

1998 OCT 15 P 4:05

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX
LIENS or TITLES held by the state or any
individual against the within description,
and all TAXES are same as paid for five
years previous to the date of this instrument
or appear on the records in this
office except as stated. *BE 1710*

Diane H. Hardy
10/13/98 Diane H. Hardy, Treasurer
Sec. 185 Act 266, 1833 as Amended
78-55 Taxes not examined
HOMESTEAD DENIALS NOT EXAMINED

MASTER DEED
CEDAR RIDGE SITE CONDOMINIUM
CONDOMINIUM PLAN NO. 155

THIS MASTER DEED is made and executed on this 6th day of October, 1998, by HOWELL BUILDING & DEVELOPMENT, INC., a Michigan Corporation, hereinafter referred to as "Developer", whose address is 9340 Peer Road, South Lyon, Michigan 48178, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

W I T N E S S E T H:

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit "A", the Condominium Subdivision Plan attached hereto as Exhibit "B" and the Articles of Incorporation of the CEDAR RIDGE SITE CONDOMINIUM ASSOCIATION attached hereto as Exhibit "C" (which are hereby incorporated 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 residential Condominium under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish CEDAR RIDGE SITE CONDOMINIUM as a Condominium under the Act and does declare that CEDAR RIDGE SITE CONDOMINIUM (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 matter 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, Bylaws and the Exhibits attached hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

Tax Parcel No. 16-23-200-061

EXHIBIT "C"

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU
CORPORATION DIVISION

**ARTICLES OF INCORPORATION OF CEDAR RIDGE CONDOMINIUM
HOMEOWNERS ASSOCIATION**

These articles of incorporation are signed by the incorporator to form a Nonprofit Corporation under Michigan's Nonprofit Corporation Act, MCLA 450.2101 et seq., MSA 21.197(101) et seq.

ARTICLE I

The name of the corporation is CEDAR RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION.

ARTICLE II

The purposes for which the corporation is formed are to provide an entity pursuant to the Michigan Condominium Act, MCLA 559.101 et seq., MSA 26.50(101) et seq., for the operation of condominium property in Livingston County, Michigan, and, in furtherance of this operation,

1. To maintain, operate, and manage the common elements and improvements;
2. To levy and collect assessments from members to defray the costs, expenses, and losses of the condominium;
3. To employ personnel, to contract for the maintenance, administration, and management of the condominium, and to delegate necessary powers and duties to such personnel;
4. To purchase insurance on the common elements of the condominium and to collect and allocate the proceeds;
5. To make and enforce reasonable rules and regulations concerning the use of the condominium property in furtherance of the master deed and bylaws;
6. To authorize and approve the signing of contracts, deeds, and easements affecting the common elements; and
7. In general, to carry on any other business in connection with these purposes, with all the powers conferred on nonprofit corporations by Michigan law.

Article II - continued

All funds and the titles to all properties acquired by the corporation and their proceeds shall be held in trust for the members in accordance with the provisions of the bylaws of the association.

ARTICLE III

The address of the registered office is 9340 Peer Road, South Lyon, Michigan 48178.

The mailing address of the registered office is 9340 Peer Road, South Lyon, Michigan 48178.

The name of the resident agent at the registered office is Dan C. Howell.

ARTICLE IV

The corporation is organized on a non-stock basis. The corporation has no real property or personal property and the value of its assets is "none".

The corporation is to be financed by the assessment of members to defray the costs and expenses incurred by the Condominium Association.

ARTICLE V

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Residence or Business Address</u>
Richard A. Heikkinen	110 North Michigan Avenue Howell Michigan 48843

ARTICLE VI

The name and address of the member of the first board of directors is as follows:

<u>Name</u>	<u>Residence or Business Address</u>
Dan C. Howell	9340 Peer Road South Lyon, Michigan 48178

ARTICLE VII

The term of the corporation shall be perpetual.

ARTICLE VIII

The corporation is organized on a membership basis, and each co-owner of record of a unit in the condominium, including the developer until all units have been sold, shall be a member of the corporation. Membership shall not be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance of a unit. The directors named in these articles shall also be members of the corporation until their successors have been elected and qualified.

Each member of the corporation shall be entitled to one vote, the value and the manner of exercise of which are to be determined in accordance with the bylaws of the corporation.

ARTICLE IX

Any action required or permitted by the Michigan Non-Profit Corporation Act to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote if the number of members with the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote were present and voted consent to the action in writing. Prompt notice of the taking of corporate action without a meeting by less than unanimous consent shall be given to members who have not consented in writing.

ARTICLE X

No contract or other transaction between this corporation and any other corporation, firm, or association shall be subject to cancellation (other than as provided by MCLA 559.101 et seq., MSA 26.50(101) et seq.) because one or more of the directors or officers of the corporation are interested in or are directors or officers of the other corporation, firm, or association. Any individual director or officer may be a party to or may be interested in any contract or transaction of the corporation. However, the contract or other transaction must be fair and reasonable to the corporation when it is authorized, approved, or ratified, and the individual must disclose the material facts about the relationship or interest to the board or committee before it authorizes, approves, or ratifies the contract or transaction by a sufficient vote that does not include the vote of the interested director or officer. Any person who becomes a director or an officer of the corporation is relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of that person or any firm, association, or corporation in which the person is otherwise interested in as stated in this article.

ARTICLE XI

The members of the board shall be volunteer directors within the meaning of 1987 PA 170 (codified as amended in scattered sections of MCLA Chapter 450). A volunteer director shall not be personally liable to the corporation or to its members for monetary damages for a breach of the director's fiduciary duty arising under applicable law. However, this article shall not eliminate or limit the liability of a director for any of the following:

1. A breach of the director's duty of loyalty to the corporation or its members.
2. Acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law.
3. A violation of MCLA 450.2551(1), MSA 21.197(551)(1).
4. A transaction from which the director derived an improper personal benefit.
5. An act or omission that is grossly negligent.
6. An act or omission occurring before this document is filed.

A volunteer director shall be personally liable for monetary damages for a breach of fiduciary duty as a director to the corporation and its members to the extent stated in this article. Any repeal or modification of this article shall not adversely affect any right or protection of any volunteer director regarding any acts or omissions occurring before the repeal or modification.

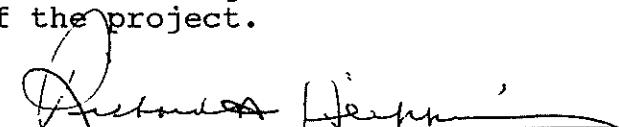
ARTICLE XII

These articles may be amended only by an affirmative vote of at least two-thirds of the entire membership of the corporation. No amendment may change the qualifications for membership or the voting rights of members without the unanimous consent of the membership.

ARTICLE XIII

If the existence of the corporation is terminated for any reason, all assets of the corporation remaining after the payment of obligations imposed by applicable law shall be distributed among the members of the corporation according to each member's interest in the common elements of the project.

Dated: September 23, 1998


Richard A. Heikkinen
Incorporator

(1) Name of Person or Organization Remitting Fees:

THE HEIKKINEN LAW FIRM, P.C.

(2) Preparer's Name and Business Telephone Number:

Richard A. Heikkinen
(517) 546-1434

(3) Return Document To:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

D I S C L O S U R E S T A T E M E N T

CEDAR RIDGE SITE CONDOMINIUM

**Green Oak Township, Livingston County
State of Michigan**

CEDAR RIDGE SITE CONDOMINIUM is a residential site condominium project planned to contain thirty-one (31) single family building sites, each of which constitutes a condominium unit. The Developer has obtained from Green Oak Township approval of the plan of development including the Master Deed, Bylaws and Site Plan. The Condominium Act requires that the development be completed within six years of the date of the recording of the initial Master Deed.

**THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE
MASTER DEED, THE CONDOMINIUM BUYERS HANDBOOK OR OTHER APPLICABLE
LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO
FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND
RESPONSIBILITIES RELATING THERETO.**

**IT IS RECOMMENDED THAT PROFESSIONAL LEGAL ASSISTANCE BE
SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.**

Effective Date: October 14, 1998

**DISCLOSURE STATEMENT
CEDAR RIDGE SITE CONDOMINIUM**

I. Introduction

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the "Condominium Act").

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the Project, are furnished to each purchaser pursuant to the requirement of Michigan law that the Developer of a Condominium Project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II. The Condominium Concept

A. General. A Site Condominium is a method of subdividing and describing real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the Condominium Documents or as otherwise may be applicable to the property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his Unit, an individual interest in the common facilities ("Common Elements") which comprise the Project. Title to the Common Elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the Common Elements is determined by the percentage of value assigned to his Unit in the Master Deed. Each of the Units in this development has been assigned an equal percentage of value.

All portions of the Project not included within the various Units constitute the Common Elements. Limited Common Elements are those Common Elements which may be set aside for use by less than all Unit owners. General Common Elements are all Common Elements other than Limited Common Elements. The General Common Elements are described in Section 1 of Article IV of the Master Deed and the Limited Common Elements are described in Section 2 of Article IV of the Master Deed.

The project is administered by CEDAR RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the Project is established, real property taxes are levied individually against each Unit in the Project. The separate taxes cover the Unit and its proportionate share of the Common Elements.

B. Condominium Building Sites. CEDAR RIDGE SITE CONDOMINIUM is different from other residential condominium projects because the condominium units in this Project consist of only the individual building sites, and the Common Elements do not include the residences and other improvements to be constructed on the sites or appurtenant to the sites as Limited Common Elements. Each condominium unit consists only of the land included within the boundaries of the condominium unit. In the more common form of residential condominium project, the units consist of the air space enclosed within each of the residence units, and the Common Elements include the exterior structural components of the residences. In CEDAR RIDGE SITE CONDOMINIUM, each owner holds an absolute and undivided title to his/her Unit and to the Residence and other improvements located thereon (to the extent such improvements are not designated in the Master Deed as Common Elements). Each owner in this Project also will be responsible for maintaining fire and extended coverage insurance on his/her Unit and the residence and other improvements located thereon and appurtenant thereto, as well as personal property, liability and other personal insurance coverage. The Association will maintain liability insurance coverage only for occurrences on the Common Elements and otherwise as is specified in the Condominium Documents and deemed necessary and appropriate by the Association.

C. Other Information. Although the foregoing is generally accurate as applied to CEDAR RIDGE SITE CONDOMINIUM, the details concerning any particular subject may vary substantially. Accordingly, each purchaser is urged to carefully review all of the documents contained in the CEDAR RIDGE SITE CONDOMINIUM Purchaser Information Booklet as well as any other documents that have been delivered to the purchaser in connection with CEDAR RIDGE SITE CONDOMINIUM. Any purchaser having questions pertaining to the legal aspects of the Project is advised to consult his/her own lawyer or other professional advisor.

III. Description of the Condominium Project.

A. Size, Scope and Physical Characteristics of the Project. CEDAR RIDGE SITE CONDOMINIUM is comprised of thirty-one (31) residential Units, each of which consists of a building site as delineated on the Condominium Subdivision Plan, and upon which may be constructed a residence and related improvements.

B. Utilities. CEDAR RIDGE SITE CONDOMINIUM is served by electric, cable television, telephone and natural gas service. All the Units shall be served by individual wells and septic disposal systems to be installed and maintained by the co-owners individually. All utility services will be individually metered to each residence and will be the responsibility of the owner. Electricity is furnished by Detroit Edison Company, telephone service is provided by Ameritech, natural gas by Consumers Energy and cable television service is provided by Horizon Cablevision, Inc. The costs of connection, maintaining, repairing and replacing the utility leads (i.e., from the main to

the point of entry to each residence) shall be the responsibility of the owner of each residence. Trash removal from each Unit will be the responsibility of the Co-owner. The utility services designated on Exhibit "B" to the Master Deed as "must be built improvements" have either been constructed or security for completion of the improvements satisfactory to the Escrow Agent, American Title Company, has been deposited with the Escrow Agent.

C. Roads. The roads within the Project named Woodpine Drive and Cedar View Lane are private roads. The Association will be responsible for repair, maintenance and replacement of the roads and the Storm Water Drainage System. The road and the associated storm water drainage system designated on Exhibit "B" to the Master Deed as "must be built improvements" have either been constructed or security for completion of the improvements satisfactory to the Escrow Agent has been deposited with the Escrow Agent or delivered to Green Oak Township.

D. Water Wells and Sewage Disposal Systems. Each Co-owner of a Unit is required, before occupancy of a dwelling to be constructed on a Unit to install a water well and septic disposal system. Permits shall be obtained from the Livingston County Health Department and the water wells and septic disposal system must be installed in accordance with the restrictions set forth in the Bylaws.

E. Reserved Rights of Developer.

(1) Sole Right to Approve/Construct Improvements. No residence or other improvement may be constructed in the Project until the Developer has approved the contractor and the plans and specifications for the residence or other improvement. The exterior appearance of any residence or improvement constructed in the Project may not be altered without the Developer's consent.

(2) Right to Amend. The Developer has reserved the right to amend the Master Deed and its exhibits without approval from owners and mortgages for the purpose of correcting errors and for any other purpose so long as the amendment would not materially change the rights of an owner or mortgagee. Further, during the development period the Master Deed cannot be amended by the Association of Co-owners without the Developer's approval.

(3) Easements. The Developer has reserved such easements over the Condominium Project (including all Units and Common Elements) as may be required to perform any of the Developer's maintenance, repair, decoration or replacement obligations.

(4) Expansion of Condominium. The Condominium may be expanded by the Developer over lands described in Article VII of the Master Deed. If the Condominium is expanded the percentage of value assigned to the Units will change and the

roads within the Condominium will be used for ingress and egress by all the Co-owners of Units in both Phases of the development.

(5) General. In the Condominium Documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the Project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation of the Board of Directors of the Association.

IV. Legal Documentation

A. General. CEDAR RIDGE SITE CONDOMINIUM was established as a Condominium Project pursuant to the Master Deed recorded in the Livingston County records and contained in the CEDAR RIDGE SITE CONDOMINIUM Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit "A", the Condominium Subdivision Plan as Exhibit "B", the Articles of Incorporation of CEDAR RIDGE SITE CONDOMINIUM HOMEOWNERS ASSOCIATION as Exhibit "C".

B. Master Deed. The Master Deed contains the definitions of certain terms used in the Condominium Documents, the percentage of value assigned to each Unit in the Condominium Project, a general description of the Units and General and Limited Common Elements included in the Project and a statement regarding the relative responsibilities for maintaining the residences and other improvements and the Common Elements in the Project.

C. Condominium Bylaws. The Bylaws, Exhibit "A", contain provisions regulating building and use restrictions and other provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the Condominium Project. At the present time no rules and regulations other than as set forth in the Master Deed and Bylaws have been adopted by the Board of Directors of the Association.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan, Exhibit "B", is a two dimensional survey depicting the physical location and boundaries of each of the Units and all of the Common Elements in the Project.

V. The Developer

A. Howell Building and Development, Inc., is the developers of the Project. This project is the third single family residential project undertaken by the said developer. Dan Howell is the president of the corporation and is in charge of the construction of the improvements to the site.

B. Legal Proceedings Involving the Condominium Project. The Developer is not aware of any pending judicial or administrative proceedings involving the Condominium Project or the Developers.

VI. Operation and Management of the Condominium Project

A. The Condominium Association. The responsibility for management and maintenance of the Project is vested in the CEDAR RIDGE SITE CONDOMINIUM HOMEOWNERS ASSOCIATION, which has been incorporated as a Michigan nonprofit corporation. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer. The Association has been formed and it is responsible for the management of the condominium.

