

Purchaser Information Booklet

for

NORTHVILLE GREEN CONDOMINIUM

A Residential Condominium Conversion Development
in the
City of Northville
Wayne County, Michigan

DEVELOPER:

Northville Green Partners, L.L.C.
255 E. Brown Street, Suite 105
Birmingham, Michigan 48009

NORTHVILLE GREEN CONDOMINIUM

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CONDOMINIUM SUBDIVISION PLAN

GRANT OF WATER MAIN EASEMENT

GRANT OF DRIVEWAY EASEMENT

GRANT OF 12 FOOT SANITARY SEWER EASEMENT

**NORTHVILLE GREEN CONDOMINIUM ASSOCIATION ARTICLES OF
INCORPORATION AND FILING ENDORSEMENT**

MANAGEMENT AGREEMENT

ESCROW AGREEMENT

APP 18 2006

\$210.00 DEED
Receip't #111936

RECORDED
BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI

Li-44509 Pa-95
206183352 4/18/2006 09:00AM
Bernard J. Youngblood
Wayne Co. Register of Deeds

\$6.00 RECORDING/100

MASTER DEED

NORTHVILLE GREEN CONDOMINIUM

PREAMBLE

This Master Deed is made and executed as of this 10th day of April, 2006, by Northville Green Partners, L.L.C., a Michigan limited liability company, hereinafter referred to as "Developer," the address of which is 255 E. Brown Street, Suite 110, Birmingham, Michigan 48009 represented herein by its Manager who is fully empowered and qualified to act on behalf of the limited liability company, 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."

WITNESSETH:

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Northville Green Condominium as a Condominium Project under the Act and does declare that Northville Green Condominium (hereinafter referred to as the "Condominium," "Project," "Development" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to 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 Project, it is provided as follows:

This is to certify that there are not tax liens or taxes on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT
No. 3303 Reynard Witting Date 7/18/06
WAYNE COUNTY TREASURER Clerk J. Hunter

EXAMINED AND APPROVED
DATE APR 18 2006

BY MPM AL/AK

NORMAN C. DUPUIE

04-18-2006 11CL3303 PLAT ENGINEERS

4.00

B MDC 210 6R 68 pg A yh

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Northville Green Condominium, Wayne County Condominium Subdivision Plan No. 909. The Condominium Project is established in accordance with the Act. The Dwellings contained in the Condominium, including the number, boundaries, dimensions and area of each Dwelling therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Dwelling is intended for residential purposes and is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Dwelling and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated, described and limited in this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

Part of Lots 442 and 443, Assessor's Northville Plat No. 5 of Plat of Simonds, Dubuar and White's Addition to the Village (now City) of Northville and part of the Northwest 1/4 of Section 3, Town 1 South, Range 8 East, Village of Northville, Wayne County, Michigan, according to the Plat thereof Recorded in Liber 66 of Plats, Page 41, Wayne County Records; being more particularly described as follows: Commencing at the Northwest corner of Section 3, Town 1 South, Range 8 East; thence South 02 Degrees 38 Minutes 05 Seconds East, 43.00 feet to the Point of Beginning; thence North 87 Degrees 21 Minutes 13 Seconds East, 252.71 feet along the Southerly 43 foot Right of Way line of Eight Mile Road; thence South 78 Degrees 10 Minutes 11 Seconds East, 97.96 feet and South 66 Degrees 23 Minutes 16 Seconds East, 102.61 feet along the Southerly right of way line of Randolph Street (width varies) to a point on the Northerly line of Randolph Creek Condominiums, Wayne County Condominium Subdivision Plan No. 542 the Master Deed of which is recorded in Liber 31086, Page 620 Wayne County Records; thence South 56 Degrees 33 Minutes 20 Seconds West (recorded as North 56 Degrees 39 Minutes 19 Seconds East), 86.69 feet along said line to a point on the westerly line of said Randolph Creek Condominiums; thence South 02 Degrees 57 Minutes 10 Seconds East (recorded as: North 02 Degrees 56 Minutes 27 Seconds East), 359.38 feet in part along the westerly line of said Randolph Creek Condominiums to the Southeast corner of said Randolph Creek Condominiums; Thence South 87 Degrees 53

Minutes 30 Seconds West, 367.15 feet along the Southerly line of said Lot 442 to the Southwest corner of said Lot 442; thence North 02 Degrees 38 Minutes 05 Seconds West, 470.20 feet along the westerly line of said Lot 442 to the Point of Beginning. Containing 174,024 square feet or 3.99 acres.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Northville Green Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Northville Green 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.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. **Association.** "Association" means Northville Green Condominium Association, the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association 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. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. **City.** "City" means the City of Northville, a Michigan municipal corporation, located in Wayne County, Michigan, and all successors thereto.

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" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 7. Condominium Premises. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Northville Green Condominium as described above.

Section 8. Condominium Project, Condominium, Project or Development. "Condominium Project", "Condominium," "Project" or "Development" means Northville Green Condominium as a Condominium Project as initially established and as may be subsequently expanded in conformity with the provisions of the Act.

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

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed, if applicable, which shall describe Northville Green Condominium as a completed Condominium Project and shall reflect all Dwellings and Common Elements therein, as may result from the exercise of convertibility rights under Article VI hereof and other modifications pursuant to the Condominium Documents and which shall express percentages of value pertinent to each Dwelling as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Wayne County Register of Deeds shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto and restatements thereof.

Section 11. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Dwellings in the Condominium Project 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 Northville Green Partners, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. Development and Sales Period. "Development and Sales Period" means the period commencing with the recording of this Master Deed and continuing as long as the Developer owns any Dwelling which it offers for sale.

Section 14. Dwelling, Unit or Condominium Unit. "Dwelling", "Condominium Unit" or "Unit" each mean the enclosed space constituting a single complete residential Unit in Northville Green Condominium, as such space may be described in Article V, Section 1 and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 15. 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 (except the Developer's delegate under Article XIII, Section 2(c)(1) of the Bylaws) and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion at any time after conveyance of legal or equitable title to 50% of the Dwellings which may be created or (b) mandatorily after (i) the elapse of 54 months from the date of conveyance of legal or equitable title to the first Dwelling or (ii) the elapse of 120 days after conveyance of legal or equitable title to 75% of all Dwellings which may be created, whichever first occurs.

Section 16. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described below and in Exhibit B and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are:

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

(a) **Land.** The land described in Article II hereof, and designated on Exhibit B as General Common Elements including landscaped areas, private drives, walks and parking spaces located thereon to the extent that any such elements are not identified as Limited Common Elements.

(b) **Electrical.** The electrical transmission system throughout the Project up to but not including the electric meter for each Unit.

(c) **Common Lighting.** The common lighting system throughout the Project, both interior and exterior, including all related electrical transmission lines, lighting fixtures and related equipment together with general common lighting for the project and any meters which measure general common electricity.

(d) **Telephone**. The telephone system throughout the Project up to the telephone control box for each Unit.

(e) **Gas**. The gas distribution system throughout the Project up to, but not including, the gas meter for each unit. The gas meters which measure gas consumption to heat common hot water are General Common Elements.

(f) **Water and Water Meters**. The water distribution system throughout the Project up to the point of entry to each Unit and including any irrigation system fixtures, connections or controls whether located inside or outside any Unit or Limited Common Element. The water meter for each building is a General Common Element and all water expense for the Condominium shall be shared among Unit Owners in accordance with their respective percentages of value.

(g) **Sanitary Sewer**. The sanitary sewer system throughout the Project up to the point of entry to each Unit.

(h) **Storm Sewer**. The storm sewer and surface drainage system throughout the Project, including sump pumps.

(i) **Construction**. Foundations, floor construction (including any subfloor but not including any finished floor) supporting footings and columns, exterior walls, chimneys, roofs and roof construction.

(j) **Beneficial Easements**. Beneficial easements, which may exist from time to time lying outside the Condominium Premises and which provide access, utilities or other services required by the Project including the rights to utilize the driveways, roadways and other Community Facilities described in IV, Section 1(l) below.

(k) **Cable Television Wiring**. The cable television transmission system throughout the Project up to the cable control mechanism, for any Unit.

(l) **Other**. Fences, walls, vehicle entry and exit gates, trash dumpsters, signage, landscaping and all other elements designated as General Common Elements in the Condominium Subdivision Plan together with such other elements of the Project not herein or in the Condominium Subdivision Plan 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 and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, shall be General Common Elements only to the

extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Porches.** Each individual building entry porch in the Project is restricted in use to the Co-owners of the Unit or Units which are serviced by such entry porch as shown on Exhibit "B" hereto.

(b) **Air Conditioning Equipment.** Each air conditioner compressor (including the pad on which it is located and other related fixtures and equipment) is appurtenant as a Limited Common Element to the Dwelling which it serves.

(c) **Carport Parking Spaces.** Each carport parking space shall be limited in use to the Unit to which it is assigned as a Limited Common Element in the deed of conveyance to such Unit or by other recordable instrument.

(d) **Individual Storage Areas.** The individual storage areas in the basement areas of the buildings as designated on the Condominium Plan shall be Limited Common Elements appurtenant to the Units to which they are respectively assigned in the deed of conveyance to such Unit or by other recordable instrument..

(e) **Hallways, Vestibules, Stairways, Common Basement Areas and Common Hot Water Heaters.** Each hallway, vestibule, stairway, common basement area and common hot water heater in the buildings as depicted on Exhibit B hereto as Limited Common Elements shall be limited in use to the Owners of the Units served by such hallways, stairways, common basement areas and common hot water heaters.

(f) **Furnaces.** Each gas, forced-air furnace (including its ducts and other related fixtures and equipment) is appurtenant as a Limited Common Element to the Dwelling which it serves as identified by corresponding number on the Condominium Subdivision Plan.

(g) **Windows, Window Frames, Screens and Doors.** Windows, screens and doors located within the perimeter walls of each Unit are limited in use to the Co-owners of the Unit which adjoins such windows, window frames, screens and doors.

(h) **Ducts, Electrical Wiring, Water Lines, Drain Lines, Gas Lines and Cable Television Wiring.** Cooling and heating duct work, water lines, drain lines, electrical wiring, gas lines and cable television wiring which exclusively serve each Unit shall be limited in use to each Co-owner whose Unit is served by such utilities.

(i) **Meters**. Meters for electricity and natural gas which exclusively serve a single Unit shall be Limited Common Elements respectively appurtenant to each Unit served thereby and the cost of utilities measured therein shall be paid respectively by the Owner of each such Unit. Electric and gas meters which serve the common hot water heater and common lighting in each building shall be appurtenant as Limited Common Elements to the Units in each such building.

(j) **Security System**. Any security system for a Unit is limited in use to the Owner of the Unit served thereby. No security systems have been or will be installed by the Developer, however, and the Developer is not obligated to install any.

(k) **Mailboxes**. The individual Unit mailboxes are limited in use to the respective Owners of the Units served thereby.

(l) **Intercommunications Systems**. The intercommunications systems are limited in use to the Units which they respectively service.

(m) **Interior Surfaces**. The interior surfaces of the ceilings and perimeter walls and of the top of each sub-floor (interior attachments to such walls, ceilings and sub-floors being owned elements) which surround each Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(n) **Decks and Balconies**. The decks and balconies are limited in use to the Units which they respectively service.

(o) **Other Elements**. All other elements, if any, designated on the Condominium Subdivision Plan as Limited Common Elements.

Limited Common Elements may be assigned and re-assigned pursuant to the provisions of the Act.

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

(a) **Air Conditioning Equipment and Furnaces**. The costs of operation, maintenance, repair and replacement of each air conditioner compressor and furnace and their related fixtures and equipment as described in Article IV, Sections 2(b) and 2(f) above shall be borne by the Co-owner of the Dwelling serviced by such air conditioning compressor and furnace and related fixtures and equipment. It is further provided, however, that each Co-owner shall leave open the furnace/air conditioning duct to the common hallway in which the related Unit is located so that each Co-owner and Unit will contribute substantially equally to the heating and air conditioning of such hallway and this provision shall be administered equitably by the Association.

(b) **Windows, Window Frames, Screens and Doors.** All costs of maintenance, repair and replacement of the windows, window frames, screens and doors which service each Unit as described in Article IV, Section 2(g) shall be borne by the Co-owner of the Unit serviced thereby (except that the Association shall be responsible for any necessary exterior painting of windows, window frames, screens and doors).

(c) **Ducts, Wiring, Water Lines, Drain Lines and Gas Lines.** Costs of maintenance, repair and replacement of heating and cooling ducts and interior electrical wiring, water lines, drain lines, cable television wiring and gas lines as described in Article IV, Section 2(h) shall be borne by each Co-owner of a Unit serviced thereby.

(d) **Security Systems.** The costs of maintenance, repair and replacement of any security system appurtenant to a Unit as described in Article IV, Section 2(j) shall be borne by the Owner of the Unit serviced by such security system.

(e) **Intercommunication Systems.** The costs of maintenance, repair and replacement of the intercommunication system appurtenant to a Unit as described in Article IV, Section 2(l) shall be borne by the Owner of the Unit serviced thereby.

(f) **Hallways, Vestibules, Stairways, Common Basements, Common Hot Water Heaters and Certain Utility Expense.** The costs of operation, maintenance, repair and replacement of the Limited Common Elements described in Article IV, Section 2(e) and any commonly metered electrical and natural gas expense shall be apportioned among all Unit Owners in the Condominium in proportion to their respective percentages of value.

(g) **Interior Surfaces.** The costs of decoration, maintenance and repair of all surfaces referred to in Article IV, Section 2(m), as well as all surfaces located within the individual storage areas described in Article IV, Section 2(d), shall be borne by the Co-owner of each Dwelling to which such surfaces are appurtenant.

(h) **Carport and Parking Spaces.** All costs of maintenance, repair and replacement of the carports referenced in Article IV, Section 2(c) shall be borne by the Association as a regular expense of administration. All costs of providing electricity for carports and parking areas generally shall be an expense of administration to be borne by the Association.

(i) **Decks and Balconies.** All costs of decoration, maintenance, repair and replacement of the decks and balconies referenced in Article IV, Section 2(n) shall be borne individually by each Co-owner to whose Unit the same are respectively appurtenant.

(j) **Other.** The costs of maintenance, repair, replacement and operation of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. It is further provided, however,

that, in addition to the foregoing, in order to provide for flexibility, harmony and reasonable uniformity in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic maintenance functions with respect to Dwellings, appurtenances and improvements constructed or installed anywhere within the Condominium as it may deem reasonably appropriate.

Section 4. Responsibilities for Owned Elements and Property. Each Co-owner shall be individually responsible for maintenance, repair and replacement of all equipment, fixtures, attachments, appliances and interior partition walls, finished floors, cabinetry and the like located within his Unit.

Section 5. Use of Units and Common Elements. No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

Section 6. Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he or she is responsible, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such Limited Common Elements, all at the expense of the Co-owner of the Dwelling. Failure of the Association (or the Developer) to take any 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 under this Article IV 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 or her monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 7. Contracts For Goods and Services The Association shall enter into a single contract for trash removal and all Co-owners shall pay a *pro-rata* share of the cost thereunder as an expense of administration. Likewise, the Association may, in the discretion of the board of directors, enter into such other contracts for goods and services for the benefit of the Co-owners as it may deem advisable including, without limitation, contracts for buildings and grounds maintenance, cable television service, security service and leases of equipment.

ARTICLE V

DWELLING DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Dwellings. There are 52 Units in the Condominium which are numbered respectively 1 through 52, both inclusive. All such Units are described in this paragraph with reference to the Condominium Subdivision Plan of Northville Green Condominium as attached hereto as Exhibit B as the same may be amended from time to time. Each Unit shall include all that space contained within the finished unpainted plasterboard perimeter walls and plasterboard ceilings and from the finished subfloors all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. Heating and air-conditioning ducts, electrical wiring, water lines and gas lines contained within the boundaries of a Unit and which exclusively service each such Unit shall be owned as an appurtenance thereof.

Section 2. Percentages of Value. The percentage of value assigned to each of the 52 Units has been determined with reference to relative sizes of various Dwellings. The percentages of value for all Units are set forth below. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective degree of undivided ownership interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Condominium is 100.

| <u>Unit Number</u> | <u>Percentage of Value</u> | <u>Unit Number</u> | <u>Percentage of Value</u> |
|--------------------|----------------------------|--------------------|----------------------------|
| 1 | 1.57 | 21 | 1.93 |
| 2 | 1.57 | 22 | 1.93 |
| 3 | 1.57 | 23 | 1.93 |
| 4 | 1.57 | 24 | 1.93 |
| 5 | 1.57 | 25 | 1.93 |
| 6 | 1.57 | 26 | 1.93 |
| 7 | 1.57 | 27 | 1.93 |
| 8 | 1.57 | 28 | 1.93 |
| 9 | 1.57 | 29 | 1.93 |
| 10 | 1.57 | 30 | 1.93 |
| 11 | 1.57 | 31 | 1.93 |
| 12 | 1.57 | 32 | 1.93 |
| 13 | 1.57 | 33 | 1.93 |
| 14 | 1.57 | 34 | 1.93 |
| 15 | 1.57 | 35 | 1.93 |
| 16 | 1.57 | 36 | 1.93 |
| 17 | 1.93 | 37 | 1.93 |
| 18 | 1.93 | 38 | 1.93 |
| 19 | 1.93 | 39 | 1.93 |
| 20 | 1.93 | 40 | 1.93 |

| <u>Unit Number</u> | <u>Percentage of Value</u> | <u>Unit Number</u> | <u>Percentage of Value</u> |
|--------------------|----------------------------|--------------------|----------------------------|
| 41 | 2.38 | 48 | 2.38 |
| 42 | 2.38 | 49 | 2.38 |
| 43 | 2.38 | 50 | 2.38 |
| 44 | 2.38 | 51 | 2.38 |
| 45 | 2.38 | 52 | 2.38 |
| 46 | 2.38 | | |
| 47 | 2.38 | Total | 100.000% |

ARTICLE VI

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. All Units and Common Elements have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Dwellings and Common Elements may be modified as provided herein.

