

RECEIVED
NOV 3 2005

OAKLAND COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the herein described
and all TAXES ON SAME ARE PAID FOR THE YEAR PREVIOUS TO THE
DATE OF THIS INSTRUMENT AS IT APPEARS BY THE RECORDS IN THE OFFICE
EXCEPT AS STATED.

LIBER 36670 PG 188

330064
LIBER 36670 PAGE 188
\$295.00 DEED - COMBINED
\$4.00 RENOMINISTRATION

11/28/2005 01:39:35 P.M. RECEIPT# 132959

NOV 28 2005

17.00 PATRICK M. DOHANY, County Treasurer
~~Sec. 135, Act 206, 1893 as amended~~

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS



11/28/2005

MASTER DEED

THE HEIGHTS AT ELKOW FARMS

(Act 59, Public Acts of 1978, As Amended)

THIS MASTER DEED is made and executed on this 18th day of November, 2005, by HITECH BUILDING, L.L.C., a Michigan limited liability company, referred to as the "Developer," whose address is 2683 Lakeridge, Wixom, Michigan 48393, in pursuance of the provisions of the Michigan Condominium Act as amended (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the Township of Lyon, County of Oakland, Michigan, and more particularly described as follows:

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 AND THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, T.1N., R.7E., LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTH 1/4 POST OF SAID SECTION 16, T.1N., R.7E., THENCE PROCEEDING ALONG THE SOUTH LINE OF SECTION 16 AND THE NOMINAL CENTERLINE OF ELEVEN MILE ROAD, SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 457.60 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 42 SECONDS EAST, 341.40 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 131.83 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS WEST, 89.25 FEET; THENCE NORTH 24 DEGREES 07 MINUTES 49 SECONDS WEST 143.28 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT ("C1"), RADIUS OF 360.00 FEET, CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 32 SECONDS (THE CHORD OF SAID CURVE BEARS SOUTH 67 DEGREES 26 MINUTES 27 SECONDS WEST, 19.74 FEET) AND HAVING AN ARC DISTANCE OF 19.74 FEET; THENCE NORTH 20 DEGREES 59 MINUTES 18 SECONDS WEST, 200.00 FEET; THENCE SOUTH 82 DEGREES 00 MINUTES 53 SECONDS WEST, 36.61 FEET; THENCE NORTH 05 DEGREES 03 MINUTES 08 SECONDS WEST, 138.54 FEET; THENCE NORTH 09 DEGREES 23 MINUTES 23 SECONDS EAST, 58.66 FEET; THENCE NORTH 17 DEGREES 26 MINUTES 24 SECONDS EAST, 13.37 FEET; THENCE NORTH 72 DEGREES 33

P-21-16-300-017 SW 1/4
Tax Code #: P-21-16-401-030 SE 1/4

OCCP#
1817

O.K. - RC
O.K. - KB

MINUTES 36 SECONDS WEST, 57.33 FEET; THENCE SOUTH 65 DEGREES 07
 MINUTES 28 SECONDS WEST, 41.55 FEET; THENCE SOUTH 89 DEGREES 47
 MINUTES 35 SECONDS WEST, 74.27 FEET; THENCE NORTH 68 DEGREES 26
 MINUTES 46 SECONDS WEST, 88.80 FEET; THENCE NORTH 40 DEGREES 10
 MINUTES 21 SECONDS WEST, 100.75 FEET; THENCE NORTH 11 DEGREES 53
 MINUTES 56 SECONDS WEST, 100.75 FEET; THENCE NORTH 16 DEGREES 22
 MINUTES 30 SECONDS EAST, 100.75 FEET; THENCE NORTH 44 DEGREES 38
 MINUTES 55 SECONDS EAST, 100.75 FEET; THENCE NORTH 72 DEGREES 55
 MINUTES 20 SECONDS EAST, 107.37 FEET; THENCE SOUTH 84 DEGREES 11
 MINUTES 52 SECONDS EAST, 124.47 FEET; THENCE SOUTH 81 DEGREES 19
 MINUTES 14 SECONDS EAST, 119.83 FEET; THENCE SOUTH 68 DEGREES 35
 MINUTES 59 SECONDS EAST, 68.15 FEET; THENCE SOUTH 60 DEGREES 57
 MINUTES 43 SECONDS EAST, 29.98 FEET; THENCE NORTH 32 DEGREES 03
 MINUTES 16 SECONDS EAST, 138.33 FEET; THENCE ALONG THE ARC OF A
 CURVE TO THE RIGHT ("C2"), RADIUS OF 320.00 FEET, CENTRAL ANGLE OF
 07 DEGREES 36 MINUTES 09 SECONDS (THE CHORD OF SAID CURVE BEARS
 NORTH 54 DEGREES 09 MINUTES 59 SECONDS WEST, 42.43 FEET) AND
 HAVING AN ARC DISTANCE OF 42.46 FEET; THENCE NORTH 39 DEGREES 38
 MINUTES 06 SECONDS EAST, 186.21 FEET; THENCE SOUTH 61 DEGREES 42
 MINUTES 27 SECONDS EAST, 38.70 FEET; THENCE SOUTH 77 DEGREES 22
 MINUTES 18 SECONDS EAST, 42.26 FEET; THENCE SOUTH 50 DEGREES 38
 MINUTES 33 SECONDS EAST, 35.86 FEET; THENCE SOUTH 20 DEGREES 02
 MINUTES 40 SECONDS EAST, 19.58 FEET; THENCE SOUTH 38 DEGREES 27
 MINUTES 55 SECONDS EAST, 58.29 FEET; THENCE NORTH 83 DEGREES 22
 MINUTES 19 SECONDS EAST, 22.34 FEET; THENCE NORTH 59 DEGREES 51
 MINUTES 49 SECONDS EAST, 108.72 FEET; THENCE NORTH 30 DEGREES 54
 MINUTES 16 SECONDS WEST, 213.04 FEET; THENCE NORTH 17 DEGREES 01
 MINUTES 28 SECONDS WEST, 47.54 FEET; THENCE NORTH 09 DEGREES 43
 MINUTES 10 SECONDS EAST, 95.09 FEET; THENCE NORTH 36 DEGREES 27
 MINUTES 47 SECONDS EAST, 95.12 FEET; THENCE NORTH 63 DEGREES 13
 MINUTES 22 SECONDS EAST, 95.14 FEET; THENCE NORTH 89 DEGREES 58
 MINUTES 57 SECONDS EAST, 95.12 FEET; THENCE SOUTH 63 DEGREES 16
 MINUTES 26 SECONDS EAST, 37.54 FEET TO A POINT ON THE NORTH AND
 SOUTH $\frac{1}{4}$ LINE OF SECTION 16; THENCE ALONG SAID NORTH AND SOUTH $\frac{1}{4}$
 LINE, NORTH 00 DEGREES 18 MINUTES 51 SECONDS EAST, 682.75 FEET TO
 THE CENTER POST OF SAID SECTION 16, T.1N., R.7E., SAID POINT ALSO
 BEING THE SOUTHWEST CORNER OF THE "AMENDED PLAT OF LYON COMMONS"
 AS RECORDED IN LIBER 226, PAGE 5 OF PLATS, OAKLAND COUNTY RECORDS;
 THENCE ALONG THE SOUTH LINE OF SAID "AMENDED PLAT OF LYON
 COMMONS," SOUTH 89 DEGREES 55 MINUTES 48 SECONDS EAST, 815.70
 FEET; THENCE SOUTH 05 DEGREES 47 MINUTES 18 SECONDS EAST, 286.72
 FEET; THENCE NORTH 72 DEGREES 27 MINUTES 53 SECONDS WEST, 245.13
 FEET; THENCE SOUTH 36 DEGREES 03 MINUTES 10 SECONDS WEST, 142.32
 FEET; THENCE SOUTH 40 DEGREES 42 MINUTES 20 SECONDS EAST, 185.49
 FEET TO A POINT ON THE CENTERLINE OF THE NOVI-LYON DRAIN; THENCE
 ALONG SAID CENTERLINE SOUTH 41 DEGREES 48 MINUTES 09 SECONDS EAST,
 348.59 FEET; THENCE SOUTH 52 DEGREES 45 MINUTES 28 SECONDS EAST,
 197.05 FEET; THENCE SOUTH 60 DEGREES 22 MINUTES 04 SECONDS EAST,
 64.54 FEET; THENCE SOUTH 70 DEGREES 48 MINUTES 03 SECONDS EAST,
 66.90 FEET; THENCE SOUTH 12 DEGREES 23 MINUTES 20 SECONDS WEST,