B. Percentages of Value. The percentage of value of each Unit in CEDAR RIDGE SITE CONDOMINIUM is equal. The percentage of value assigned to each Unit determines, among other things, the value of each co-owner's vote and his proportionate share of regular and special Association assessments. If the condominium is expanded the percentage of value assigned to each unit will change.

C. Project Finances.

(1) Budget. Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the Project. The initial budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the Project, and includes a reserve for replacement of major Common Element components of the Project. Since the budget must necessarily be prepared in advance, it reflects estimates of expenses. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to serve the Condominium Project change in cost in the future, the budget may be amended. The current budget of the Association has been attached as an Appendix to this Disclosure Statement.

(2) Assessments. Each owner of a Unit, other than the Developer, must contribute to the Association to defray expenses of administration. Assessments are based upon the percentage of value assigned to each Unit. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2(b) of the Bylaws. The Developer's obligation for contributing to expenses of administration of the Project is set forth in Article II, Section 7 of the Bylaws.

(3) Other Possible Liabilities. Each purchaser is advised of the possible liability of each Unit owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that unit and which have become due prior to foreclosure. These unpaid assessments are common expenses which are collectable from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

D. Condominium Association Management Contract. No Management Contract has been entered into with a management agent for the Project at this time, but it is expected that the management of the Project will be handled by the Developer. Section 55 of the Condominium Act allows the Condominium Association to void a Management Contract with the Developer or its affiliates to the extent it extends more than one year beyond the date that control of the Condominium Association is turned over to its members.

E. Insurance.

(1) Title Insurance. The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by a title insurance company at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The title insurance company for the Project, until changed by the Developer, is American Title Company of Livingston. The cost of the owner's commitment and policy is to be paid by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) Oil, Gas and Rights. The Developer has excepted and reserved all of the oil and gas in, under and that may be produced from the lands described in Article II.

(3) Other Insurance. The Condominium documents require that the Association carry fire and extended coverage, vandalism and malicious mischief and liability insurance and worker's compensation insurance, if applicable, with respect to all of the Common Elements of the Project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's prorata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. Upon request, a copy of the Certificate of Insurance with respect to the Condominium Project will be furnished to each owner upon closing the sale of his Unit.

Each owner is responsible for obtaining homeowners insurance coverage with respect to the residence and other improvements constructed on his Unit, including the contents thereof, and other appurtenances thereto, and for liability for injury within his Unit and the improvements thereon and upon Limited Common Elements assigned to his Unit, if any.

The Association should periodically review all insurance coverage to be assured of its continued adequacy and each owner should do the same with respect to his personal insurance.

F. Restrictions on Ownership, Occupancy and Use.

Article VI of the Bylaws sets forth restrictions upon the construction, ownership, maintenance, occupancy and use of a Unit in the Condominium Project. It is impossible to paraphrase these restrictions without risking the omission of some provision that may be of significance to a Purchaser. Consequently, each Purchaser should examine the restrictions with care to be sure that they do not infringe upon an important uses intended by the Purchaser.

VII. Rights and Obligations as Between Developer and Owners

A. Before Closing. The respective obligations of the Developer and the Purchaser of a condominium unit in the Project prior to closing are set forth in the Purchase Agreement and the Escrow Agreement. Those documents contain, among other provisions, the provisions relating to the disposition of earnest money deposits advanced by the purchaser prior to closing and the anticipated closing adjustments, and should be closely examined by all purchasers. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in escrow are not to be released to Developer until conveyance of title to a purchaser and either (a) confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete or (b) sufficient funds or other security is held by the title company to complete the "must be built" improvements. The only improvements labeled "must be built" on the Condominium Subdivision Plan are the street, drainage and utility lines.

B. At Closing. Each Purchaser (other than a land contract purchaser) will receive conveyance by warranty deed of fee simple title to his Unit, subject to no liens or encumbrances other than as described in the Condominium Documents and title insurance policy and those other easements and restrictions that are specifically set forth in the Condominium Documents and the purchase agreement for the Unit.

C. After Closing.

(1) General. Subsequent to the purchase of the Unit, relations between the Developer and the Co-owners are governed by the Master Deed, Bylaws and the Condominium Act, except to the extent that any provisions of the Purchase Agreement are intended to survive the closing.

(2) Condominium Project Warranties. The Seller is warranting only that certain utility lines have been or will be installed by the utility companies within the utility easements depicted on Exhibit "B" to the Master Deed to serve the units and that, upon payment of normal governmental fees, purchaser will be entitled to issuance of a building permit to construct an approved residence on his/her unit. The Developer warrants that the road providing access to the units will be constructed in a good and workmanlike manner.

VIII. Purpose of Disclosure Statement

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the Project. Each Purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a Unit. By accepting title to a Unit in the Condominium Project, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. Many of the terms used herein are defined in the Condominium Act or the Master Deed of the Project.

The Michigan Department of Commerce publishes The Condominium Buyers Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained in/or omitted from The Condominium Buyers Handbook.

The description of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various Condominium Documents. Each purchaser is encouraged to review the Master Deed and other instruments contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Commerce, legal phrases, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purpose of the Disclosure Statement and rules of the Michigan Department of Commerce.

A P P E N D I X I

**CEDAR RIDGE SITE CONDOMINIUM
PROPOSED ANNUAL BUDGET**

The following budget is made by the Developer regarding the common expenses which will most likely be incurred by the Association of Co-owners in the first year of its operation and is based upon estimates as projected and identified below.

Landscaping and Mowing	\$ 1,800.00
Road Maintenance & Snow Plowing	1,500.00
Administrative:	
Insurance	1,200.00
Accounting, Legal, Miscellaneous	500.00
Reserves:	
Replacement and deferred maintenance reserves	2,440.00
TOTAL ANNUAL BUDGET	\$ 7,440.00

Therefore, based upon the above estimates, the monthly assessment which each Co-owner would pay per unit would be approximately \$240.00 annually.

* The insurance estimate includes liability insurance.

** The reserve for major repair and replacement of common elements is based upon an estimate of approximately 10% of the total.

All of the above amounts can be adjusted as the Association of Co-owners deems appropriate. They are shown here merely as the Developer's best estimate for the first year of operation. There are no other fees, payments or services which are paid or furnished directly or indirectly by the Developer, which would later become an expense of administration although the Association of Co-owners could decide or determine other expenditures are necessary.

RESOLUTION

"RESOLVE: that the vote results of the Co-owners at the Special Election held on February 28, 2006 to amend Section 9 of Article VI are certified by the Board of Directors of Cedar Ridge Condominium Homeowners Association as approved and the amendment to the bylaw is duly adopted as follows:

Section 9. of Article VI of the Amended Bylaws of Cedar Ridge Site Condominium is further amended as follows:

Section 9. Garages/Outbuildings. All garages shall be attached to a residence and shall have only side or rear entrances. No carports shall be constructed on any units. The garage area shall be at least 480 sq. ft. in size. No outbuildings shall be constructed or erected except as follows. A co-owner who has complied with the requirements of Section 18 of this Article (underground swimming pools, Jacuzzis and hot tubs) may be approved for a fully enclosed cabana/changing area structure provided the co-owner satisfies all of the following:

- (a) the Architectural Control Committee approves the construction of the structure on the Unit;
- (b) the structure is constructed behind the rear building line, and in the case of an underground swimming pool, have only one ingress/egress door located inside the swimming pool fence perimeter; and
- (c) the construction plans and materials for the structure are, in the opinion of the Architectural Control Committee, harmonious with the single family residence construction on the Unit.

In all respects, other than as modified and supplemented by this Second Amendment, the original Bylaws of Cedar Ridge Site Condominium, as amended, remain in force and effect.

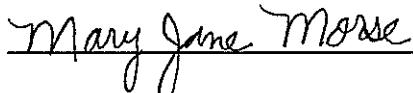
BE IT FURTHER RESOLVED that the Secretary of the Association shall transmit a copy of this Resolution to all the Co-owners of the Association and to the attorney for the Corporation for recording with the Livingston County Register of Deeds".



(Irvin L. Morse, Jr. – President)

3/7/2006

Date



(Mary Jane Morse – Secretary)

3-7-06

Date

RECORDED

2006 APR -6 P 4:41

SALLY REYNOLDS
 REGISTER OF DEEDS
 LIVINGSTON COUNTY, MI
 48843

BPA

**AFFIDAVIT ATTESTING TO AMENDMENT OF BYLAWS OF
 CEDAR RIDGE SITE CONOMDINIUM (SECOND AMENDMENT)**

STATE OF MICHIGAN }
 COUNTY OF LIVINGSTON }
 }ss:
 134

KENNETH E. BURCHFIELD being first duly sworn upon oath states as follows:

1. That I am a licensed attorney in the state of Michigan with my principal place of business located at c/o Burchfield, Park & Pollesch, P.C., 225 E. Grand River, Suite 203, Brighton, Michigan 48116.
2. That I am the corporate counsel for Cedar Ridge Condominium Homeowners Association, a Michigan non-profit corporation.
3. That I have been directed by the Secretary of the Association to prepare and record a Resolution adopted by the Board of Directors of Cedar Ridge Condominium Homeowners Association amending Section 9 of Article VI of the Amended Bylaws of Cedar Ridge Site Condominium, the original Resolution being attached to this Affidavit and dated March 7, 2006.

Cedar Ridge Site Condominium is designated as Livingston County Condominium Subdivision Plan No. 155 located in Section 23, T1N-R6E, Green Oak Township, Livingston County, Michigan according to the Master Deed thereof, recorded on October 15, 1998 in Liber 2444, Pages 0499-0571, Livingston County Records and subdividing and regulating the real property described as:

Part of the West ½ of Section 23, T1N-R6E, Green Oak Township, Livingston County, Michigan being described as follows: Commencing at the North ¼ Corner of said Section 23, thence along the North-South ¼ line of said Section 23 and centerline of Ruston Road, S 00°06'45" W, a distance of 2325.36 feet to the Point of Beginning of the Parcel to be described; thence S 89°37'59" E, a distance of 189.52 feet; thence N 00°06'45" E, a distance of 169.31 feet; thence S 89°53'08" E, a distance of 1141.67 feet; thence S 00°12'53" W, a distance of 493.31 feet; thence S 00°01'46" E, a distance of 651.32 feet; thence S 89°59'45" W, a distance of 1089.18 feet; thence N 00°14'19" E, a distance of 235.45 feet; thence S 89°45'41" E, a distance of 391.12 feet; thence N 00°01'46" W, a distance of 125.00 feet; thence N 89°45'41" W, a distance of 229.62 feet; thence N 00°11'41" E, a distance of 216.50 feet; thence N 89°45'41" W, a distance of 185.00 feet; thence N 00°11'41" E, a distance of 305.50 feet; thence 89°37'59" W, a distance of 220.28 feet; thence along the centerline of Ruston Road and North-South ¼ line of said Section 23, N 00°06'45" E, a distance of 125.00 feet to the Point of Beginning and containing 26.511 acres, more or less. Subject to the rights of the public over the existing Rushton Road (66 foot wide) and any other easements or restrictions of record.

That the attached Resolution is the Second Amendment to the Bylaws of Cedar Ridge Site Condominium and became effective as of March 7, 2006.

Further, affiant says no more.

In the presence of:


 Lori A. Stankiewicz

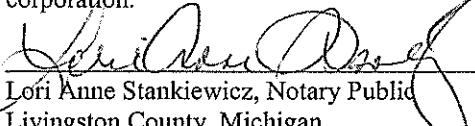
 Terilee A. Sokol



KENNETH E. BURCHFIELD, Attorney at law
 Burchfield, Park & Pollesch, P.C., Corporate Counsel for
 Cedar Ridge Homeowners Association, a Michigan non-profit
 corporation

STATE OF MICHIGAN)
 COUNTY OF LIVINGSTON)ss.
)

The foregoing instrument was acknowledged before me this 3rd day of April, 2006 by Kenneth E. Burchfield, Attorney at law, of Burchfield, Park & Pollesch, P.C., corporate counsel for Cedar Ridge Homeowners Association, a Michigan non-profit corporation.


 Lori Anne Stankiewicz, Notary Public
 Livingston County, Michigan
 Acting in Livingston County, Michigan
 My Commission Expires: 01/11/2007

When recorded return to:
 Kenneth E. Burchfield (P23312)
 Attorney at Law
 Burchfield, Park & Pollesch, P.C.
 225 E. Grand River, Suite 203
 Brighton, Michigan 48116
 (810) 227-3100

APR 06 2006

LIBER 2780 PAGE 0377

RECORDED

2000 JUN 13 1A 10:47

NANCY HAVILAND
 REGISTER OF DEEDS
 LIVINGSTON COUNTY, MI.
 46943

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
 I hereby certify that there are no TAX
 LIENS or TITLES held by the state or any
 individual against the within described,
 and all TAXES are shown as paid for the
 years previous to the date of this instrument
 or appear on the records in this
 office except as stated. 3987

6-13-00 *Diane H. Hardy*
 Diane H. Hardy, Treasurer
 Sec. 155 Act 206, 1998 as Amended
 Taxes not examined

HOMESTEAD DENIALS NOT EXAMINED

FIRST AMENDMENT TO CEDAR RIDGE CONDOMINIUM PLAN NO. 155
 MASTER DEED

THIS AMENDMENT to the MASTER DEED of CEDAR RIDGE SITE CONDOMINIUM is executed on the 30th day of March, 2000, by HOWELL BUILDING & DEVELOPMENT, INC., a Michigan corporation, with offices located at 9340 Peer Road, South Lyon, Michigan 48178 and is made in accordance with the Condominium Act, that is, Act 59 of the Public Acts of 1978, as amended.

W I T N E S S E T H:

This Amendment is made for the purposes of (a) expanding the condominium pursuant to Article VII of the Master Deed and (b) amending certain sections of Article VI of the Bylaw of Cedar Ridge Condominium Plan No. 155 as recorded on October 15, 1998 in Liber 2444 pages 0499-0571, Livingston County Records.

