arts in the Practice of Teaching: Teacher Leader to the Master of Arts in Teaching, Learning, and Educational Studies: Teacher Leader.
PROPOSAL: Personnel Report

ACADEMIC
Appointments – Administrative
Christine Byrd-Jacobs; Interim Dean; The Graduate College; effective May 16, 2019 through June 30, 2020.

Steven Carr; Chair; Department of Computer Science: effective August 15, 2019 through June 30, 2022.

Linwood Cousins; Interim Director; School of Social Work; effective July 1, 2019 through July 31, 2019.

Vincent Desroches; Chair; Department of World Languages and Literatures; effective July 1, 2019 through June 30, 2022.

Cynthia Klekar; Director; School of Communication; effective July 1, 2019 through June 30, 2022.

Patrick Munley; Chair; Department of Counselor Education and Counseling Psychology; effective July 1, 2019 through June 30, 2022.

Susan Stapleton; Special Assistant to the Provost; Office of the Provost and Vice President for Academic Affairs; effective May 16, 2019 through June 30, 2020.

Nicolas Witschi; Chair; Department of English; effective July 1, 2019 through June 30, 2022.

Return to Faculty
Timothy McGrew; Professor; Department of Philosophy; effective July 1, 2019.

Appointments – Tenure Track
Jeremy Blair; Assistant Professor; Department of Dance; effective August 15, 2019.

Kyle Jehnzen; Faculty Specialist II – Lecturer; Department of Aviation Sciences; effective July 1, 2019.

Benjamin Koestler; Assistant Professor; Department of Biological Sciences; effective July 1, 2019.

David Lisker; Assistant Professor; School of Music; effective August 15, 2019.
**Appointments – Tenure Track - continued**
Daria Orlowska; Assistant Professor; University Libraries; effective July 8, 2019.

Kelsey Paschich; Assistant Professor; Department of Dance; effective August 15, 2019.

Abdus Salam; Assistant Professor; Department of Chemical and Paper Engineering; effective August 15, 2019.

Tiffany Schriever Bloom; Assistant Professor; Department of Biological Sciences with a joint appointment in the Institute of the Environment and Sustainability; effective August 15, 2019.

Brooke Smith; Instructor; Department of Psychology; effective August 15, 2019.

Frederick Stull; Assistant Professor; Department of Chemistry; effective August 15, 2019.

Laura Teichert; Assistant Professor; Department of Special Education and Literacy Studies; effective August 15, 2019.

Kyle Triplett; Assistant Professor; Frostic School of Art; effective August 15, 2019.

**Appointments – Term**
Jonathan Baker; Faculty Specialist I – Clinical Specialist; Department of Psychology; effective July 1, 2019 through June 30, 2020.

Daniel Briggs; Instructor; Department of Mathematics; effective August 15, 2019 through August 14, 2020.

Gerald Brooks; Faculty Specialist II – Counseling Specialist; Department of Counseling Services; effective June 1, 2019 through May 31, 2020.

Charles Bruce; Instructor; Department of Family and Consumer Sciences; effective August 15, 2019 through August 14, 2020.

Andrew Caruthers; Faculty Specialist I – Lecturer; Department of Geological and Environmental Sciences; effective August 15, 2019 through August 14, 2020.

Timothy Chapman; Faculty Specialist I – Lecturer; Department of Industrial and Entrepreneurial Engineering and Engineering Management; effective July 1, 2019 through June 30, 2020.

Richard Compton Jr; Faculty Specialist I – Aviation Specialist; Department of Aviation Sciences; effective July 1, 2019 through June 30, 2020.
Appointments – Term - continued

Meghan Cupka; Faculty Specialist II – Counseling Specialist; Department of Counseling Services; effective July 1, 2019 through June 30, 2020.

Wade Cutler; Faculty Specialist I – Lecturer; School of Communication; effective August 15, 2019 through August 14, 2020.

Juliana Espinosa; Assistant Professor; University Libraries; effective June 17, 2019 through June 16, 2020.

Katie Fitzgerald; Faculty Specialist I – Professional Specialist; School of Interdisciplinary Health Programs; effective August 15, 2019 through June 30, 2020.

Allison Fox; Faculty Specialist I – Clinical Specialist; Department of Occupational Therapy; effective August 15, 2019 through June 30, 2020.

Gina Garza-Kling; Instructor; Department of Mathematics; effective August 15, 2019 through August 14, 2020.

Robb Gillespie; Assistant Professor; Department of Geological and Environmental Sciences; effective August 15, 2019 through August 14, 2020.

Teresa Greenlees; Instructor; Department of Marketing; effective August 15, 2019 through August 14, 2020.