161.92 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT ("C3"), RADIUS OF 625.00 FEET, CENTRAL ANGLE 12 DEGREES 22 MINUTES 33 SECONDS (THE CHORD OF SAID CURVE BEARS SOUTH 83 DEGREES 47 MINUTES 46 SECONDS EAST, 134.74 FEET), AND HAVING AN ARC DISTANCE OF 135.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST, 60.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT ("C4"), RADIUS OF 685.00 FEET, CENTRAL ANGLE OF 12 DEGREES 38 MINUTES 57 SECONDS (THE CHORD OF SAID CURVE BEARS NORTH 83 DEGREES 39 MINUTES 44 SECONDS WEST, 150.92 FEET), AND HAVING AN ARC DISTANCE OF 151.23 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST, 222.68 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 24 SECONDS WEST, 132.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST, 326.74 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 46 SECONDS WEST, 880.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST 619.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT ("C5"), RADIUS OF 309.00 FEET, CENTRAL ANGLE OF 64 DEGREES 34 MINUTES 33 SECONDS (THE CHORD OF SAID CURVE BEARS SOUTH 31 DEGREES 34 MINUTES 00 SECONDS EAST, 330.12 FEET) AND HAVING AND ARC DISTANCE OF 348.26 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 14 SECONDS WEST, 61.47 FEET TO A POINT ON THE NOMINAL CENTERLINE OF ELEVEN MILE ROAD AND THE SOUTH LINE OF SECTION 16; THENCE CONTINUING ALONG SAID NOMINAL CENTERLINE AND SOUTH LINE, NORTH 89 DEGREES 16 MINUTES 45 SECONDS WEST, 280.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING 2,832,879 SQUARE FEET OR 65.04 ACRES OF LAND, MORE OR LESS. ALSO TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR STORM WATER DETENTION, RETENTION AND DRAINAGE. BEING SUBJECT TO THE RIGHTS OF THE PUBLIC AND OR ANY GOVERNMENTAL UNIT IN THAT PART OF ELEVEN MILE ROAD TAKEN, USED, OR DEEDED FOR STREET, ROAD, HIGHWAY OR PUBLIC UTILITY PURPOSES OR FOR THE NOVI-LYON DRAIN. ALSO BEING SUBJECT TO ANY OTHER EASEMENTS RESTRICTIONS OR CONDITIONS OF RECORD.

WHEREAS, the Developer desires, by recording this Master Deed, together with the By-Laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish the real property, together with the improvements located and to be located thereon and the appurtenances thereto, as a building site project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish The Heights at Elkow Farms as a building site project under the Act and does declare that The Heights at Elkow Farms (hereinafter referred to as the "Project") shall, after such establishment, be held, conveyed, mortgaged, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, easements, 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 said real property, their grantees, successors, heirs, personal representatives, and assigns. In furtherance of the establishment of said Project, it is provided as follows:

ARTICLE I

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 in limitation, the Articles of Incorporation and Rules and Regulations of The Heights at Elkow Farms 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 The Heights at Elkow Farms. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

2. "Association" means The Heights at Elkow Farms Association, the non-profit corporation organized under Michigan law of which all owners shall be members, which corporation shall administer, operate, manage, and maintain the Project. 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 Project documents or the laws of the State of Michigan.

3. "Building envelope" means the portion of each unit within which the owner thereof may construct improvements such as a dwelling. No structures may be built outside of the building envelope within each unit as shown on Exhibit "B" attached hereto without the advance written approval of the Association and the Township of Lyon, if applicable.

4. "By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The By-Laws shall also constitute the corporate By-Laws of the Association as provided for under the Michigan Non-Profit Corporation Act.

5. "Common elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

6. "Condominium Subdivision Plan" means Exhibit "B" hereto.

7. "Consolidating Master Deed" means the final amended Master Deed which shall describe The Heights at Elkow Farms as a Project and shall reflect the entire land area added to the Project from time to time under Article IX and all units and common elements therein, and which shall express percentages of value pertinent to each unit as finally readjusted. Such Consolidating Master Deed, when recorded in the Office of the Oakland County Register of Deeds, shall supersede all previously recorded Master Deeds for The Heights at Elkow Farms.

8. "Construction and sales period" means, for the purposes of the Project documents and the rights reserved to the Developer thereunder, the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale or for so long as the Developer is entitled to expand the Project as provided in Article IX hereof, whichever is longer.

9. "Developer" means HITECH BUILDING, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns.

10. "Drainage easement" means that portion, if any, of an individual unit or the general common elements that is subject to an easement for storm water drainage and detention purposes created by this Master Deed pursuant to engineering requirements established by the Township of Lyon, as shown on Exhibit "B" hereto.

11. "First annual meeting" means the initial meeting at which nondeveloper owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting (a) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units which may be created are sold, and (b) must be held within (i) fifty-four (54) months from the date of the first unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first. The maximum number of units that may be added to the Project pursuant to Article IX hereof shall be included in the calculation of the number of units which may be created.

12. "Mortgagee" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage lien on an individual unit in The Heights at Elkow Farms.

13. "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one (1) or more units in the Project, and shall have the same meaning as "co-owner" as defined in the Act. "Owner" shall also include both a land contract vendor and a land contract vendee and they shall have joint and several responsibility for assessments by the Association.

14. "Project" means The Heights at Elkow Farms established in conformity with the provisions of the Act and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Heights at Elkow Farms as described above.

15. "Project documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation and the Rules and Regulations, if any, of the Association.

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

17. "Unit" means a single condominium building site in The Heights at Elkow Farms, as described in Article V hereof and in Exhibit "B" hereto, and shall have the same meaning as "condominium unit" as defined in the Act. No unit shall be divided into more than one (1) building site.

Whenever any reference herein is made to one (1) 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.

ARTICLE II

TITLE OF PROJECT

The Project shall be known as The Heights at Elkow Farms, Oakland County Condominium Subdivision Plan No. 1817. The engineering plans for the Project (including architectural plans for all dwellings and other improvements to be constructed therein) were or will be approved by, and are or will be on file with the Lyon Township Building Department. The Project is established in accordance with the Act.

ARTICLE III

NATURE OF PROJECT

The units contained in the Project, including the number, boundaries, dimensions, and area of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each unit has been created for residential purposes and each unit is capable of individual utilization on account of having its own access to a public right-of-way or a common element of the Project. Each owner in the Project shall have an exclusive right to his unit and

shall have undivided and inseparable rights to share with other owners the common elements of the Project as are designated by this Master Deed.

ARTICLE IV

COMMON ELEMENTS

The common elements of the Project described in Exhibit "B" attached hereto and the respective responsibilities for the maintenance, repair or replacement thereof are as follows:

1. The general common elements are:

a. The land described in page one hereof (other than that portion thereof described in Article V below and in Exhibit "B" hereto as constituting the individual building sites), including open space, pedestrian and bike paths, storm water detention areas and improvements not located within the boundaries of a unit. Those structures and improvements that now or hereafter are located within the boundaries of a unit shall be owned in their entirety by the owner of the unit in which they are located and shall not, unless otherwise expressly provided in the Project documents, constitute common elements.

b. The electrical wiring network throughout the Project, including street lights, if any, up to the point of lateral connection for unit service.

c. The natural gas line network throughout the Project up to the point of lateral connection for unit service.

d. The telephone, television and telecommunication wiring networks throughout the Project up to the point of lateral connection for unit service.

e. The water distribution system, sanitary sewer system and storm water drainage and detention easement system throughout the Project up to the point of lateral connection for unit service.

f. Easements for all of the aforementioned utility systems that are provided by or for the benefit of third parties are hereby dedicated to them for that purpose in the locations as set forth in Exhibit "B" hereto.

g. Such other elements of the Project not herein designated as general common elements which are not located within the perimeter of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines (including mains and service leads) and equipment described in Article IV, paragraphs 1b, c, d, and e may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

2. Limited common elements shall be subject to the exclusive use and enjoyment of the owner of the unit or units to which such limited common elements are appurtenant. All utilities servicing a unit up to the point of lateral connection with a general common element shall be limited common elements. No additional limited common elements have been designated as such in this Master Deed because there are no additional limited common elements in this phase of the Project and it is not anticipated that any additional limited common elements will be constructed by the Developer anywhere within the Project as it hereafter may be expanded pursuant to Article IX hereof, although the Developer may create limited common elements as provided in such Article. If any additional limited common elements are included in the Project at any time hereafter, they shall be shown on amendments to the Condominium Subdivision Plan.

3. The respective responsibilities for the maintenance, repair and replacement of the common elements are as follows:

a. Association Responsibilities. The costs of maintenance, repair and replacement of all general common elements in the Project shall be borne by the Association, including the open space, pedestrian and bike paths, storm water drainage easement courses and detention areas and landscaping installed by the Developer that may be located within the public right-of-way, such as the Cornell Drive boulevard islands and the cul-de-sac islands as shown on Exhibit "B" attached hereto, subject to any provision of the Project documents expressly to the contrary, including the proposed public streets until such time as they have been accepted for maintenance by the Oakland County Road Commission. Routine maintenance of the storm water facilities must be completed within thirty (30) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the appropriate governmental authority. Should the Association fail to act within this time frame, the appropriate governmental authority may perform the needed maintenance and assess the costs against the Association or the individual unit owners.

b. Owner Responsibilities. The owners individually shall be responsible for all maintenance, repair and replacement that (1) is expressly assigned to them by any provision of the Project documents, or (2) is not expressly assigned to the Association by any provision of the Project documents; but none of the owners

shall be responsible individually for maintenance, repair or replacement of any general common elements except as specifically provided in Article VI, Section 14 of the By-Laws. In the event an owner fails to maintain, repair or replace any items for which he is responsible, the Association (and/or the Developer during the construction and sales period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, repair or replace any of such improvements made within a unit, all at the expense of the owner of the unit. 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 owner, shall be assessed against such owner and shall be due and payable within thirty (30) days; further, the lien for nonpayment 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 Project 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.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Each unit of the Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Heights at Elkow Farms, as a separate building site as surveyed by David P. Smith & Associates, Inc., a Michigan corporation, and attached hereto as Exhibit "B." Each unit shall consist of the space contained within the unit building site boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. The percentage of value assigned to all units shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the Project and concluding that there are no material differences among the units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each owner's respective share of the common elements of the Project, the proportionate share of each respective owner in the proceeds and the expenses of administration and the value of such owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

3. Owners of adjacent units may combine them into one (1) unit in accordance with Section 48 of the Act, subject to the approval of the Developer and the Township of Lyon. Once combined, said units shall be assessed as a single unit within the Project. The Association shall be responsible for the preparation and recording of any necessary amendment to the Master Deed and the owner or owners making any such change shall reimburse the Association for all expenses it incurs.

