

SETTLEMENT AGREEMENT

Michael Rosen ("Plaintiff"), Wynset Condominium Association ("Association"), Jim Bonnallie, Lyle Caillouette, Joanne McShane, Beth Ross, Megan Saunders, Bob Wohl, and Mary Valade-Levin, all of whom when referred to together shall be referred to as the "Parties", hereby enter into this Settlement Agreement ("Settlement Agreement"), effective as of 10/25/2018, 2018.

A. Plaintiff filed a lawsuit captioned *Michael Rosen v Wynset Condominium Association, Jim Bonnallie, Lyle Caillouette, Joanne McShane, Beth Ross, Megan Saunders, Bob Wohl, and Mary Valade-Levin*, Case No. GC18C0719-GC, currently pending in the 47th District Court in Farmington Hills, MI, in which the Association was named as Defendant (the "Action").

B. The Parties have agreed to compromise in order to avoid the costs of litigation, with no Party admitting the validity of any claim or defense;

The Parties have agreed to resolve their dispute as follows:

1. **DISMISSAL WITH PREJUDICE AND WITHOUT COSTS.** Plaintiff shall, simultaneous with execution of this Settlement Agreement, execute a dismissal of the Action with prejudice and with all parties bearing their own attorney's fees and costs. Upon receipt of the signed Settlement Agreement and Dismissal, the Association (through its counsel) shall cause the dismissal of the Action to be filed in the 47th District Court.

2. **REGULAR ASSESSMENTS.** The Parties agree that the Association shall calculate regular assessments for all common expenses and expenses of administration and expenses required for the proper operation, management and maintenance of the Condominium (other than the amount referenced below in Paragraph 3) by percentage of value, in accordance with Article Seventh-C of the Master Deed, as amended, and Article II, Section 3 of the Wynset Condominium Amended and Restated Bylaws, subject to any amendment of the Master Deed or Condominium Bylaws approved by the co-owners in accordance with the Michigan Condominium Act. Any duly adopted amendment to the Master Deed or Bylaws shall control without regard to this Settlement Agreement and this Settlement Agreement shall not limit any rights of the Association or its co-owners to amend the Master Deed, Bylaws or any other provision of the Wynset Condominium Documents.

3. **CABLE ASSESSMENT.** The Parties agree that the expense of providing expanded basic cable service is the one and only common expense or expense of administration that may or will be assessed on a per-unit rate, subject to any amendment of the Master Deed or Condominium Bylaws approved by the co-owners in accordance with the Michigan Condominium Act. Any duly adopted amendment to the Master Deed or Bylaws shall control without regard to this Settlement Agreement and this Settlement Agreement shall not limit any rights of the Association or its co-owners to amend the Master Deed, Bylaws or any other provision of the Wynset Condominium Documents.

a. The cable expense will be clearly delineated and differentiated from the other common expenses and/or expenses administration on the income side of the Association's ledger and in all budget documents distributed to Co-owners.

- b. The cable expense from Spectrum is \$21,516 per year, and will be assessed per-unit, at \$32.60 per month. This reflects the amount current paid under the Spectrum contract and the Association reserves the right to modify the amount based upon any change in the amount charged by Spectrum. In any event, the amount charged by the Association will reflect the actual expenses incurred and will not exceed the amount which is paid to Spectrum for service. If Spectrum does modify the amount charged the Association will make updated invoices reflecting the modified amount available to co-owners upon request.

4. **UTILITY SURCHARGE.** The parties agree that no “utility surcharge” will appear in the 2019 budget calculations or documents or any future budget. This is subject to any amendment of the Master Deed or Condominium Bylaws approved by the co-owners in accordance with the Michigan Condominium Act and does not limit the Association’s ability to assess amounts as authorized by the Condominium Documents. The Association will make reasonable efforts to identify and specify the nature of any authorized utility charges which are included in the budget rather than labeling it as a “utility surcharge” should they be included in accordance with the Condominium Documents. The Master Deed or Bylaws, including any amendment, shall control and this Settlement Agreement shall not limit any rights of the Association or its co-owners to amend the Master Deed, Bylaws or any other provision of the Wynset Condominium Documents in accordance with the Michigan Condominium Act.

5. **RELEASE BY PLAINTIFF.** Plaintiff, on behalf of himself and any of his past, present, and future agents, insurance carriers, attorneys, representatives, predecessors, affiliated companies, servants, successors and assigns, (collectively the “Plaintiff’s Releasors”) do hereby fully and forever release, acquit, and discharge the Association, on behalf of itself and any of its past, present, and future officers, directors, Co-owners, employees, shareholders, agents (including any managing agent), insurance carriers, attorneys, subsidiaries, divisions, related companies, representatives, predecessors, affiliated companies, servants, successors and assigns (collectively, the “Association Releasees”) of, from, and against all legal and equitable claims, demands, actions, causes of action, appeals, suits, damages, expenses, claims of unpaid commissions, obligations, costs, debts, expenses, covenants, promises, charges, claims for breach of written contract, claims for breach of oral contract, statutory, legal, contractual, and/or common law claims for commissions, unjust enrichment, quantum meruit, accounting, claims for return of property, compensatory damages, exemplary damages, statutory damages, attorneys’ fees, assessments, agreements, and liabilities, now existing or which may hereafter accrue by reason of any act existing in relation to this Settlement Agreement or Plaintiff’s ownership of a Unit within the Wynset Condominium, whether known or unknown, suspected or unsuspected, and whether founded in fact or in law, of whatsoever kind, nature or description whatsoever, without limitation, from the beginning of time and through the Effective Date of the Settlement Agreement. The Plaintiff’s Releasors represent and warrant they have not transferred or assigned any claim of or against the Association to any third party. The Plaintiff’s Releasors agree that this Settlement Agreement is fair and reasonable.