Dana Hammond; Faculty Specialist I – Lecturer; Department of Industrial and Entrepreneurial Engineering and Engineering Management; effective August 15, 2019 through August 14, 2020.

Britt Hartenberger; Faculty Specialist I – Lecturer; Institute of Intercultural and Anthropological Studies; effective August 15, 2019 through August 14, 2020.

M. Daniela Hernandez; Instructor; Department of Mathematics; effective August 15, 2019 through August 14, 2020.

Carol Hustoles; Faculty Specialist II – Lecturer; Department of Finance and Commercial Law; effective August 15, 2019 through August 14, 2020.

Beth Jarl; Faculty Specialist I – Lecturer; Department of Family and Consumer Sciences; effective August 15, 2019 through August 14, 2020.

Lindsay Jeffers; Faculty Specialist I – Lecturer; Department of Spanish; effective August 15, 2019 through August 14, 2020.
Appointments – Term - continued

Ian Kapenga; Faculty Specialist I – Lecturer; Department of Statistics; effective August 15, 2019 through August 14, 2020.

Joshua Koenig; Faculty Specialist I – Lecturer; Department of History; effective August 15, 2019 through August 14, 2020.

Edward Kudzia; Faculty Specialist I – Aviation Specialist; Department of Aviation Sciences; effective July 1, 2019 through June 30, 2020.

Michelle Machicek; Faculty Specialist I – Lecturer; Institute of Intercultural and Anthropological Studies; effective August 15, 2019 through August 14, 2020.

Kaitlin Marshall; Instructor; Department of Business Information Systems; effective August 15, 2019 through August 14, 2020.

Eugene McKay; Assistant Professor; School of Public Affairs and Administration; effective August 15, 2019 through August 14, 2020.

Carrie McKean; Faculty Specialist I – Lecturer; Department of Statistics; effective August 15, 2019 through August 14, 2020.

David Middleton; Master Faculty Specialist - Lecturer; Department of Engineering Design, Manufacturing and Management Systems; effective July 1, 2019 through June 30, 2020.

Daniel Renstrom; Instructor; School of Social Work; effective August 15, 2019 through August 14, 2020.

Amy Schreiner; Faculty Specialist I – Lecturer; Department of Blindness and Low Vision Studies; effective July 1, 2019 through May 14, 2020.

Mark Schreiner; Instructor; Department of Mathematics; effective August 15, 2019 through August 14, 2020.

Hilary Selznick; Faculty Specialist I – Lecturer; Department of English; effective August 15, 2019 through August 14, 2020.

Dolores Strom; Instructor; Department of Mathematics; effective August 15, 2019 through August 14, 2020.

Sherri Swinehart; Faculty Specialist I – Counseling Specialist; Department of Counseling Services; effective August 15, 2019 through May 14, 2020.
**Appointments – Term - continued**
Linda Thompson; Faculty Specialist II – Lecturer; Department of Educational Leadership, Research and Technology; effective August 15, 2019 through August 14, 2020.

Mark Varney; Faculty Specialist I – Professional Specialist; School of Social Work; effective August 15, 2019 through August 14, 2020.

Peter Voice; Faculty Specialist I – Lecturer; Department of Geological and Environmental Sciences; effective July 1, 2019 through June 30, 2020.

Jessica Wilson; Faculty Specialist I – Clinical Specialist; Department of Physician Assistant; effective July 1, 2019 through June 30, 2020.

Tracy Young; Faculty Specialist I – Clinical Specialist; Department of Occupational Therapy; effective July 1, 2019 through June 30, 2020.

**Grant/Contract Appointment**
George Kremer; Faculty Specialist I – Clinical Specialist; Department of Blindness and Low Vision Studies; effective July 1, 2019 through June 30, 2020.

Joseph Kuchenbuch; Faculty Specialist I – Clinical Specialist; Department of Physician Assistant; effective July 1, 2019 through June 30, 2020.

Dawn Robarge; Faculty Specialist I – Professional Specialist; Department of Blindness and Low Vision Studies; effective July 1, 2019 through June 30, 2020.

Janell Svinicki; Faculty Specialist I – Professional Specialist; Department of Blindness and Low Vision Studies; effective July 1, 2019 through June 30, 2020.

Cody Williams; Assistant Professor and Director of Science and Mathematics Program Improvement (SAMPI); Mallinson Institute for Science Education; effective July 1, 2019 through June 30, 2020.