FURTHER, the Developer desires by recording this First Amendment to Cedar Ridge Site Condominium Plan No. 155 Master Deed, together with Replat No. 1 of the Condominium Subdivision Plan, attached hereto at Exhibit "B", to establish the real property described herewith, together with the improvements located and to be located thereon, and the appurtenances thereto, as Cedar Ridge Site Condominium Subdivision Plan No. 155, a residential Condominium under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the First Amendment of Cedar Ridge Site Condominium as depicted in Exhibit "B", as an expansion of the CEDAR RIDGE Condominium Plan No. 155 under the Condominium Act and does declare that the Replat No. 1 of the Cedar Ridge Site Condominium (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 matter utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restriction, uses, limitations and affirmative obligations set forth in the Master Deed recorded at Liber 2444, pages 0499-0571 and this First Amendment to the Cedar Ridge Site Condominium Plan No. 155 Master Deed and Exhibit "B" attached

LBBR2780 PAGE0378

hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, their successors, personal representatives, heirs and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

By execution and recording of this document the said Master Deed is amended as follows:

ARTICLE II
LEGAL DESCRIPTION

The land that is added to the Condominium established by this First Amendment to the Master Deed is particularly described as follows:

Part of the Southeast 1/4 of Section 23, T1N-R6E, Green Oak Township, Livingston County, Michigan being described as follows: Commencing at the South 1/4 corner of said Section 23, thence along the North-South 1/4 line of said Section 23 and centerline of Rushton Road North 00*11'41" East, a distance of 1962.16 feet; thence North 89*59'45" East, a distance of 247.42 feet to the point of beginning of the parcel to be described; thence North 00*14'19" East, a distance of 235.45 feet; thence South 89*45'41" East, a distance of 1088.09 feet; thence South 00*01'46" East, 230.77 feet; thence South 89*59'45" West, a distance of 1089.18 feet to the point of beginning and containing 5.83 acres, more or less. Subject to any other easements or restrictions of record, if any. (Symbol * = degrees)

The description of the total land area including the foregoing lands is as follows:

Part of the West 1/2 of Section 23, T1N, R6E, Green Oak Township, Livingston County, Michigan being described as follows: Commencing at the North 1/4 Corner of said Section 23, thence along the North-South 1/4 line of said Section 23 and centerline of Rushton Road, S 00*06'45" W, a distance of 2325.36 feet to the Point of Beginning of the Parcel to be described; thence S 89*37'59" E, a distance of 189.52 feet; thence N 00*06'45" E, a distance of 169.31 feet; thence S 89*53'08" E, a distance of 1141.67 feet; thence S 00*12'53" W, a distance of 493.31 feet; thence S 00*01'46" E, a distance of 681.32 feet; thence S 89*59'45" W, a distance of 1089.18 feet; thence N 00*14'19" E, a distance of 235.45 feet; thence S 89*45'41" E, a distance of 391.12 feet; thence N 00*01'46" W, a distance of 125.00 feet; thence N 89*45'41" W, a distance of 229.62 feet; thence N 00*11'41" E, a distance of 216.50 feet; thence N 89*45'41" W, a distance of 185.00 feet; thence N 00*11'41" E, a distance of 305.50 feet; thence N 89*37'59" W, a distance of 220.28 feet;

LIBER 2780 PAGE 0379

thence along the centerline of Rushton Road and North-South 1/4 line of said Section 23, N 00°06'45" E, a distance of 125 feet to the Point of Beginning and containing 28.511 acres, more or less. Subject to the rights of the public over the existing Rushton Road (66 foot wide) and any other easements or restrictions of record. (Symbol * = degrees)

ARTICLE V
UNIT DESCRIPTION, PERCENTAGE OF VALUE,
AND DEVELOPMENT BY PHASE

The following sections modify and replace Section 1 and Section 2 as previously set forth in the recorded Master Deed.

Section 1. Description of Units. Each Unit in the Condominium Project is described in Exhibit "B" of the Condominium Subdivision Plan of Cedar Ridge Site Condominium and the Replat No. 1 attached to the First Amendment. There are Thirty-One (31) Units created for residential uses in the Condominium Project established by the initial Master Deed recorded at Liber 2444 pages 0499-0571, Livingston County Records. There are Seven (7) additional Units created for residential uses in the expansion of the Condominium Project established by this FIRST AMENDMENT TO CEDAR RIDGE SITE CONDOMINIUM PLAN NO. 155 MASTER DEED.

Each Unit shall consist of the space located within horizontal and vertical Unit boundaries as delineated on Exhibit "B" to the recorded Master Deed and on Replat No. 1 (Exhibit "B") attached hereto together with all appurtenances thereto.

The areas of Units 13 and 14 have been increased by elimination of a part of the cul-de-sac. The utility easements, however, remain in the same location as depicted on Exhibit "B" to the Master Deed recorded at Liber 2444, pages 0499-0571.

Section 2. Percentage Of Value. The total value of the Project is 100%. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the Project which would affect maintenance costs and concluding that there are not material differences. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, 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. Accordingly, the percentage of value assigned to each single family residential Unit Numbers 1 through 38 shall be equal.

2780 PAGE 0380

ARTICLE VII
EXPANSION OF CONDOMINIUM

THE FOLLOWING SECTION REPLACES SECTION 1 OF THE RECORDED MASTER DEED.

Section 1. Expansion of Condominium.

(a) Area of Future Development. By the recording of this First Amendment to Cedar Ridge Site Condominium Plan No. 155 Master Deed the entire area now authorized for development in Green Oak Township has been incorporated into the Condominium.

ARTICLE VIII
AMENDMENT

The following section is added.

Section 8 Revisions. The Exhibit "B" drawings to the Master Deed recorded at Liber 2444, pages 0499-0571 and Exhibit "B" drawings are amended and are modified, replaced or supplemented by the following described amendments to Exhibit "B" that are attached to this Amendment as follows:

Page 1 - Cover Sheet
Page 2 - Survey Plan
Page 3 - Site and Utility Plan

In all respects, other than as modified and supplemented by the First Amendment, the terms of the original Master Deed of Cedar Ridge Site Condominium remain in force and effect.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to the Master Deed of Cedar Ridge Site Condominium Plan No. 155 on the day and year first written above.

WITNESSES:

Richard A. Heikkinen
Richard A. Heikkinen

HOWELL BUILDING & DEVELOPMENT,
INC.

By: Dan C. Howell
DAN C. HOWELL
Its President

Nancy A. Bogardus
Nancy A. Bogardus

Liber 2780 PAGE 0381

STATE OF MICHIGAN

] ss
]

COUNTY OF LIVINGSTON

The foregoing instrument was acknowledged before me this
30th day of March, 2000, by Dan C. Howell, President of Howell
 Building & Development, Inc., a Michigan Corporation, on behalf
 of the corporation.

Richard A. Heikkinen
 Richard A. Heikkinen
 Notary Public
 Livingston County, Michigan
 My commission expires: 10/24/2001

The First Replat of to Cedar Ridge Site Condominium Plan No. 155 Master Deed was reviewed by Green Oak Township and approved for the purpose of determining compliance with applicable Township ordinances and consistency between the Master Deed as amended and Exhibit "B". The approval does not absolve the Developer, the Association of Co-owners and the individual Co-owners from compliance with applicable codes and regulations.

WITNESSES:

Sharon Guastella
 Sharon Guastella

Karen S. Losacco
 Karen S. Losacco

TOWNSHIP OF GREEN OAK

By: JAN M. PLAS
 JAN M. PLAS
 Its Supervisor

By: MARLYNE J. MCKIM
 MARLYNE J. MCKIM
 Its Clerk

STATE OF MICHIGAN]
 COUNTY OF LIVINGSTON] ss

The foregoing instrument was acknowledged before me this
3rd day of March, 2000, by Jan M. Plas, Supervisor and Marlyne J. McKim, Clerk of Green Oak Township with full authority to do so.

Elizabeth A. Campbell
 Notary Public
 Livingston County, Michigan
 My commission expires: 7-1-03

ELIZABETH ANN CAMPBELL
 Notary Public, Livingston County, MI
 My Commission Expires July 1, 2003

Liber 2780 PAGE 0382

The First National Bank in Howell of 101 East Grand River Avenue, Howell, Michigan 48843, does consent to the terms of the First Amendment to Cedar Ridge Site Condominium Plan No. 155 Master Deed.

WITNESSES:

Richard A. Heikkinen
Richard A. Heikkinen

Nancy A. Bogardus
Nancy A. Bogardus

FIRST NATIONAL BANK IN HOWELL

By: Dennis P. Gehringer
DENNIS P. GEHRINGER
Its Vice President

STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 30th day of March, 2000, by Dennis P. Gehringer, Vice President of 1st National Bank in Howell, a Michigan Banking Corporation, on behalf of the Corporation.

Richard A. Heikkinen
Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

Liber 2780 PAGE 0383

The undersigned does hereby consent to the recording with the Livingston County Register of Deeds of the First Amendment to Cedar Ridge Site Condominium Plan No. 155 Master Deed.

WITNESSES:

Tania Yampierre
Tania Yampierre

Ronald W. Carvener
RONALD W. CARVENER

Lorraine C. Ariko
Lorraine C. Ariko

STATE OF FLORIDA]
] ss
COUNTY OF Orange]

The foregoing instrument was acknowledged before me this 11
day of February, 2000, by Ronald W. Carvener, a single man.

Lisa Lee
Notary Public
Orange County, Florida
My commission expires: 9-22-2003



Drafted By and Return To:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

LIBER 2780 PAGE 0384

EXHIBIT "A"

**BYLAWS OF CEDAR RIDGE SITE CONDOMINIUM
(FIRST AMENDMENT)**

By execution and recording of this document the Exhibit "A" Bylaws of Cedar Ridge Site Condominium are amended as follows:

**ARTICLE VI
RESTRICTIONS**

THE FOLLOWING SECTION REPLACES SECTION 7 OF THE RECORDED BYLAWS.

Section 7. Health Department Restrictions. Each dwelling constructed upon a Unit shall be served by a water well. All wells shall be drilled by a licensed well driller in accordance with the requirements of the Livingston County Health Department. Each Co-owner shall be responsible for the installation, maintenance and repair of on-site well for his/her respective unit. Each dwelling constructed upon a Unit shall be served by an on site sewage disposal system. Each Co-owner shall be responsible for the installation, maintenance and repair of the sewage disposal system for his/her respective unit.

(a) No unit shall be used for other than a single family dwelling.

(b) There shall be no future subdividing of any building units which would utilize individual onsite sewage disposal and/or water supply systems.

(c) The Cedar Ridge Site Condominium was approved on September 30, 1998 for 31 individual units as described in Advantage Civil Engineering site plan Job #97261 dated December 16, 1997. The first replat of Cedar Ridge Site Condominium added 7 units to the condominium. The additional 7 units are described and depicted in the Advantage Civil Engineering Site Plan Job #99706 dated June 7, 1999. The wells and septic shall be located in the exact area as indicated on the preliminary site plan.

(d) All wells shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a 10 feet protective clay barrier or be drilled to a depth of 100 feet if adequate clay protection is not encountered. The wells shall all be grouted the entire length of the casing.

(e) The test wells used to determine onsite water supply adequacy have been drilled on Units 11, 19, and 25. These wells are intended for use as a potable water supply.

LUDER 2780 PAGE 0385

(f) The wells and septic tanks for Units 1 through 31 shall be located in the exact area as indicated on the preliminary plans as submitted by Advantage Civil Engineering last revision date February 5, 1998 which is on file at the Livingston County Health Department. The wells and septic tanks for Units 32 through 38 shall be located in the exact area as indicated on the preliminary plans as submitted by Advantage Civil Engineering last revision date November 2, 1999 which is on file at the Livingston County Health Department.

(g) There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.

(h) The reserve septic locations as designated on the preliminary plans on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.

(i) The onsite sewage disposal systems for Units 1-5, 7, 8, 10, 11, 12, 15-18, 20-23, 25, 26, 28, 29, 30, and 31 will require the excavation of slow permeable soils to a more permeable soil ranging between 3.5-6 feet in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system. The onsite sewage disposal systems for Units 34, 35, 36, and 38 will require the excavation of slow permeable soils to a more permeable soil ranging between 5-6 feet in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.

(j) The Developer's engineer has supplied to the Livingston County Health Department written certification that any additional grades, filling and/or land balancing that has taken place as part of the construction of the development has not affected the placement of either the active or reserve sewage disposal systems.

(k) The Developer's engineer has supplied to the Livingston County Health Department certification that all storm drains which are within 25 feet to the proposed active or reserve septic tanks have been sealed with a watertight premium joint material.

(l) A 1200 square foot area has been designated on each unit for the active and reserve sewage disposal systems to accommodate a typical three (3) bedroom single family home. Proposed homes exceeding three (3) bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation distances.

APPROVAL
Livingston County Health Department
Name _____
Date 3-28-02

LIBER 2780 PAGE 0386

(m) There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality.

(n) All restrictions placed on the Cedar Ridge Site Condominium by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

THE FOLLOWING SECTION REPLACES SECTION 9 OF THE RECORDED BYLAWS.

Section 9. Garages/Outbuildings. is modified as follows: All garages shall be attached to a residence and shall have only side or rear entrances. No carports shall be constructed on any Unit. The garage shall be at least 480 square feet in area. One outbuilding may be constructed on Units 32, 33, 34, 35, 36, 37 and 38, providing (a) the Developer, or its assigns, in its sole discretion approves of the construction of the outbuilding on the Unit; (b) the outbuilding is constructed behind the rear building line of the residence constructed or to be constructed on the Unit; and (c) the construction plans and materials for the outbuilding are in the opinion of the Developer, or its assigns, harmonious with single family residence constructed on a Unit.

In all respects, other than as modified and supplemented by the First Amendment, the terms of the original Bylaws of Cedar Ridge Site Condominium remain in force and effect.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to the Bylaws of Cedar Ridge Site Condominium Plan No. 155 on the day and year first written above.

WITNESSES:

Richard A. Heikkinen
Richard A. Heikkinen

HOWELL BUILDING & DEVELOPMENT,
INC.

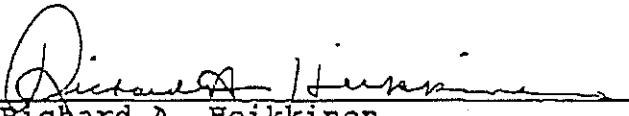
By: DAN C. HOWELL
DAN C. HOWELL
Its President

Nancy A. Bogardus
Nancy A. Bogardus

LUBER 2780 PAGE 0387

STATE OF MICHIGAN]
COUNTY OF LIVINGSTON]ss

30th The foregoing instrument was acknowledged before me this
day of March, 2000, by Dan C. Howell, President of Howell
Building & Development, Inc., a Michigan Corporation, on behalf
of the corporation.


Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

REPLAT NO. 1
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 155
EXHIBIT "B" TO THE FIRST AMENDMENT TO THE MASTER DEED OF
CEDAR RIDGE

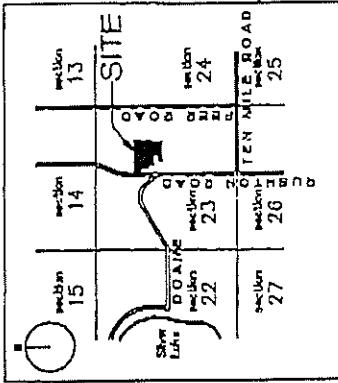
A SITE CONDOMINIUM

**SECTION 23, TIN-RIDGE, GREEN OAK TOWNSHIP
 LIVINGSTON COUNTY, MICHIGAN**

LEGAL DESCRIPTION

Part of the West 1/2 of Section 23, TIN-RIDGE, Green Oak Township, Livingston County, Michigan on being described one (1) acres Containing the North 1/4 corner of Bushnell Road, Section 23, thence along the North-South Line 1/4 acre of said Section 23 and continuing East to the Point of Beginning of the portion of Bushnell Road to be described; thence S. 37°24' E., a distance of 142.92 feet, thence N. 01°45' E., a distance of 148.31 feet; thence S. 07°33' E., a distance of 114.87 feet; thence S. 01°33' E., a distance of 143.31 feet; thence S. 05°38' E., a distance of 111.24 feet; thence S. 05°38' E., a distance of 125.43 feet; thence S. 05°45' E., a distance of 125.00 feet; thence N. 05°45' E., a distance of 225.82 feet; thence N. 05°45' E., a distance of 85.41 feet; thence N. 05°45' E., a distance of 185.00 feet; thence N. 05°45' E., a distance of 306.50 feet; thence N. 05°27' 53" W., a distance of 220.78 feet; thence along the centerline of Bushnell Road due North-South 1/4 Acre of land Section 23, H. Or. 13, E., a distance of 125.00 feet to the Point of Beginning and continuing 28.311 degrees more or less, Subject to the rights of the public over the existing Bushnell Road (68 feet wide) and any other easements or restrictions of record.