Section 2. The Developer's Right to Modify Dwellings and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the size, location, design or elevation of Dwellings and/or General or Limited Common Elements appurtenant or geographically proximate to such Dwellings within the Convertible Areas as so described in Section 1 immediately above and referenced on the Condominium Subdivision Plan. Such rights shall include, without limitation, the right to (a) construct balconies, decks, patios, privacy areas, (b) modify, install or relocate windows and doors in any areas; (c) to assign uncovered or covered General Common Element parking spaces as Limited Common Elements appurtenant to specific Units; and (d) to add and/or substitute such other and additional amenities as General and/or Limited Common Elements as it may determine. All such convertibility rights may be exercised by the developer, in its sole and absolute discretion. There is no obligation on the part of the Developer to exercise any of the convertibility rights reserved herein; hence, the convertible areas need not be built.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project.

Section 4. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or exercise of the convertibility rights of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed.

The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium.

Section 5. Redefinition of Common Elements. In connection with any such amendment or amendment(s), Developer shall have the right to change the nature, size, shape or location of any Common Element previously included in the initial or subsequent phases of the Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

Section 6. Right to Modify Floor Plans. The Developer further reserves the right, in its discretion, to amend and alter the floor plans and/or elevations of any buildings and/or Dwellings described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Dwellings shall be determined by the Developer in its sole judgment. All such improvements shall be reasonably compatible with the existing structures in the Condominium, as determined by the Developer in its sole discretion. No Dwelling shall be included within the Condominium that is not restricted exclusively to residential use.

Section 7. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto and may, at Developer's election, eliminate or modify any portions of the Condominium Documents which are inapplicable due to the passage of time, changes in circumstances or other appropriate considerations.

Section 8. Consent of Interested Persons. All of the Co-owners and mortgagees of Dwellings 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Dwellings which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

EASEMENTS

Section 1. Structural Easements. In the event any portion of a Dwelling or Common Element encroaches upon another Dwelling or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements for the benefit of the Co-owners shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements for the benefit of the Co-owners and the Association to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Dwelling walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Dwelling interior wall which supports a Common Element.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) **Access.** Developer reserves for the benefit of itself, its successors and assigns, and for all Owners of Dwellings in Northville Green Condominium, perpetual easements for the unrestricted use of the driveways, parking areas, sidewalks and other Common Elements in the Condominium as shown on the Condominium Subdivision Plan, for the purposes of ingress and egress to and from all or any portion of Northville Green Condominium. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes.

(b) **Utilities.** Developer also hereby reserves for the benefit of itself, its successors and assigns, all Co-owners in Northville Green Condominium, perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located within the Condominium Premises, including, but not limited to, water, gas, electrical, telephone, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, cable television purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired.

Section 4. Easements for Development, Marketing, Construction, Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements as may be necessary over the Condominium Premises, including all Dwellings and Common Elements to exercise any rights and fulfill any responsibilities of development, marketing, construction, maintenance, repair, decoration, replacement or relocation which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association and the Developer to obtain access during reasonable hours and upon reasonable notice to sump pumps, water meters, sprinkler controls and valves and other Common Elements or equipment which affects the operation of Common Elements located within any Dwelling or its appurtenant Limited Common Elements and the right of Developer to gain access to Dwellings or Common Elements to perform work for which it is obligated to the Association or to any Co-owner.

Section 5. Cable Television Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval, 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, 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 cable television, broad band cable, satellite dish, earth antenna and similar services (collectively "Cable Television") to the Condominium. 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 Cable Television law, including any Cable Television franchise ordinance as adopted from time to time by the City.

ARTICLE VIII

AMENDMENT

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

Section 1. Co-Owner Consent. No Dwelling dimension may be modified without the consent of the Co-owner and mortgagee of such Dwelling nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Dwelling to which the same are appurtenant.

Section 2. By Developer. Prior to two years after expiration of the Development and Sales Period, 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 depict the Condominium and its improvements in an "as-built" manner, correct survey or other errors made in such documents, add

or contract immaterial amounts of land to and from the Condominium Premises and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially diminish 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 or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. Change in Value of Vote, Maintenance Fee and Percentages of Value.

The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his or her mortgagee, nor shall the percentage of value assigned to any Dwelling be modified without like consent, except as elsewhere provided in this Master Deed.

Section 4. Mortgagee Approval. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the Amendment would materially alter or change the rights of mortgagees, in which event 66-2/3% of the first mortgagees shall approve such Amendment, giving one vote for each mortgage held.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners and 85% of first mortgagees.

Section 6. Developer Approval. No amendment to this Master Deed shall be effective without the written consent of the Developer so long as the Developer continues to offer any Dwelling in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project.

ARTICLE IX

ASSIGNMENT

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 Wayne County Register of Deeds.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed on this 10th day of April, 2006.

NORTHVILLE GREEN PARTNERS, L.L.C.,
a Michigan limited liability company

By:

James P. O'Malley, Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 10th day of April, 2006, the foregoing Master Deed was acknowledged before me in Oakland County, Michigan by James P. O'Malley, a duly authorized Member of Northville Green Partners, L.L.C., a Michigan limited liability company, on behalf of the company.

William T. Myers

William T. Myers
Notary Public, Oakland County, Michigan
My commission expires: August 29, 2011
Acting in Oakland County, Michigan

Drafted by:

William T. Myers of MYERS NELSON DILLON & SHIERK, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304

When recorded, return to drafter.

EXHIBIT A

NORTHVILLE GREEN CONDOMINIUM

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Northville Green Condominium, a residential Condominium Project located in the City of Northville, Wayne County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit 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 Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. 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 or her Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the

Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget; Regular Assessments. 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 Project, including a reasonable allowance for contingencies and reserves. 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 payments as set forth in Section 2(d) 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 subsection may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient: (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$3,500.00 annually for the entire Condominium Project, or (2) that an emergency exists, the Association shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Association also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Association to levy assessments pursuant to this subsection shall rest solely with the Association for the benefit of the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subsection (a) above, may be made by the Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding \$3,500.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (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 shall be levied in the sole discretion of the Association) shall not be levied without the prior approval of more than sixty (60) 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 of the members thereof.

(c) **Limitations on Assessments for Litigation.** The Board of Directors shall not have authority under this Article II, Section 2, or any other provision of these Bylaws or the Master Deed, to levy any assessment, or to incur any expense or legal fees with respect to any litigation, without the prior approval, by affirmative vote, of not less than sixty-six and two-thirds percent (66 2/3%) of all Co-owners. This subsection shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to Article II, Section 7 of these Bylaws. In no event shall the Developer be liable for, nor shall any Unit owned by the Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against Developer, whether by arbitration, judicial proceeding, or otherwise.

(d) **Apportionment of Assessments.** 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 each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 3. Developer's Responsibility for Financial Contributions. From the date of the closing of the first sale of a Unit to a purchaser, Developer shall commence payment of amounts equal to the monthly Association assessments with respect to Units owned by it and shall pay such assessments with respect to such Units owned by it as long as such ownership continues. Such amounts need not be paid on a precise monthly schedule but shall be paid with reasonable periodicity. When necessary in the judgment of the Developer, the Developer may loan monies to the Association to meet any current operating requirements in order to avoid the necessity of special assessments on a temporary basis and shall be entitled to reimbursement and repayment thereof on demand. The Developer shall likewise be entitled to take credit at such time or times as it may elect against any such amounts falling due by it to the Association for any sums paid directly by the Developer to providers of services or materials for or on behalf of the Association or other expenses of the Association paid by it.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed twenty-five (\$25.00) dollars per installment per month may be assessed automatically by the Association upon each installment in default for ten (10) or more days until paid in full.

Each delinquent installment and/or related penalty which is not paid by the time the next regular monthly installment falls due shall constitute a separate delinquency for each month that it remains unpaid and is subject to the continuing assessment of separate additional delinquency penalties for each month during which the default continues. This late charge maximum may be increased from time to time by action of the Board of Directors which increase shall be effective unless revoked by vote of the members at a duly convened meeting of the Association. The Association may, pursuant to Article VII, Section 4 and Article VIII hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself or herself from liability for Co-owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of Co-owner's Unit.

Section 7. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, 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. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against Co-owner's Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities 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 Project and shall not be entitled to

vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his or her 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 Co-owner. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article VII, Section 4 and Article VIII of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project 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. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he or she was notified of the provisions of this subsection and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his, her or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 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 (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Wayne County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the

Association shall so notify the delinquent Co-owner and shall inform Co-owner that he or she may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' 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 or her Unit.

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

Section 9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project 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 *pro rata* share of such assessments or charges resulting from a *pro rata* reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 10. 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 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III

ARBITRATION

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

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

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

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, 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. Each Co-owner may obtain insurance coverage at his or her own expense upon his or her Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his or her own insurance advisors the nature and extent of insurance coverage adequate to his or her needs and thereafter to obtain insurance coverage for his or her personal property and any additional fixtures, equipment

and trim (as referred to in subsection (b) below) located within his or her Unit or elsewhere on the Condominium and for his or her personal liability for occurrences within his or her Unit or upon Limited Common Elements appurtenant to his or her Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

- (b) **Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board of Directors of the Association at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the City or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.
- (c) **Premium Expenses.** All premiums upon 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 repair or reconstruction shall be applied for such repair or reconstruction.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **Partial Damage.** If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by an affirmative vote of eighty (80) percent of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) **Total Destruction.** If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless eighty (80) percent or more of the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

(b) **Damage to Interior of Unit.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his or her Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as provided in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. 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 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within 6 months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit.** In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his or her mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his or her mortgagee, as their interests may appear.

(b) **Taking of Common Elements.** If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50) percent 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 Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Association 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.

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or by the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC, or FNMA, as the case may be, 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 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-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 Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes in compliance with the ordinances of the City and the Common Elements shall be used only for purposes consistent with single-family residential use.

Section 2. Leasing and Rental.

(a) **Right to Lease.** Except as hereinafter set forth, a Co-owner may lease his or her 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 Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the term of which is at least six (6) months and there shall be no more than one such lease during any successive twelve (12) month period, unless specifically approved in writing by the Developer and the Association. Further, no Co-owner shall, without Developer's written consent, lease his or her Unit or otherwise permit occupancy thereof for a consideration within the one (1) year period immediately following acquisition of the Unit by such Co-owner. 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. The Developer may lease any number of Units for any periods of occupancy, in its sole and absolute discretion.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) Any Co-owner, 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 or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee 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 no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. Developer hereby notifies all Co-owners that Units in the Condominium, as may be expanded from time to time, may be rented pursuant to pre-existing leases which may be in effect prior any particular expansion date and that it may continue to rent Units in the Condominium at any time thereafter. A sample copy of the form of such leases is on file with the Developer and the Association and any Co-owner may inspect such lease form during normal business hours upon reasonable advance request and any new lease form utilized by Developer shall be likewise available in the event that the Developer elects to enter into any new leases in the Condominium at any time during the Development and Sale Period.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents. All leases and rental agreements shall so state (except for the Developer's pre-existing leases which do not contain such provisions which lack of inclusion, however, shall not waive the requirement that tenants and occupants shall comply with conditions of the Condominium Documents).

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail as required by the Act advising of the alleged violation by the tenant. In view of the fact that certified mail is often undelivered to the addressee, the Association may serve such notice by personal delivery or first class regular mail in addition to certified mail.

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

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its 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-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable

for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's 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 installments of assessments as they fall due and pay them to the Association. The deductions do not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(ii) Initiate proceedings pursuant to subsection (3)(iii).

Section 3. Alterations and Modifications. No Co-owner (except the Developer) shall make alterations in exterior appearance or make structural modifications to his or her Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements without the express written approval of the Association, including without limitation exterior painting or the erection of antennas of any sort, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications. The Developer and/or the Association may establish policies or adopt rules and regulations from time to time which observe applicable federal communications laws but which are designed to limit dish antennas or similar devices to the greatest extent possible for aesthetic reasons. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association (on behalf of itself or any Co-owner) may remove or cause to be removed any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, 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 be caused by a Co-owners 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 or her 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 5. Pets. No animals other than domesticated pets shall be maintained by any Co-owner on the Condominium Premises. No such pet may be kept or brought into the Condominium (other than fish and small caged birds) unless the Co-owner signs a separate pet agreement and registration on such form as the Association may require. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. Any pet running loose or left unattended, whether or not tied up, may be caught and turned over to the local animal shelter without liability of any sort to the owner thereof. 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 which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. 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 whose bark can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to adopt such reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association and may require offensive pets to be temporarily or permanently removed from the Condominium. Under no circumstances shall the Association be responsible to any Co-owner or Co-owner's family, guest, employee or agent for any enforcement of or alleged or actual failure to enforce the provisions of this Section 5. Reasonable exceptions to pet regulations may be made to accommodate animals for handicapped persons.

Section 6. Aesthetics. The Common Elements 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. No unsightly condition shall be maintained on any porch 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. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. All Co-owners shall comply strictly with any recycling requirements of the Association and any public agency having jurisdiction. The Common Elements shall not be used in any way for the

drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his or her Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. All drapery linings or other window treatment backings visible from the exterior of a Unit shall be white, off-white or otherwise neutral in color.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, personal watercraft, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium, except as specifically permitted by the Association in writing. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger vehicles, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. The Board of Directors may adopt rules and regulations from time to time limiting the numbers of vehicles which may be maintained on the Condominium Premises and/or specifically limiting the areas in which vehicles may be parked. No more than two motor vehicles per Unit shall be maintained on the Condominium Premises at any time.

Section 8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, during the Development and Sales Period, and, subsequent thereto, only with prior written permission from the Association.

Section 9. Rules and Regulations. It is intended that the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by the Association, including the period of time prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his or her Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such

Co-owner for any necessary damage to his or her Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

Section 12. Common Element Maintenance. Sidewalks, landscaped areas, driveways and other General Common Element areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No personal property of any sort including, without limitation, bicycles, vehicles, chairs or other obstructions may be left unattended on or about the General Common Elements. Only furniture, equipment and other furnishings in good condition and repair of a nature intended for porch, deck or balcony use may be utilized upon or within such Limited Common Element areas. No supplies or other materials may be stored on porches, patios or balconies.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his or her Unit and any Limited Common Elements appurtenant thereto for which he or she 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, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, tenants, 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 reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

(a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit and which are not visible from outside the Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or

specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, 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 effect the same, and the degree of harmony thereof with the Condominium as a whole. 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.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial, developmental, construction, rehabilitation, or marketing activities, including erection of signs or billboards of any nature or size in any location, of the Developer or its agents, employees or contractors during the Development 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. Notwithstanding anything to the contrary set forth in this Article VI or elsewhere contained in the Condominium Documents, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development, modification and sale of the entire Project by Developer; and may continue to do so during the entire Development and Sales Period.

(c) **Enforcement of Bylaws.** The Condominium Project 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 Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

(d) **Entry Into Contracts For Project Services.** The Developer reserves, on behalf of itself and the Association, the right to enter into contracts for goods and services (including, without limitation, contracts for buildings and grounds maintenance, cable television, security services and leases of equipment) to be provided to the Condominium Project on such terms and provisions, including cost and duration, as Developer or the Association may, in the sole discretion of either, deem appropriate.

Section 15. General. The purpose of this Article VI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon all

Co-owners. The Developer may, in the Developer's sole discretion, waive, at any time during the Development and Sales Period, any part of the restrictions set forth in this Article VI due to considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer and shall be so assigned in writing at the end of the Development and Sales Period. Developer may construct any improvements upon the Condominium Premises that Developer may, in Developer's sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

ARTICLE VII

REMEDIES FOR DEFAULT

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

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without 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.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' 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 attorneys' fees.

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

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association of monetary fines for such violations in accordance with Article VIII of these Bylaws.

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

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

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

ARTICLE VIII

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of his or her family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

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

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article X, Section 3 of these Bylaws.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board of Directors of the Association and offer evidence in defense of the

alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

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

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

(a) **First Violation.** No fine shall be levied; provided, however, that each day during which a violation continues shall be deemed to be a separate violation and any uncured continuing violation shall, thus, be deemed to be a separate violation on each successive day of its continuation.

(b) **Second Violation.** Twenty-Five Dollar (\$25.00) fine.

(c) **Third Violation.** Fifty Dollar (\$50.00) fine.

(d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

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

ARTICLE IX

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his or her Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The

Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 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 X

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one 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 or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XIII, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article XI. 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 X 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. At and after the First Annual Meeting the Developer shall be entitled to one (1) 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 and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of thirty-five (35) 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 required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE XI

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 Association. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, 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 Developer and may be called at any time after more than fifty (50%) percent of all Units that may be created in Northville Green 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 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 Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Association, and at least ten (10) days written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of May each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Association; 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 XIII of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the president to call a special meeting of the Co-owners as directed by resolution of the Association or upon a petition signed by one-third (1/3) of the Co-owners presented to the secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the secretary (or other Association officer in the secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 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 X, 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 inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be president, vice president, secretary and treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an

opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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 total number of Units that may be created in Northville Green Condominium, 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 Association 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 Association and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. 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 XIII

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of three (3) members and shall continue to be so comprised until enlarged in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a board of five (5) directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The 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 director to the Board. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board shall be increased in size from three persons to four persons. Immediately prior to the appointment of the second non-developer director to the Board, the Board shall be increased in size from four persons to five persons. Thereafter, elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created in Northville Green Condominium, one of the four (4) directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, two (2) of the five (5) directors shall be elected by non-developer Co-owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that the Co-owners can 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 such director is removed pursuant to Section 7 of this Article or resigns or becomes incapacitated.

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

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Units that remain to

be created and conveyed equal at least ten percent (10%) of all Units in the Project. Such Developer designee, if any, shall be one of the total number of directors referred to in Section 1 above. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, if title to not less than seventy-five percent (75%) of the Units which may be created has not been conveyed, 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 maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subparagraph (1) above. Application of this subparagraph does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (b) and subparagraph (c)(1), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subparagraph (c)(2) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one director as provided in subparagraph (1).

(4) At the First Annual Meeting, three directors shall be elected for a term of two (2) years and two directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) slate and the three persons (as the case may be) receiving the highest number of votes shall be elected for a term of two (2) years and the two persons (as the case may be) receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, the number of directors shall be elected whose terms then expire. After the First Annual Meeting, the term of office (except for two 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.