**Sabbatical Leave**
Pavel Ikonomov; Associate Professor; Department of Engineering Design, Manufacturing and Management Systems; effective fall 2019 (change in date only)

**Leave of Absence**
Ala Al-Fuqaha; Professor; Department of Computer Science; effective August 15, 2019 through April 30, 2020.

Houssam Toutanji; Dean; College of Engineering and Applied Sciences; effective September 1, 2019 through August 14, 2020.
Change in Department Affiliation

Christopher Nagle; Associate Professor; from the Department of English to a joint appointment in the Department of English and the Department of Gender and Women’s Studies effective August 15, 2019.

Michael Nassaney; Professor; from the Department of Anthropology to the Department of History; effective August 15, 2019.

Jocelyn Steinke; Professor; from the School of Communication to a joint appointment in the School of Communication and the Department of Gender and Women’s Studies; effective August 15, 2019.

Bilinda Straight; Professor; from the Department of Anthropology to the Department of Gender and Women’s Studies; effective August 15, 2019.

Sandra Vamos; Associate Professor; from the Department of Human Performance and Health Education; College of Education and Human Development to the School of Interdisciplinary Health Programs; College of Health and Human Services; effective May 1, 2019.

Faculty Retirements with Emeriti Status

William Charland; Associate Professor Emeritus of Art; Frostic School of Art; effective May 14, 2020.

Linwood Cousins; Professor Emeritus of Social Work; School of Social Work; effective July 31, 2019 (change in date only).

Donald Gribbin; Professor Emeritus of Accountancy; Department of Accountancy; effective August 14, 2024.

Edward Harkness; Professor Emeritus of Art; Frostic School of Art; effective October 25, 2019.

Kathryn Hillenbrand; Master Faculty Specialist Emerita of Speech, Language and Hearing Sciences; Department of Speech, Language and Hearing Sciences; effective April 30, 2020.

Pairin Katerattanakul; Professor Emeritus of Business Information Systems; Department of Business Information Systems; effective September 1, 2020.

Gary Mathews; Professor Emeritus of Social Work; School of Social Work; effective June 30, 2020.

Daniel Morgan; Professor Emeritus of Special Education and Literacy Studies; Department of Special Education and Literacy Studies; effective August 31, 2019 (change in date only).
Faculty Retirements with Emeriti Status - continued
Susan Nelson; Master Faculty Specialist Emerita of Nursing; WMU Bronson School of Nursing; effective August 15, 2020.

Mary Peterson; Master Faculty Specialist Emerita of Speech, Language and Hearing Sciences; Department of Speech, Language and Hearing Sciences; effective December 31, 2019.

Lewis Pyenson; Professor Emeritus of History; Department of History; effective June 30, 2020 (change in date only).

Eve Salisbury; Professor Emerita of English; Department of English; effective June 30, 2019.

Rudolf Siebert; Professor Emeritus of Comparative Religion; Department of Comparative Religion; effective August 31, 2019.

Sally Sutkowi; Master Faculty Specialist Emerita of Nursing; WMU Bronson School of Nursing; effective August 20, 2021.

Robert Trenary; Associate Professor Emeritus of Computer Science; Department of Computer Science; effective April 30, 2020.

Karen Vocke; Associate Professor Emerita of English; Department of English; effective April 30, 2024.

Faculty Resignations
Jeremiah Downes; Assistant Professor; Department of Theatre; effective May 30, 2019.

Stephanie Lagalo; Faculty Specialist I – Clinical Specialist; School of Social Work; effective June 28, 2019.

Kimberly Searing; Master Faculty Specialist – Clinical Specialist; WMU Bronson School of Nursing; effective June 30, 2019.

NON-ACADEMIC

Administrative Appointments
Jeffrey Breneman; Vice President for Government Relations; Office of the Vice President for Government Relations; effective July 15, 2019.

Administrative Retirements
Sharon Glaser; Director, Family Engagement; Office of Family Engagement; effective June 15, 2019.
Retirements
Rhonda Alrick; Development Research Analyst; Office of Development and Alumni Relations; effective June 1, 2019.

Tanya Bellamy; Administrative Assistant Sr.; Lewis Walker Institute for the Study of Race and Ethnic Relations; effective July 1, 2019.

Jean Bowsky-Verschoof; Coordinator, Scheduling/Billing; Bernhard Center; effective August 1, 2019.

Kirk Dillery; Energy Systems Specialist; Facilities Management – Maintenance Services; effective July 1, 2019.

Joyce Dixon; Office Assistant Sr.; Office of Student Financial Aid; effective June 1, 2019.

Karen Ferrara; Administrative Assistant I; Burnham Dining Service; effective May 1, 2019.