LOCATION MAP



DEVELOPER
 HOWELL BUILDING & DEVELOPMENT CO.
 9340 PEER ROAD
 SOUTH LYON, MICHIGAN 48178

DRAWING INDEX

<u>TITLE</u>	<u>NO.</u>
COVER SHEET	1
SURVEY PLAN	2
SITE AND UTILITY PLAN	3

COVER SHEET

ADVANTAGE

ENGINEERING

CIVIL

PROPOSED DATED 01-23-2000
 PROPOSED-DATED-01-23-2000

Mark A. Bell

1/3

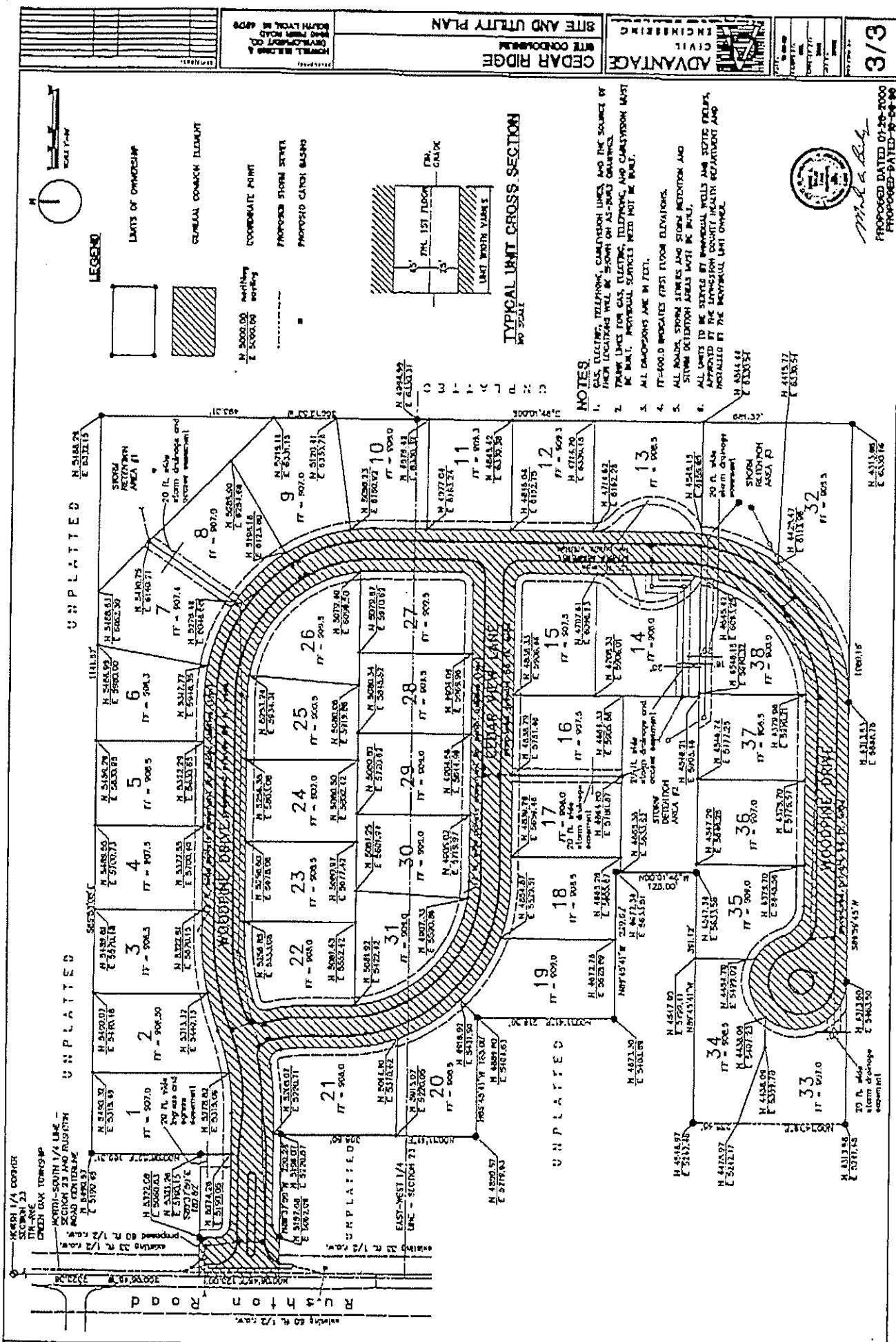


EXHIBIT A

BYLAWS OF CEDAR RIDGE SITE CONDOMINIUM

ARTICLE I
ASSOCIATION OF CO-OWNERS

Cedar Ridge Site Condominium, a residential Condominium located in the Green Oak Township, County of Livingston, State of Michigan, shall be administered by an Association of Co-Owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, 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(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-Owner, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium. A Co-Owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium 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 or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a 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 shall constitute receipts affecting the administration of the Condominium, 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 and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-Owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-Owner shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of the periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-Owners should carefully analyze the Condominium 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 said budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-Owner shall not affect the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, 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, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding One Thousand (\$1,000.00) Dollars, in the aggregate, annually or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-Owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner consent, to levy assessment pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection 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 the members thereof.

(b) SPECIAL ASSESSMENTS. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of an aggregate cost exceeding \$1,000.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than fifty one (51%) percent of all Co-Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, 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. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited Condominium Unit or Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by the Co-owners in quarterly or other periodic installments commencing with acceptance of a Deed to, or a land contract purchaser'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. A late charge in the amount of \$10.00, or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Each Co-owner (whether one or

more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the 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 first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees and finally to installments in default in order of their due dates, earliest to latest.

Section 4. Waiver of use or Abandonment of Unit; Uncompleted Repair Work. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit, or because of uncompleted repair work, or the failure of the Association to provide service to the Condominium.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien 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 Condominium, 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 and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-Owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section 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.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium 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 ten (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 Co-owner and shall inform the Co-owner that he may request a judicial hearing by bringing suit against the Association. 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 his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any special assessment levied against his Unit, or any other obligation of a Co-owner which, according to these bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to

deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which comes into possession of 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 claims for a prorata share of such assessments or charges resulting from a prorata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments, except with respect to completed and occupied Units that it owns. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by the Green Oak Township, or its designate. Certificates of Occupancy may be obtained by the Developer at such times prior to actual occupancy as the Developer, in its discretion, may determine. An occupied Unit is one which is occupied as a residence. The Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay Association assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. The Developer shall not be responsible at any time for payment of Condominium assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. The Developer shall, in no event, be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, its directors, officers, principals, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 8. 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 9. Water and Sewer Assessments. The individual Co-owners shall be responsible for any water and/or sewer assessments, if any hereafter levied by any governmental authority against the respective Units in the Condominium.

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 11. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 479 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. 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 the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs 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 assessment as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing 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. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

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 Co-owners, or between a Co-owner(s) and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, 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. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any

Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to 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. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances to the Courts.

Section 4. Co-owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association, for any reason, shall be subject to approval by a vote of fifty-one (51%) percent of all Co-owners, and notice of such proposed action must be given in writing to all Co-owners.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate, given the nature of the General Common Elements of the Project, carry extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence), officers' and directors' liability insurance, and worker'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 and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners, upon request of a mortgagee.

(b) Insurance of Common Elements. All General Common Elements of the Condominium project shall be insured against perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(c) Premium Expenses. All premiums on 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 account 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 the repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each co-owner, by ownership of a unit in the condominium, shall be deemed to appoint the Association as his 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 General Common Elements of the Condominium Project, thereof 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 Document, 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. Unless the Association obtains coverage for the dwelling within the Unit pursuant to the provisions below, the Association's authority shall not extend to insurance coverage on any dwelling.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit and for his or her 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 whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner

hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with these Bylaws. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his or her Unit and the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association and such coverage shall not be less than \$1,000,000.00 (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of 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 the Developer during the Development and Sales Period). This Section 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. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of first mortgages on any Unit in the Project unanimously agree to the contrary; provided, however, that this Section shall not affect the right of the Township to require maintenance, repair and replacement of the private roads, Storm Water Drainage

System and Detention/Retention Basin System as set forth in applicable provisions of the Master Deed.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or any improvements thereon, 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 he or she elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of these Bylaws as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair of an improvement within the General Common Elements shall be substantially in accordance with the Master Deed and the original plans and specifications of the improvements unless the co-owners shall unanimously decide otherwise. Further, any such reconstruction or repair will be subject to any applicable building code requirements and other ordinance requirements of the Township.

Section 3. Association Responsibilities for Repair. Immediately after the occurrence of 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 place 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 cost 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. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Condominium Project, the Association shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

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

(a) Taking of Unit or Improvement Thereon. In the event of any taking of all or any portion of a Unit or any improvement thereon by eminent domain, the award for such taking shall be paid to the 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 his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, 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 fifty (50%) percent of all of the co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VI 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 one hundred (100%) percent. 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.

(d) 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.

(e) 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.

Section 6. Mortgages Held By FHLBC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLBC") then, upon request therefor by FHLBC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLBC exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 7. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners

of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI RESTRICTIONS

In order to provide for congenial occupancy of the Condominium, all of the units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. Each Unit in the Condominium shall be occupied by a single family, only, and shall not be used for other than single-family purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No Unit shall be used for commercial or business offices. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in that Co-owner's Unit.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least twelve (12) months, unless specifically approved in writing by the Association. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association, (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For purposes of this Section 3(a), a "transient tenant" is a non Co-owner residing in a Condominium Unit for less than sixty (60) days, who has paid consideration therefor. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and non Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state. The

Developer may lease any number of Units in the Condominium in its discretion.

(b) Leasing Procedures. A Co-owner, including the Developer, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(c) Violation of Condominium Documents by Tenants or Non Co-owner Occupants. If the Association determines that the tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

- (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non Co-owner occupant.
- (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non Co-owner occupant or advise the Association that a violation has not occurred.
- (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceeding. The Association may hold both the tenant or non Co-owner occupancy and the Co-owner liable for any damages caused by the Co-owner or tenant or non Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(d) Arrearage in Condominium Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future

assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 3. Architectural Control, Alterations and Modifications of Units and Common Elements. The Developer of the Project intends that there shall be constructed on each unit a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project in conjunction with the sale of such Units to individual Co-owners.

(a) **Licensed Builder.** With prior written consent by the Developer, a Co-owner may engage the services of a licensed builder other than the Developer to construct improvements (including the residential dwelling) within the boundaries of or appurtenant to a Condominium Unit. In such event, Developer shall be entitled to require that such builder or Co-owner furnish to the Association adequate security, in Developer's discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the dwelling and its appurtenances. All plans and specifications for dwellings, their appurtenances and any other improvements or modifications in exterior appearance of Condominium Units shall be submitted to, and approved by, the Architectural Control Committee.

(b) **Plan and Specifications Approval.** Prior to the First Annual Meeting, the Architectural Control Committee shall consist of the Developer or its designated representatives. After the First Annual Meeting, the Architectural Control Committee shall consist of the Board of Directors of the Association, or its designated representatives; provided, however, that the Developer shall retain the absolute right to reject any proposed plans, specifications, or modifications during the Construction and Sales Period. No one other than Developer shall be entitled to alter the nature or appearance (including color and other exterior appearance) of any improvements constructed within the boundaries of a Condominium Unit or the Limited Common Elements, if any, appurtenant thereto without the prior written consent of the Architectural Control Committee in its absolute discretion. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association and the Developer harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement.

(c) **Landscaping.** No hedges, trees or substantial plantings or landscaping modifications shall be made, until plans and

specifications, acceptable to the Architectural Control Committee, showing the nature, kind, shape, height, material, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Architectural Control Committee, and a copy of said plans and specifications, as finally approved, lodged permanently with the Architectural Control Committee; provided, however, that each Co-owner shall have the right to install plantings and/or landscaping around the foundations of the residential structure within his/her Condominium Unit without the approval of the Architectural Control Committee.

(d) Standards for Construction and Landscape Plan Approval. Construction of any dwelling or other improvement must also receive any necessary approvals from the local public authority. The Architectural Control Committee shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plan which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to construct the same, and the degree of harmony thereof with the Condominium as a whole.

(e) Special Maintenance. The Architectural Control Committee may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Co-owner whose proposed dwelling and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(f) Developer's Improvements. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Architectural Control Committee or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

(g) Assignment of Developer's Rights. Developer's rights under this Article may, in Developer's discretion, be assigned to the Association or other successor to Developer.

Section 4. Residential Building Setbacks. Except as may be permitted by the appropriate officials of the Green Oak Township and the Architectural Control Committee, the following setback requirements shall apply:

(a) Front Yard. All portions of any residence, including residences on corner Units, shall have a front yard setback of at least 40 feet from the edge of any public or private right of way.

(b) Side Yard. The side yard setback from the property line to the residence shall be at least 15 feet on each side of a Unit.

(c) Rear Yard. The rear yard setback from the property line shall be at least 45 feet to the residence.

Section 5. Minimum Floor Space and Size. No dwelling shall be built on any unit which has living area floor space of less than the following:

- (a) One story dwelling - 1800 square feet.
- (b) One and one-half story dwelling - 2000 square feet.
- (c) Two story dwelling - 2000 square feet.

- (e) "Living Area" includes the actual area within the outer surfaces of the outside walls, including any finished living area which is above an enclosed porch or garage but excluding a garage, basement or unheated porch. No residential building shall be constructed that does not have a minimum living area as otherwise defined by the Township Ordinances.

(f) No building shall exceed thirty-five (35) feet in height from the ground level measured from the lowest ground level adjacent to the home to the peak of the roof.

(g) Areas within each unit have been designated as an active (primary) and reserve septic field.

Section 6. Driveways. All driveways shall be surfaced with concrete or bituminous paving with suitable sub-base support. The grading, installation and paving of driveways shall be completed within a three (3) month period after occupancy of a residential structure, weather permitting.

Section 7. Health Department Restrictions.

(a) No unit shall be used for other than a single family dwelling.

(b) There shall be no future subdividing of any building units which would utilize individual onsite sewage disposal and/or water supply systems.

(c) "Cedar Ridge" Site Condominium Project have been approved for 31 individual units as described in Advantage Civil Engineering site plan Job #97261 dated December 16, 1997. The wells and septic shall be located in the exact area as indicated on the preliminary site plan.

(d) All wells shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a 10 ft. protective clay barrier or be drilled to a depth of 100 ft. if adequate clay protection is not encountered. The wells

LIVINGSTON COUNTY HEALTH DEPARTMENT
Name: *Jean Tack*
Date: *9-30-95*

shall all be grouted the entire length of the casing.

(e) The test wells used to determine onsite water supply adequacy have been drilled on Units 11, 19, and 26. These wells are intended for use as a potable water supply.

(f) The wells and septic shall be located in the exact area as indicated on the preliminary plans as submitted by Advantage Civil Engineering last revision date February 5, 1998 which is on file at the Livingston County Health Department.

(g) There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.

(h) The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.

*Sean Franks
9-10-98*
(i) The onsite sewage disposal systems for Units 1-5, 7, 8, 10, 11, 12, 15-18, 20-23, 25, 26, 28, 29, 30, and 31 will require the excavation of slow permeable soils to a more permeable soil ranging between 3.5 - 6 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.

(j) The Developer's engineer has supplied to the Livingston County Health Department written certification that any additional grades, filling and/or land balancing that has taken place as part of the construction of the development has not affected the placement for either the active or reserve sewage disposal systems.

(k) The Developer's engineer has supplied to the Livingston County Health Department certification that all storm drains which are within 25 ft. to the proposed active or reserve septic have been sealed with a watertight premium joint material.

(l) A 1200 sq. ft. has been designated on each unit for the active and reserve sewage disposal systems to accommodate a typical three (3) bedroom single family home. Proposed homes exceeding three (3) bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation distances.

(m) There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality.