ARTICLE VI

RIGHTS OF MORTGAGEES

Notwithstanding any other provision in this Master Deed or the By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holders of first mortgages on at least two-thirds (2/3) of the units of record:

1. A first mortgagee, at its request, is entitled to written notification from the Association of any default by the owner of such unit in the performance of such owner's obligations under the Project documents which is not cured within sixty (60) days.

2. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Project documents and shall be free to sell or lease such unit without regard to any such provision.

3. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

4. Notwithstanding any provision of the condominium documents to the contrary, first mortgagees are entitled to vote on amendments to the condominium documents only under the circumstances listed in Section 90a of the Act; provided, however, if there is now or hereafter provision for addition to or expansion of the Project, then a change in the pro rata interest or obligations of any individual unit for (a) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each unit in the common elements will be permitted provided that the provision pursuant to which the Project is subject for addition or expansion complies with the following limitations:

a. owners have a minimum percentage undivided interest in the common elements, and a corresponding maximum interest subject to diminution to no less than such minimum;

b. the conditions on which any change in such percentage of undivided interest in common elements may take place are fully described in the Master Deed, together with a description of the real property which will become subject to the Project if such alternative percentage interest becomes effective; and

c. no change in the percentage interest in the common elements may be effected pursuant to such provision later than the time period set forth in Section 67(3) of the Act.

5. Each first mortgagee has the right to examine the books and records of the Association.

6. No owner, or any other party, shall have priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

7. Any agreement for professional management of the Project regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' written notice at any time thereafter without cause or payment of a termination fee.

8. Notwithstanding anything provided hereinabove to the contrary, in the event of a vote for an amendment to the project documents, any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

ARTICLE VII

DAMAGE TO PROJECT

In the event the Project is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A."

ARTICLE VIII

EASEMENTS

There shall be easements to, through and over the entire Project, including all of the land, for the continuing maintenance and repair of

all utilities in the Project. In the event any improvements located on one (1) unit encroach upon a common element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance, repair and replacement thereof following damage or destruction. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Project for utility, roadway or safety purposes.

ARTICLE IX

EXPANSION OF PROJECT

The Project established pursuant to the initial Master Deed of The Heights at Elkow Farms and consisting of eighty-five (85) units is intended to be the first stage of a multi-stage Project to expand and contain in its entirety two hundred eight (208) units. The Developer owns or is interested in certain additional land in the Township of Lyon, Oakland County, Michigan, described as follows:

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16, T.1N., R.7E., LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 POST OF SECTION 16, T.1N., R.7E., THENCE PROCEEDING ALONG THE SOUTH LINE OF SECTION 16 AND THE NOMINAL CENTERLINE OF ELEVEN MILE ROAD, SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 457.60 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 42 SECONDS EAST, 341.40 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 131.83 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE PROCEEDING SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 488.17 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 42 SECONDS WEST, 341.40 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 16 AND THE NOMINAL CENTERLINE OF ELEVEN MILE ROAD; THENCE ALONG SAID CENTERLINE, SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 894.92 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 02 SECONDS WEST, 2627.49 FEET TO A POINT ON THE EAST AND WEST 1/4 LINE; THENCE ALONG SAID EAST AND WEST 1/4 LINE, SOUTH 89 DEGREES 53 MINUTES 57 SECONDS EAST, 1961.59 FEET TO THE CENTER POST OF SAID SECTION 16, T.1N., R.7E., SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE "AMENDED PLAT OF LYON COMMONS" AS RECORDED IN LIBER 226, PAGE 5 OF PLATS, OAKLAND COUNTY RECORDS; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE, SOUTH 00 DEGREES 18 MINUTES 51 SECONDS WEST, 682.75 FEET; THENCE NORTH 63 DEGREES 16 MINUTES 26 SECONDS WEST, 37.54 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 57 SECONDS WEST, 95.12 FEET; THENCE SOUTH 63 DEGREES 13 MINUTES 22 SECONDS EAST, 95.14 FEET; THENCE SOUTH 36 DEGREES 27 MINUTES 47 SECONDS WEST, 95.12 FEET; THENCE SOUTH 09 DEGREES 43 MINUTES 10 SECONDS WEST, 95.09 FEET; THENCE SOUTH 17 DEGREES 01 MINUTES 28 SECONDS EAST, 47.54 FEET; THENCE SOUTH 30 DEGREES 54 MINUTES 16 SECONDS EAST, 213.04 FEET; THENCE SOUTH 59 DEGREES 51 MINUTES 49 SECONDS WEST, 108.72 FEET; THENCE SOUTH 83 DEGREES 22 MINUTES 19

SECONDS WEST, 22.34 FEET; THENCE NORTH 38 DEGREES 27 MINUTES 55
 SECONDS WEST, 58.29 FEET; THENCE NORTH 20 DEGREES 02 MINUTES 40
 SECONDS WEST, 19.58 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 33
 SECONDS WEST, 35.86 FEET; THENCE NORTH 77 DEGREES 22 MINUTES 18
 SECONDS WEST, 42.26 FEET; THENCE NORTH 61 DEGREES 42 MINUTES 27
 SECONDS WEST, 38.70 FEET; THENCE SOUTH 39 DEGREES 38 MINUTES 06
 SECONDS WEST, 186.21 FEET; THENCE ALONG THE ARC OF A CURVE TO THE
 LEFT ("C2"), RADIUS OF 320.00 FEET, CENTRAL ANGLE OF 07 DEGREES 36
 MINUTES 09 SECONDS (THE CHORD OF SAID CURVE BEARS SOUTH 54 DEGREES
 09 MINUTES 59 SECONDS EAST, 42.43 FEET) AND HAVING AN ARC DISTANCE
 OF 42.46 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST,
 138.33 FEET; THENCE NORTH 60 DEGREES 57 MINUTES 43 SECONDS WEST,
 29.98 FEET; THENCE NORTH 68 DEGREES 35 MINUTES 59 SECONDS WEST,
 68.15 FEET; THENCE NORTH 81 DEGREES 19 MINUTES 14 SECONDS WEST,
 119.83 FEET; THENCE NORTH 84 DEGREES 11 MINUTES 52 SECONDS WEST,
 124.47 FEET; THENCE SOUTH 72 DEGREES 55 MINUTES 20 SECONDS WEST,
 107.37 FEET; THENCE SOUTH 44 DEGREES 38 MINUTES 55 SECONDS WEST,
 100.75 FEET; THENCE SOUTH 16 DEGREES 22 MINUTES 30 SECONDS WEST,
 100.75 FEET; THENCE SOUTH 11 DEGREES 53 MINUTES 56 SECONDS EAST,
 100.75 FEET; THENCE SOUTH 40 DEGREES 10 MINUTES 21 SECONDS EAST,
 100.75 FEET; THENCE SOUTH 68 DEGREES 26 MINUTES 46 SECONDS EAST,
 88.80 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 35 SECONDS EAST,
 74.27 FEET; THENCE NORTH 65 DEGREES 07 MINUTES 28 SECONDS EAST,
 41.55 FEET; THENCE SOUTH 72 DEGREES 33 MINUTES 36 SECONDS EAST,
 57.33 FEET; THENCE SOUTH 17 DEGREES 26 MINUTES 24 SECONDS WEST,
 13.37 FEET; THENCE SOUTH 09 DEGREES 23 MINUTES 23 SECONDS WEST,
 58.66 FEET; THENCE SOUTH 05 DEGREES 03 MINUTES 08 SECONDS EAST,
 138.54 FEET; THENCE NORTH 82 DEGREES 00 MINUTES 53 SECONDS EAST,
 36.61 FEET; THENCE SOUTH 20 DEGREES 59 MINUTES 18 SECONDS EAST,
 200.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT ("C1"),
 RADIUS OF 360.00 FEET, CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 32
 SECONDS (THE CHORD OF SAID CURVE BEARS NORTH 67 DEGREES 26 MINUTES
 27 SECONDS EAST, 19.74 FEET) AND HAVING AN ARC DISTANCE OF 19.74
 FEET; THENCE SOUTH 24 DEGREES 07 MINUTES 49 SECONDS EAST 143.28
 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 30 SECONDS EAST, 89.25
 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 42 SECONDS EAST, 131.83
 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.
 CONTAINING 3,760,331 SQUARE FEET OR 86.33 ACRES OF LAND, MORE OR
 LESS. ALSO TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR STORM
 WATER DETENTION, RETENTION AND DRAINAGE. BEING SUBJECT TO THE
 RIGHTS OF THE PUBLIC AND OR ANY GOVERNMENTAL UNIT IN THAT PART OF
 ELEVEN MILE ROAD TAKEN, USED, OR DEEDED FOR STREET, ROAD, HIGHWAY
 OR PUBLIC UTILITY PURPOSES OR FOR THE NOVI-LYON DRAIN. ALSO BEING
 SUBJECT TO ANY OTHER EASEMENTS RESTRICTIONS OR CONDITIONS OF
 RECORD.