(5) 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 XI, 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. Any action required by the Condominium Documents to be done by the Association shall be performed by action of the Board of Directors unless specifically required to be done by, or with the approval of, 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 to do the following:

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

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and 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 Project.

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

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

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. 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, which is not terminable by the Association upon 90-day written notice thereof to the other party, or which provides for a termination fee and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Investigation and Assertion of Claims. In order to minimize the possibility of imprudent and/or excessively costly assertion of claims without notice to and decisional participation by Co-owners, the Board shall establish and follow thorough procedural guidelines for the investigation and assertion of claims on behalf of the Association in order to facilitate compliance with the provisions of Article II, Section 2(c) of these Bylaws. Such guidelines shall be directed to the orderly evaluation of claims in a manner and to a degree that will enable the Board to make an affirmative recommendation to the Co-owners regarding such claims. Prior to engagement of attorneys or experts for the evaluation of claims, and the levying of any special assessments therefor, the Board shall conduct its own evaluation and make recommendations to the membership at a special meeting for such purpose at which such proposed undertakings shall be approved by sixty-six and two-thirds percent (66 2/3%) of all Co-owners, prior to implementation by the Board. Modified undertakings involving material cost increases and ultimate commencement of formal proceedings for assertion of claims shall each require that the Board follow the same procedure for obtaining membership approval. At each meeting of the members for approval of investigation and evaluation of claims, commencement of proceedings and levying of assessments in connection therewith, the Board shall furnish a report to the members with notice of the meeting on the determinations, recommendations and findings of the Board together with other pertinent information including, without limitation: (a) the basis for the claims; (b) the professional credentials of attorneys and/or other experts to be engaged; (c) cost projections and proposed fee agreements with respect to the investigation, evaluation and prosecution of the claims; (d) reports as to prior and anticipated actions taken and to be taken and the timing thereof.

Section 7. 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 to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. 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 8. 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 or more of the directors may be removed (except for any director or directors which the Developer is entitled to designate) with or without cause by the affirmative vote of more than fifty (50) percent of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35 percent requirement set forth in Article X, Section 4. 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 selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

Section 9. First Meeting. The first meeting of a 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 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least 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 ten (10) days prior to the date named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the president on 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 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by such director of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24-hour 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. Provided, however, that no quorum may be deemed to exist in absence of the Developer's designee(s) on the Board without the express consent of such designee(s). 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 14. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 15. 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 XIV

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a president, who shall be a member of the Board of Directors, a vice president, a secretary and a treasurer. The directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person.

(a) **President.** The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors and 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 he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

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

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

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

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

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

ARTICLE XV

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 XVI

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the

Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. As required by the Michigan Condominium Act, the books of account shall be audited or reviewed at least annually by independent accountants; provided, however, that such accountants need not be certified public accountants nor does such audit or review need to be certified. 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 costs of any such audit and any accounting expenses shall be expenses of administration.

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

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or 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 Association from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association 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.

ARTICLE XVII

LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

Section 1. Limitation of Liability of Volunteers. No person who is a volunteer director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for breach of his or her fiduciary duty as a volunteer director or officer except for liability arising from: (a) Any breach of the volunteer director's or officer's duty of loyalty to the Association or its Members; (b) Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) A violation of Section 551(1) of the Michigan Non-Profit Corporation Act; (d) Any transaction from which the volunteer director or officer derived an improper personal benefit; or (e) An act or omission that is grossly negligent.

Section 2. Assumption of Liability of Volunteers. The Association further assumes liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer occurring on or after the effective date of this Article if all of the following are met: (a) the volunteer was acting or reasonably

believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

Section 3. Indemnification of Volunteers. The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer director, volunteer officer, or nondirector or nonofficer volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer director, volunteer officer, or nondirector or nonofficer volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XVII.

ARTICLE XVIII

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Association acting upon the vote of the majority of the directors or may be proposed 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 amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of the mortgagees shall be required, with each mortgagee to have one vote for each Unit on which a first mortgage is held. As provided in Article XIII, Section 6 of the Master Deed, no amendment to these Bylaws shall be effective during the Development and Sales Period without the Developer's written consent.

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 right of a Co-owner or mortgagee.

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

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XIX

COMPLIANCE

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

ARTICLE XX

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 XXI

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 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 granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to 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 of any real property 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 XXII

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.

WAYNE COUNTY CONDOMINIUM SUBDIVISION
PLAN NUMBER 909
EXHIBIT B TO THE MASTER DEED OF

Northville Green Condominium

CITY OF NORTHVILLE, WAYNE COUNTY, MICHIGAN

ATTENTION: WAYNE COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE
ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER
HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE
PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE
SURVEYOR'S CERTIFICATE, SHEET 2.

DEVELOPER

NORTHVILLE GREEN PARTNERS, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
255 EAST BROWN STREET, SUITE 110
BIRMINGHAM, MICHIGAN 48009

SURVEYOR

NOWAK AND FRAUS, P.L.L.C.
1310 N. STEPHENSON HWY.
ROYAL OAK, MICHIGAN 48067
PHONE: (248) 399-0886
FAX: (248) 399-0805

INDEX

LEGAL DESCRIPTION

PART OF LOTS 442 AND 443, ASSESSOR'S NORTHVILLE PLAT NO. 5 OF PLAT OF SIMONDS, DUBIAR AND WHITE'S ADDITION TO THE VILLAGE (NOW CITY) OF NORTHVILLE AND PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWN 1 SOUTH, RANGE 8 EAST, VILLAGE OF NORTHVILLE, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 66 OF PLATS, PAGE 41, WAYNE COUNTY RECORDS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWN 1 SOUTH, RANGE 8 EAST, THENCE SOUTH 02 DEGREES 38 MINUTES 05 SECONDS EAST, 43.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 21 MINUTES 13 SECONDS EAST, 252.71 FEET ALONG THE SOUTHERLY 43 FOOT RIGHT OF WAY LINE OF EIGHT MILE ROAD; THENCE SOUTH 78 DEGREES 10 MINUTES 11 SECONDS EAST, 97.96 FEET AND SOUTH 56 DEGREES 23 MINUTES 16 SECONDS EAST, 102.61 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RANDOLPH STREET (MDTH VARIES) TO A POINT ON THE NORTHERLY LINE OF RANDOLPH CREEK CONDOMINIUMS, WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 542, THE MASTER DEED OF WHICH IS RECORDED IN LIBER 31086, PAGE 620 WAYNE COUNTY RECORDS; THENCE SOUTH 56 DEGREES 33 MINUTES 20 SECONDS WEST (RECORDED AS: NORTH 56 DEGREES 39 MINUTES 19 SECONDS EAST), 86.69 FEET ALONG SAID LINE TO A POINT ON THE WESTERLY LINE OF SAID RANDOLPH CREEK CONDOMINIUMS; THENCE SOUTH 02 DEGREES 57 MINUTES 10 SECONDS EAST (RECORDED AS: NORTH 02 DEGREES 56 MINUTES 27 SECONDS EAST), 359.38 FEET IN PART ALONG THE WESTERLY LINE OF SAID RANDOLPH CREEK CONDOMINIUMS TO THE SOUTHEAST CORNER OF SAID RANDOLPH CREEK CONDOMINIUMS; THENCE SOUTH 87 DEGREES 53 MINUTES 30 SECONDS WEST, 367.15 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 442 TO THE SOUTHWEST CORNER OF SAID LOT 442; THENCE NORTH 02 DEGREES 38 MINUTES 05 SECONDS WEST, 470.20 FEET ALONG THE WESTERLY LINE OF SAID LOT 442 TO THE POINT OF BEGINNING, CONTAINING 174,024 SQUARE FEET OR 3.99 ACRES.

TITLE SHEET

PROPOSED 4/7/2006

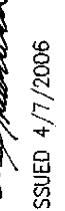
ISSUED 4/7/2006

JOB No. E309-01

SHEET No. 1


WAYNE COUNTY
REGISTER OF DEEDS
APRIL 18, 2006


Norman C. Dupuie


Ray Johnson

RECEIVED
APR 18 2006
WAYNE COUNTY
REGISTER OF DEEDS

RECEIVED
APR 18 2006
WAYNE COUNTY
REGISTER OF DEEDS

RECEIVED
APR 18 2006
WAYNE COUNTY
REGISTER OF DEEDS

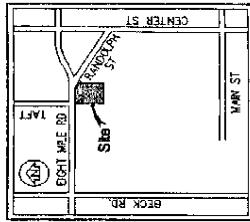


NOWAK
&
FRÄUS

Digitized by srujanika@gmail.com

Northville Green Condominium

REF ID: A22



LOCATION MAP
NORI TO SCALE

111

IN THE
COURT
OF NC
16, 1981.

FLOOD HAZARD NOTE

A PORTION OF THIS PROPERTY IS LOCATED WITHIN THE FLOOD HAZARD AREA AS INDICATED BY THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL, NC 260235 0001 A EFFECTIVE DATE: SEPTEMBER 16, 1981.

LEGEND

MONUMENT CONSISTING OF 1/2" STEEL
PIPE DRILLED AND GROUNDED IN PLACE.
8" LONG, ARE TO BE SET AT ALL POINTS
MARKED "P".

MONUMENT CONSISTING OF 1/2" O.D. STEEL
PIPE, ENCASED IN 1/2" THICK CONCRETE. 16"
LONG, ARE TO BE SET AT ALL POINTS
MARKED "C".

A vertical scale with markings at 0, 15, 30, 60, and 120 degrees. The scale is labeled "GRAPHIC SCALE" vertically to the right.

FLOOD PLAIN PLAN PROPOSED 4/7/2006

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NOWAK
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FRAUS

*Northville Green
Condominium*

A circular Michigan State Police identification stamp. The outer ring contains the text "MICHIGAN STATE POLICE" at the top and "DETROIT" at the bottom. The inner circle contains "1945" at the top, "ALEXANDER M. NEFF" in the center, and "DETROIT" at the bottom. There is a small star symbol between "1945" and "ALEXANDER".

COORDINATE
TABLE

LEGEND

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1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM **MEIER** AND **ARCHITECTURAL PLANS** PREPARED BY: **REINER & MEIER** DATED NOVEMBER 13, 1963 AND FURNISHED BY **NOVAK & FRAUDS PLLC** ON NOVEMBER 1, 2006 ALONG WITH FIELD OBSERVATIONS PERFORMED BY **NOVAK & FRAUDS** ON FEBRUARY 21, 2006.
2. UNITS 1 THROUGH 52, AND ALL UTILITIES, DRAWDOWNS AND OTHER BUILDINGS RELEVANT TO SERVE SAID UNITS MUST BE BUILT.
3. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS PERTINENT TO ARTICLE V OF THE MASTER DEED.
4. ALL RECKS AND RAISEMENT ARE DESIGNATED AS LISTED COMMON ELEMENTS APPERTAINANT TO THE UNIT WHICH THEY SERVICE.
5. ALL CARGO BARRING SPACES ARE LIMITED COMMON ELEMENTS. THE NUMBERS SHOWN WITHIN THE CARGO PARKING SPACES ARE FOR IDENTIFICATION PURPOSES ONLY AND DO NOT INDICATE THE NUMBER ASSOCIATED WITH THESE CARGO PARKING SPACES MAY BE ASSOCIATED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED.
6. ALL A/C CONDENSERS ARE LIMITED COMMON ELEMENTS APPERTAINANT TO THE UNIT WHICH THEY SERVICE.

A vertical graphic scale on the left side of the map, consisting of a series of alternating black and white vertical bars of decreasing width from top to bottom. Numerical labels are placed to the right of the scale: '120°' at the top, '60°' in the middle, and '30°' at the bottom. To the right of the '30°' label is the text 'GRAPHIC SCALE' and a small fraction '1/30'.

SITE PLAN

PROPOSED 4/7/2006

Pa-151

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NOWAK
&
FRAUS

Consulting Engineers
Land Surveyors
Land Planners

Northville Green Condominium

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| | |
|---|---------------------------------------------------------------|
| ④ | WATER METER READER |
| ⑤ | CAS METER |
| ⑥ | CABLE TV READER |
| ⑦ | TELEPHONE READER |
| ⑧ | TRANSFORMER |
| ⑨ | A/C CONDENSER |
| ⑩ | HIGHANT GATE VALVE |
| ⑪ | EXISTING WATERMAIN (W.M.) |
| ⑫ | STOP BOX |
| ⑬ | MANHOLE |
| ⑭ | MANHOLE |
| ⑮ | UTILITY POLE |
| ⑯ | LIGHT POLE |
| ⑰ | EXISTING SANITARY SEWER |
| ⑱ | CATCH BASIN |
| ⑲ | OVERHEAD WIRES |
| ⑳ | EXISTING GAS MAIN |
| ㉑ | EXISTING UNDERGROUND ELECTRIC, TELEPHONE, AND BLUETOOTH |
| ㉒ | EX. UNDS. |

| UTILITY SOURCE INFORMATION | |
|----------------------------|--------------------------|
| UTILITY | SOURCE OF LOCATION |
| GA.S | CONSUMERS ENERGY COMPANY |
| FLORIDA | ONE ENERGY |

| | |
|----------------|---------------------------|
| TELEPHONE | KATI INC. |
| WATER MAIN | WATER-QUALITY RECORDS |
| SANITARY SEWER | AND NOWAK AND FRAUS FIELD |
| STORM SEWER | OBSEVATIONS. |
| T.V. CABLE | CONCAST |

NOTES

- TELEPHONE: 817-261-1111, FAX: 817-261-1112
 TELEFON: 917-261-1111, FAX: 917-261-1112
 CONSULTANT: 817-261-1113, FAX: 817-261-1113
 CONSULTANT: 917-261-1113, FAX: 917-261-1113

3. UTILITIES AS SHOWN, INDICATE APPROPRIATE LOCATIONS
 OF FACILITIES ONLY AS DISCLOSED BY THE RECORDS OF
 THE VARIOUS UTILITY COMPANIES AND NO GUARANTEE IS
 GIVEN EITHER AS TO COMPLETENESS OR ACCURACY
 THEREOF.

4. UNITS 1 THROUGH 52, AND ALL UTILITIES, DRIVEWAYS AND
 OTHER EXISTING BUILDINGS RECORDED TO SERVICE S40
 UNITS "MUST BE BUILT."

UTILITY PLAN **PROPOSED 4/7/2006**

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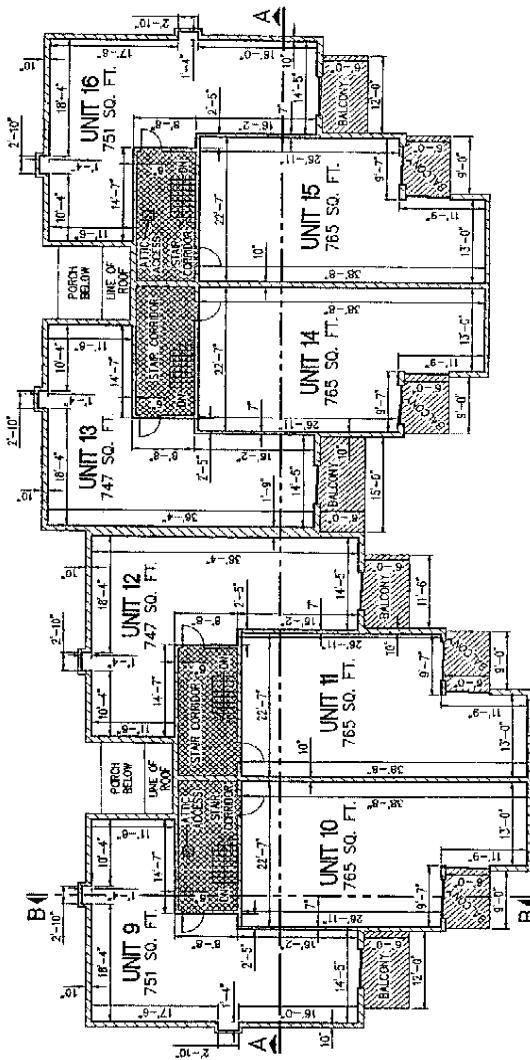
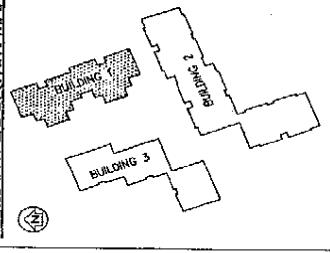


**NOWAK
&
RAUS**

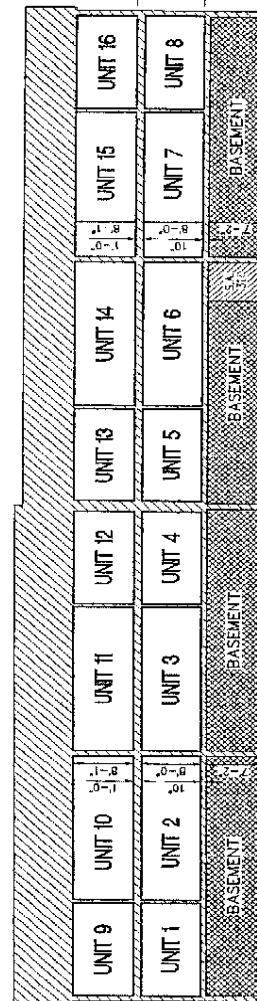
Consulting Engineers
Land Surveyors
Land Planners
1801 Sherman Avenue
Rockford, IL 61101
(800) 327-6066
(800) 327-6065