(n) All restrictions placed on "Cedar Ridge" Site Condominium Community by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

Section 8. Foundations. All structures shall be erected upon a foundation constructed on suitably permanent material extending below the frost line. No exposed exterior foundation shall be permitted. The rear of walkout homes shall be brick or siding.

Section 9. Garages/Outbuildings. All garages shall be attached to a residence and shall have only side or rear entrances. No carports shall be constructed on any unit. The garage area shall be at least 480 square feet in size. No outbuildings shall be constructed or erected.

Section 10. Chimney. Any chimney attached to an outside wall shall be covered with brick, stone or siding. The chimney cap shall be a square chase-terminations type C-12 as designed by Superior Fireplace Company.

Section 11. Roof Pitch. Sloping roof pitches are to be a minimum of 8/12 for functional and aesthetic reasons.

Section 12. Construction Materials. Only new materials and no used materials shall be used in the construction of a residential structure. No aluminum siding shall be installed on a residential structure. One-half of the front of each residence shall be faced with brick or stone. Thirty percent (30%) of the aggregate area of the side walls and rear walls shall be faced with brick or stone and both sides and the rear must have some brick facing. Vinyl siding, but only if approved by Developer, can be used. Neither mobile homes nor modular homes may be constructed, erected or placed on any Unit.

Section 13. Occupancy. No structure shall be occupied as living quarters unless and until said structure shall be completed, including exterior staining or painting, according to approved plans and until a temporary or permanent occupancy permit has been issued by the governmental unit having jurisdiction over the construction and use of such structure.

Section 14. Construction Site Appearance. During construction and upon completion, the Unit shall be kept free and clean of construction debris and rubbish and an orderly and neat appearance shall be maintained. The Co-owner shall keep all building materials and debris contained within the Unit boundaries. Within sixty (60) days after substantial completion of construction of a residential structure, all unused construction materials, equipment and supplies shall be removed from the site. Developer or the Association may charge, if it deems necessary, a clean up charge of \$25.00 per hour in the event that any debris is strewn about either the Co-owner's unit or the Cedar Ridge Site Condominium and Co-owner either neglects and/or refuses to remove the debris. Areas of the Unit disturbed by excavation and construction work shall be finish-graded and seeded, sodded or otherwise suitably landscaped as soon as construction activities and weather permits.

Section 15. Residences - not Substantially Similar in Exterior Design and Appearance. A residence shall not be substantially similar in exterior design and appearance to an immediately adjacent residence or to a residence located directly across the street. This provision is intended to enhance and increase the desirability and beauty of the Condominium. In deciding whether a residence is substantially similar in exterior appearance and design, the Architectural Control Committee shall consider one or more of the following criteria: (a) height of the main roof ridge, (b) roof pitch, (c) length of the main roof, (d) color, materials and type of exterior design, (e) front elevation, (f) relative locations of windows and the front or any side entrance with respect to each other, (g) relative location with respect to each other of garage, porch, and the remainder of the building in the front elevation.

Section 16. Antenna. No radio or television antennae or aerials shall be permitted or installed on the exterior of the house or on a separate pole or tower except mini-DSS satellite dishes may be installed on a residence.

Section 17. Lighting. All exterior lighting, including lamps, posts and lighting fixtures for any residence or garage shall be so situated or of such intensity as not to create a nuisance to neighboring units. Prior to occupancy of a residence constructed on a unit the owner of the residence is required to provide an outside yard light to be erected on a post to be located in the front yard between 20 feet and 30 feet from the edge of the paved street.

Section 18. Pools, Jacuzzis, and Hot Tubs. Underground swimming pools, jacuzzis and hot tubs may be installed if permitted by the Green Oak Township and the Architectural Control Committee. Any Co-owner intending to construct any underground swimming pool, jacuzzi, or hot tub must submit to the Architectural Control Committee a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and type of construction. The Architectural Control Committee shall have absolute discretion to approve or disapprove any proposal and may attach any conditions which it deems appropriate. Any approved pools must be maintained in a safe and clean condition and must also be maintained in appearance consistent with the standards of the Condominium. No above-ground or free-standing swimming pools shall be permitted.

Section 19. Patio decks and walls. Patio decks shall be permissible, subject to such standards as the Architectural Control Committee may, from time to time, specify. Patio walls shall be permissible, subject to such standards as the Architectural Control Committee may, from time to time, specify.

Section 20. Fences. No fence or wall may be erected or maintained on any Unit except when required by ordinance or other governmental regulation. A solid hedge shall be permissible so long as it does not exceed 60 inches in height, and is, at all times, reasonably maintained. If such a fence or wall is

required, by Township Ordinances for a swimming pool or jacuzzi, the Co-owner shall obtain the express written consent of the Architectural Control Committee which shall have the sole and absolute discretion to determine the suitability of the location, design, shape, height, size and materials for any required fence, wall, or solid hedge. Any fence that is authorized shall also be erected in accordance with Township Ordinances.

Section 21. Mailboxes. The design, material, color and construction of all mailboxes and mailbox stands shall be as selected by the Architectural Control Committee. Each Co-owner shall maintain the approved mailbox and stand. All boxes must be placed no higher than 42" from the roadway adjacent to the bottom of the mailbox. All boxes must be erected within the 12 foot wide easement for public utilities as designated on the attached Exhibit B.

Section 22. Unfinished and Temporary Structures. No unfinished or temporary structures may be occupied as a residence at any time prior to completion in accordance with approved plans and/or issuance of a certificate of occupancy.

Section 23. Outdoor Court. No basketball backboard or basket shall be installed other than in the rear or side yard of a unit, whether attached to a dwelling, garage or other structure.

Section 24. Unit Grade. The established grade of a Condominium Unit shall not be changed without prior approval by the Architectural Control Committee and the Township engineer.

Section 25. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 26. Pets. No animal, except common domesticated household pets shall be kept and maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or

offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, limited or general. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. Invisible fences for dog runs shall be permitted to be installed in the rear yard areas of the Units. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals, including the limitation concerning the number of pets kept, as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section 6 shall not include small domesticated animals which are constantly caged, such as small birds or fish.

Section 27. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. There shall be no outside hanging or drying of laundry. Trash receptacles shall be maintained at the curbs of the drives in the Condominium only for such short periods of time as may be reasonably necessary to permit periodic collection of trash and, in no event, shall trash

receptacles be placed at the curbs prior to the evening preceding trash pick-up. In general, no activity shall be carried on nor condition maintained by the Co-owner either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 28. Common Element Maintenance. Yards, landscaped areas, driveways, roads, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of any amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non Co-owner occupants of Condominium Units in which the Co-owner does not reside; provided, further, however, that the nonresident Co-owners of such Condominium Units are members in good standing of the Association.

Section 29. Vehicles, Trailers and Boats. No house trailers, trucks exceeding 6500 pounds, recreational vehicles, vans or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in garages, or unless specifically approved by the Association or parked in an area specifically designated therefor by the Association. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefor. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefor. A Co-owner shall maintain no more than three (3) vehicles in the Condominium, unless the Board of Directors specifically approves in writing otherwise. Co-owners shall not park their vehicles overnight on the Condominium Premises except in their respective garages, or in the driveways adjacent to their respective garages (subject to the restrictions contained in the first sentence of this Section), unless the Board of Directors specifically approves in writing otherwise. Garage doors shall be kept closed when not in use. Commercial vehicles and trucks shall not be parked in or about the Condominium except as above provided. Vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises. The Association may cause vehicles parked or stored in violation of this Section to be stickered and/or removed from the Condominium Premises and the cost of such removal may be assessed to and collected from the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided

in Article II hereof without liability to the Association. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof. All outdoor storage and/or parking shall be in accordance with Township Ordinances.

Section 30. Advertising and Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs and "Open" signs, without written permission from the Association and, during the Construction and Sales period, from the Developer. All authorized signs shall be in compliance with applicable Township codes and regulations.

Section 31. Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association, including the First Board of Directors (or its successors appointed by the Developer prior to the First Annual Meeting of the entire Association held as provided in Article IX, Section 2 of these Bylaws). Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners, except that the Co-owners may not revoke any regulation prior to the First Annual Meeting of the entire Association.

Section 32. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs, or flowers or place any ornamental materials upon the Common Elements unless approved by the Architectural Control Committee in writing.

Section 33. Disposition of Interest in Unit by Sale or Lease. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

(a) Notice to Association; Co-owner to Provide Condominium Documents to Purchaser or Tenant. A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed

referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions, and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

(b) Developer and Mortgagees not subject to Section. The Developer shall not be subject to this Section in the sale or, except to the extent provided in Article VI, Section 3(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section.

Section 34. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, plumbing, electrical, or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit or the improvements thereon. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall be the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 35. Developer's Rights to Furtherance of Development and Sale. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time. However, any signs or billboards erected shall be in compliance with applicable Township codes and regulations. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage area and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may

be reasonable to enable development and sale of the entire Condominium by Developer and/or the development and sale of other off-site property by Developer or its affiliates, and Developer may continue to do so during the entire Construction and Sales Period and warranty period applicable to any Unit in the Condominium. The Developer shall restore the area so utilized to habitable status upon termination of use.

Section 36. Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair, and/or replace any Common Elements, and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws. The provisions of this Section shall not be construed to be a warranty or representation of any kind regarding the physical condition of the Condominium.

Section 37. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 26 of these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his 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 shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (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 limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned.

Section 2. Eligibility To Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article IX, Section 2, except as specifically provided in Article IX, Section 2. 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. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to 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. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, partnership, association, trust, or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of twenty-five (25%) percent 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 provided herein to require a greater quorum. The written absentee ballot 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 ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots 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 fifty (50%) percent of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage of all Co-owners.

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.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent in number of the Units that may be created in Cedar Ridge Site Condominium have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non Developer Co-owners of seventy-five (75%) percent in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non Developer Co-owner of a Unit in the Condominium, whichever occurs first. 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 at 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 ten (10) days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual Meetings of members of the Association shall be held in the month of June each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. 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 be 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. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. 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 of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article 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 forty-eight (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 inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a 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 above for the giving of notice of meetings of members. Such solicitation 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 of 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 be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non Developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty (50%) percent of the non Developer Co-owners petition the Board of Directors for an election to select

the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. A chairman of the Committee shall be selected by the members. The Advisory Committee shall cease to exist automatically when the non Developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The 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. Qualification of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by the Developer. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors shall be comprised of one (1) person and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non Developer Co-owners to the Board. Immediately prior to the appointment of the first non Developer Co-owner to the Board, the Board shall be increased in size to five (5) persons. Thereafter, elections for non Developer Co-owner directors shall be held as provided in subsection (b) and (c) below. The terms of office shall be two (2) years. The directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non Developer Co-owners To Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non Developer Co-owners of twenty-five (25%) percent in number of the Units that may be created, one (1) of the five (5) directors shall be elected by non Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non Developer Co-owners of fifty (50%) percent in number of the Units that may be created, two (2) of the five (5) directors shall be elected by non Developer Co-owners. When the required number of conveyances have been reached, the 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. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the Board to

serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

- (i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non Developer Co-owners of seventy-five (75%) percent of the Units, the non Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns at least ten (10%) percent of the Units in the Condominium. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.
- (ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non Developer Co-owner of a Unit in the Condominium, the non Developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the 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 the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i) above. Application of this subsection does not require a change in the size of the Board of Directors.
- (iii) 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 (ii), or if the product of the number of the members of the Board of Directors multiplied by the percentage of Units held by the non Developer Co-owners under subsection (b) results in a right of non Developer Co-owners to elect a fractional number of members of the Board of Directors, than a fractional election right of .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, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to

designate one (1) director as provided in subsection (i).

- (iv) At the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.
- (v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

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 shall be responsible specifically for the following:

- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after 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.

(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 grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium subject to the provisions of the Master Deed; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all Co-owners.

(h) To borrow money and issue evidences of indebtedness in furtherance of any and 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 more than sixty (60%) percent of all of the Co-owners.

(i) To make and enforce reasonable rules and regulations in accordance with these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.

(j) 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 by the Condominium Documents required to be performed by the Board.

(k) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.

(l) 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 the Developer or any person or entity related thereto, but which shall not be a Co-owner or resident or affiliated with a Co-owner or resident) at a 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. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon sixty (60) days written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance, under these Bylaws, to designate. Vacancies among non Developer Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in its sole discretion. Any director elected by the non Developer Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the non Developer Co-owners in the same manner set forth in this Section 7 above for removal of directors generally.

Section 8. First Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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 Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

Section 11. 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 meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. 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 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 is less than a quorum present, the majority of those persons may adjourn the meeting to a subsequent time upon twenty-four (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 joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 13. Closing Of Board Of Directors' Meetings To Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Action By Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 15. Actions Of First Board Of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or

resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

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, 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 (2) offices except that of President and Vice-President may be held by one (1) person.

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 his 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. President. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of 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 the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so 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.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; the Secretary shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable 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 8. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time-to-time, be authorized by the Board of Directors.

ARTICLES XIII 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 XIV 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 nonprivileged 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 ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost 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. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The funds of the Association shall be initially deposited in such bank or savings association 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. The funds may be invested from time-to-time in accounts or deposit certificates of such banks or savings associations as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors. Any withdrawals from Association accounts and any check written on Association accounts shall require the signatures of two officers of the Association.

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE

Section 1. Indemnification Of Directors And Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and accounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, 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 as otherwise prohibited by law; 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 Association (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 ten (10) days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof.

Section 2. Directors' And Other Officers' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

ARTICLE XVI AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners. No consent of Mortgagees shall be required to amend these Bylaws unless such an amendment would materially alter or change the rights of such mortgagees, in which event approval of 66-2/3% of the mortgagees shall be required with each mortgagee to have one vote for each first mortgage held.

These Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. Notwithstanding anything to the contrary, no amendment may be made to Article III, Section 4 of these Bylaws at any time without the written consent of the Developer and the Township.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the rights of a Co-owner or

mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston County Register of Deeds.

Section 6. Binding. A copy of each amendment to these 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 Condominium irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, 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. In the event any provision of these Bylaws conflicts with any provision of the Master Deed, the Master Deed shall govern.

ARTICLE XVIII 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 XIX REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of

Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, 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.

(b) Recovery Of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or non Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non Co-owner resident or guest, the relitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. 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 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 fees. The Association, if successful, shall also be entitled to recoup the costs and attorney fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counter claim or other matter.

(c) Removal And Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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.

(d) Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 12 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines

duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Nonwaiver 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 3. 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 4. 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 XX RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the 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 consent to the 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 the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the 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 and expiration of any real property or contract rights granted or reserved to the 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 XXI
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.

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. /55

EXHIBIT W B TO THE MASTER DEED OF

CEDAR RIDGE

A SITE CONDOMINIUM

SECTION 23, T1N-R6E, GREEN OAK TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

LEGAL DESCRIPTION

Part of the West 1/2 of the Northeast 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 23, T1N-R6E, Green Oak Township, Livingston County, Michigan being described as follows:
Commingling of the North 1/4 corner of said Section 23, thence along the South 1/4 line of said Section 23 and centerline of Rushion Road, S 000645° W, a distance of 235.36 feet to the Point of Beginning of the Parcel to be described; thence S 89°37'59" E, a distance of 189.52 feet; thence N 000645° E, a distance of 169.31 feet; thence S 89°37'59" E, a distance of 114.67 feet; thence S 000645° E, a distance of 49.31 feet; thence S 89°53'05" E, a distance of 450.55 feet; thence N 89°45'41" W, a distance of 586.97 feet; thence N 0001°46' W, a distance of 135.00 feet; thence N 89°45'41" W, a distance of 239.62 feet; thence N 0001°46' W, a distance of 216.50 feet; thence N 89°45'41" W, a distance of 195.00 feet; thence N 0011°41' E, a distance of 305.50 feet; thence N 89°37'59" W, a distance of 202.28 feet; thence along the centerline of Rushion Road and North-South 1/4 line of said Section 23, N 000645° W, a distance of 125.00 feet to the Point of Beginning and containing 22.681 acres, more or less. Subject to the rights of the public over the existing Rashaon Road (66 foot wide) and any other easements or restrictions of record.