which additional land is proximate to the property herein submitted to
 this Master Deed. Therefore, any other provisions of this Master Deed
 notwithstanding, the number of units in the Project may, at the option
 of the Developer or its successors or assigns, from time to time,

within a period ending no later than six (6) years after the recording of the initial Master Deed, and thereafter with the written consent of fifty percent (50%), or more in number of the owners, be expanded and increased up to a total of two hundred eight (208) units by the addition to the Project, by amendment to the Master Deed, of any portion of the land area referred to in Article IX hereof and the construction of units thereon. There is no restriction on the Developer as to the order in which portions of said land may be added to the Project or obligation to construct improvements thereon in any specific locations. The location, nature, appearance, and size of the units and other improvements to be constructed within the area of expansion shall be determined by the Developer in its sole discretion, subject only to approval by the Township of Lyon, but all such units and improvements shall be reasonably compatible with the existing units and improvements in the Project, as determined in the sole discretion of the Developer. Such increase in size of this Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be 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 Project. Percentages of value may be rounded off to preserve a constant Project value of one hundred percent (100%). Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the additional section or sections being added to the Project by such amendment. In connection with any such amendment(s), the Developer shall have the right to change the nature of any common element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this paragraph, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of expansion, and to provide access to any unit that is located on or planned for the area of expansion from the roadways located in the Project. All of the owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing units which the Developer or its successors or assigns determine necessary in conjunction with such amendment or amendments. All such persons irrevocably appoint the Developer or its successors or assigns as agent and attorney for the purpose of the execution of such amendment or amendments to the Master

Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate the Developer to enlarge the Project beyond the section established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of said future development as a separate residential building site project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein.

Notwithstanding the above, if the Developer has not completed development and construction of units or improvements in the condominium project, that are identified as "need not be built," during a period ending ten (10) years after the date of commencement of construction by the Developer of the project, the Developer, its successors, or assigns have the right to withdraw from the project all undeveloped portions of the project not identified as "must be built" without the prior consent of any owners, mortgagees of units in the project, or any other party having an interest in the project. If the Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of units or common elements in the condominium project, then the time period is six (6) years after the date the Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the project withdrawn shall also automatically be granted easements for utility and access purposes through the condominium project for the benefit of the undeveloped portions of the project. If the Developer does not withdraw the undeveloped portions of the project from the project before expiration of the time periods, those undeveloped lands shall remain part of the project as general common elements and all rights to construct units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer units existing, an owner or the Association may bring an action to require revisions to the percentages of value under Section 95 of the Act

ARTICLE X

RESERVATION OF ACCESS EASEMENTS

The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, and pedestrian pathways, if applicable, and walkways in the Project for the purpose of ingress and egress to and from all or any portion of the

parcel described in Article IX or any portion or portions thereof, and any other land contiguous to The Heights at Elkow Farms.

ARTICLE XI

RESERVATION OF UTILITY EASEMENTS

The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article IX or any portion or portions thereof and any other land contiguous to The Heights at Elkow Farms or to said land described in Article IX which may be now owned or hereafter acquired by the Developer, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the land described in page one of the Master Deed; provided, however, that the effect of such tap-in, tie-in, extension, and enlargement privileges shall not unduly burden the existing utility lines as determined by the appropriate governmental authorities. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargement.

ARTICLE XII

FUTURE ACCESS AND UTILITY EASEMENTS

The Developer further reserves the right at any time to grant access easements for proposed public roads within the Project and easements for utilities over, under and across the general common elements of the Project to appropriate governmental agencies or public utility companies and to transfer title for proposed public roads and utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any owner, mortgagee or other person and shall be evidenced by a grant of easement, deed or an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Oakland County Records. All of the owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

ARTICLE XIII

FUTURE EASEMENTS, LICENSES AND RIGHTS-OF-WAY

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 general common elements of the Project for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Project or for the benefit of any other land described in Article IX hereof; subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Project documents may be modified nor may any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

ARTICLE XIV

ACCESS EASEMENTS

The Developer, the Association and all public or private utilities shall have such easements over, under, across, and through the Project, including all units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair or replacement which they or any of them are required or permitted to perform under the Project documents or by law. These easements include, without limitation, the right of the Association to obtain access to the unit during reasonable hours.

ARTICLE XV

MICHIGAN RIGHT TO FARM ACT

Owners in The Heights at Elkow Farms are hereby notified that the Project is located in an agricultural area of the Township of Lyon, and that it is adjacent to farm operations that are protected by the Michigan Right to Farm Act, which is Act 93 of the Public Acts of 1981, as amended. It is the desire of the Developer to avoid having owners who move into the Project complain of the existence of said farm operations at a future date. The Michigan Right to Farm Act provides as follows:

1. As used in the Michigan Right to Farm Act:

a. "Farm" means the land, buildings, and machinery used in the commercial production of farm products.

b. "Farm operation" means a condition or activity which occurs on a farm in connection with the commercial production of farm products, and includes, but is not limited to, marketed produce at roadside stands or farm markets; noise; odors; dust; fumes; operation of machinery and irrigation pumps; ground and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.

c. "Farm product" means those plants and animals useful to human beings and includes, but is not limited to, forages and sod crops, grains and feed crops, dairy and dairy products, poultry and poultry products, livestock, including breeding and grazing, fruits, vegetables, flowers, seeds, grasses, trees, fish, apiaries, equine and other similar products, or any other product which incorporates the use of food, feed, fiber, or fur.

d. "Generally accepted agricultural and management practices" means those practices as defined by the commission of agriculture. The commission shall give due consideration to available Michigan Department of Agriculture information and written recommendations from the Michigan State University college of agriculture and natural resources cooperative extension service and the agricultural experiment station in cooperation with the United States department of agriculture soil and conservation service and the agricultural stabilization and conservation service, the department of natural resources and other professional and industry organizations.

e. "Person" means an individual, corporation, partnership, association, or other legal entity.

2.

a. A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation alleged to be a nuisance conforms to generally accepted agricultural and management practices according to policy as determined by the state agriculture commission. Generally accepted agricultural and management practices shall be reviewed annually by the state agriculture commission and revised as considered necessary.

b. A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation existed before a change in the land use or occupancy of land within one (1) mile of the boundaries of the farm land, and if before that change in land use or occupancy of land, the farm or farm operation would not have been a nuisance.

ARTICLE XVI

OWNER RESPONSIBILITY FOR SPECIAL ASSESSMENT FOR PUBLIC DRAIN, PATHWAY, ROAD, SEWER, AND WATER IMPROVEMENTS

1. The Developer has been advised by the Township of Lyon that at some time in the future it will levy special assessments pursuant to applicable laws, ordinances, codes, rules and regulations against the real property described on page 1 of this Master Deed and the real property described in Article IX herein, which either comprises the

Project or the area of future expansion, including each Unit, as well as other adjacent property described in the Planned Development Agreement for the Elkow Farms Planned Development, for the purpose of bringing public drains, pathways, roads, sewer, and water to the Project and the Units therein and neighboring properties.

2. Each Unit, and accordingly, each owner of a Unit, shall be obligated to pay an equal portion of the applicable special assessment allocable to the Project, the amount of which will be based on and determined as a prorata share of the real property in the special assessment district as required by applicable laws, ordinances, codes, rules and regulations.

3. Upon acquisition of title to a Unit, each and every owner hereby irrevocably approves the levy of said special assessment, as long as the special assessment is levied proportionately for all property subject thereto, pursuant to the applicable laws, ordinances, codes, rules and regulations. This irrevocable approval of a future lawful assessment shall be a binding covenant running with the land and shall not terminate or extinguish for a period of twenty (20) years from and after the date of the Planned Development Agreement entered into between the Developer, the Township of Lyon and others.

4. The Township of Lyon has advised the Developer that said special assessment will reflect that the improvements bringing public drains, pathways, roads, sewer, and water to the Project and the Units therein will be constructed in compliance with all relevant ordinances, codes, rules, regulations, standards and/or permits as required by the Michigan Department of Environmental Quality and the County of Oakland, and that it may include related costs and expenses of design, engineering, inspection fees (including the then applicable fees of the Michigan Department of Environmental Quality and the County of Oakland), costs of materials, construction, administrative costs, bond issuance costs, capitalized interest costs, and contingencies, including a reasonable allowance for inflation, and those other costs properly reimbursable under the applicable law. The special assessment roll is to bear interest at the rate of one percent (1.0%) over the rate at which the bonds will sell.