*Northville Green
Condominium*

BUILDING LOCATION MAP

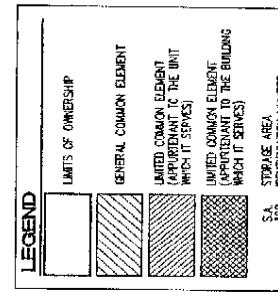


CROSS SECTION A-A



NOTES

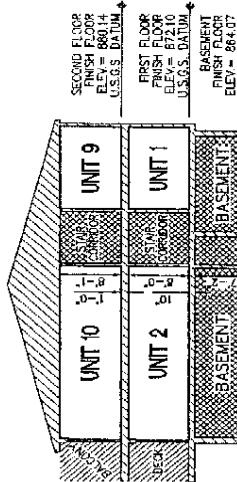
1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: REED & REEDER DATED NOVEMBER 13, 1989 AND RECEIVED BY NOWAK & RAUS PLLC. ON FEBRUARY 1, 2005 ALONG WITH FIELD OBSERVATIONS PERFORMED BY NOWAK & RAUS ON FEBRUARY 21, 2005.
2. UNITS 1 THROUGH 18 AND ALL UTILITIES, DRAWDOWNS AND OTHER COMMON ELEMENTS REQUIRED TO SERVE THESE UNITS ARE AS BUILT.
3. ALL UNITS AND COMMON ELEMENTS ARE CONVENTIONAL UNITS PURSUANT TO ARTICLE V OF THE MASTER DEED.
4. ALL DECKS AND BALCONIES ARE LIMITED COMMON ELEMENTS APPERTAINING TO THE UNIT WHICH THEY SERVICE.
5. BUILDING STRUCTURAL ELEMENTS, MECHANICAL CHASSES, AND AMP SHAFTS CONTAINED WITHIN THE UNITS ARE DESIGNATED AS GENERAL COMMON ELEMENTS. THEIR SIZE AND LOCATION MAY VARY FROM UNIT TO UNIT.
6. TYPICAL UNIT DIMENSIONS AS SHOWN ON PLANS MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.
7. UTILITIES SERVING INDIVIDUAL UNITS MAY PASS THROUGH PRIVATE STORAGE AREAS AND OR ADJACENT UNITS. AN ACCESS EASEMENT TO AND UTILITIES FOR MAINTENANCE, REPAIR, OR REPLACEMENT IS HEREBY GRANTED.
8. FLOOR TO CEILING DIMENSIONS ARE TYPICAL FOR ALL UNITS LOCATED ON THEIR RESPECTIVE FLOOR, UNLESS OTHERWISE NOTED.
9. ALL STORAGE AREAS ARE LIMITED COMMON ELEMENTS. THE NUMERIC DESIGNATION AS SHOWN WITHIN THE STORAGE AREAS ARE FOR IDENTIFICATION PURPOSES ONLY AND DO NOT INDICATE UNIT NUMBER ASSIGNMENT. THESE STORAGE AREAS MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE MASTER DEED. STORAGE AREAS ARE APPROXIMATE AND EXACT SIZES ARE TO BE SHOWN ON THE AS-BUILT CONDOMINIUM SUBMISSION PLAN.
10. ALL FURNACES ARE LIMITED COMMON ELEMENTS. THE NUMERIC DESIGNATION AS SHOWN WITHIN THE FURNACES INDICATE THE UNIT WHICH THEY SERVICE.



**BUILDING 1
SECOND FLOOR PLAN
AND CROSS SECTIONS
A-A AND B-B**

PROPOSED 4/7/2006

GRAPHIC SCALE
1/8" = 1'-0"



CROSS SECTION B-B

PROPOSED 4/7/2006

E300-01 7



NOWAK
&
FRAUS

1510 N. Stephen Avenue
Royal Oak, MI 48067-1508

Northville Green Condominium

BUILDING LOCATION MAP

NOTES

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: REEDER & WEBER DATED NOVEMBER 3, 1959 AND RECEIVED BY HOWAK & FRANIS PLLC ON FEBRUARY 1, 2006 ALONG WITH FIELD OBSERVATIONS PERFORMED BY HOWAK & FRANIS ON FEBRUARY 21, 2006.
 2. UNITS 1 THROUGH 52, AND ALL UTILITIES, DRIVEWAYS AND OTHER COMMON ELEMENTS REQUIRED TO SERVICE UNITS MUST BE BUILT
 3. ALL UNITS AND COMMON ELEMENTS ARE CONVEYABLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.
 4. ALL DECKS AND BALCONIES ARE DESIGNATED AS UNITED COMMON ELEMENTS APPURTENANT TO THE UNIT WHICH THEY SERVICE
 5. BUILDING STRUCTURAL ELEMENTS, MECHANICAL CHASES, AND AIR SHAFTS CONTAINED WITHIN THE UNITS ARE DESIGNATED AS GENERAL COMMON ELEMENTS. TOP SIZE AND LOCATION MAY VARY FROM UNIT TO UNIT
 6. PHYSICAL UNIT DIMENSIONS AS SHOWN ON PLANS MAY VARY SLIGHTLY DUE TO CONSTRUCTION VARIATIONS.
 7. UTILITIES, SERVING INDIVIDUAL UNITS, MAY PASS THROUGH PRIVATE STORAGE AREAS AND/OR ADJACENT UNITS, AN ACCESS EASEMENT TO SUCH UTILITIES FOR MAINTENANCE, REPAIR OR RE-LOCATION IS HEREBY GRANTED.
 8. FLOOR TO CEILING DIMENSIONS ARE TYPICAL FOR ALL UNITS LOCATED ON THEIR DESIGNATED FLOOR, UNLESS OTHERWISE NOTED.
 9. ALL STORAGE AREAS ARE LIMITED COMMON ELEMENTS. THE NUMERIC DESIGNATION AS SHOWN WITHIN THE AREAS ARE FOR IDENTIFICATION PURPOSES ONLY AND DO NOT INDICATE UNIT NUMBER ASSIGNMENT. THESE STORAGE AREAS MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE PLAT. REFER TO THE PLAT FOR AREAS APPROXIMATE AND EXACT SIZES ARE TO BE SHOWN ON THE AS-BUILT CONDOMINIUM SURVEY/PLAN.

LEGEND

| LEGEND | |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
|  | LIMITS OF OWNERSHIP |
|  | GENERAL COLUMN ELEMENT |
|  | UNITED COLUMN ELEMENT (IMPORTANT TO THE UNIT WHICH IT SERVES) |
|  | UNITED COLUMN ELEMENT (IMPORTANT TO THE BUILDING WHICH IT SERVES) |
|  | WATER METER |
|  | MAIN BOXES |
|  | SURFACE-UNIT WHICH IT SERVICES (UNITED COLUMN ELEMENT) |
|  | HOT WATER TANK |
|  | STORAGE AREA ITEM IDENTIFICATION NUMBER 333 |



**BUILDING 2
BASEMENT PLAN
PROPOSED 1/7/2006**

8

Pa-155

605-1-7



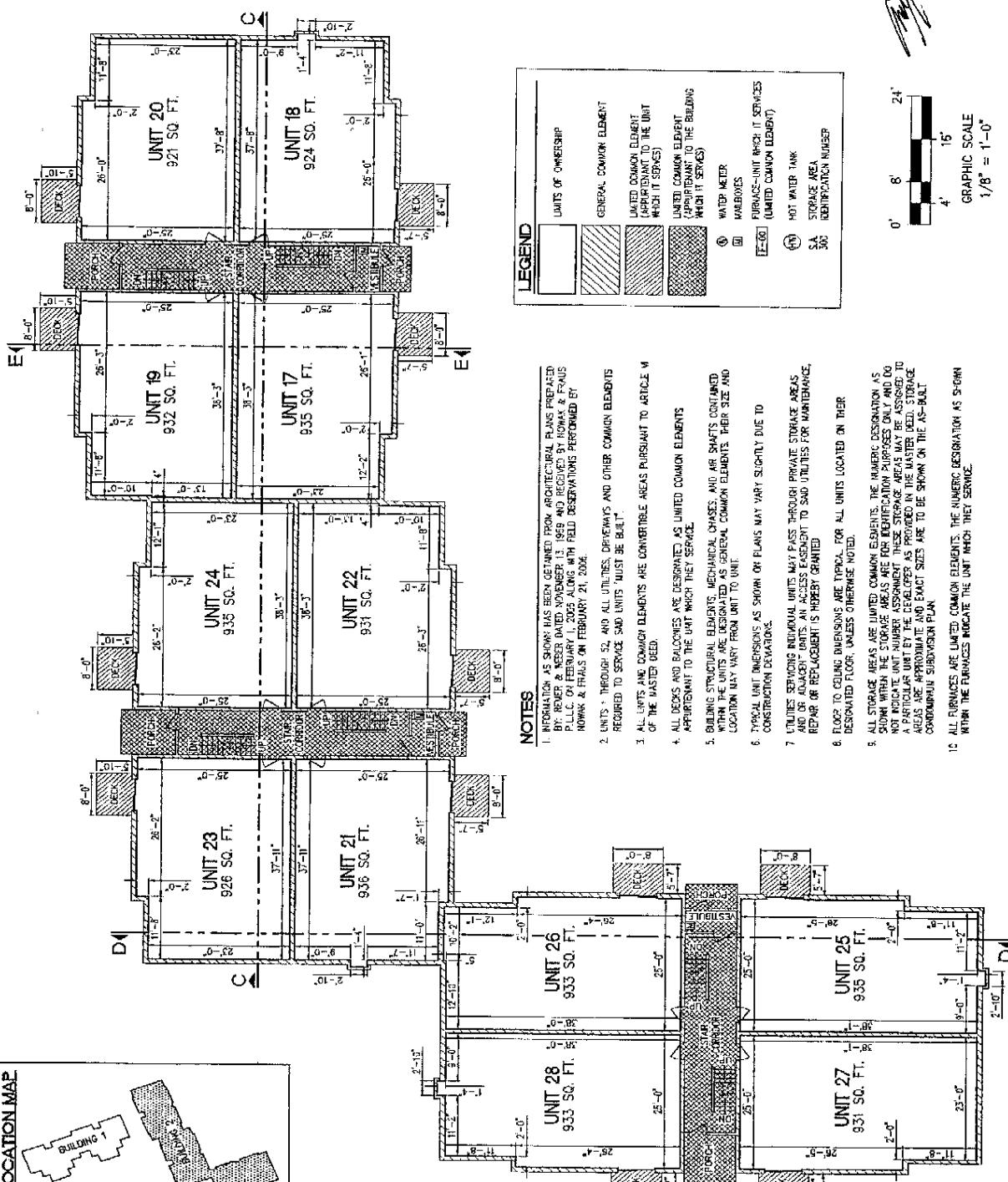
NOWAK
&
ERASUS

1310 N. September Ridge
Royal Oak, MI 48067-1756
Tel: 248-930-0886
Fax: 248-930-0886

Northville Green Condominium

The Michigan state seal is a circular emblem. It features a central shield with a plow, a sheaf of wheat, and a compass rose. Above the shield is a crest depicting a beaver. A five-pointed star is positioned at the top of the shield. The words "THE GREAT SEAL OF THE STATE OF MICHIGAN" are inscribed around the perimeter of the shield. The entire seal is surrounded by a circular border with the text "THE GREAT SEAL OF THE STATE OF MICHIGAN" repeated twice.

9 10-90311
SEARCHED _____
SERIALIZED _____
INDEXED _____
FILED _____



BUILDING LOCATION MAP

Pa-156



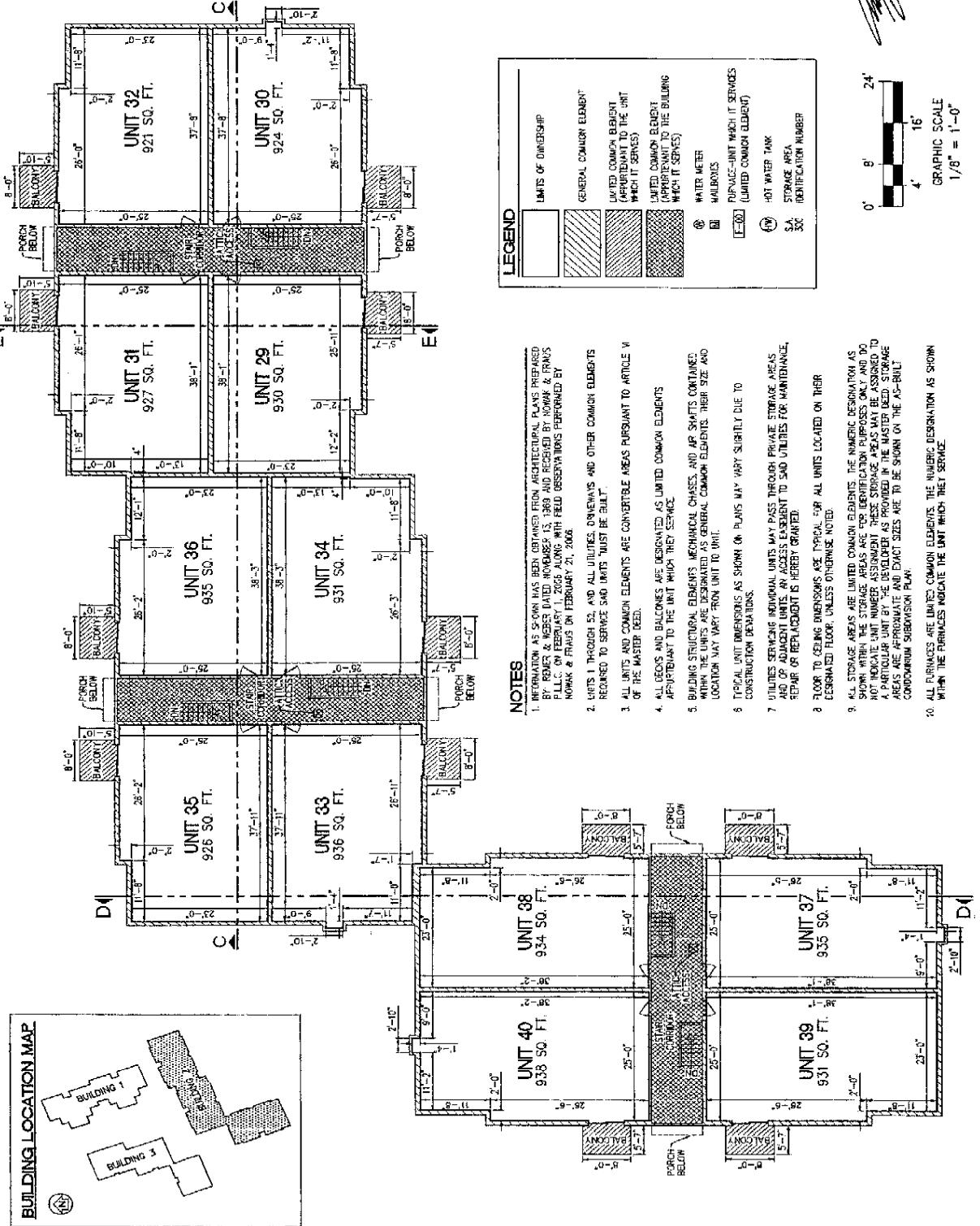
**NOWAK
&
FRAUS**

Consulting Engineers
Land Surveyors
Land Planners

Northville Green
Condominium



ES200-01
10

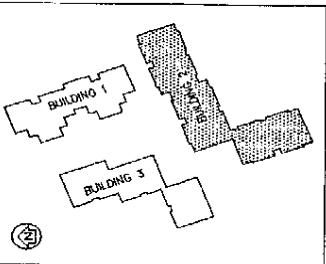


**BUILDING 2
SECOND FLOOR PLAN
PROPOSED 4/7/2006**

NE

NOWAK
&
TRAUSConsulting Engineers
Land Surveyors
150 N. Saginaw Highway
Riverton, MI 49067-1738
Tel. 248-398-2886
Fax. 248-398-2895Northville Green
Condominium

BUILDING LOCATION MAP



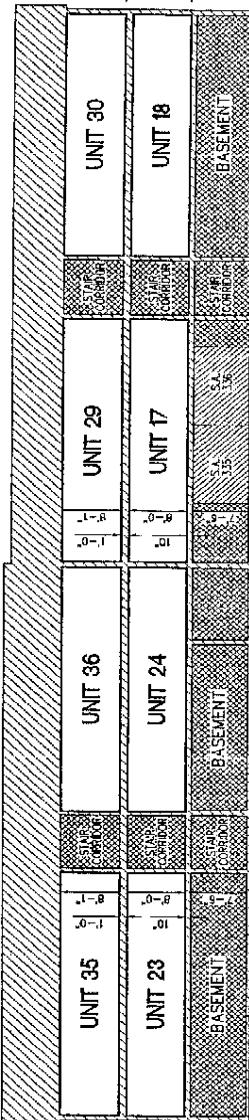
SECOND FLOOR
FINISH FLOOR
ELEV = 87.75
U.S.G.S. DATUM

FIRST FLOOR
FINISH FLOOR
ELEV = 86.15
U.S.G.S. DATUM

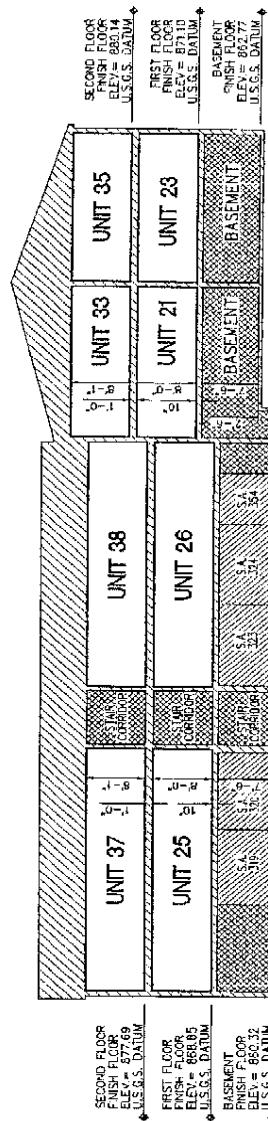
BASMENT
FINISH FLOOR
ELEV = 85.12
U.S.G.S. DATUM

LEGEND

| | |
|------------------------------------------------------------------------|----------------------------------------------------------------------------|
| UNITED COMMON ELEMENT (APPERTAINANT TO THE UNIT WHICH IT SERVES) | UNITS OF OWNERSHIP |
| WATER METER UNITS | UNITED COMMON ELEMENT (APPERTAINANT TO THE BUILDING WHICH IT SERVES) |
| FIREPLACE-UNIT WHICH IT SERVES (UNITED COMMON ELEMENT) | WATER TANK |
| POWDER TANK | STORAGE AREA UNIT NUMBER |
| GENERAL COMMON ELEMENT | GENERAL COMMON ELEMENT |