6. **MERGER AND INTEGRATION CLAUSE.** The Parties agree that this Settlement Agreement is the full and final expression of the terms of their agreement. No other oral or written terms or commitments exist between the Parties, other than the condominium master deed and by-laws, which will remain and can not be modified by this agreement.

7. **MODIFICATIONS.** This Settlement Agreement shall not be modified except by a writing signed by all Parties.
8. **ASSIGNMENT.** The rights under this Settlement Agreement may not be assigned or transferred without the written consent of all Parties and the Parties acknowledge that such rights have not been assigned.
9. **HEADINGS.** The headings of the various paragraphs and sections of this Settlement Agreement are for convenience purposes only and are not intended to be construed as substantive.
10. **JURISDICTION AND CHOICE OF LAW.** This Settlement Agreement shall be interpreted under the laws of the State of Michigan, without regard to any conflict of laws principles.
11. **CONSTRUCTION.** The Parties acknowledge that they have read this Settlement Agreement in full and have had the opportunity to consult with independent legal counsel before signing it. All Parties reviewed and participated in settling the terms of this Settlement Agreement and agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Settlement Agreement, as all Parties jointly contributed to its drafting.
12. **SEVERABILITY.** The invalidity or unenforceability of any provision in this Settlement Agreement shall not affect the validity or enforceability of any other provision in this Settlement Agreement, which shall and which are intended by the Parties to remain in full force and effect.
13. **AUTHORITY TO BIND.** The undersigned signatories warrant and represent that they have the authority to execute this Settlement Agreement on behalf of themselves or the entities they represent, as the case may be.
14. **VOLUNTARY EXECUTION.** Each of the Parties acknowledges that it has carefully read this Settlement Agreement, knows the contents thereof, and understands the same, and signs this Settlement Agreement as its voluntary act. Each of the Parties acknowledges that it has not been induced to enter into this Settlement Agreement and has not executed this Settlement Agreement in reliance upon any promises, representations, warranties or statements not specifically set forth herein or expressly incorporated by reference. Each of the Parties represents that it has entered into this Agreement free of any duress, intimidation, or inducement.
15. **ONE DOCUMENT AND COUNTERPARTS.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Copies of signatures transmitted via fax, email, or transfer of image file such as PDF shall be deemed to be originals.
16. **VIOLATIONS OF THE AGREEMENT.** In the event the matter needs to be re-opened in a competent court of law, the parties agree that the costs of litigation, including attorney fees will be borne by the party who does not prevail.
17. **PLAINTIFF'S ACCOUNT.** The Parties agree there are no charges for late fees, penalties or administrative fees appearing on Plaintiff's account as of the date of this Agreement and the Plaintiff's account is current through October 31, 2018. Plaintiff agrees to pay \$32.60 per

month in addition to his regularly scheduled \$245/month payment for the rest of 2018 assuming there are no substantive changes to the regular assessment regime. The Parties acknowledge that any missed or late payments subsequent to the date of this Agreement may be subject to late fees or other administrative fees as authorized by the Condominium Documents.

18. SETTLEMENT PAYMENT. Plaintiff shall receive a one-time credit for \$200.00 as a full and final settlement of this matter. This Settlement Payment is not an admission of liability on behalf of any Party to this Agreement.

[signatures follow on next page]

**19. I HAVE READ THIS SETTLEMENT AGREEMENT AND UNDERSTAND ALL
OF ITS TERMS AND AGREE TO ABIDE BY ITS TERMS.**

MICHAEL ROSEN

Dated: October 19, 2018

Signed: m Rosen

WYNSET CONDOMINIUM ASSOCIATION

Dated: 10/22, 2018

Signed: James Bonnellie

Printed Name: JAMES BONNALLIE

Its (title): PRESIDENT

JIM BONNALLIE

Dated: OCT. 19, 2018

Signed: Jim Bonnellie

LYLE CALLOUETTE

Dated: October 19, 2018

Signed: Lyle Callorette

JOANNE McSHANE

Dated: October 23, 2018

Signed: Joanne McShane

BETH ROSS

Dated: October 19, 2018

Signed: Beth A. Ross

MEGAN SAUNDERS

Dated: 10-19-, 2018

Signed: Megan Saunders

BOB WOHL

Dated: 10/22, 2018

Signed: Robert Wohl

MARY VALADE-LEVIN

Dated: October 22, 2018

Signed: Mary Valade Levin