ARTICLE XVII

THE HEIGHTS AT ELKOW FARMS DRAINAGE DISTRICT

All owners in the Project take title to their individual units subject to a perpetual and permanent easement hereby granted in favor of the Oakland County Drain Commissioner, The Heights at Elkow Farms Drainage District (collectively referred to as "Grantee"), and Grantee's successors, assigns, and transferees, in, over, under and through the property described on Exhibit "B" hereto, with said easement set forth thereon, which easement may not be amended or

revoked, except with the written approval of Grantee, and which easement contains the following terms and conditions, with the Developer granting the following rights:

1. The easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening, and performing any associated construction activities and grading in connection with any type of drainage facilities, or storm drains, in any size, form, shape, or capacity.

2. The Grantee shall have the right to sell, assign, transfer, or convey this easement to any other governmental unit for the purposes identified in subsection 1, above.

3. No unit owner in the Project shall build or convey to others any permission to build any permanent structures on said easement.

4. No unit owner in the Project shall build or place on the area covered by the easement any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under said easement.

5. The Grantee and its agents, contractors and designated representatives shall have the right of entry on, and to gain access to, the easement property.

6. All unit owners in the Project shall release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incidental to the construction and maintenance of a storm drain or sewer, or otherwise arising from or incidental to the exercise by Grantee of its rights under said easement, and all unit owners covenant not to sue Grantee for any such damages.

ARTICLE XVIII

AMENDMENT OR TERMINATION

Except as provided in preceding paragraphs as set forth above, the Project shall not be terminated or any of the provisions of this Master Deed or Exhibits attached hereto amended unless done in compliance with the following provisions:

1. The Project documents may be amended without the consent of owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of an owner or mortgagee. The Developer, for itself and for the Association (acting through a majority of its Board of Directors), hereby expressly reserves the

right to amend the Project documents for such a purpose. Amendments which do not materially alter or change the rights of an owner or materially impair the security of a mortgagee, as defined in Section 90a of the Act, include, but are not limited to, amendments modifying the types and sizes of unsold units and their appurtenant common elements, correcting survey or other errors made in the Project documents, changes required by the Township of Lyon or any other public authority having jurisdiction over the Project, changes deemed necessary to comply with or include provisions permitted by the Act, or for the purpose of facilitating mortgage loan financing for existing or prospective owners and to enable the purchase or insurance of such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages.

2. If there is no owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

3. If there is an owner other than the Developer, then the Project shall be terminated only by the agreement of the Developer, eighty percent (80%) of the unaffiliated owners of units to which all of the votes in the Association appertain and the mortgagees of two-thirds (2/3) of the first mortgages covering the units. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the termination.

4. Agreement of the required majority of owners and mortgagees to the termination of the Project shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

5. Upon recordation of an instrument terminating a Project, the property constituting the Project shall be owned by the owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the unit.

6. Upon recordation of an instrument terminating a Project, any rights the owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Project documents and the Act.

7. The Project documents may be amended for a proper purpose, other than as set forth in this Article, even if the amendment will materially alter or change the rights of the owners, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned), but only as is required in accordance with Section 90a of the Act, and owners of the individual units. An owner's unit dimensions or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his consent and that of his mortgagee. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of owners is considered two-thirds (2/3) of all owners entitled to vote as of the record date for such votes.

8. The Project documents may not be amended, so as to affect the site plan for the Project approved by the Township of Lyon, without the advance written approval of the Township of Lyon, and no provision in the Project documents which specifically applies to or grants rights to the Township of Lyon may be released, changed, modified, or amended without the advance written approval of the Township of Lyon.

9. The rights granted to the Oakland County Drain Commissioner, The Heights at Elkow Farms Drainage District and their successors and assigns, under Article XVII shall not be amended without their express written consent. Any purported amendment or modification of the rights granted under Article XVII shall be void and without legal effect unless agreed to in writing by the Oakland County Drain Commissioner, The Heights at Elkow Farms Drainage District, or their successors and assigns.

10. A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment to the Project documents except for amendments based upon a vote of a prescribed majority of owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

11. A Master Deed amendment, including the Consolidating Master Deed, dealing with the addition, withdrawal or modification of units or other physical characteristics of the Project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the Project.

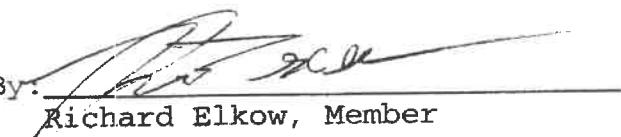
12. During the construction and sales period, and for so long as there remains any possibility of the development of units on the land described in Article IX, this Master Deed, and all Exhibits attached hereto, shall not be amended without the written consent of the Developer.

ARTICLE XIX

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Project 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 Oakland County Register of Deeds.

HITECH BUILDING, L.L.C., Developer

By: 
Richard Elkow, Member

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing document was acknowledged before me this 18th day of November, 2005, by Richard Elkow, Member, on behalf of Hitech Building, L.L.C., a Michigan limited liability company, by authority of its Operating Agreement.

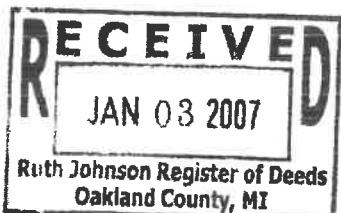


Karl R. Frankena, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My commission expires: 6/9/07

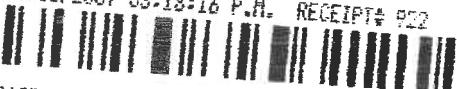
This document was prepared by
and when recorded return to:
Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

H:\KRF\HEIGHTS AT ELKOW FARMS\MASTER DEED-9.WPD

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LIBER 38583 PAGE 93
\$22.00 MISC RECORDING
\$4.00 REMONUMENTATION
01/03/2007 03:18:16 P.M. RECEIPT# P22



PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**FIRST AMENDMENT TO MASTER DEED
OF THE HEIGHTS AT ELKOW FARMS**

HITECH BUILDING, L.L.C., a Michigan Limited liability company, of 2683 Lakeridge Avenue, Wixom, Michigan 48393, being the Developer of The Heights at Elkow Farms, a site condominium project established in pursuance of the provisions of the Michigan Condominium Act, as amended (being Act 59 of the Public Acts of 1978, as amended), and of the Master Deed thereof, as recorded on November 28, 2005, in Liber 36670, Page 188, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 1817, hereby amends said Master Deed, and the By-Laws attached thereto as Exhibit A, pursuant to the authority reserved in Article XVIII of said Master Deed and Article XVI of said By-Laws, for the purpose of requirements of the Oakland County Road Commission and the Township of Lyon. Said Master Deed and By-Laws are amended in the following manner:

1. Subparagraph 3.a. of Article IV of said Master Deed shall be amended and henceforth shall read as follows:

ARTICLE IV

COMMON ELEMENTS

3. The respective responsibilities for the maintenance, repair and replacement of the common elements are as follows:

a. Association Responsibilities. The costs of maintenance, repair and replacement of all general common elements in the Project shall be borne by the Association, including the open space, pedestrian and bike paths, storm water drainage easement courses and detention areas and landscaping installed by the Developer that may be located within the public right-of-way, such as the Cornell Drive boulevard islands and the cul-de-sac islands as shown on Exhibit "B" attached hereto, subject to any provision of the Project documents expressly to the contrary, including the proposed public streets until such time as they have been accepted for maintenance by the Oakland County Road Commission. Routine maintenance of the storm water facilities must be completed within thirty (30) days of receipt of written notification that action is required, unless other

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O.K.-A.N.

acceptable arrangements are made with the appropriate governmental authority. Should the Association fail to act within this time frame, the appropriate governmental authority may perform the needed maintenance and assess the costs against the Association or the individual unit owners. The cost of maintenance, repair and replacement of the retention basin and storm drainage system (including, without limitation, all lakes, drainage areas, and dams) shall be borne by the Association. In the event the Association fails to provide adequate maintenance, repair, or replacement of the storm drainage system, the Township of Lyon may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies be cured within a reasonable time period. If such deficiencies are not cured, the Township of Lyon may undertake such maintenance, repair or replacement and the costs associated, plus a twenty-five percent (25%) administration fee, may be assessed against the owners and collected as a special assessment on the next annual Township of Lyon tax roll.

2. Article XII of said Master Deed shall be amended and henceforth shall read as follows:

ARTICLE XII

FUTURE ACCESS AND UTILITY EASEMENTS

The Developer intends to, and, by recordation of this Master Deed, reserves the right and power at any time up until two (2) years following the end of the construction and sales period to dedicate all the roads in the Project to public use, and all persons acquiring any interest in the Project, including without limitation, all owners and mortgagees, shall be deemed irrevocably to have appointed the Developer, its successors and assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all owners and their mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for residences on one hundred percent (100%) of the units in the Project, the foregoing rights and powers may be exercised by the Association.