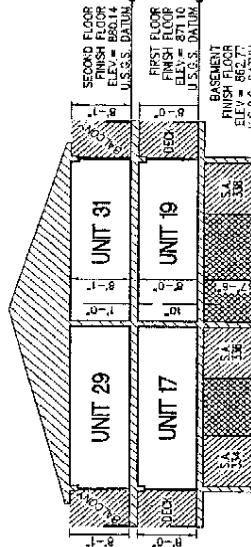
CROSS SECTION C-C



CROSS SECTION D-D

NOTES

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY ARCHITECT L. J. KERP DATED NOVEMBER 3, 1995 AND REVIEWED BY NOWAK & TRAUS, PLLC IN FEBRUARY, 1, 2000, ALONG WITH FIELD OBSERVATIONS PERFORMED BY NOWAK & TRAUS ON FEBRUARY 21, 2000.
2. UNITS 1 THROUGH 51 AND ALL THROTTLES, DRAINWAYS AND OTHER COMMON ELEMENTS REQUESTED TO SERVICE SAID UNITS "MUST BE BUILT"
3. ALL UNITS AND COMMON ELEMENTS ARE CONVERVABLE AREAS PURSUANT TO ARTICLE V OF THE MASTER DEED.
4. ALL UNITS AND BATHROOMS ARE DESIGNATED AS UNITED COMMON ELEMENTS APPERTAINANT TO THE UNIT WHICH THEY SERVICE.
5. BUILDING STRUCTURAL ELEMENTS, MECHANICAL CHAUSES, AND AIR SHAFTS CONTAINED WITHIN THE UNITS ARE DESIGNATED AS GENERAL COMMON ELEMENTS. THEIR SIZE AND LOCATION MAY VARY FROM UNIT TO UNIT.
6. CRITICAL UNIT DIMENSIONS AS SHOWN ON PLANS MAY VARY SLIGHTLY DUE TO CONSTRUCTION DIMENSIONS.
7. UTILITIES SEPARATING INDIVIDUAL UNITS MAY PASS THROUGH PRIVATE STORAGE AREAS AND OR ADJACENT UNITS. AN ACCESS EASEMENT TO SAID UTILITIES FOR MAINTENANCE, REPAIR OR REPLACEMENT IS HEREBY GRANTED.
8. FLOORS TO CEILING DIMENSIONS ARE TYPICAL FOR ALL UNITS LOCATED ON THEIR DESIGNATED FLOOR, UNLESS OTHERWISE NOTED.
9. ALL STORAGE AREAS ARE UNITED COMMON ELEMENTS. THE NUMERIC DESIGNATION IS SHOWN WITHIN THE STORAGE AREAS. AREAS FOR REFRIGERATION PURPOSES ONLY AND DO NOT INDICATE UNIT NUMBER. AS A RESULT, THESE STORAGE AREAS MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PLANNED IN THE MASTER DEED. STORAGE AREAS ARE APPROPRIATE AND EXACT SIZES ARE TO BE SHOWN ON THE AS-BUILT CONDOMINIUM SLEEVISON PLAN.
10. ALL ELEMENTS ARE UNITED COMMON ELEMENTS. THE NUMERIC DESIGNATION AS SHOWN WITHIN THE ELEMENTS INDICATE THE UNIT WHICH THEY SERVICE.



CROSS SECTION E-E



GRAPHIC SCALE

1/8" = 1'-0"

1'-0"

BUILDING 2
CROSS SECTIONS C-C, D-D AND E-E
PROPOSED 4/7/2006

E340-01 11

NORTHVILLE SHARING

NE

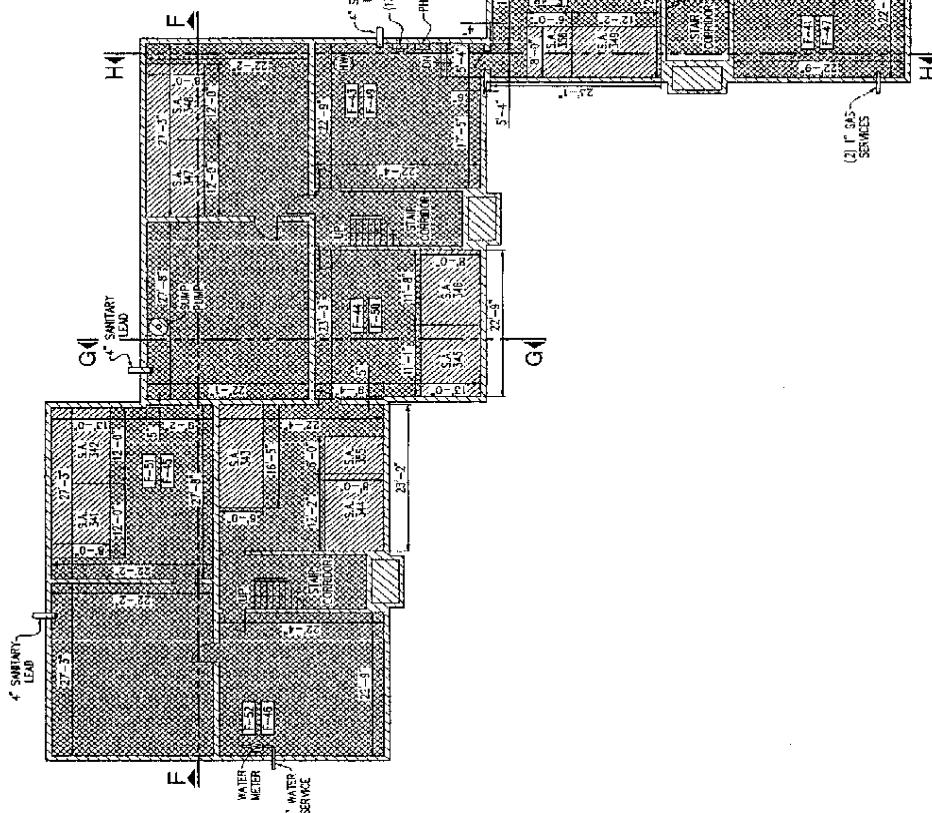
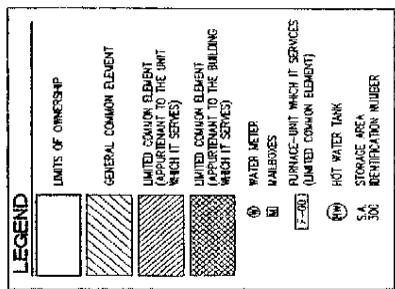
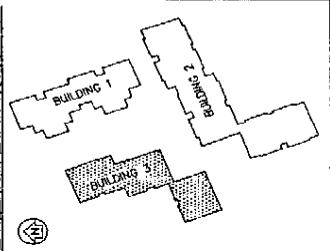
NOWAK
&
FRAUSConsulting Engineers
Land Surveyors
Land Planners1510 N. 25th Street Highway
Brentwood, MN 55312-5256

Tel: 651-858-0066

Fax: 651-858-0066

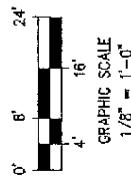
Northerville Green
Condominium

BUILDING LOCATION MAP



NOTES

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: NEVIER & WEBB, DATED NOVEMBER 11, 1995 AND RECEIVED BY NOWAK & FRAUS, PLLC, ON FEBRUARY 1, 2006, ALONG WITH FIELD OBSERVATIONS PERFORMED BY NOWAK & FRAUS ON FEBRUARY 27, 2006.
2. UNITS 1 THROUGH 52, AND ALL UTILITIES, DRIVEWAYS AND OTHER COMMON ELEMENTS REQUIRED TO SERVE SAID UNITS, MUST BE BUILT TO ARTICLE VI OF THE MASTER DEED.
3. ALL UNITS AND COMMON ELEMENTS ARE CONSTRUCTED AS PURSUANT ELEMENTS APPERTAINANT TO THE UNIT WHICH THEY SERVICE.
4. ALL DECKS AND BALCONIES ARE DESIGNATED AS UNITED COMMON ELEMENTS APPERTAINANT TO THE UNIT WHICH THEY SERVICE.
5. BUILDING STRUCTURAL ELEMENTS, MECHANICAL CHAMBERS, AND AIR SHUT-OFFS CONTAINED WITHIN THE UNITS ARE DESIGNATED AS GENERAL COMMON ELEMENTS, THEIR SIZE AND LOCATION MAY VARY FROM UNIT TO UNIT.
6. TYPICAL UNIT DIMENSIONS AS SHOWN ON PLANS MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.
7. UTILITIES SERVING INDIVIDUAL UNITS MAY PASS THROUGH PRIVATE STORAGE AREAS AND OR ADJACENT UNITS AS ACCESS LANE TO SANITARY UNITS FOR MAINTENANCE, REPAIR OR REPLACEMENT IS NECESSARY.
8. FLOOR TO CEILING DIMENSIONS ARE TYPICAL FOR ALL UNITS LOCATED ON THEIR DESIGNATED FLOOR, UNLESS OTHERWISE NOTED.
9. ALL STORAGE AREAS ARE UNITED COMMON ELEMENTS. THE NUMERIC DESIGNATION IS SHOWN WITHIN THE STORAGE AREAS. AREAS ARE FOR IDENTIFICATION PURPOSES ONLY, AND DO NOT INDICATE UNIT NUMBER ASASSIGNMENT. THESE STORAGE AREAS MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE TENANT OWNER, PROVIDED IN THE UNIT AGREED, EXCEPT AS APPROPRIATE, AND EXACT SITES ARE TO BE SHOWN ON THE AS-BUILT CONDOMINIUM SURVEY PLAN.
10. ALL RAILINGS ARE UNITED COMMON ELEMENTS. THE NUMERIC DESIGNATION IS SHOWN WITHIN THE RAILINGS INDICATE THE UNIT WHICH THEY SERVICE.



BUILDING 3
BASEMENT PLAN

PROPOSED 4/7/2006

H309-4H

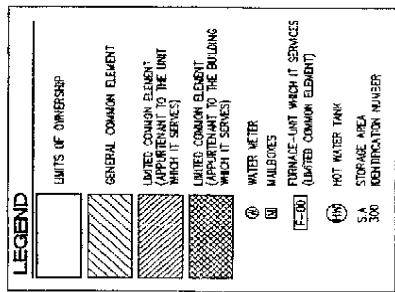
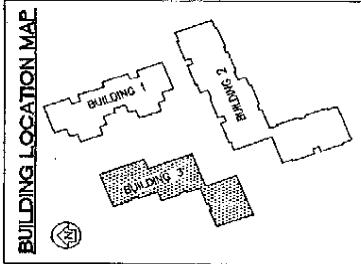
12





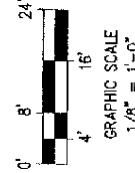
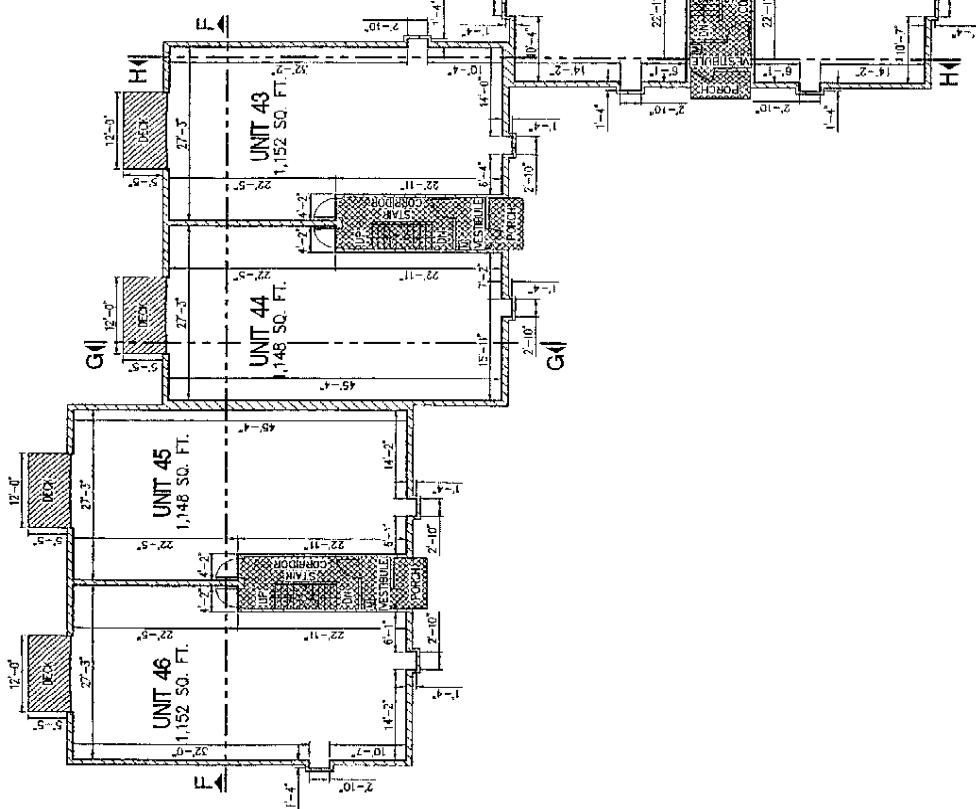
**NOWAK
&
FRAUS**

Consulting Engineers
Land Surveyors
Land Planners
1915 N. Shepherd Highway
Apt. 10, Ft. Lauderdale, FL 33306
Tel. 305-392-0006
Fax. 305-392-0006



NOTES

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY REINER & WEBER DATED NOVEMBER 13, 1959 AND RECEIVED BY NOWAK & FRAUS PLLC ON FEBRUARY 1, 2006 ALONG WITH FIELD OBSERVATIONS PERFORMED BY NOWAK & FRAUS ON FEBRUARY 21, 2006.
2. UNITS 1 THROUGH 52, AND ALL UTILITIES, DRIVEWAYS AND OTHER COMMON ELEMENTS REDEDICATED TO SERVICE SAW UNITS "MUST SEE BUILT" TO ARTICLE VI OF THE MASTER DEED.
3. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS PURSUANT TO ARTICLE VI OF THE MASTER DEED.
4. ALL DECKS AND BALCONIES ARE DESIGNATED AS LIMITED COMMON ELEMENTS APPERTAINANT TO THE UNIT WHICH THEY SERVICE.
5. BUILDING STRUCTURAL ELEMENTS, MECHANICAL CHAMBERS, AND AIR SHAFTS CONTAINED WITHIN THE UNITS ARE DESIGNATED AS GENERAL COMMON ELEMENTS. THEIR SIZE AND LOCATION MAY VARY FROM UNIT TO UNIT.
6. TYPICAL UNIT DIMENSIONS AS SHOWN ON PLANS MAY VARY SLIGHTLY DUE TO CONSTRUCTION DEVIATIONS.
7. UTILITIES SERVING INDIVIDUAL UNITS MAY PASS THROUGH PRIVATE STORAGE AREAS AND OR ADJACENT UNITS. AN ACCESS EASEMENT TO PRIVATE STORAGE AREAS FOR MAINTENANCE, REPAIR OR REPLACEMENT IS NECESSARY.
8. FLOOR TO CEILING DIMENSIONS ARE TYPICAL FOR ALL UNITS LOCATED ON TIER DESIGNATED FLOOR, UNLESS OTHERWISE NOTED.
9. ALL STORAGE AREAS ARE LIMITED COMMON ELEMENTS. THE NUMERIC DESIGNATION AS SHOWN WITHIN THE STORAGE AREAS ARE FOR IDENTIFICATION PURPOSES ONLY AND DO NOT INDICATE THE OWNER OF THE PARTICULAR UNIT. THE RELEASER AGREES THAT IN THE MASTER DEED, STORAGE AREAS ARE PERSONAL AND TAKI SIZES ARE TO BE SHOWN ON THE AS-BUILT COMMON ELEMENTS SIGNATURE PLAN.
10. ALL FURNACES ARE LIMITED COMMON ELEMENTS. THE NUMERIC DESIGNATION AS SHOWN WITHIN THE FURNACES INDICATE THE UNIT WHICH THEY SERVICE.