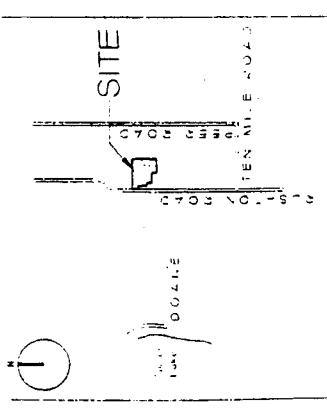
DRAWING INDEX

<u>NO.</u>	<u>TITLE</u>
1.	COVER SHEET
2.	SURVEY PLAN
3.	SITE AND UTILITY PLAN

DEVELOPER:

HOLLOW BUILDING & DEVELOPMENT CO.
9340 PEER ROAD
SOUTH LYON, MICHIGAN 48178

LOCATION MAP



PROPOSED DATED 10-06-18

1/3

NORTH 1/4 CORNER
TIN-86
GREEN OAK TOWNSHIP
SECTION 23 AND RICHMOND
ROAD CENTERLINE
ELEVATION
SECTION 33 LINE 1/4 INCH
1/2 IN.
0.0 M
2325.95
2325.00

20 ft. wide
Ingress and
egress
easement

existing 33 ft 11 1/2 in.
proposed 60 ft 11 1/2 in.

existing 60 ft 11 1/2 in.

20 ft. wide
Ingress and
egress
easement

existing 60 ft 11 1/2 in.

20 ft. wide
Ingress and
egress
easement

existing 60 ft 11 1/2 in.

UNPLATED

R U S H F O R D

C U L D A Y F I D

S C E P C A N E

D R I D G E

B R I D G E

S E C T I O N

2 3

4 5

6 7

8 9

1 0 1 1

1 2 1 3

1 4 1 5

1 6 1 7

1 8 1 9

2 0 2 1

2 2 2 3

2 4 2 5

2 6 2 7

2 8 2 9

3 0 3 1

3 2 3 3

3 4 3 5

3 6 3 7

3 8 3 9

4 0 4 1

4 2 4 3

4 4 4 5

4 6 4 7

4 8 4 9

5 0 5 1

5 2 5 3

5 4 5 5

5 6 5 7

5 8 5 9

6 0 6 1

6 2 6 3

6 4 6 5

6 6 6 7

6 8 6 9

6 9 6 0

7 1 7 2

7 3 7 4

7 5 7 6

7 7 7 8

7 9 7 0

8 1 8 2

CENTERLINE TANGENT DATA

LINE	DIRECTION	DISTANCE
1.1	S 87° 27' 59" E	DELTA
1.2	S 00° 11' 41" W	251.86
1.3	S 89° 33' 08" E	55.81
1.4	S 00° 12' 53" W	369.54
1.5	S 89° 47' 05" E	437.02
1.6	S 10° 37' 47" E	512.35

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DATA
C1	230.00	361.69	251.86	229.40	54° 55' 55"	S 87° 27' 59" E 90° 06' 01"
C2	230.00	361.69	55.81	325.21	54° 47' 31" E	S 00° 11' 41" W 89° 58' 18"
C3	230.00	67.54	34.01	67.30	503° 30' 31" E	S 00° 12' 53" W 16° 49' 18"
C4	400.00	141.57	71.53	140.84	175° 58' 01" E	S 89° 47' 05" E 20° 34' 44"
C5	400.00	141.57	72.44	142.57	180° 06' 55" E	N 89° 45' 41" W 20° 31' 53"

CENTERLINE CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DATA
C1	230.00	361.69	251.86	229.40	54° 55' 55"	S 87° 27' 59" E 90° 06' 01"
C2	230.00	361.69	55.81	325.21	54° 47' 31" E	S 00° 11' 41" W 89° 58' 18"
C3	230.00	67.54	34.01	67.30	503° 30' 31" E	S 00° 12' 53" W 16° 49' 18"
C4	400.00	141.57	71.53	140.84	175° 58' 01" E	S 89° 47' 05" E 20° 34' 44"
C5	400.00	141.57	72.44	142.57	180° 06' 55" E	N 89° 45' 41" W 20° 31' 53"

NOTES
1. GAS, ELECTRIC, TELEPHONE, CABLEVISION LINES, AND THE SOURCE OF
TRUNK LINES WILL BE SHOWN AS LINES ON DRAWINGS;
2. EXISTING SERVICES MUST NOT BE BUILT.
3. ALL ROADS AND STORM SEWERS MUST BE BUILT.
4. ALL DIMENSIONS ARE IN FEET.
5. UNIT CORNER IRONS TO BE SET WITHIN ONE YEAR OF COMPLETION
OF SITE WORK.
6. EXTERIOR BOUNDARY MONUMENTS TO BE SET WITHIN ONE YEAR OF
COMPLETION OF SITE WORK.
7. ALL BEARINGS BASED ON THE PLAT OF "SHADY MEADOWS ESTATES NO. 2" AS RECORDED
IN LIBER 18 OF PLATS, PAGES 39-41, LIVINGSTON COUNTY RECORDS.
(NR) INDICATES RADIAL LINE.
8. INDICATES RADIAL LINE.

9. THERE ARE NO FLOORPLAN ENCROACHMENTS UPON THE PROPERTY
HELEN REICHARD, NATIONAL FLOOD INSURANCE PROGRAM,
GREEN OAK TOWNSHIP, PANEL 226240 (R020 B1).



2/3

PROPOSED DATED 10-08-98

NOTES
1. GAS, ELECTRIC, TELEPHONE, CABLEVISION LINES, AND THE SOURCE OF
TRUNK LINES WILL BE SHOWN AS LINES ON DRAWINGS;
2. EXISTING SERVICES MUST NOT BE BUILT.
3. ALL ROADS AND STORM SEWERS MUST BE BUILT.
4. ALL DIMENSIONS ARE IN FEET.
5. UNIT CORNER IRONS TO BE SET WITHIN ONE YEAR OF COMPLETION
OF SITE WORK.
6. EXTERIOR BOUNDARY MONUMENTS TO BE SET WITHIN ONE YEAR OF
COMPLETION OF SITE WORK.
7. ALL BEARINGS BASED ON THE PLAT OF "SHADY MEADOWS ESTATES NO. 2" AS RECORDED
IN LIBER 18 OF PLATS, PAGES 39-41, LIVINGSTON COUNTY RECORDS.
(NR) INDICATES RADIAL LINE.
8. INDICATES RADIAL LINE.

9. THERE ARE NO FLOORPLAN ENCROACHMENTS UPON THE PROPERTY
HELEN REICHARD, NATIONAL FLOOD INSURANCE PROGRAM,
GREEN OAK TOWNSHIP, PANEL 226240 (R020 B1).



2/3

PROPOSED DATED 10-08-98



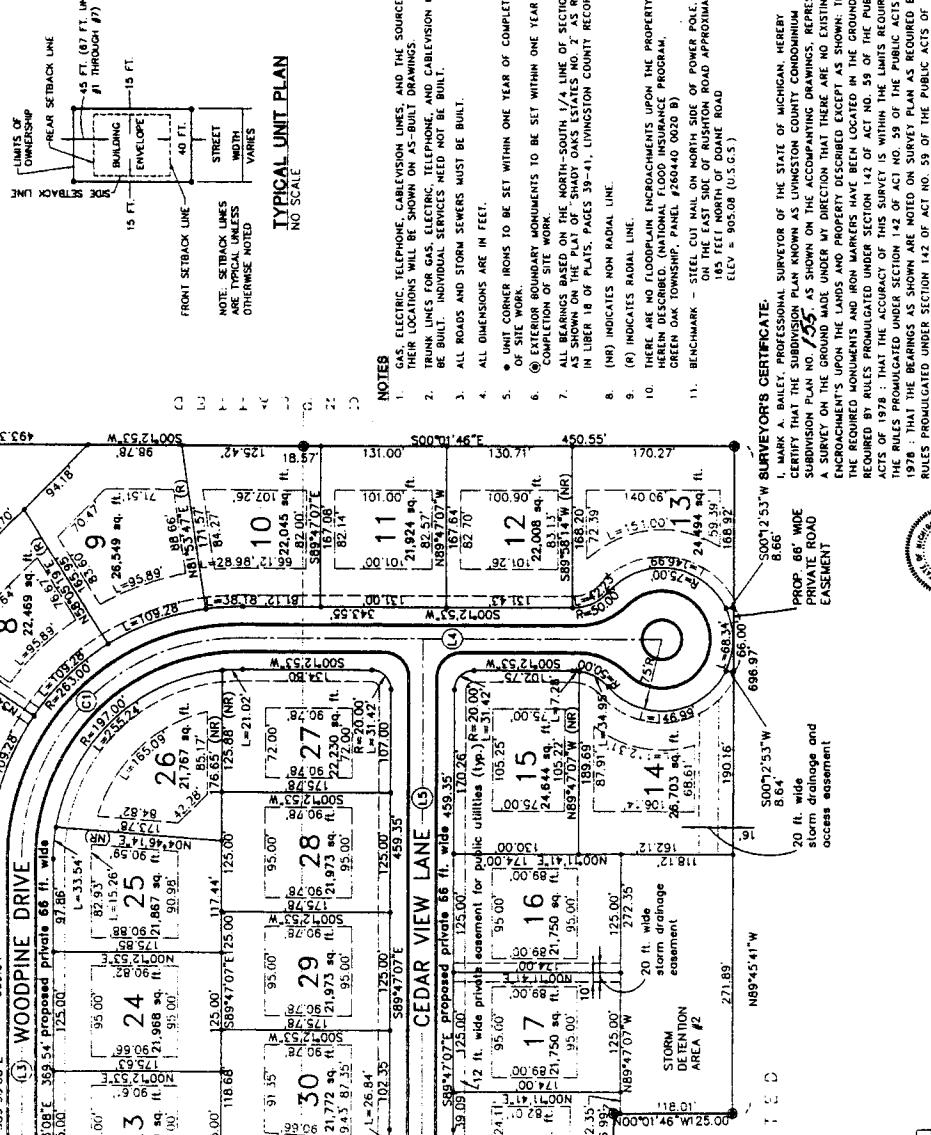
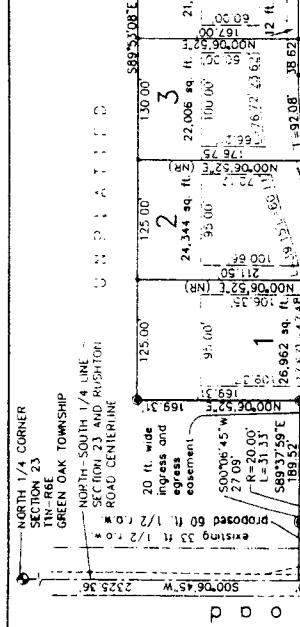
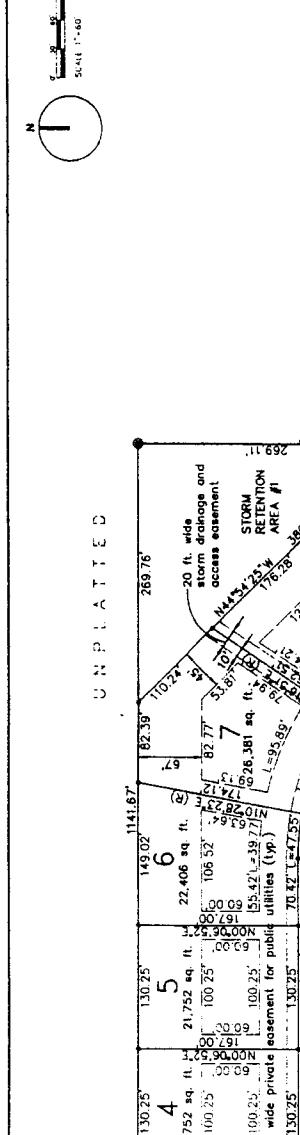
NOTES
1. GAS, ELECTRIC, TELEPHONE, CABLEVISION LINES, AND THE SOURCE OF
TRUNK LINES WILL BE SHOWN AS LINES ON DRAWINGS;
2. EXISTING SERVICES MUST NOT BE BUILT.
3. ALL ROADS AND STORM SEWERS MUST BE BUILT.
4. ALL DIMENSIONS ARE IN FEET.
5. UNIT CORNER IRONS TO BE SET WITHIN ONE YEAR OF COMPLETION
OF SITE WORK.
6. EXTERIOR BOUNDARY MONUMENTS TO BE SET WITHIN ONE YEAR OF
COMPLETION OF SITE WORK.
7. ALL BEARINGS BASED ON THE PLAT OF "SHADY MEADOWS ESTATES NO. 2" AS RECORDED
IN LIBER 18 OF PLATS, PAGES 39-41, LIVINGSTON COUNTY RECORDS.
(NR) INDICATES RADIAL LINE.
8. INDICATES RADIAL LINE.

9. THERE ARE NO FLOORPLAN ENCROACHMENTS UPON THE PROPERTY
HELEN REICHARD, NATIONAL FLOOD INSURANCE PROGRAM,
GREEN OAK TOWNSHIP, PANEL 226240 (R020 B1).



2/3

PROPOSED DATED 10-08-98



ARTICLE I
TITLE AND NATURE

The Condominium shall be known as CEDAR RIDGE SITE CONDOMINIUM, Livingston County Condominium Subdivision Plan No. 155. The units contained in the Condominium, including the number, boundaries, dimensions and area of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each individual unit has been created for residential purposes. Each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein. The Developer excepts and reserves all of the oil, gas and other minerals in, under and that may be produced from the lands described in Article II and any other lands hereafter included in the Condominium Project by virtue of expansion of the Condominium project.

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium established by this Master Deed is particularly described as follows:
Part of the West 1/2 of the Northeast 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 23, T1N-R6E, Green Oak Township, Livingston County, Michigan being described as follows: Commencing at the North 1/4 corner of said Section 23, thence along the North-South 1/4 line of said Section 23 and centerline of Rushton Road, South 00*06'45" West, a distance of 2325.36 feet to the Point of Beginning of the Parcel to be described; thence South 89*37'59" East, a distance of 189.52 feet; thence North 00*06'45" East, a distance of 169.31 feet; thence South 89*53'08" East, a distance of 1141.67 feet; thence South 00*12'53" West, a distance of 493.31 feet; thence South 00*01'46" East, a distance of 450.55 feet; thence North 89*45'41" West, a distance of 696.97 feet; thence North 00*01'46" West, a distance of 125.00 feet; thence North 89*45'41" West, a distance of 229.62 feet; thence North 00*11'41" East, a distance of 216.50 feet; thence North 89*45'41" West, a distance of 185.0 feet; thence North 00*11'41" East, a distance of 305.50 feet; thence North 89*37'59" West, a distance of 220.28 feet; thence along the centerline of Rushton Road and North-South 1/4 line of said Section 23, North 00*06'45" East, a distance of 125.00 feet to the Point of Beginning and containing 22.681 acres, more or less. Subject to the rights of the public over the existing Rushton Road (66 foot wide) and any other easements or restrictions of record. (*=degrees)

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A", "B" and "C" hereto, but are or may be used in various other instruments such as, by way of example and limitation, the rules and regulations of CEDAR RIDGE SITE CONDOMINIUM Association, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in CEDAR RIDGE SITE CONDOMINIUM as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means CEDAR RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, which is the nonprofit 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 shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. Board Of Directors Or Board. "Board of Directors" or "Board" means the Board of Directors of CEDAR RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 4. 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(8) 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 5. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. Condominium Documents. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A", "B" and "C" attached hereto, and rules and regulations, if any, of the Association as all of the same may be amended from time to time.