Kathy Gerow; Administrative Assistant I; WMU Bronson School of Nursing; June 29, 2019.

Sylvia Horton; Administrative Assistant II; Facilities Management – Landscape Services; effective July 1, 2019.

Deborah Hughson; Administrative Assistant I; Bernhard Center Dining Services; effective August 1, 2019.

Patricia Knight; Administrative Assistant I; College of Health and Human Services; effective May 1, 2019.

Edward Maring; Appliance Repairperson; Facilities Management – Maintenance Services; effective June 8, 2019.

Todd Mossman; Systems Specialist Sr., HRMS; Office of Business and Finance – Information Technology; effective April 27, 2019.

Sheryl Romero; Utility Food Worker; Burnham Dining Service; effective August 1, 2019.

Michael Shelden; Physician, Occupational Health; Sindecuse Health Center; effective July 1, 2019.

Debra Stoyanoff; Administrative Assistant II; Institute of the Environment and Sustainability; effective June 15, 2019.

Steven Thomas; Assistant Director, Production Operations; Office of Information Technology; effective June 1, 2019.
PROPOSAL: New Western Michigan University Audit Committee Members

Background

The Western Michigan University (WMU) Audit Committee assists the WMU Board of Trustees (BOT) in fulfilling its oversight responsibilities relating to: (1) the integrity of the University’s financial statements, and internal control system (2) the external auditor’s qualifications and independence, (3) the performance of the University’s external auditors, (4) communication with and oversight of the University’s internal auditors, (5) matters involving compliance with Board policies, including conflict of interest; and other matters designated by the Chair of the Board, the President, Treasurer, or Assistant Treasurer.

Per the Committee’s Charter the WMU Audit Committee consists of at least three (3) members and no more than five (5) members. The committee can be comprised of current and/or emeriti trustees of the Board, current and/or former directors of the WMU Foundation, alumni of the University, or WMU community members that have some interest in WMU. Each committee member will be independent and have a basic understanding of finance and accounting, with the ability to read and understand fundamental financial statements. The members should also collectively possess sufficient knowledge of audit, finance, specific industry knowledge, IT, law, governance, risk, and control. Committee member additions are to be approved by the Board of Trustees.

The committee is currently comprised of three members and they would like to add two additional members to provide additional input and assist with the committee’s oversight responsibilities. Candidates were obtained from the Alumni Association, Development Office, from polling the BOT and from the Vice President for Business and Finance. Two candidates were selected by the WMU Audit Committee based on involvement with the WMU Foundation Audit Committee and/or their background and different perspectives they may add.

Recommended Action

It is recommended the Western Michigan University Board of Trustees approve Jim Sholl, Kellogg Company retired Vice President for Internal Audit and Compliance, and Kim Weishaar, Southwest Michigan First Managing Partner and Chief Financial Officer as the selected candidates for addition to the Western Michigan University Audit Committee.
PROPOSAL: Heritage Hall Liquor License Request

Background

Heritage Hall is a beautiful facility on Western’s campus. Since its opening, Heritage Hall has hosted numerous events. For those events at which alcohol service was appropriate it has relied on one of the University’s 12 annually allotted one-day liquor licenses.

The University has been pursuing a dedicated liquor license for Heritage Hall for some time. At the end of the legislative session in 2018, the legislature approved a liquor license for Heritage Hall for use at regularly scheduled events. As part of the license approval process, the Liquor Control Commission has requested that the University secure approval from the Board.

Consistent with the legislation and with the license that will be issued, alcohol will only be served at scheduled events and alcohol will not be served to casual patrons. The service of alcohol will be done only by properly trained individuals and will otherwise be served in accordance with the policies and procedures of the University.

Recommend Action

It is recommended the Board of Trustees approve and endorse the University’s application for a liquor license for Heritage Hall.
PROPOSAL: Western Michigan University Board of Trustees Meeting Dates 2020

Background

The following dates have been vetted through the University Calendar, Religious Holiday Observances, Executive Leadership, and Trustee availability.

Thursday, January 23rd, Heritage Hall
Thursday, March 12th, (Possible Offsite Location)
Thursday, April 23rd, Heritage Hall
Thursday, June 25th, Bernhard Center
Thursday, September 17th, Bernhard Center
Thursday, November 5th, Heritage Hall
Thursday, December 10th, Bernhard Center

Recommended Action

It is recommended the Board approve the proposed Board of Trustee meeting dates for 2020.
PROPOSAL: Operating Cash Accounts

*Additional materials can be obtained through the Board of Trustees Office.
PROPOSAL:  Annuity and Life Income Funds

*Additional materials can be obtained through the Board of Trustees Office.