GRAPHIC SCALE
1/8" = 1'-0"

**BUILDING 3
FIRST FLOOR PLAN**

PROPOSED 4/7/2006

RECEIVED
4/7/2006
13
E309-01

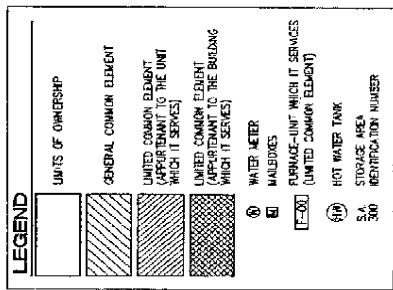
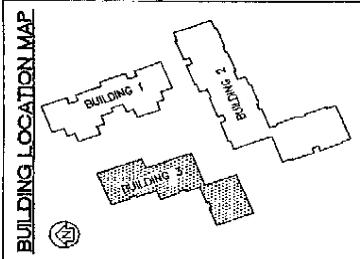


BROWARD COUNTY
RECORDER
STATE OF FLORIDA
4/7/2006
E309-01
13

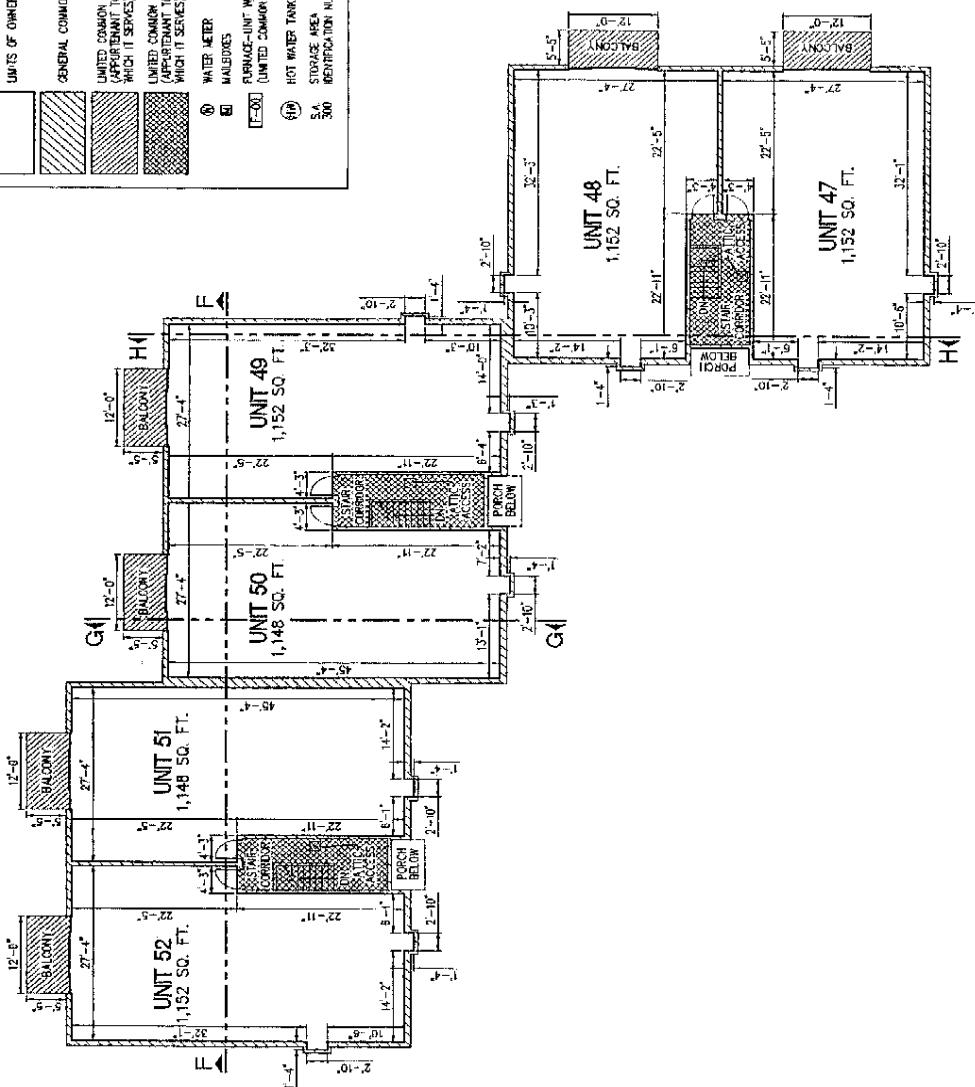
N

NOWAK
&
FRAUSConsulting Engineers
Land Surveyors
Land Planners
110 N. Sebastian Highway
Royal Oak, MI 48076-3708
Tel. (248) 585-0806
Fax. (248) 585-0805Northville Green
Condominium

B305-01 14

**NOTES**

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY REINER & WEBER DATED NOVEMBER 13, 1998 AND RESERVED BY NOWAK & FRAUS PLLC ON FEBRUARY 1, 2006 ALONG WITH FIELD OBSERVATIONS PERFORMED BY NOWAK & FRAUS ON FEBRUARY 21, 2006.
2. UNITS 1 THROUGH 52, AND ALL UTILITIES, DRIVEWAYS AND GROUNDFLOOR COMMON ELEMENTS RESERVED TO SERVICE SAID UNITS MUST BE BUILT.
3. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS PURSUANT TO ARTICLE 11 OF THE MASTER DEED.
4. ALL DECKS AND BALCONIES ARE DESIGNATED AS LIMITED COMMON ELEMENTS APPORTIONED TO THE UNIT WHICH THEY SERVE.
5. BUILDING STRUCTURAL ELEMENTS, MECHANICAL CHASES, AND AIR SHAFTS CONTAINED WITHIN THE UNITS ARE DESIGNATED AS GENERAL COMMON ELEMENTS. THEIR SIZE AND LOCATION MAY VARY FROM UNIT TO UNIT.
6. TYPICAL UNIT BOUNDARIES AS SHOWN ON PLANS MAY VARY SLIGHTLY DUE TO CONSTRUCTION DETAILS.
7. UNITS SERVING MULTIPLE UNITS MAY PASS THROUGH PRIVATE STORAGE AREAS AND BE ADJACENT TO UNITS AND ACCESS ELEMENTS TO AND UTILITIES FOR MAINTENANCE, REPAIR, OR REPLACEMENT IS FREELY EXPANDED.
8. FLOOR TO CEILING DIMENSIONS ARE TYPICAL FOR ALL UNITS LOCATED ON THEIR DESIGNATED FLOOR, UNLESS OTHERWISE NOTED.
9. ALL STORAGE AREAS ARE UNITED COMMON ELEMENTS. THE NUMERIC IDENTIFICATION NUMBER WITHIN THE STORAGE AREAS ARE FOR INFORMATION PURPOSES ONLY, AND DO NOT INDICATE UNIT NUMBER ASSOCIATION. THESE STORAGE AREAS MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROVIDED IN THE WATER CODE. STORAGE AREAS ARE APPROPRIATE AND EXACT SIZES ARE TO BE SHOWN ON THE AS-BUILT CONDOMINIUM SUBMISSION PLAN.
10. ALL FURNACES ARE UNITED COMMON ELEMENTS. THE NUMERIC IDENTIFICATION AS SHOWN WITHIN THE FURNACES INDICATE THE UNIT WHICH THEY SERVE.



0' 8' 16' 24'
4' GRAPHIC SCALE
1/8" = 1'-0"

**BUILDING 3
SECOND FLOOR PLAN**
PROPOSED 4/7/2006

EN

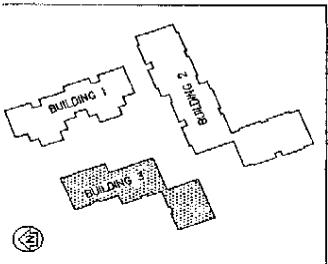
NOWAK & FRAUS
Consulting Engineers
Land Surveyors
Land Planners

Consulting Engineers
Land Surveyors
Land Planners

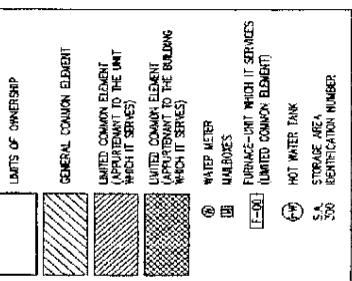
Northville Green Condominium

15
E309-01
SINHATRA
447 5000 HQ.

BUILDING LOCATION MAP



LEGEND



NOTES

1. RENOVATION AS PART OF THE REBOND, FROM THE ORIGINAL PLANS PREPARED BY THE ARCHITECTURE FIRM OF BURGESS & MCGOWAN, LTD., FOR THE PLATEAU RESIDENTIAL PROJECT, 13505 104 AVENUE, IN THE FIELD OF OBSERVATION PERFORMED BY PLATINUM CONSTRUCTION LTD. ON FEBRUARY 11, 2005.

2. UNITS 1 THROUGH 52, AND ALL UTILITIES, UNIWAYS, AND OTHER COMMON ELEMENTS REQUIRED TO SERVICE SUCH UNITS MUST BE BUILT.

3. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS PURSUANT TO ARTICLE VI OF THE MASTER DEED.

4. ALL APARTMENTS AND BALCONIES ARE DESIGNATED AS UNITED COMMON ELEMENTS APARTMENT BY THE UNIT WHICH THEY SERVICE.

5. ELEVATORS, STRUCTURAL ELEMENTS, MECHANICAL CHAMBERS, AND AIR SHAFTS CONTAINED WITHIN THE UNITS ARE DESIGNATED AS GENERAL COMMON ELEMENTS. THEIR SIZE AND LOCATION MAY VARY FROM UNIT TO UNIT.

6. TYPICAL UNIT DIMENSIONS AS SHOWN ON PLANS MAY VARY SLIGHTLY DUE TO CONSTRUCTION ALTERNATIONS.

3. E-LOOP. TO GEARING DIMENSIONS ARE TYPICAL FOR ALL UNITS LOCATED ON THEIR
7. UNITS SERVING INDIVIDUAL UNITS MAY PASS THROUGH PRIVATE STORAGE AREAS
AND OR ADJACENT UNITS. AN ACCESS EASEMENT TO SUD UTILITIES FOR MAINTENANCE,
REPAIR, OR REPLACEMENT IS HEREBY GRANTED.

9. ALL STORAGE AREAS ARE UNLTD COMMON ELEMENTS. THE NUMERIC DESIGNATION AS SHOWN WITHIN THE STORAGE AREAS ARE FOR IDENTIFICATION PURPOSES ONLY AND DO NOT INDICATE UNIT NUMBER ASSIGNMENT. THESE STORAGE AREAS MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER AS PROMISED IN THE MASTER DEED. STORAGE AREAS ARE APPROXIMATE AND EXACT SIZES ARE TO BE SHOWN ON THE AS-BUILT CONSTRUCTION SURVEY PLAN.

3. ALL FURNACES ARE LIMITED COMMON ELEMENTS. THE NUMERIC DESIGNATION AS SHOWN WITHIN THE FURNACES INDICATE THE UNIT WHICH THEY SERVICE.

GRAPHIC SCALE
 $1/8'' = 1'-0''$

BUILDING 3

CHASSIS SECTIONS FF, FG AND

PROPOSED 4/7/2006

| | | | |
|------------|------------|------------|------------|
| UNIT 52 | UNIT 51 | UNIT 50 | UNIT 49 |
| 5-1 5-1 | 5-1 5-1 | 5-1 5-1 | 5-1 5-1 |
| UNIT 46 | UNIT 45 | UNIT 44 | UNIT 43 |
| 5-1 5-1 | 5-1 5-1 | 5-1 5-1 | 5-1 5-1 |

CROSS SECTION F-F

Census Section 303

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卷之三

Pa-162

605ナナ・イフ

LIBER 28296 PAGE 938

1100 STATEMENT
GRANT OF WATER MAIN EASEMENT

Northville Green Associates, A Michigan Co-Partnership, with its principal offices located at 280 N. Woodward, Suite 200, Birmingham, Michigan 48009 (the "Grantor"), and Randy A. Dickinson and Linda K. Dickinson, his wife, of 230 Lake Street, Northville, Michigan 48167 ("the Grantees"), enter into this Grant of Water Main Easement on September 1, 1995, subject to the following conditions:

115.00 REC'D

1. **Purpose.** The Grantor and the Grantees own adjacent parcels of land. The Grantees wishes to purchase an easement from the Grantor across the Grantor's land, which will burden the Grantor's parcel for the benefit of the Grantees' adjacent parcel.
2. **Burdened property.** The Grantor owns the land in Northville, Michigan, described as follows:

Parcel I, West 90 feet of Lot 442, of Assessor's Northville Plat No. 5 of Plat of Simonds, Dubuar and White's Addition to the Village of Northville, and part of the NW 1/4 of Section 3, T. 1 S., R. 8 E., Village of Northville, Wayne County Michigan, recorded in Liber 66, Page 41 of Plats, Wayne County Records; excepting therefrom the North 10 feet deeded to the City of Northville;

Parcel II, Lot 442, except the West 90 feet thereof, of Assessor's Northville Plat No. 5 of Plat of Simonds, Dubuar and White's Addition to the Village (now City) of Northville and part of the NW 1/4 of Section 3, T. 1 S., R. 8 E., Village (now City) of Northville, Wayne County, Michigan, as recorded in Liber 66 of Plats, Page 41, Wayne County Records, and being the same real estate conveyed to the Grantor as shown in Liber 14858, Page 360, Wayne County Records; and further except that part described as follows: Commencing at the NW 1/4 corner of Section 3, T. 1 S., R. 8 E., thence S. 2 degrees 38 minutes 05 seconds E., 31.00 feet; thence N. 87 degrees 21 minutes 13 seconds E., 90.00 feet to the point of the beginning; thence continuing N. 87 degrees 21 minutes 13 seconds E., 257.16 feet; thence S. 3 degrees 17 minutes E., 35.00 feet; thence N. 78 degrees 10 minutes 11 seconds W., 100.00 feet; thence S. 87 degrees 21 minutes 13 seconds W., 160.72 feet; thence N. 2 degrees 38 minutes 05 seconds W., 10.01 feet to the point of the beginning;

Parcel III, Part of Lot 443, Assessor's Northville Plat No. 5 of Plat of Simonds, Dubuar and White's Addition to the Village (now City) of Northville and part of the Northwest 1/4 of Section 3, T. 1 S., R. 8 E., Village (now City) of Northville Wayne County, Michigan, as recorded in Liber 66, Page 41 of Plats, Wayne County Records, described as being the Southerly triangular part of said Lot 443 and more particularly described as beginning at the NW corner of said Lot 443 and proceeding thence S. 3 degrees 17 minutes 0 seconds E., 35 feet to the point of beginning; thence S. 3 degrees 17 minutes 0 seconds E., 99.58 feet; thence N. 56 degrees 33 minutes 20 seconds E., 105.84 feet; thence N. 66 degrees 23 minutes 16 seconds W., 102.61 feet to the point of beginning, containing .1046 acres of land, more or less.

3. **Benefited property:** The Grantees own the land in Northville, Michigan, described as follows:

Parcel A, Part of Lot 441 of Assessor's Northville Plat No. 5, as recorded in Liber 66, Page 41 of Plats, Wayne County Records; Land in the NW 1/4 of Section 3, T. 1 S., R. 8 E., City of Northville, Wayne County, Michigan, being particularly described as follows: Beginning at a point distant 513.13 feet S. 02 degrees 38 minutes 05 seconds E.; and N. 87 degrees 54 minutes 34 seconds E., 367.15 feet from the NW corner of said Section 3; thence N. 02 degrees 52 minutes 03 seconds W., 199.22 feet; thence N. 63 degrees 15 minutes 30 seconds E., 65.01 feet; thence N. 39 degrees 10 minutes 45 seconds E., 184.45 feet; thence S. 52 degrees 09 minutes 53 seconds W., 77.94 feet; thence along a curve to the right with a radius 178.63 feet, Arc 111.54 feet, chord bearing S. 70 degrees 02 minutes 16 seconds W., chord length 109.65 feet and delta 35 degrees 44 minutes 45 seconds to the point of beginning. Containing 24,601 s.f. or 0.56

FORREST E. YOUNGBLOOD, WAYNE COUNTY REGISTER OF DEEDS

SEPTEMBER 25, 1995

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acres and subject to easements and restrictions of Record.

4. **Consideration.** The Grantees, in consideration of the grant of this right-of-way, agree to pay the grantor \$1.00.
5. **Description of the easement.** The Grantor Grants to the Grantees the use of Grantor's property for the construction and maintenance of a water main. The water main easement is described as follows:

A part of Lot 441 and Lot 442 of Assessor's Northville Plat No. 5, as recorded in Liber 66, Page 41 of Plats, Wayne County Records; A 20' wide water main easement in the NW 1/4 of Section 3, T. 1 S., R. 8 E., City of Northville, Wayne County, Michigan, centerline of which being more particularly described as commencing at the NW corner of said Section 3; thence S 02 degrees 38 minutes 05 seconds E., 513.13 feet (recorded as S. 02 degrees 38 minutes 05 seconds, 513.70 feet); thence N. 87 degrees 54 minutes 34 seconds E. 367.15 feet (recorded as N. 87 53 minutes 30 seconds E., 367.15 feet); thence N. 02 degrees 52 minutes 03 seconds W., (recorded as N. 02 degrees 57 minutes 10 seconds W.), 191.00 feet; thence South 87 degrees 07 minutes 57 seconds W., 34.00 feet to the beginning of said centerline description; thence N. 87 degrees 07 minutes 57 seconds E., 34.00 feet; thence S. 02 degrees 52 minutes 03 seconds E. (recorded as S. 02 degrees 57 minutes 10 seconds E.), 135.00 feet; thence S. 65 degrees 45 minutes 00 seconds E. 30.50 feet to the point of ending of said centerline description.

6. **Condition and maintenance.** The Grantees, their heirs, successors, and assigns shall maintain the easement in perpetuity and are responsible for the repair and replacement of the watermain.

Grantor reserves the right to disturb, but not block, the easement if repairs over the water main become necessary.

Grantor reserves the right to disturb, but not block, the easement if repairs underneath the easement become necessary.

Grantees, their heirs, successors, and assigns agree to list Grantor as an additional insured for the purpose of indemnifying Grantor if an accident occurs on the easement harming one of Grantor's tenants, licensees or invitees or any of Grantor's tenants' licensees or invitees. In addition, Grantees, their heirs, successors, and assigns agree to list Grantor as an additional insured for the purpose of indemnifying Grantor if the water main located under the easement breaks, ruptures, or in any way malfunctions, causing damage to Grantor's property and/or injures Grantor's property and/or any person, vehicle or property belonging to Grantor.

FORREST E. YOUNGBLOOD, WAYNE COUNTY REGISTER OF DEEDS

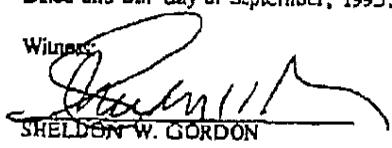
SEPTEMBER 25, 1984

LIBER 28296 PAGE 940

7. Interest in realty. The right-of-way is to be an easement over the burdened premises for the use and benefit of the benefited premises and is to be an appurtenance to the benefited property and run with the land.

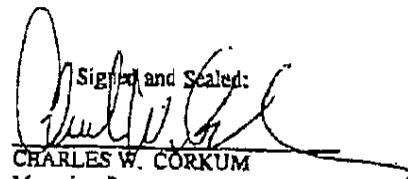
Dated this 8th day of September, 1995.

Witness:


SHELDON W. GORDON


GEORGE W. SCHMIDT


ROBIN FISHER


Signed and Sealed:

CHARLES W. CORKUM
Managing Partner
Northville Green Associates
A Michigan Co-Partnership
Grantor


RANDY A. DICKINSON
Grantee


LINDA K. DICKINSON

Grantee, his wife

STATE OF MICHIGAN

OAKLAND COUNTY

On this 8th day of September, 1995, before me, a Notary Public, personally appeared Sheldon W. Gordon, Randy A. Dickinson, and Linda K. Dickinson, his wife, who executed the above Easement, and acknowledged the same to be their free act and deed.