The Developer further reserves the right at any time up until two (2) years following the end of the construction and sales period to grant easements for utilities over, under and across the general common elements of the Project premises to appropriate governmental agencies or public utility companies and to transfer title for utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any owner, mortgagee or other person and shall be evidenced by a grant of easement or an appropriate amendment to this Master Deed and to Exhibit "B" hereto,

recorded in the Oakland County Records. All of the owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

3. Article XIII of said Master Deed shall be amended and henceforth shall read as follows:

ARTICLE XIII

FUTURE EASEMENTS, LICENSES AND RIGHTS-OF-WAY

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, rights-of-way, and dedication of public roadways over, under and across the general common elements of the Project for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Project or for the benefit of any other land described in Article IX hereof; subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Project documents may be modified nor may any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

1. Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all owners, the Board of Directors shall be vested with the power and authority to sign petitions requesting the establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Project. In the event that a special assessment road improvement project is established pursuant to applicable Michigan statutes, the collective costs assessable to the Project as a whole shall be born equally by all owners.

2. The Board of Directors may dedicate or may grant easements over or through any portion of any general common elements of the Project for public highway purposes; and alternatively, during and within two (2) years of the end of the construction and sales period of the Project, the Developer may grant such easements or execute dedications of public roadway over any general common elements.

4. Section 2.c. of Article II of said By-Laws is hereby adopted and henceforth shall read as follows:

ARTICLE II

Section 2.

c. Special Assessments for Roadway Purposes. At some time subsequent to the initial development, the Board of Directors may determine that it is necessary to pave or improve some or all of the roads within or adjacent to the Project. The improvement may be financed, in whole or in part, by the creation of a special assessment district, or districts, which may include The Heights of Elkow Farms. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser of a unit shall constitute the agreement by such owner or purchaser, his/her heirs, personal representatives, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than fifty-one percent (51%) of all owners. No consent of mortgagees shall be required for approval of said public road improvement. All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of Act 59, Public Acts of 1978, as amended, (MCL 559.231) or such other statutes as may be applicable.

5. Section 7 of Article VI of said By-Laws shall be amended and henceforth shall read as follows:

ARTICLE VI

BUILDING AND USE RESTRICTIONS

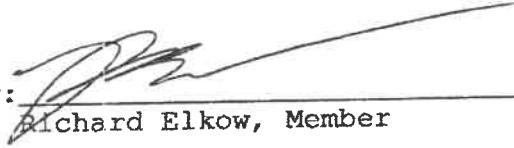
Section 7. Building Materials. Exterior building materials may be vinyl, stone, brick, wood, or any other material blending with the architecture and natural landscape which is approved by Developer. No aluminum siding, T-1-11 or brick laminate shall be permitted to be used on the exterior of any dwelling in the Project. Brick, stone or other approved masonry materials shall make up a minimum of fifty percent (50%) of the front elevation of each dwelling and shall be placed at a minimum height of eighteen (18) inches above final grade on any side or rear elevation unless said owner demonstrates to the satisfaction of Developer

or the Association that a reduction in the minimum height or quantities described in this section shall not adversely affect the quality of the Project or lessen the value of the homes surrounding the home to be constructed by the owner on such unit.

In all other respects, other than as hereinbefore indicated, the original Master Deed of The Heights at Elkow Farms, a site condominium, including all Exhibits attached thereto, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: January 3rd, 2007.

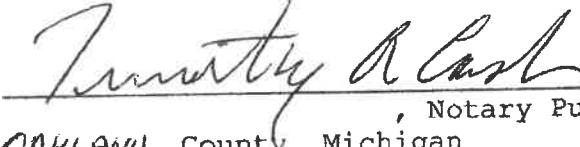
HITECH BUILDING, L.L.C., Developer

By: 
Richard Elkow, Member

STATE OF MICHIGAN, COUNTY OF OAKLAND

The foregoing document was acknowledged before me this 3rd day of January, 2007, by Richard Elkow, Member, on behalf of Hitech Building, L.L.C., a Michigan limited liability company, by authority of its Operating Agreement.

TIMOTHY A. CASH
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 26, 2013
ACTING IN COUNTY OF


Timothy A. Cash, Notary Public
OAKLAND County, Michigan
Acting in Oakland County
My commission expires: 1-26-2013

This document was prepared by
and when recorded return to:
Karl R. Franken
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

Recording fee: \$26.00

Tax code #: _____

EXHIBIT "A"

THE HEIGHTS AT ELKOW FARMS

BY-LAWS

ARTICLE I

ASSOCIATION OF OWNERS

The Heights at Elkow Farms, a residential building site condominium located in the Township of Lyon, Oakland County, Michigan, shall be administered by an association of 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 Project in accordance with the Project documents and the laws of the State of Michigan. These By-Laws shall constitute both the By-Laws referred to in the Master Deed and required by Section 3(8) of the Act and the By-Laws provided for under the Michigan Non-Profit Corporation Act. Each owner shall be entitled to membership, and no other person or entity shall be entitled to membership. The share of an owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Project documents for the Project available at reasonable hours to owners, prospective purchasers and prospective mortgagees of units in the Project. All owners in the 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 Project 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 Project documents and the Act shall be levied by the Association against the units and the 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 Project, including fulfilling drainage responsibilities within individual units, 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 owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the

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

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

a. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the 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 periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Board of Directors should carefully analyze the 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 and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without owner approval. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each owner shall not affect or in any way diminish the liability of any owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Project; (2) to provide replacements of existing common elements; (3) to provide additions to the common elements not exceeding Ten Thousand Dollars (\$10,000.00) annually for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (4) that an emergency exists, then the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

b. Special Assessments. Special assessments, in addition to those required in subparagraph a above, may be made by the Board of Directors from time to time and approved by the owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the common elements of a cost exceeding Ten Thousand Dollars (\$10,000.00) per year for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (2) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph b (but not including those assessments referred to in subparagraph a above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the owners to cover expenses of administration shall be apportioned among and paid by the owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed. Any other unusual common expenses benefiting less than all of the units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Project, or their tenants or invitees, shall be specifically assessed against the unit or units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association. Annual assessments as determined in accordance with Article II, Section 2a above shall be payable in advance by owners in one (1) annual or two (2) equal bi-annual installments, at the sole discretion of the Association, commencing with acceptance of a deed to or a land contract vendee's interest in a unit, or with the acquisition of fee simple title to a unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum, plus such additional interest rate surcharge and late payment charges as the Board of Directors shall approve, until each installment is paid in full. Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent amounts shall not exceed the limit set by usury laws in the State of Michigan. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for chronic late payment of assessments in addition to such interest and late payment charges. Each owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his unit which may be levied while such owner

is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: First, to cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees); second, to any late charges, interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

Section 5. Enforcement.

a. Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments, together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorney's fees (not limited to statutory fees), and other costs, 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 owner in the payment of any installment of the annual assessment levied against his 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 Association paid services to an owner in default upon seven (7) days' written notice to such owner of its intention to do so. An 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, or be elected to or a voting member of the Board of Directors, so long as such default continues; provided, however, this provision shall not operate to deprive any owner of ingress or egress to and from his unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the owner thereof or any persons claiming under him and, if the unit is not occupied, to lease the unit and collect and apply the rental therefrom to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

b. Foreclosure Proceedings. Each 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 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 owner of a unit in the Project acknowledges that, at the time of acquiring title to such unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit. The redemption period for a foreclosure is six (6) months from the date of sale unless the condominium unit is abandoned, in which event the redemption period is one (1) month from the date of sale.

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 owner(s) at his or their last known address, of a written notice that one (1) or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 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, actual attorney's fees (not limited to statutory fees), and future assessments); (4) the legal description of the subject unit(s); and (5) the name(s) of the owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 6. Liability of Mortgagee. Notwithstanding any other provision of the Project documents, the holder of any first mortgage covering any unit in the Project which acquires title to the unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder acquires title to the unit.

Section 7. Developer's Responsibility for Assessments. The Developer of the Project, although a member of the Association, shall not be responsible at any time for payment of the periodic Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the units that it owns, including the dwellings and other improvements located thereon, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time, except that the Developer shall not be responsible for a share of the expenses of professional management of the Project, and except for expenses related to maintenance and use of the units in the Project and of the dwellings and other improvements constructed within or appurtenant to the units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all units owned by the Developer at the time the expense is incurred to the total number of units then in the Project. In no event shall the Developer be responsible for payment of any assessments with regard to the proposed public roads prior to their dedication to the Oakland County Road Commission, or for deferred maintenance, reserves for replacement, for capital improvements, or other special assessments with regard to the general common elements, except with respect to units owned by it on which a completed residential dwelling is located. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claim against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related costs. A "completed residential dwelling" shall mean a dwelling with respect to which a certificate of occupancy has been issued by the Township of Lyon.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. 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 Project owned or possessed in common by the owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. 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.