Section 7. 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 CEDAR RIDGE SITE CONDOMINIUM as described in the Master Deed or amendment or amendments to the Master Deed.

Section 8. Condominium Project, Condominium or Project.
"Condominium Project", "Condominium" or "Project" means CEDAR RIDGE SITE CONDOMINIUM as a Condominium established in conformity with the provisions of the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 10. Construction And Sales Period. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 11. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof owning one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means HOWELL BUILDING & DEVELOPMENT, INC., a Michigan Corporation, who has made and executed this Master Deed, and its successors and assigns. The successors and assigns of Developer shall always be deemed to be included within the term "Developer" whenever such term is used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held in accordance with Article IX, Section 2 of the Bylaws.

Section 14. 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 owners unaffiliated with the Developer.

Section 15. Unit Or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in CEDAR RIDGE SITE CONDOMINIUM and shall have the same meaning as the term "Condominium Unit" as defined in the Act. The land and all structures and 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, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Other terms which may be utilized in the Condominium Documents and which are not defined hereinabove shall have the meanings as provided in the Act.

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

would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit "B" attached hereto, 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 described in Article II hereof, including all roads, sidewalks, and other common areas, not identified as Limited Common Elements, when included as a part of the Condominium, but excluding that portion designated on the Condominium Subdivision Plan as the Condominium Units.

(b) Electrical. The electrical transmission system throughout the Project up to the point of lateral connection for Unit service.

(c) Telephone. The telephone system throughout the Project up to the point of the ancillary connection for Unit service.

(d) Gas. The gas main distribution system throughout the Project, up to the point of lateral connection for Unit service.

(e) Telecommunications. The telecommunications system and cable television systems, if and when they may be installed, up to the point of ancillary connection for Unit service.

(f) Roads. The Project Roads and Cul-de-sacs (including both the paved areas and the adjoining rights of way) known as Woodpine Drive and Cedar View Lane depicted on the Condominium Subdivision Plan.

(g) Easements. All beneficial easements, if any, now existing or created after the recording hereof which benefit the Condominium Premises as a whole.

(h) Storm Water Drainage System. The Storm Water Drainage System including the Storm Water Detention/Retention Areas and other drainage areas and apparatus depicted as such on the Condominium Subdivision Plan.

(i) Other. Such other elements of the Project not herein 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. Developer also

reserves the right, in its discretion, to install street signs, traffic control signs, street address signs and other signage at any location or locations as Developer deems appropriate within the General Common Element road rights of way.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority, governmental body, or by the company that is providing the service. Accordingly, such utility lines, systems and equipment and the telecommunications system, if and when constructed, 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. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) Driveways. Driveways serving the residence constructed within the Unit or Units, to the extent located outside the boundaries of the Condominium Unit;

(b) Utility Services. The pipes, ducts, wiring and conduits supplying electricity, gas, water, telephone, television and/or other utility service to a Unit, from 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;

(c) Miscellaneous. Any improvements constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in the Master Deed or in an amendment to the Master Deed made by Developer.

Section 3. Responsibilities For Maintenance, Decoration, Repair And Replacement.

(a) Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements and Limited Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall maintain all Common Elements requiring periodic maintenance in a neat, clean, and first-class condition in keeping with their basic nature and in accordance with Township Ordinances. Additional maintenance assessments may be levied for individual Units requiring expenditures by the Association. Standards for maintenance may be established by the Association through its Board of Directors. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. The Association, acting through its Board of Directors, may

undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions within any Unit boundaries as it may deem appropriate and as the affected Co-owners may agree (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(b) Co-owner Responsibility. Each Co-owner shall be responsible for the maintenance, decoration, repair and replacement of the following:

- i. Each Co-owner shall be responsible, in accordance with the requirements of the Master Deed, Bylaws and Township Ordinances, for decorating, maintaining, repairing or replacing each and every part of his/her Unit, together with all improvements thereon, along with any portion of the yard of the Co-owner which lies within the right of way of any road or street, except those portions of any easement or right of way situated within the Condominium which exists primarily for the benefit of persons other than Co-owners. The exterior appearance of the buildings constructed within the units shall be subject to the approval of the Association and to reasonable aesthetic and maintenance prescribed by the association and duly adopted rules and regulations. Failure of any Co-owner to adhere to maintenance and aesthetic standards shall entitle the association to enter upon such Co-owner's unit and to perform necessary maintenance, repair or replacement.
- ii. Each Co-owner shall be responsible for payment of utilities attributable to his/her Unit. All costs of installation and subsequent operation of water, electricity, natural gas, telephone, cable television, (if any) and waste water disposal service shall be borne by the Co-owner of the unit to which such services are furnished. All utility laterals and leads shall be installed, maintained, repaired and replaced at the expense of the Co-owner whose unit they service.
- iii. All costs of initial installation and subsequent maintenance, repair and replacement of the wells, water distribution system and sanitary disposal system located within each unit shall be separately borne by the Co-owner of each unit to

which they are appurtenant. Each Co-owner shall obtain permits from the Livingston County Health Department for the installation or repair of on-site sewage disposal systems and well water systems prior to the construction or repair of the systems.

(c) Co-owner Negligence or Fault. If the Association determines in its sole discretion that maintenance, repair, decoration or replacement is required as a result of the failure of the Co-owner to perform his/her responsibility as set forth in (b) above, or is a result of the negligence, fault or improper conduct of a Co-Owner, the Association may proceed to perform the required work itself. The cost of any such maintenance, repair, decoration or replacement performed by the Association shall be paid by the Co-Owner and added to his/her monthly Association assessment, if necessary. Failure of the Co-owner to pay the charges incurred by the Association shall entitle the Association to proceed with all remedies set forth in Articles II of the Condominium Bylaws.

(d) Public Utilities. Public utilities furnishing services such as natural gas, electricity, cable television and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services and associated costs incurred to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article V.

(e) Modification of Unit and Improvements. All modifications made to Units and buildings and improvements constructed on a Unit shall be made in accordance with the requirements of the Master Deed, Bylaws and Township Ordinances.

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

ARTICLE V
UNIT DESCRIPTION, PERCENTAGE OF VALUE,
AND DEVELOPMENT BY PHASE

Section 1. Description Of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan of CEDAR RIDGE SITE CONDOMINIUM which is attached hereto as Exhibit "B". There are thirty-one (31) Units created for residential uses in the Condominium Project established by this Master Deed. Each Unit shall consist of the space located within horizontal and vertical Unit boundaries as delineated on Exhibit "B" hereto together with all appurtenances thereto.

Section 2. Percentage Of Value. The total value of the Project is 100%. The determination of the percentages of value was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and concluding that there are not material differences. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, 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. Accordingly, the percentage of value assigned to each single family residential Unit shall be equal, that is, 0.03333%.

Section 3. Modification Of Units And Common Elements By Developer. The size, location, nature, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit "B", as same may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person, so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns 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. All modifications shall be made in accordance with Township Ordinances.

Section 4. Relocation Of Boundaries Of Adjoining Units By Co-Owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units and upon approval of the affected mortgagees of these Units and the Township. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of said affected mortgagees and the Township, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof and such amendments shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such

interested persons irrevocably appoint the Association, through its Board of Directors, 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 re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. The amendment shall be delivered to the Co-owners of the Condominium Units involved upon payment by them of all reasonable costs for the preparation and recording thereof.

ARTICLE VI EASEMENTS

Section 1. Association Easements Over Condominium Units. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each of the residential dwellings that is constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with the terms hereof. The individual Co-owners are responsible for the maintenance, repair and replacement of all structural elements contained within their respective Unit boundaries, including driveways, and for lawn mowing and maintenance of landscaping. In the event that a Co-owner fails or neglects to maintain the exterior structural components of the Co-owner's Unit, including the driveway, in an aesthetic and/or harmonious manner as may from time to time be established by the Association in duly adopted regulations passed by the Board of Directors pursuant to its authority set forth in Article XI the Bylaws (Exhibit "A" hereto), or fails to mow the lawn or otherwise maintain the landscaping with the Unit boundaries, the Association shall be entitled to effect such maintenance to the Unit and/or such maintenance of landscaping and to assess the Co-owner the costs thereof and to collect such costs as part of the assessments. There also shall exist easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit as a Limited Common Element to the extent repair is necessitated on account of an occurrence with respect to which a Co-owner is required under the Condominium Documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatsoever with respect to such dwellings or improvements or to perform any maintenance or repairs thereon.

Section 2. Reservation Of Right To Grant Easements For Utilities. The Developer may grant easements for utilities over, under and across the Condominium to appropriate governmental bodies or public utility companies and transfer ownership of

utilities lines and appurtenances to governmental bodies or to utility companies. Such easement or transfer of ownership shall be conveyed by the 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 Livingston County Records. 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 required to effectuate the foregoing grant of easement or transfer of ownership.

Section 3. Reservation of Right to Grant Ingress and Egress Easements Over Private Roads. The Developer may grant easements over the private roads within the Condominium to owners of the adjoining property located South of the Condominium. Any compensation received or to be received from the owners of the dominant estate shall be paid to the association and shall be used to pay for the costs of maintenance repair and replacement of the private roads.

Section 4. Grant Of Easements By Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), 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 the Developer so long as the Construction and Sales Period has not expired.

Section 5. Association And Developer Easements For Maintenance, Repair And Replacement. The 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, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or Bylaws or to respond to any emergency or common need of the Condominium. Neither the Developer nor the Association nor public utilities shall be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the 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 installment of the annual 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 and foreclosure of the lien securing payment.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Easements For Storm Water Drainage, Storm Water Detention/Retention Area and Storm Water Drainage System. There shall exist easements over all Units for purposes of providing storm water drainage and detention/retention, access and maintenance as designated on the Condominium Subdivision Plan. In order to provide assurances that the storm water drainage designed for the Condominium Premises shall remain unimpeded no Co-owner shall in any way disturb the grade or otherwise modify the areas within such easements. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within any open storm drainage easement areas lying within such Co-owner's Unit except as the same may be disturbed by the actions of the Association or any public agency having jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities. The costs of maintenance, repair and replacement of the Storm Water Detention/Retention Areas and the Storm Water Drainage System of the Condominium shall be borne by the Association unless and until easements therefor have been duly granted to and accepted by the Livingston County Drain Commissioner whereupon the responsibility for such maintenance, repair and replacement shall be that of the public agency having jurisdiction.

Section 8. Private Road. The private road and related improvements as shown on the Condominium Subdivision Plan and/or installed by the Developer or the Association shall be regularly maintained, replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium road on a regular basis in order to maximize the useful life of the road and to minimize repair and replacement costs. The road shall be maintained by the Association in such manner as will allow unobstructed access throughout the Condominium. All repairs to the road and the road drainage system shall conform to the Green Oak Township private road standards and specifications for construction in effect at the time of the repair. As an absolute minimum standard, road snow plowing by the Association shall take place when accumulated snow measures six (6) inches in depth; however, the Board of Directors of the Association, in its discretion, may establish a more stringent standard for the plowing of snow.

In the event that the Association fails to provide adequate maintenance, repair, replacement and/or snow plowing of the hereinmentioned private road, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, replacement and/or snow plowing be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, replacement and/or snow plowing and the costs thereof plus an administrative fee to be determined by the Township but not exceeding twenty-five (25%) percent of such costs may be assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll. The Association shall defend, indemnify and hold harmless the Township and its officials, employees and/or administrators from and against all claims, damages, losses and expenses arising out of the failure of the Association to properly maintain the road in the Condominium.

Neither Green Oak Township nor the Board of County Road Commissioners of the County of Livingston have responsibility for the maintenance and upkeep of the road within the Condominium Subdivision.

Co-owners using the roads shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other Co-owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others traveling to or returning from any of the Units and having a need to use the road.

Section 9. Special Assessment For Maintenance and Improvement of Rushton Road. The Co-owners of each Unit in Cedar Ridge Site Condominium are hereby informed that by purchasing a Unit in Cedar Ridge they agree that if a special assessment district is created by Green Oak Township for the paving of Rushton Road, the Units within Cedar Ridge Site

paving of Rushton Road, the Units within Cedar Ridge Site Condominium shall be benefited thereby and, together with all other benefited properties, shall be included within the special assessment district. The Co-owners of each Unit shall pay in annual installments the prorata share of the costs of the road improvement project as the special assessments are spread equally against the benefited lands within the special assessment district. In the event that the special assessments are levied against the benefited lands within the special assessment district based on another formula, the Co-owners of each unit shall pay the respective equitable share of the costs of the road improvements as the same may be established by such formula.

ARTICLE VII EXPANSION OF CONDOMINIUM

Section 1. Expansion of Condominium.

(a) Area of Future Development. The Condominium Project, established pursuant to the initial Master Deed may, at the election of Developer, be treated as the first phase of an expandable condominium under the act. An additional phase of the Condominium Project may be established at any time, with Green Oak Township approval, upon all or some portion or portions of the following described land at the sole discretion of the developer who shall not be required to obtain the consent of the Co-owners of Units to expand the Condominium Project.

LEGAL DESCRIPTION. Part of the West 1/2 of the Southeast 1/4 of Section 23, T1N-R6E, Green Oak Township, Livingston County, Michigan, described as commencing at the South 1/4 corner of said Section 23; thence due North along the centerline of Rushton Road, said line also being the North-South 1/4 line of said Section 23, 1962.88 feet to the Point of Beginning of parcel to be described; thence continuing due North along the centerline of Rushton Road, also being the North-South 1/4 line 233.00 feet; thence South 89°54'35" East 1337.07 feet; thence South 0°08'55" West 230.78 feet; thence South 89°59'45" West 1336.48 feet to the Point of Beginning, containing 7.16 acres, more or less.
Tax Parcel No. 16-23-400-002 (*=degrees)

(b) Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer and with the approval of the Township, within a period ending no later than six (6) years after initial recording of this Master Deed, be increased by the addition to this condominium of all or any portion of the area of future development and the establishment of units thereon. The location, nature, appearance, design or structural components of the units and/or other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures and improvements in the project, as determined by Developer in its sole discretion. No unit will be created within

any part of the area of future development which is added to the condominium that is not restricted exclusively to residential use.

(c) Expansion Not Mandatory. Nothing herein contained will in any way obligate the Developer to enlarge the condominium project beyond the phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project or any other form of development. There are no restrictions on the election of the Developer to expand the project other than as is explicitly set forth herein. There is no obligation on the part of the Developer to add to the condominium project all or any portion of the area of future development.

(d) Amendment to Master Deed and Modification of Percentages of Value. An increase in size of this condominium project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of 100 percent for the entire project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments and percentages of value will be made within the sole judgment of Developer. Such readjustments, however, will reflect a continuing reasonable relationship, among percentages of value based upon the original method of determining percentages of value for the project.

(e) Redefinition of Common Elements. The amendment or amendments to the Master Deed by the Developer to expand the condominium may also contain such further definitions and redefinitions of general or limited common elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the additional parcel or parcels being added to the project by the amendment. In connection with any such amendment(s), Developer will 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, including, but not limited to, the connection of roadways in the project to any roadways that may be located on or planned for the area of future development, to provide access to any unit that is located on or planned for the area of future development from the roadways located in the project. An amendment to re-define the common elements shall require the approval of the Township.