Dorothy Robinson
Notary Public, Oakland County, Michigan

My Commission Expires:

Instrument Drafted by:
George W. Schmidt
280 N. Woodward, Suite 200
Birmingham, MI 48009

County Treasurer's Certificate

City Treasurer's Certificate

Recording Fee _____ When recorded return to Grantees

State Transfer Tax _____

Tax Parcel Number:

FOREST E. YOUNGBLOOD, WAYNE COUNTY REGISTER OF DEEDS

SEPTEMBER 25, 1995

GRANT OF DRIVEWAY EASEMENT

Northville Green Associates, A Michigan Co-Partnership, with its principal offices located at 280 N. Woodward, Suite 200, Birmingham, Michigan 48009 (the "Grantor"), and Randy A. Dickinson and Linda K. Dickinson, his wife, of 230 Lake Street, Northville, Michigan 48167 ("the Grantees"), enter into this Grant of Driveway Easement on September 8, 1995, subject to the following conditions:

1. **Purpose.** The Grantor and the Grantees own adjacent parcels of land. The Grantees wish to purchase an easement from the Grantor across the Grantor's land, which will burden the Grantor's parcel for the benefit of the Grantee's adjacent parcel.
2. **Burdened property.** The Grantor owns the land in Northville, Michigan, described as follows:

Parcel I, West 90 feet of Lot 442, of Assessor's Northville Plat No. 5 of Plat of Simonds, Dubuar and White's Addition to the Village of Northville, and part of the NW 1/4 of Section 3, T. 1 S., R. 8 E., Village of Northville, Wayne County Michigan, recorded in Liber 66, Page 41 of Plats, Wayne County Records; excepting therefrom the North 10 feet deeded to the City of Northville;

Parcel II, Lot 442, except the West 90 feet thereof, of Assessor's Northville Plat No. 5 of Plat of Simonds, Dubuar and White's Addition to the Village (now City) of Northville and part of the NW 1/4 of Section 3, T. 1 S., R. 8 E., Village (now City) of Northville, Wayne County, Michigan, as recorded in Liber 66 of Plats, Page 41, Wayne County Records, and being the same real estate conveyed to the Grantor as shown in Liber 14858, Page 360, Wayne County Records; and further except that part described as follows: Commencing at the NW 1/4 corner of Section 3, T. 1 S., R. 8 E., thence S. 2 degrees 38 minutes 05 seconds E., 33.00 feet; thence N. 87 degrees 21 minutes 13 seconds E., 90.00 feet to the point of the beginning; thence continuing N. 87 degrees 21 minutes 13 seconds E., 257.16 feet; thence S. 3 degrees 17 minutes E., 35.00 feet; thence N. 78 degrees 10 minutes 11 seconds W., 100.00 feet; thence S. 87 degrees 21 minutes 13 seconds W., 160.72 feet; thence N. 2 degrees 38 minutes 05 seconds W., 10.01 feet to the point of the beginning;

Parcel III, Part of Lot 443, Assessor's Northville Plat No. 5 of Plat of Simonds, Dubuar and White's Addition to the Village (now City) of Northville and part of the Northwest 1/4 of Section 3, T. 1 S., R. 8 E., Village (now City) of Northville Wayne County, Michigan, as recorded in Liber 66, Page 41 of Plat, Wayne County Records, described as being the Southerly triangular part of said Lot 443 and more particularly described as beginning at the NW corner of said Lot 443 and proceeding thence S. 3 degrees 17 minutes 0 seconds E., 35 feet to the point of beginning; thence S. 3 degrees 17 minutes 0 seconds E., 99.58 feet; thence N. 56 degrees 33 minutes 20 seconds E., 105.84 feet; thence N. 66 degrees 23 minutes 16 seconds W., 102.61 feet to the point of beginning, containing .1046 acres of land, more or less.

3. **Benefited property:** The Grantees own the land in Northville, Michigan, described as follows:

Parcel A, Part of Lot 441 of "Assessor's Northville Plat No. 5, as recorded in Liber 66, Page 41 of Plats, Wayne County Records: Land in the NW 1/4 of Section 3, T. 1 S., R. 8 E., City of Northville, Wayne County, Michigan, being particularly described as follows: Beginning at a point distant 513.13 feet S. 02 degrees 38 minutes 05 seconds E.; and N. 87 degrees 54 minutes 34 seconds E., 367.15 feet, from the NW corner of said Section 3; thence N. 02 degrees 52 minutes 03 seconds W., 199.22 feet; thence N. 63 degrees 15 minutes 30 seconds E., 65.01 feet; thence S. 39 degrees 10 minutes 45 seconds E., 184.45 feet; thence S. 52 degrees 09 minutes 53 seconds W., 77.94 feet; thence along a curve to the right with a radius 178.63 feet, Arc 111.54 feet, chord bearing S. 70 degrees 02 minutes 16 seconds W., chord length 109.65 feet and delta 35 degrees 44 minutes 45 seconds to the point of beginning. Containing 24,601 s.f. or 0.56

FOREST E. YODERLOOD, WAYNE COUNTY REGISTER OF DEEDS

SEPTEMBER 23, 1995

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acres and subject to easements and restrictions of Record.

4. Consideration. The Grantees, in consideration of the grant of this right-of-way, agree to pay the Grantor \$1.00.

5. Description of the easement. The Grantor Grants to the Grantees the use of Grantor's driveway, for Ingress and Egress. The right-of-way is to be 20 feet in width and is described as follows:

Part of Lot 442 of "Assessor's Northville Plat No. 5", as recorded in Liber 66, page 41 of Plat, Wayne County records: Land in the NW 1/4 of Section 3, Township 1 S, Range 8 East, City of Northville, Wayne County, Michigan, being more particularly described as follows: commencing at a point distant S. 02 degrees 38 minutes 05 seconds E., 513.13 feet and N. 87 degrees 54 minutes 34 seconds E., 367.15 feet and N. 02 degrees 52 minutes 03 seconds W., 105.00 feet from the NW corner of said Section 3; thence S. 87 degrees 07 minutes 57 seconds W., 30.00 feet; thence N. 02 degrees 52 minutes 03 seconds W., 290 feet; thence N. 57 degrees 07 minutes 57 seconds E., 121.00 feet; thence S. 39 degrees 39 minutes 41 seconds E., 42.00 feet; thence S. 36 degrees 39 minutes 27 seconds W., 116.05 feet; thence S. 02 degrees 52 minutes 03 seconds E., 254.38 feet to the point of the beginning.

6. Condition and maintenance. The Grantor and Grantees shall each contribute 50% of the cost of maintaining the driveway and curb. Such cost includes, but is not limited to, the repair and replacement of the driveway and curb. Furthermore, the driveway shall be used only for access by residential traffic to and from the family residences to be located on the benefited property, as well as traffic associated with the residential character of the development on the benefited property. In addition, the Grantor and its heirs, successors, and assigns and tenants, licensees, and invitees shall have complete and full access to the subject driveway at all times.

Grantor reserves the right to disturb, but not block, the easement if repairs underneath the easement become necessary.

Grantees, their heirs, successors, and assigns shall contribute to Grantor 10% of Grantor's snow and ice removal cost of the entire Northville Green Apartment complex. This 10% represents the benefit Grantees will receive from Grantor's removal of snow and ice from the driveway. Payment from the Grantees, their heirs, successors, and assigns shall be due 10 days after Grantor submits a written statement or bill for the same to the Grantee.

Grantee, their heirs, successors, and assigns shall hold Grantor, its heirs, successors, and assigns harmless from any liability for damages to any person or property upon or about the easement, from any cause whatsoever. Grantee, their heirs, successors, and assigns shall procure, at their own expense, with insurers satisfactory to Grantor, its heirs, successors, and assigns, public liability insurance for the benefit of Grantor, its heirs, successors, and assigns in the sum of not less than \$1,000,000.00 for damages resulting to one person, \$1,000,000.00 for damages resulting from one casualty, and \$1,000,000.00 for property damages. Grantees, their heirs, successors, and assigns shall keep insurance in force in perpetuity, and shall deliver evidence of the policies to Grantor. Upon failure of Grantees, their heirs, successors, and assigns to do so, Grantor, its heirs, successors, and assigns may, but without any obligation, obtain such insurance and charge the cost to Grantee, their heirs, successors, and assigns.

Grantor reserves the right to determine, in its sole discretion, when, how, and if maintenance, repair, replacement, snow and ice removal or any other act occurring on the easement is to be accomplished. Grantor shall be held harmless by Grantees, their heirs, successors, or assigns for Grantor's failing to maintain, repair, or remove snow and ice from the driveway.

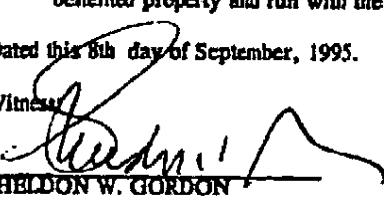
Grantees, their heirs, successors, and assigns shall, upon request by Grantor, shall

execute any amendment to this easement which may be requested by Grantor's mortgage company or any successor mortgage company or assignee.

7. Interest in realty. The right-of-way is to be an easement over the burdened premises for the use and benefit of the benefited premises and is to be an appurtenance to the benefited property and run with the land.

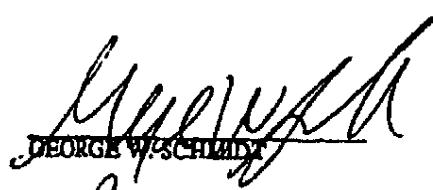
Dated this 8th day of September, 1995.

Witness:

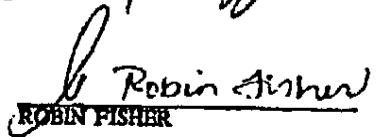

SHELDON W. GORDON


Signed and Sealed:

CHARLES W. CORKUM
Managing Partner
Northville Green Associates
A Michigan Co-Partnership
Grantor


GEORGE W. SCHMIDT


RANDY A. DICKINSON
Grantor


ROBIN FISHER


LINDA K. DICKINSON
Grantee, his wife

STATE OF MICHIGAN

OAKLAND COUNTY

On this 8th day of September, 1995, before me, a Notary Public, personally appeared Charles W. Corkum, Randy A. Dickinson, and Linda K. Dickinson, his wife, who executed the above Easement, and acknowledged the same to be their free act and deed.


Dorothy Robinson
Notary Public, Oakland County, Michigan

My Commission Expires:

Instrument Drafted by:

George W. Schmidt
280 N. Woodward, Suite 200
Birmingham, MI 48009

County Treasurer's Certificate

City Treasurer's Certificate

Recording Fee _____ When recorded return to Grantees

FOREST E. YOUNGBLOOD, WAYNE COUNTY REGISTER OF DEEDS

SEPTEMBER 25, 1995

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FOREST E. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI
Receipt #31151

GRANT OF 12 FOOT SANITARY SEWER EASEMENT

Northville Green Associates, A Michigan Co-Partnership, with its principal offices located at 115 S. Main St., Suite 200, Royal Oak, Michigan 48067 (the "Grantor"), and Randy A. Dickinson and Linda K. Dickinson, his wife, of 230 Lake Street, Northville, Michigan 48167 ("the Grantees"), enter into this Grant of 12 Foot Sanitary Sewer Easement on September 24, 1997, subject to the following conditions:

\$4.00 REMUNERATION

1. Purpose. The Grantor and the Grantees own adjacent parcels of land. The Grantees wishes to purchase an easement from the Grantor across the Grantor's land, which will burden the Grantor's parcel for the benefit of the Grantees' adjacent parcel.
2. Burdened property. The Grantor owns the land in Northville, Michigan, described as follows:

Parcel I, West 90' of Lot 442, of Assessor's Northville Plat No. 5 of Plat of Simonds, Dubuar and White's Addition to the Village of Northville, and part of the NW 1/4 of Section 3, T. 1 S., R. 8 E., Village of Northville, Wayne County Michigan, recorded in Liber 66, Page 41 of Plats, Wayne County Records; excepting therefrom the North 10' deeded to the City of Northville;

Parcel II, Lot 442, except the West 90' thereof, of Assessor's Northville Plat No. 5 of Plat of Simonds, Dubuar and White's Addition to the Village (now City) of Northville and part of the NW 1/4 of Section 3, T. 1 S., R. 8 E., Village (now City) of Northville, Wayne County, Michigan, as recorded in Liber 66 of Plats, Page 41, Wayne County Records, and being the same real estate conveyed to the Grantor as shown in Liber 14858, Page 360, Wayne County Records; and further except that part described as follows: Commencing at the NW 1/4 corner of Section 3, T. 1 S., R. 8 E., thence S. 2 degrees 38 minutes 05 seconds E., 33.00'; thence N. 87 degrees 21 minutes 13 seconds E., 90.00' to the point of the beginning; thence continuing N. 87 degrees 21 minutes 13 seconds E., 257.16'; thence S. 3 degrees 17 minutes E., 35.00'; thence N. 78 degrees 10 minutes 11 seconds W., 100.00'; thence S. 87 degrees 21 minutes 13 seconds W., 160.72'; thence N. 2 degrees 38 minutes 05 seconds W., 10.01' to the point of the beginning;

\$10.00 DEED

Parcel III, Part of Lot 443, Assessor's Northville Plat No. 5 of Plat of Simonds, Dubuar and White's Addition to the Village (now City) of Northville and part of the Northwest 1/4 of Section 3, T. 1 S., R. 8 E., Village (now City) of Northville Wayne County, Michigan, as recorded in Liber 66, Page 41 of Plats, Wayne County Records, described as being the Southerly triangular part of said Lot 443 and more particularly described as beginning at the NW corner of said Lot 443 and proceeding thence S. 3 degrees 17 minutes 0 seconds E., 35' to the point of beginning; thence S. 3 degrees 17 minutes 0 seconds E., 99.58'; thence N. 56 degrees 33 minutes 20 seconds E., 105.84'; thence N. 66 degrees 23 minutes 16 seconds W., 102.61' to the point of beginning, containing .1046 acres of land, more or less.

3. Benefited property: The Grantees own the land in Northville, Michigan, described as follows:

Parcel A, Part of Lot 441 of Assessor's Northville Plat No. 5, as recorded in Liber 66, Page 41 of Plats, Wayne County Records: Land in the NW 1/4 of Section 3, T. 1 S., R. 8 E., City of Northville, Wayne County, Michigan, being particularly described as follows: Beginning at a point distant 513.13' S. 02 degrees 38 minutes 05 seconds E., from the NW corner of said Section 3; and N. 87 degrees 54 minutes 34 seconds E., 367.15'; thence N. 02 degrees 52 minutes 04 seconds W., 199.22'; thence N. 63 degrees 15 minutes 30 seconds E., 65.01'; thence S. 39 degrees 10 minutes 45 seconds E., 184.45'; thence S. 52 degrees 09 minutes 53 seconds W., 77.94'; thence along a curve to the right with a radius 178.63', Arc 111.54', chord bearing S. 70 degrees 02 minutes 16 seconds W., chord length 109.65' and delta 35 degrees 44 seconds 45 seconds to the point of beginning. Containing 24.601 s.f. or 0.56 acres and subject to easements and restrictions of Record.

4. Consideration. The Grantees, in consideration of the grant of this right-of-way, agree to pay the Grantor \$1.00.

5. Description of the easement. The Grantor grants to the Grantees the use of Grantor's property for the construction and maintenance of a Foot Sanitary Sewer. The 12 Foot Sanitary Sewer easement is described as follows:

Part of Lot 441 of Assessor's Northville Plat No. 5, as recorded in Liber 66, Page 41 of Plats, Wayne County Records: Land in the NW 1/4 Section 3, T. 1 S., R. 8 E., City of Northville, Wayne County, Michigan, Commencing at the NW corner of said Section 3, thence S. 2 degrees, 38' 05", 513.13'; thence N. 87 degrees 54' 34" E., 367.15'; thence N., 2 degrees, 52' 03" W. 182.00' to Point B; thence from said Point B, S. 34 degrees 42' 00" W 106.79'; thence S. 67 degrees, 08' 00" W. 120.13'; thence N. 22 degrees 52' 00" W 12'; thence N. 67 degrees 08' 00" E. 129.87'; thence S. 34 degrees 42' 00" E 100.01' to Point A; thence from said Point A S 2 degrees 52' 03" E 19.47' to said Point B, and Point of ending of said description; containing 0.0601 acres.

6. Condition and maintenance. The Grantees, their heirs, successors, and assigns shall maintain the easement in perpetuity and are responsible for the repair and replacement of the easement. Grantees shall repair the easement using sod after construction of the sewer line is completed. Any such maintenance and/or repair shall be completed within 30 days.

Grantor reserves the right to disturb, but not block, the easement if repairs over the sanitary sewer become necessary. Grantor reserves the right to disturb, but not block, the easement if repairs underneath the easement become necessary.

Grantees, their heirs, successors, and assigns agree to indemnify Grantor if an accident occurs on the easement harming Grantor

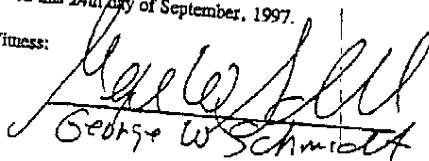
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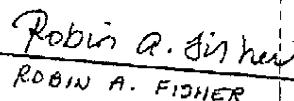
and/or any of Grantor's tenants, licensees or invitees. Grantee, their heirs, successors, and assigns will carry liability insurance and name Grantor as an additional insured. In addition, Grantees, their heirs, successors, and assigns will carry insurance and agree to list Grantor as an additional insured for the purpose of indemnifying Grantor if the sewer located under the easement breaks, ruptures, or in any way malfunctions, causing damage to Grantor's property.