Section 11. 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. The Association may require the advance payment of a reasonable processing fee for the issuance of such written statement. 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. Under the Act, unpaid assessments constitute a lien upon the unit and the proceeds of the sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 12. Lawsuit Defense Expenses. Any owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Project documents, shall be chargeable for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

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 Project documents, or any disputes, claims or grievances arising among or between the 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. In the absence of an agreement between the parties to use other rules, 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 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 owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 4. Mandatory Arbitration with Developer. The Developer, the Association and the owners (by taking ownership of a unit) acknowledge and agree that to the extent permitted by applicable law (Section 144 of the Act), any claim by an owner which might be the subject of a civil action against the Developer, which involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or more, and arises out of or relates to the Project or a unit, or which involves any claim by the Association against the Developer in excess of Ten Thousand Dollars (\$10,000.00), and arises out of or relates to the common elements of the Project, shall be settled by binding arbitration conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter. The parties 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 property is involved. Judgment upon the award by arbitration may be entered in a circuit court of appropriate jurisdiction.

Section 5. Owner Authorization for Arbitration. The commencement of any arbitration proceedings against the Developer shall require the approval of two-thirds (2/3) in number and in value of all owners. This will ensure that the owners are fully informed regarding the prospects and any likely expenses of any arbitration proposed by the Association.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the general common elements of the Project, carry property coverage for all risks of direct physical loss and liability insurance, fidelity coverage, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the general common elements of the Project, and such insurance shall be carried and administered in accordance with the following provisions:

a. Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association and the 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 owners.

b. Insurance of Common Elements. All general common elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

c. Premium Expenses. All premiums for insurance purchased by the Association pursuant to these By-Laws 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 owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Project shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of all of the institutional holders of first mortgages on units in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each owner, by ownership of a unit in the Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of "all risk" property coverage, vandalism and malicious mischief, liability insurance, fidelity coverage and workmen's compensation insurance, if applicable, pertinent to the Project and the common elements appurtenant thereto, and such insurer as may, from time to time, provide such insurance to the 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 owners and their respective mortgagees, as their interests may appear (subject always to the Project documents), to execute releases of liability, and to execute all documents and to do all things on behalf of such owner and the Project as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibility of Owners. Each owner shall be obligated and responsible for obtaining "all risk" property coverage and vandalism and malicious mischief insurance with respect to his residential dwelling and all other improvements constructed or to be constructed within the perimeter of his unit, and for his personal property located therein or thereon or elsewhere on the Project. All such insurance shall be carried by each owner in an amount equal to the maximum insurable replacement value, excluding foundation and

excavation costs. Each owner also shall be obligated to obtain insurance coverage for his personal liability for his undivided interest as a tenant in common with all other owners in the common elements, for occurrences within the perimeter of his unit or the improvements located thereon, and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

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

Section 5. Indemnification. Each individual owner shall indemnify and hold harmless every other owner, the Developer and the Association for all damages and costs, including actual attorney's fees (not limited to statutory fees), which the other owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual owner's unit. Each owner shall carry insurance to secure the indemnity obligations under this Section 5, if required by the Association, or if required by the Developer during the construction and sales period. This Section 5 is not intended to give any insurer any subrogation right or any other right or claim against any individual owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

a. General Common Elements. If the damaged property is a general common element, the damaged property shall be rebuilt or repaired by the Association unless two-thirds (2/3) of the owners and two-thirds (2/3) of the institutional holders of mortgages on any unit in the Project agree to the contrary, and the Township of Lyon consents to such action.

b. Unit or Improvements Thereon. If the damaged property is a unit or any improvements thereon, the owner of such unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such owner shall be responsible for any reconstruction or repair that he elects to make. The owner shall in any event remove all debris and restore his unit and the improvements thereon to a clean and sightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage, and in

any event, shall remove all debris within three (3) months from the date of loss.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed unless the owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 4. Timely Reconstruction and Repair. If damage to the general common elements adversely affects the appearance of the project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

a. Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the owner of such unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an owner's entire unit is taken by eminent domain, such owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Project.

b. Taking of General Common Elements. If there is any taking of any portion of the general common elements, the condemnation proceeds relative to such taking shall be paid to the owners and their mortgagees in proportion to their respective interest in the common elements, and the affirmative vote of at least two-thirds (2/3) of the owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

c. Continuation of Project After Taking. In the event the Project continues after taking by eminent domain, then the remaining portion of the Project shall be re-surveyed and the Master Deed amended accordingly and, if any unit shall have been

taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining units based upon the continuing value of the Project of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any owner.

d. Notification of Mortgagees. In the event any unit in the Project, 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 shall so notify each institutional holder of a first mortgage lien on any units in the Project, provided that the name and address of each has been provided to the Association.

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

Section 6. Notification of FNMA and FHLMC. In the event any mortgage in the Project is held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FNMA or FHLMC, the Association shall give them written notice at such address as they may from time to time direct of any loss to or taking of the common elements of the Project if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount or damage to a unit covered by a mortgage purchased in whole or in part by FNMA or FHLMC if such damage exceeds One Thousand Dollars (\$1,000.00).

Section 7. Priority of Mortgagee Interests. Nothing contained in the Project documents shall be construed to give an owner or any other party priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

ARTICLE VI

BUILDING AND USE RESTRICTIONS

All of the units in the Project shall be held, used and enjoyed subject to the ordinances of the Charter Township of Lyon, applicable law and the following limitations and restrictions:

Section 1. Residential Use. No unit in the Project shall be used for other than single-family residential purposes as defined by the Township of Lyon Zoning Ordinance and the common elements shall be used only for purposes consistent with single-family residential use. Notwithstanding the forgoing; the operation of a family or group day care within any unit in the Project is expressly prohibited. No

building, except an existing building or as specifically authorized elsewhere in this Article, shall be erected, re-erected, placed or maintained or permitted to remain thereon, except one (1) single family private dwelling or model home and an attached private garage containing not less than two (2) enclosed parking spaces for the sole use of the owner or occupants of the dwelling. No other accessory building or structure may be erected in any manner or location without the prior written consent of Developer.

All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Lyon Township Building Department. All unused building materials and temporary construction shall be removed from the premises within thirty (30) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded, sodded and/or covered with other approved landscaping as soon as the construction work and weather permit or as provided in Section 19. No burial of construction debris will be permitted. All units shall have a temporary construction driveway roughed in with a crushed concrete base before the basement is dug. Unit owners may not interrupt the surface flow of storm water across their units. All driveway aprons accessing the proposed public streets in the Project shall be constructed in compliance with the rules and regulations of the Road Commission for Oakland County.

Section 2. Architectural Control. It is the intention and sole purpose of this Article to insure that all dwellings in the Project shall be of quality design, workmanship and materials approved by the Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Article or by the Developer, its successors and/cr assigns. No dwelling, structure, or other improvement shall be constructed within a unit or elsewhere in the Project, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless a site plan, building plans and specifications containing such detail as the Developer may reasonably request have first been approved in writing by the Developer. The Developer reserves the right to refuse to approve such building plans, specifications, grading or landscaping plans, which, in its sole opinion, are not suitable or desirable for the Project. In passing or approving such plans the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, prcposed exterior materials and exterior colors which should blend in with the natural surroundings, previously constructed improvements in the Project, the location of the dwelling or improvement on the unit and the degree of harmony such proposed improvement would have on the Project and the area of future development described in the Master Deed.

No log homes, modular homes, (excluding modular portions of site-built homes such as panelized walls, pre-manufactured roof trusses, cupolas or similar elements that are components commonly built off-site

by specialty manufacturers but comprise only a portion of a dwelling that is otherwise built on-site) manufactured homes, or any other type of residential housing that is constructed entirely off-site and delivered to the Project complete or as pre-manufactured components that once assembled or otherwise combined would comprise a complete or substantially complete dwelling, shall be permitted. No flat roofs will be permitted.

The purpose of this section is to ensure the continued maintenance of the Project as a beautiful and harmonious residential development and shall be binding on both the Association and upon all owners. Further, the restrictions hereby placed upon the premises shall not be construed or be deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of future development described in the Master Deed or any portion thereof unless, until and only to the extent such land is included in this Project by Master Deed amendment. The Developer's rights under this Article VI, may, in the Developer's discretion, be assigned to the Association or other successor to the Developer. Said rights shall automatically be assigned to the Association at the end of the construction and sales period or earlier, pursuant to statute or public acts governing such matters enacted by the State of Michigan. The Developer may construct any improvements upon the Project that it may, in its 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 Project documents, and any limitation imposed by the Township of Lyon or other duly authorized governing body having jurisdiction.

In no event shall any unit owner have the right to impose liability on the Developer or the Association, or otherwise contest judicially any decision of the Developer or the Association (or alleged failure of the Developer or the Association to make a decision) relative to the approval or disapproval of a site plan and building plans, or any aspect or other matter as to which the Developer (and any successor Association created by operation of the Project documents) reserves the right to approve, disapprove, or grant a variance under this Article VI. The approval by the Developer of a site plan and building plans or other matter (e.g. pool) shall not be construed as a representation of warranty that site plan or building plans or other matter is in conformity with the zoning ordinances of the Township of Lyon, if applicable, or building regulations, code requirements or rules promulgated by the Township of Lyon or any other governmental body having jurisdiction over such matters. The Developer specifically disclaims any obligation or duty to ascertain any such non-conformity or to advise a unit owner or any other person of the same, even if known to the Developer.