Regardless of whether Developer elects to expand the existing condominium project or to create a separate condominium project (or projects) or any other form of development, the residents of such future development shall be entitled to use the private roads of CEDAR RIDGE SITE CONDOMINIUM, but the ability to use the trails and open space and private roads will also include a responsibility to contribute to the repair, maintenance or

replacement thereof, and subject to the same restrictions and conditions.

(f) Additional Provisions. The amendment or amendments to the Master Deed by the Developer to expand the condominium will also contain such provisions as Developer may determine necessary or desirable.

- i. To make the project contractable and/or convertible as to portions of or all of the parcel being added to the project;
- ii. To create easements burdening or benefiting portions or all of the parcel being added to the project, and/or;
- iii. To create or change restrictions or other terms and provisions effecting the additional parcel or parcels being added to the project or affecting the balance of the project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the units to be located within the additional parcel being added to the project.

ARTICLE VIII AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of all of the Co-owners except as hereinafter set forth:

Section 1. Modification Of Units Or Common Elements. No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit and the Township nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant and the Township.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-third (66-2/3%) percent of all mortgages of record, allowing one (1) vote for each mortgage held.

Section 3. By Developer. Prior to one (1) year after expiration of the Construction and Sales Period described in Article III, Section 10 above, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the

Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owners or mortgagees in the Condominium, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or of the State of Michigan.

Section 4. Change In Percentage of Value. The value of the vote of any Co-owner and corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee not shall the percentage of value assigned to any Unit be modified without like consent, except as provided in the Master Deed and/or the Bylaws.

Section 5. Termination, Vacatin, Revocation And Abandonment. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (during the Construction and Sales Period) together with eighty (80%) percent of the non-Developer Co-owners and as otherwise allowed by law.

Section 6. Developer Approval. Article VI and this Article VII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of construction of residential units on the Condominium Premises. During the time period referenced in the preceding sentence, no other portion of this Master Deed, nor the Bylaws attached hereto as Exhibit "A", nor the Subdivision Plan attached hereto as Exhibit "B" may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or otherwise 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 the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate written instrument duly recorded in the Office of the Livingston County Register of Deeds.

Section 7. Amendments For Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National

of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of the Co-owners or mortgagees subject to Township approval to do so.

ARTICLE IX
DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its agents, representatives, employees, successors and assigns may, at all times that Developer continues to own any Units, maintain offices, model Units, parking, storage areas and other facilities within the Condominium Project and engage in such other acts as it deems necessary to facilitate the development and sale of the Project, subject to Township approval. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of Units in the Condominium Project. In connection therewith, Developer shall have full and free access to all Common Elements and unsold Units.

ARTICLE X
ASSIGNABILITY

Any or all of the rights and powers granted or reserved to the 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 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 Livingston County Register of Deeds.

IN WITNESS WHEREOF, the Developer has placed its hand and seal on the date indicated herein.

WITNESSES:

Richard A. Heikkinen
Richard A. Heikkinen

DEVELOPER:
HOWELL BUILDING & DEVELOPMENT,
INC., Michigan Corporation

By: Dan C. Howell
Dan C. Howell
Its President

Nancy A. Bogardus
Nancy A. Bogardus

STATE OF MICHIGAN]
COUNTY OF LIVINGSTON]
]ss

The foregoing instrument was acknowledged before me this 6th day of October, 1998, by Dan C. Howell, the President Member of HOWELL BUILDING & DEVELOPMENT, INC., a Michigan Corporation, on behalf of the corporation.

Richard A. Heikkinen
Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

The Master Deed of CEDAR RIDGE SITE CONDOMINIUM was reviewed by the Green Oak Township and approved for the purpose of determining compliance with applicable Township ordinances and consistency between the Master Deed and Exhibit "B". The approval does not absolve the Developer and the Association from compliance with applicable codes and regulations.

WITNESSES:

GREEN OAK TOWNSHIP

Richard A. Heikkinen
Richard A. Heikkinen

By: JAN M. PLAS 10/6/98
JAN M. PLAS
Its Supervisor

Nancy J. Bogardus
Nancy J. Bogardus

By: MARLYNE J. MCKIM
MARLYNE J. MCKIM
Its Clerk

STATE OF MICHIGAN]
COUNTY OF LIVINGSTON]
]ss

On this 6th day of October, 1998, before me appeared Jan M. Plas and Marlyne J. McKim, to me personally known, who being by me sworn, did each for himself/herself say that they are respectively the Supervisor and Clerk of the Green Oak Township, and that said instrument was signed and sealed in behalf of the Green Oak Township by authority of its Board of Trustees.

Richard A. Heikkinen
Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

The First National Bank in Howell does consent to the recording of the MASTER DEED of CEDAR RIDGE SITE CONDOMINIUM PLAN NO. 155.

WITNESSES:

Richard A. Heikkinen
Richard A. Heikkinen

Nancy A. Bogardus
Nancy A. Bogardus

FIRST NATIONAL BANK IN HOWELL

By: Dennis P. Gehringer
DENNIS P. GEHRINGER
Its Vice President

STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by Dennis P. Gehringer, Vice President of First National Bank in Howell, a National Banking Corporation, on behalf of the corporation and by authority of its Board of Directors.

Nancy A. Bogardus
Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My commission expires: 6/26/99

Master Deed Drafted By:
Upon Recording Return To:

Richard A. Heikkinen, Esq.
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell, Michigan 48843

TABLE OF CONTENTS
BYLAWS OF CEDAR RIDGE SITE CONDOMINIUM

ARTICLE I.....ASSOCIATION OF CO-OWNERS.....	p. 1
ARTICLE II.....ASSESSMENTS.....	p. 1
Section 1.....Assessments for Common Elements....	p. 1
Section 2.....Determination of Assessments....	p. 2
(a).....Budget.....	p. 2
(b).....Special Assessments.....	p. 3
Section 3.....Apportionment of Assessments; Default in Payment.....	p. 3
Section 4.....Waiver of use or Abandonment of Unit; Uncompleted Repair Work.....	p. 4
Section 5.....Enforcement.....	p. 4
Section 6.....Liability of Mortgagee.....	p. 6
Section 7.....Developer's Responsibility for Assessments.....	p. 6
Section 8.....Property Taxes and Special Assessments.....	p. 6
Section 9.....Water and Sewer Assessments.....	p. 6
Section 10.....Personal Property Tax Assessment of Association Property.....	p. 6
Section 11.....Mechanic's Lien.....	p. 7
Section 12.....Statement as to Unpaid Assessments.p.	7
ARTICLE III.....ARBITRATION.....	p. 7
Section 1.....Scope and Election.....	p. 7
Section 2.....Judicial Relief.....	p. 8
Section 3.....Election of Remedies.....	p. 8
Section 4.....Co-owner Approval for Civil Actions Against Developer and First Board of Directors.....	p. 8
ARTICLE IV.....INSURANCE.....	p. 8
Section 1.....Extent of Coverage.....	p. 8
(a).....Responsibilities of Association....	p. 8
(b).....Insurance of Common Elements.....	p. 8
(c).....Premium Expenses.....	p. 9
(d).....Proceeds of Insurance Policies....	p. 9
Section 2.....Authority of Association to Settle Insurance Claims.....	p. 9
Section 3.....Responsibilities of Co-owners....	p. 9
Section 4.....Waiver of Right of Subrogation....	p. 10
Section 5.....Indemnification.....	p. 10
ARTICLE V.....RECONSTRUCTION OR REPAIR.....	p. 10
Section 1.....Responsibility for Reconstruction or Repair.....	p. 10
(a).....General Common Elements.....	p. 10
(b).....Unit or Improvements Thereon.....	p. 11
Section 2.....Repair in Accordance with Master Deed, Etc.....	p. 11

Section 3.....Association Responsibilities	
for Repair.....	p. 11
Section 4.....Timely Reconstruction and Repair...p.	11
Section 5.....Eminent Domain.....p.	11
(a).....Taking of Unit or Improvement	
Thereon.....	p. 11
(b).....Taking of General Common Elements..p.	12
(c).....Continuation of Condominium	
After Taking.....	p. 12
(d).....Notification of Mortgagees.....p.	12
(e).....Applicability of the Act.....p.	12
Section 6.....Mortgages Held by FHLMC; Other Institutional Holders.....p.	12
Section 7.....Priority of Mortgagee Interests....p.	12
 ARTICLE VI.....RESTRICTIONS.....p.	13
Section 1.....Residential Use.....p.	13
Section 2.....Leasing and Rental.....p.	13
(a).....Right to Lease.....p.	13
(b).....Leasing Procedures.....p.	14
(c).....Violation of Condominium Documents by Tenants or Non Co-owner	
Occupants.....	p. 14
(d).....Arrearage in Condominium Assessments.....	p. 14
Section 3.....Architectural Control, Alterations and Modifications of Units and Common Elements.....p.	15
(a).....Licensed Builder.....p.	15
(b).....Plan and Specificaitons Approval...p.	15
(c).....Landscaping.....p.	15
(d).....Standards for Construction and Landscape Plan Approval.....p.	16
(e).....Special Maintenance.....p.	16
(f).....Developer's Improvements.....p.	16
(g).....Assignment of Developer's Rights...p.	16
Section 4.....Residential Building Setbacks.....p.	16
(a).....Front Yard.....p.	16
(b).....Side Yard.....p.	17
(c).....Rear Yard.....p.	17
Section 5.....Minimum Floor Space and Size.....p.	17
Section 6.....Driveways.....p.	17
Section 7.....Health Department Restrictions.....p.	17
Section 8.....Foundations.....p.	19
Section 9.....Garages/Outbuildings.....p.	19
Section 10.....Chimney.....p.	19
Section 11.....Roof Pitch.....p.	19
Section 12.....Construction Materials.....p.	19
Section 13.....Occupancy.....p.	19
Section 14.....Construction Site Appearance.....p.	19
Section 15.....Residences - not Substantially Similar in Exterior Design and Appearance.....p.	20
Section 16.....Antenna.....p.	20

Section 17.....Lighting.....	p. 20
Section 18.....Pools, Jacuzzis and Hot Tubs.....	p. 20
Section 19.....Patio decks and walls.....	p. 20
Section 20.....Fences.....	p. 20
Section 21.....Mailboxes.....	p. 21
Section 22.....Unfinished and Temporary Structures.....	p. 21
Section 23.....Outdoor Court.....	p. 21
Section 24.....Unit Grade.....	p. 21
Section 25.....Activities.....	p. 21
Section 26.....Pets.....	p. 21
Section 27.....Aesthetics.....	p. 22
Section 28.....Common Elements Maintenance.....	p. 23
Section 29.....Vehicles, Trailers and Boats.....	p. 23
Section 30.....Advertising and Signs.....	p. 24
Section 31.....Regulations.....	p. 24
Section 32.....Landscaping.....	p. 24
Section 33.....Disposition of Interest in Unit by Sale or Lease.....	p. 24
(a).....Notice to Association; Co-owner to Provide Condominium Documents to Purchaser or Tenant.....	p. 24
(b).....Developer and Mortgagees not Subject to Section.....	p. 25
Section 34.....Co-owner Maintenance.....	p. 25
Section 35.....Developer's Rights to Furtherance of Development and Sale.....	p. 25
Section 36.....Enforcement of Bylaws.....	p. 26
Section 37.....Assessment of Costs of Enforcement.p.	26
ARTICLE VII.....MORTGAGES.....	p. 26
Section 1.....Notice to Association.....	p. 26
Section 2.....Insurance.....	p. 26
Section 3.....Notificaiton of Meetings.....	p. 27
ARTICLE VIII.....VOTING.....	p. 27
Section 1.....Vote.....	p. 27
Section 2.....Eligibility to Vote.....	p. 27
Section 3.....Designation of Voting Representative.....	p. 27
Section 4.....Quorum.....	p. 27
Section 5.....Voting.....	p. 28
Section 6.....Majority.....	p. 28
ARTICLE IX.....MEETINGS.....	p. 28
Section 1.....Place of Meeting.....	p. 28
Section 2.....First Annual Meeting.....	p. 28
Section 3.....Annual Meetings.....	p. 29
Section 4.....Special Meetings.....	p. 29
Section 5.....Notice of Meetings.....	p. 29
Section 6.....Adjournment.....	p. 29
Section 7.....Order of Business.....	p. 29
Section 8.....Action Without Meeting.....	p. 30
Section 9.....Consent of Absentees.....	p. 30

Section 10.....Minutes; Presumption of Notice.....p.	30
ARTICLE X.....ADVISORY COMMITTEE.....p.	30
ARTICLE XI.....BOARD OF DIRECTORS.....p.	31
Section 1.....Qualification of Directors.....p.	31
Section 2.....Election of Directors.....p.	31
(a).....First Board of Directors.....p.	31
(b).....Appointment of Non Developer Co-owners to Board Prior to First Annual Meeting.....p.	31
(c).....Election of Directors at and After First Annual Meeting.....p.	32
Section 3.....Powers and Duties.....p.	33
Section 4.....Other Duties.....p.	33
Section 5.....Management Agent.....p.	34
Section 6.....Vacancies.....p.	35
Section 7.....Removal.....p.	35
Section 8.....First Meeting.....p.	35
Section 9.....Regular Meetings.....p.	35
Section 10.....Special Meetings.....p.	36
Section 11.....Waiver of Notice.....p.	36
Section 12.....Quorum.....p.	36
Section 13.....Closing of Board of Directors' Meetings to Members; Privileged Minutes.....p.	36
Section 14.....Action by Written Consent.....p.	36
Section 15.....Actions of First Board of Directors Binding.....p.	36
Section 16.....Fidelity Bonds.....p.	37
ARTICLE XII.....OFFICERS.....p.	37
Section 1.....Officers.....p.	37
Section 2.....Election.....p.	37
Section 3.....Removal.....p.	37
Section 4.....President.....p.	37
Section 5.....Vice President.....p.	38
Section 6.....Secretary.....p.	38
Section 7.....Treasurer.....p.	38
Section 8.....Duties.....p.	38
ARTICLE XIII.....SEAL.....p.	38
ARTICLE XIV.....FINANCE.....p.	38
Section 1.....Records.....p.	38
Section 2.....Fiscal Year.....p.	39
Section 3.....Depositories.....p.	39
ARTICLE XV.....INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE.....p.	39
Section 1.....Indemnification of Directors and Officers.....p.	39

Section 2.....Directors' and Other Officers' Insurance.....	p. 40
ARTICLE XVI.....AMENDMENTS.....	p. 40
Section 1.....Proposal.....	p. 40
Section 2.....Meeting.....	p. 40
Section 3.....Voting.....	p. 40
Section 4.....By Developer.....	p. 40
Section 5.....When Effective.....	p. 41
Section 6.....Binding.....	p. 41
ARTICLE XVII.....COMPLIANCE.....	p. 41
ARTICLE XVIII.....DEFINITIONS.....	p. 41
ARTICLE XIX.....REMEDIES FOR DEFAULT.....	p. 41
Section 1.....Relief Available.....	p. 41
(a).....Legal Action.....	p. 41
(b).....Recovery of Costs.....	p. 42
(c).....Removal and Abatement.....	p. 42
(d).....Assessment of Fines.....	p. 42
Section 2.....Nonwaiver of Right.....	p. 43
Section 3.....Cumulative Rights, Remedies and Privileges.....	p. 43
Section 4.....Enforcement of Provisions of Condominium Documents.....	p. 43
ARTICLE XX.....RIGHTS RESERVED TO DEVELOPER.....	p. 43
ARTICLE XXI.....SEVERABILITY.....	p. 44