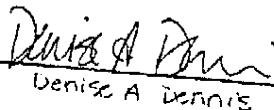
7. Interest in realty. The right-of-way is to be an easement over the burdened premises for the use and benefit of the benefited premises and is to be an appurtenance to the benefited property and run with the land.
8. Warranty. The Grantor warrants that it has good and marketable title to the easement.

Dated this 24th day of September, 1997.

Witness:

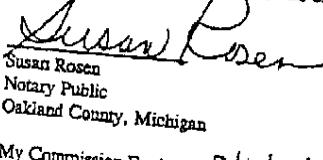

George W. Schmidt


Robin A. Fisher
ROBIN A. FISHER


Denise A. Dennis

STATE OF MICHIGAN
OAKLAND COUNTY

On this 24th day of September, 1997, before me, a Notary Public, personally appeared Charles W. Corkum, Randy A. Dickinson, and Linda K. Dickinson, his wife, who executed the above Easement, and acknowledged the same to be their free act and deed.


Susan Rosen
Notary Public
Oakland County, Michigan

My Commission Expires: 5/4/01

Instrument Drafted by:
George W. Schmidt
115 S. Main St, Suite 200
Royal Oak, MI 48073

County Treasurer's Certificate

City Treasurer's Certificate

Recording Fee _____

When recorded return to Grantees

State Transfer Tax _____

Tax Parcel Number:

Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

NORTHVILLE GREEN CONDOMINIUM ASSOCIATION

ID NUMBER: 798347

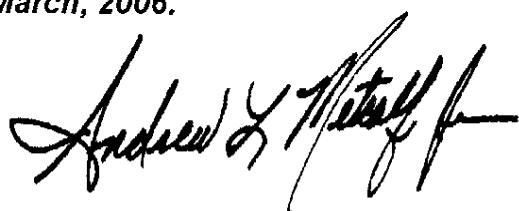
received by facsimile transmission on March 23, 2006 is hereby endorsed

Filed on March 31, 2006 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 31ST day of March, 2006.



Andrew J. Metzger
, Director

Bureau of Commercial Services

**NON-PROFIT
ARTICLES OF INCORPORATION**

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a nonprofit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

**ARTICLE I
NAME**

The name of the corporation is Northville Green Condominium Association.

**ARTICLE II
PURPOSES**

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

- (a) To manage and administer the affairs of and to maintain Northville Green Condominium, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this corporation as may hereinafter be adopted;
- (j) To enter into agreements with public agencies concerning the nature and extent of maintenance of the Condominium;
- (k) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and
- (l) In furtherance of the foregoing, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

**ARTICLE III
ADDRESSES**

Address of the first registered office is 255 E. Brown Street, Suite 105, Birmingham, Michigan 48009.

**ARTICLE IV
RESIDENT AGENT**

The name of the first resident agent is Drew J. Schmidt.

**ARTICLE V
BASIS OF ORGANIZATION AND ASSETS**

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is -- Real Property: None
Personal Property: None

Said corporation is to be financed under the following general plan: Assessment of members

**ARTICLE VI
INCORPORATOR**

The name of the incorporator is William T. Myers and his place of business is 40701 Woodward Avenue, Suite 235, Bloomfield Hills, Michigan 48304.

**ARTICLE VII
EXISTENCE**

The term of corporate existence is perpetual.

**ARTICLE VIII
MEMBERSHIP AND VOTING**

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

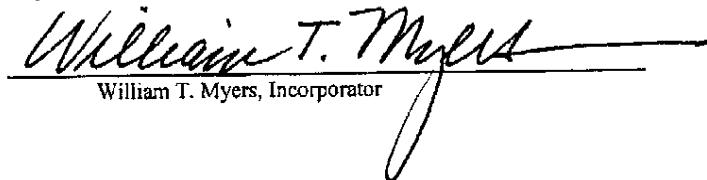
- (a) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity, shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as his membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Wayne County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

**ARTICLE IX
LIMITATION OF LIABILITY OF VOLUNTEER OFFICERS AND DIRECTORS AND OTHER VOLUNTEERS**

No volunteer director or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate or limit the liability of a director or officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the corporation, its shareholders, or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article IX shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following apply: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or wilful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

Signed this 22nd day of March, 2006


William T. Myers, Incorporator

When filed return to:

William T. Myers of Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Ave., Suite 235
Bloomfield Hills, Michigan 48304

MANCHESTER PROPERTIES, INC.

CONDOMINIUM MANAGEMENT AGREEMENT

NORTHVILLE GREEN CONDOMINIUM

AGREEMENT made this 3rd day of April, 2006, between **NORTHVILLE GREEN CONDOMINIUM ASSOCIATION**, a Michigan non-profit corporation, (hereafter called Association) and **MANCHESTER PROPERTIES, INC.** (hereafter called Agent).

- 1) **Appointment of Agent.** The Association hereby Appoints the Agent as sole and exclusive managing agent to manage and operate: NORTHVILLE GREEN CONDOMINIUM, located in the City of Northville, Wayne County, Michigan, (hereafter the Property) upon the conditions and for the term and compensation herein set forth.
2. **Term of Appointment.** The term of appointment shall be upon closing of the first unit or June 1, 2006 to and including May 31, 2007, subject to earlier termination as herein provided. If this contract remains in effect on May 31, 2007, it shall continue thereafter on a month-to-month basis until terminated by either party upon 60 days' written notice to the other sent certified mail, return receipt requested. The 60-day period shall commence on the date of receipt of the written notice.
3. **Acceptance of Appointment.** The Agent hereby accepts the appointment and agrees to manage and operate the Property to the extent, for the period and upon the terms and conditions herein provided. To carry out the appointment, Agent shall have the power and authority (all or any of which may be exercised in the name of the Association) as follows:
 - (a) To collect all assessments, maintenance fees and other income from the Property, provided that nothing herein contained shall constitute a guarantee by the Agent of the payment of rent by tenants. The Agent shall collect the income from the Property promptly when such amounts become due and shall deposit all such amounts in a special bank account maintained by the Agent for the benefit of the Association. Such moneys of the Association shall not be mingled with funds of the Agent. The Agent may withdraw from such bank account all disbursements which under this Agreement are to be made at the expense of the Association, including compensation of the Agent as set forth in paragraph 5 hereof. The Agent shall render to the Association a monthly statement of receipts and disbursements, and shall from time to time pay to the Association, or as Association may from time to time in writing direct, all amounts in such bank account except (a) a reasonable balance for working capital and (b) any reserves which Association and Agent may agree in writing to maintain. Agent shall not be obligated to advance funds to cover the expenses of operating and managing the Property nor shall Agent be obligated to defer or forego payment of Agent's compensation. In the event of a shortage of funds to meet anticipated expenses, including compensation of Agent, the Association shall, upon Agent's request, forthwith advance sufficient funds to meet the anticipated expenses, including Agent's compensation.
 - (b) Agent is authorized, in the name of, and at the expense of the Association, to make contracts for electricity, gas, telephone, janitorial services, window cleaning, vermin extermination, heating, ventilating and air conditioning, snow plowing, parking lot maintenance, grounds maintenance, sprinkler maintenance, painting, building maintenance, and other such services as Agency shall deem advisable. The expense to be incurred for any one item of alteration or repair shall not exceed the sum of \$1,000.00 unless authorized

by Association, except under such circumstances as Agent shall deem to be an emergency. Agent shall allow to Association any rebate or discount which Agency shall obtain. Agent may pay insurance premiums and water and sewer charges without the prior written authorization of the Association. Agent is authorized, at Association's expense, to pay all administrative costs relating to the operation of the Property including costs of postage, checks, deposit tickets, forms and other similar expenses.

- (c) To employ, discharge, and pay on behalf of the Association all servants, employees, agents or contractors necessary in Agent's discretion to the efficient management and operation of the Property. The agent or Association may discharge for cause or negligence any contractor, employees or agents. The Agent shall discharge any servant, employee, agent or contractor whose discharge is demanded in writing by the Association, except that the Agent shall not be required to respect such demand if the demand shall violate any written agreement or contract existing with respect to any such servant, employee, agent or contractor, and provided further that Association shall agree to indemnify, defend, and hold harmless the Agent with respect to any suit, costs, claim, liability or damage arising from or by reason of such discharge. The Agent shall not be liable to the Association or to any other person for any act or omission on the part of such contractor if the Agent has exercised reasonable care in their employment such as verifying licensing, workers compensation and insurance coverage.
- (d) The Agent is authorized, at Association's cost, to perform all services, in addition to the foregoing, necessary for the management of the Property. Such services may include the institution of legal actions, in the name and at the expense of the Association, to enforce the collection of dues or other income from the Property. In connection with any such legal action, the Agent may engage counsel at the expense of the Association and the Association hereby indemnifies, defends and saves harmless the Agent from any and all counterclaims, demands, costs, suits, liabilities, claims and damages that may arise from or by reason of any such legal actions.
- (e) Agent will serve as a daily contact for the Association to report problems/needed repairs for the common elements. Emergency service is available 24 hours a day. Agent will establish and supervise preventative maintenance schedules for buildings and common areas. Agent will perform inspection of the project in conjunction with regular maintenance visits to check appearance, contractor performance, identify needs/problems for immediate follow-up and correction or recommendation to the Board. Agent shall attend twelve monthly association meetings on behalf of Association. Agent shall not be required to record the minutes at these meetings.
- (f) To prepare and file all returns and other documents required under the Federal Insurance Contribution Act and the Federal Unemployment Tax Act, or any similar federal or state legislation, and all withholding tax returns and form 1099 required for employees and contractors. The Agent shall pay, from the Association's funds, all amounts required to be paid under the Federal Insurance Contribution Act and the Federal Unemployment Tax Act, or any similar federal or state legislation, and all withholding taxes.
- (g) To maintain accurate books of account with correct entries of all receipts and expenditures of managing the Property. Such books of account shall be the property of the Association and shall at all reasonable times during normal business hours be open to the inspection by the Association or any of its officers or duly authorized agents.

- (h) To furnish monthly to the Association a detailed operating statement showing the income and expenses for both the month and year to date. Such statements shall be supported by canceled checks, vouchers, duplicate invoices, and similar documentation covering all items of income and expense, which documentation shall be kept in the Agent's office and be available for inspection by the Association or the Association's authorized representatives at all reasonable times during normal business hours.

4. Project Spokesperson. The Association shall designate a single individual who shall be authorized to deal with the Agent on any matter relating to the management of the Property. The Agent may reject directions or instructions with regard to the management of the Property from anyone else.

5. Compensation.

- (a) The Association shall pay the Agent \$780.00 monthly during the period which this Agreement is in effect as the Agent's compensation for services. Annually on the anniversary date the management fee will be increased by the Consumers Price Index (CPI).
- (b) If extraordinary decoration or repairs are to be made to the Property or the Property is to be extensively redecorated or reconstructed, or if the Agent is required to perform services not customarily a part of the services performed by a managing agent, additional compensation shall be paid. The compensation to be paid for additional services shall be agreed to in writing by both Association and agent.

6. Indemnification and Insurance. Except for matters in which the Agent is at fault due to its gross negligence or dishonesty, the Association hereby indemnifies, defends and saves the Agent harmless from all suits, claims, liabilities, costs and damages arising from or in connection with the management and operation of the Property, and from liability for injuries to person or property suffered by any person, regardless of by whom or how caused, while in the Property or on the premises upon which the Property is located. Association shall carry, at Association's expense, public liability and property damage insurance, elevator insurance, boiler insurance, if appropriate, and workmen's compensation insurance, with the Agent designated as an additional insured.

7. Assignment. Neither party hereto shall have the right to assign this Agreement without the written consent of the other party. If the Agent withholds consent to an assignment by the Association, the Association shall have the privilege of terminating this Agreement upon 30 days' written notice to the Agent, provided that such notice to the Agent is given within 60 days after Agent has withheld consent to the assignment.

8. Earlier Termination. This Agreement may be terminated by Association without notice in the event that Agent willfully fails to deposit rents and other collections to the credit of the Association in the manner provided by this Agreement, unless such failure to account for funds or such failure to deposit assessments, income or other collections is the result of some act or condition beyond the reasonable control of the Agent. This Agreement may be terminated, and the obligations of the parties hereunder shall thereupon cease, upon the occurrence of any of the following circumstances:

- (a) In the event of the termination of the Property as a condominium, the Association may terminate this Agreement upon 30 days' notice to Agent by certified mail.
- (b) If the Association is not satisfied with the property management services, it may terminate this contract with 60 days written notice. All funds in the Northville Green Condominium Association management account and all records shall be turned over to the Association by the final termination date.

- (c) If either the Association or Agent shall fail to comply with any rule, order, termination, ordinance, or law of any federal, state, or municipal authority, the other may terminate this Agreement immediately upon notice by certified mail.
9. **Payment Upon Termination.** Manchester Properties, Inc. will only be paid for the time period that property is managed.
10. **Notice.** Except as Association may from time to time otherwise direct in writing, all written notices to be given to the Association shall be addressed and mailed, by certified mail, return receipt requested, to:
Northville Green Condominium Association, 255 E. Brown Street, Suite 105, Birmingham, Michigan 48009 and all written notices to be given to the Agent shall be addressed and mailed, by certified mail, return receipt requested, to the Agent at its principal place of business, presently 255 E. Brown Street, Suite 110, Birmingham, Michigan 48009.
11. **Arbitration.** Any dispute between Association and Agent arising under this Agreement or pertaining to the application or interpretation of this Agreement shall be submitted to binding arbitration under the rules and regulations of the American Arbitration Association. The arbitration award shall be conclusive and binding upon the parties and a judgment may be entered thereon by any court of competent jurisdiction.
12. **Binding Effect.** This Agreement will be binding upon the successors and assigns of the parties hereto.

In witness whereof the parties hereto have caused this Agreement to be executed the day and year first above written.

AGENT

Manchester Properties, Inc.

By

James O'Malley, President

BUSINESS ADDRESS & TELEPHONE:

Manchester Properties, Inc.
255 E. Brown Street, Suite 110
Birmingham, MI 48009
248-594-1800

ASSOCIATION

Northville Green Condominium Association

By

Drew Schmidt, President

BUSINESS ADDRESS & TELEPHONE:

Northville Green Condominium Association
255 E. Brown Street, Suite 105
Birmingham, MI 48009
248-594-1800
TAX ID# 04-3851486

NORTHVILLE GREEN CONDOMINIUM

Escrow Account No. _____

ESCROW AGREEMENT

THIS AGREEMENT is entered into as of this 6th day of April, 2006 between Northville Green Partners, L.L.C., a Michigan limited liability company ("Developer"), and First American Title Insurance Company ("Escrow Agent").

WHEREAS, Northville Green Condominium will be established as a residential conversion condominium project under applicable Michigan law by recording a Master Deed therefor in Wayne County Records; and

WHEREAS, upon such conversion, each separate residence will be subject to sole ownership and will constitute a Condominium Unit ("Unit") as defined under Michigan law; and

WHEREAS, Developer is selling Units in Northville Green Condominium and is entering into agreements for sale ("Purchase Agreements") with Purchasers for such Units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreements be held by Escrow Agent under an Escrow Agreement; and,

WHEREAS, the parties hereto desire to enter into such an Escrow Agreement for the benefit of Developer and for the benefit of each Purchaser (hereinafter called "Purchaser") who makes deposits under a Purchase Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Initial Deposit of Funds. Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement together with a fully executed copy of such Agreement.

2. Release of Funds. The sums paid to Escrow Agent under the terms of any Purchase Agreement shall be held and released to Developer or Purchaser only upon the conditions hereinafter set forth:

(a) Upon conveyance of title to a Unit from Developer to Purchaser or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement, Escrow Agent shall release to Developer all sums held in escrow under such Agreement.

(b) In the event that the Purchaser under a Purchase Agreement shall default in making any payments required by said Agreement or in fulfilling any other obligations thereunder, for a period of ten days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to said Agreement to Developer in accordance with the terms of said Agreement.

(c) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and Purchaser fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, Escrow Agent shall release all sums to Purchaser held by it pursuant to said Agreement.

(d) Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and paid to Developer upon termination of this Escrow Agreement.

(e) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under paragraph 6 of the General Provisions thereof, then Escrow Agent shall, within three business days after such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

(f) If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the occurrence of one or more of the foregoing events, Escrow Agent shall release all such sums to Developer in the event Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent securing repayment of said sums, in such form, substance and amount and issued by such institution as are all acceptable to the Escrow Agent. In lieu thereof, Developer may furnish other security deemed adequate by Escrow Agent, in its sole discretion.

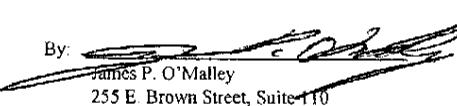
3. Proof of Occurrence. Escrow Agent may require reasonable proof of occurrence of any of the events, actions, or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement to a Purchaser thereunder, or to the Developer.

4. Liability of Escrow Agent. Upon making delivery of the funds deposited with Escrow Agent pursuant to any of the aforementioned Purchase Agreements and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability under any such Agreement, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit reserved or sold under any other Agreement. It is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this escrow.

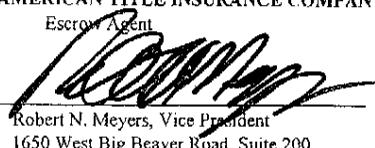
Notwithstanding any other provision herein to the contrary, Escrow Agent shall be under no obligation to release funds deposited hereunder to any party until it can satisfactorily ascertain that it has received, from the party on whom the funds are drawn, final settlement as that term is defined under the provisions of MCL 440.4101, et seq.

5. Notices. All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary first class mail or by registered or certified mail, return receipt requested, or by a recognized overnight courier service, with all postage and delivery fees prepaid, and addressed to the recipient party at the address shown below such party's signature to this Agreement or upon any of the other said Agreements. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

NORTHVILLE GREEN PARTNERS, L.L.C.,
a Michigan limited liability company

By: 
James P. O'Malley
255 E Brown Street, Suite 110
Birmingham, Michigan 48009
(248) 594-1800

FIRST AMERICAN TITLE INSURANCE COMPANY,

Escrow Agent 
By: Robert N. Meyers, Vice President
1650 West Big Beaver Road, Suite 200
Troy, Michigan 48084
(248) 458-7500