Section 3. Unit Size. The minimum unit size for each unit shall be the size established for said unit as described in Exhibit Five (5) of the recorded Planned Development Agreement. In the event more than one (1) unit, or portions thereof, are developed as a single unit, all

restrictions set forth in this Article shall apply to such resulting unit in the same manner as to any single unit.

Section 4. Building Height, Size and Location. No building or structure shall exceed two and one-half (2½) stories above grade or thirty (30) feet in height (as measured from the grade and excluding any portion of exposed foundation) and all buildings and structures shall be constructed within the perimeter of a unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area above ground level measured by the external walls.

The minimum square footage of floor area of a dwelling, exclusive of attached garages, steps, opened and/or closed porches, basements, breeze ways and similar facilities, shall be: (i) for one (1) story dwellings, not less than one thousand seven hundred (1,700) square feet; (ii) for one and one-half (1½) story dwellings, not less than one thousand eight hundred (1,800) square feet; and (iii) for two (2) story dwellings, not less than two thousand two hundred (2,200) square feet. Each single dwelling shall have a minimum two (2) car attached garage that exits from the side yard or the court yard side of the garage. No detached garages or carports of any character shall be erected or maintained on any unit. For security and aesthetic reasons, overhead garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to and from any garage.

Notwithstanding the foregoing, the Developer or the Association shall be entitled to grant exceptions to the above-referenced minimum square footage and attached garage restrictions, subject to the minimum square footage requirements of the Township of Lyon Zoning Ordinance, to the owner of a unit who applies for such exception; provided said owner demonstrates to the satisfaction of Developer or the Association that a reduction in the square footage requirement or a waiver of the side entry or court yard garage entry requirement for a proposed dwelling to be constructed on a unit in the Project shall not adversely affect the quality of the Project or lessen the value of the homes surrounding the dwelling to be constructed by the owner on such unit. Any such exception granted to an owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage or garage entry requirement as to any other unit or unit owner.

All dwellings shall be located on each unit at least thirty-five (35) feet from the rear unit boundary line and thirty-five (35) feet from the front unit boundary line. Dwellings may be offset to one (1) side of a unit provided that a minimum of thirty (30) feet shall be provided between dwellings and provided further that the combined side yard setbacks of any dwelling on a unit shall be a minimum total of thirty (30) feet and that at least five (5) feet from any side unit boundary line be maintained. For purposes of these setback and side yard requirements, eaves, steps, open porches and driveways shall not be considered as part of any building or structure.

Section 5. Permanent Driveways. All access driveways and other areas for vehicular use on a unit shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete, paving bricks or the equivalent thereof. Asphalt driveways or asphalt overlays shall not be permitted on any unit. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

Section 6. Drainage Easement.

a. Some units are subject to a storm water drainage easement created by the Master Deed, as shown on Exhibit "B" hereto. Notwithstanding anything else contained in the Project documents to the contrary, each unit owner shall maintain the surface area of such easements within his unit, shall keep the grass cut to a reasonable height, shall keep the area free of trash and debris and shall take such action as may be necessary to eliminate surface erosion. The unit owner shall not contour the land or install any structure or landscaping that would interfere with the flow of storm water through them. The Association shall have access to such units to inspect, maintain, repair or replace any portion of the easement in order to facilitate the proper drainage of the unit and of the Project and collect from the responsible owner the cost such repair or replacement in the manner provided in Article IV of the Master Deed.

b. Where there exists on any unit a condition of accumulation of storm water remaining over an extended period of time and not less than forty-eight (48) hours, the owner may, with the written approval of the Association and the Township of Lyon, take such steps as shall be necessary to remedy such condition, subject to the provisions of Sections 6.a. and 27 herein and provided that no obstructions or diversions of existing storm drainage swales and channels, over and through which storm water naturally flows upon or across any unit, shall be made by an owner in such manner as to cause damage to other property. Further, no such remedial action shall reduce the storage volume of storm water retention or detention basins. Drainage ways and retention or detention ponds shall not be used as a disposal or reception area for yard waste, garbage or trash.

Section 7. Building Materials. Exterior building materials may be vinyl, stone, brick, wood, or any other material blending with the architecture and natural landscape which is approved by Developer. No aluminum siding, T-1-11 or brick laminate shall be permitted to be used on the exterior of any dwelling in the Project. Brick, stone or other approved masonry materials shall make up a minimum of fifty percent (50%) of the front elevation of each dwelling and shall be placed at a minimum height of twenty-four (24) inches above final grade on any side or rear elevation unless said owner demonstrates to the satisfaction of Developer or the Association that a reduction in the minimum height or

quantities described in this section shall not adversely affect the quality of the Project or lessen the value of the homes surrounding the home to be constructed by the owner on such unit.

Section 8. Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity that invites or requires employees, customers or clients to visit the owner's unit, or any portion thereof, shall be conducted on any unit in the Project, with the exception of model homes owned by, or the sales activities of, Developer or builders, developers and real estate companies who own or hold any units for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon any unit or premises nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or fowl or livestock shall be kept or harbored on any unit. No animals or birds shall be maintained on any unit, except customary house pets for domestic purposes only and subject to Section 30. All animal life maintained on any unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be kept or maintained for any commercial purposes whatsoever. No burning of refuse shall be permitted outside the dwelling except that the burning of leaves shall be permitted if allowed by ordinance of the Township of Lyon. No unit owner shall cause rubbish, trash, leaves, grass clippings, landscape debris, excess soil, or other yard waste, tree branches or limbs from any tree, to be disposed of or deposited onto any unit, whether occupied or not, nor any common area, right-of-way, pedestrian path, easement, any wooded preserve, wetland or detention/retention pond or property adjacent to but outside of the boundaries of the Project.

Section 9. Plant Diseases or Noxious Insects. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a unit.

Section 10. Temporary Buildings, Damaged Dwellings and Reconstruction. No old or used structure, of any kind, shall be placed on any unit. No temporary structure of any character such as a trailer, mobile home, van, tent, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to the construction of the main dwelling, nor shall any structure be occupied as living quarters at any time, nor shall any newly constructed dwelling be occupied prior to the issuance of a final certificate of occupancy or a temporary final certificate of occupancy by Lyon Township by any non-owner and ownership rights of such dwelling or unit shall be demonstrated to the satisfaction of the Developer or the Association prior to any such occupancy; provided however, that the foregoing restrictions shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within one (1) year from the commencement of the construction. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months

from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction; provided however, that law enforcement, fire department or other duly authorized personnel having jurisdiction over said structure, by operation of law, shall retain the right to order a delay in the removal of all of or part of any damaged structure pending completion of any inquiry relating to the cause of the damage as to said structure. Any damaged or destroyed structure which is not completed within two (2) years from commencement of reconstruction or any partial damage or partial destruction not promptly remedied that reasonably could be remedied shall be deemed a nuisance and may be abated as provided by law, subject to the forgoing rights of law enforcement or other duly authorized personnel. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by an owner, or said owner's agents, servants, employees or independent contractors, in erecting any building or structure on said owner's unit shall be restored by said owner, at his sole expense, to its condition immediately prior to the commencement of such work.

Section 11. Soil Removal. Soil removal from units shall not be permitted, except as required for building construction and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act or other such act, law or ordinance as authorized by the governing body having jurisdiction over such matters.

Section 12. Underground Wiring. No permanent lines or wires for communication or other transmissions of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a unit other than within buildings or structures except for the following permitted application: All exterior wiring or cables serving any satellite dish, antenna or other communications device (including but not limited to any television, radio, cellular or Internet receivers or transmitters) shall be concealed in permanent conduit or other approved material that is painted or otherwise colored to match the background upon which it is affixed. Notwithstanding the forgoing, up to eighteen (18) inches of wiring or cable may be exposed to facilitate connection to the receiving or transmitting device as described herein. In no instance however, will any other portion of the wiring or cabling be exposed including the entry point to the dwelling.

Section 13. Maintenance of Side Strips. Owner of units shall be responsible for the maintenance of easements or public rights-of-way located between their unit lines and edges of street pavements on which said units abut.

Section 14. Trees.

a. The first owner of a unit that has been conveyed to it by the Developer or any builder upon which a dwelling has been constructed, shall provide a minimum of four (4) trees two and one-half (2½) inch minimum diameter as measured five (5) feet from

ground level, located at the discretion of the owner of said unit and are required by the landscaping plan in the recorded Planned Development Agreement. Notwithstanding the foregoing, the first owner of a unit that has been conveyed to them by the Developer or builder of said unit and upon which a dwelling has been constructed, shall also plant "street trees" two and one-half (2½) inch minimum diameter as measured five (5) feet from ground level every forty (40) feet measured along the curb line of each street adjacent to the unit in the area located between the front of the dwelling and the boundary of the utility easement closest to the dwelling. Any owner of a unit in the Project shall promptly remove and replace any diseased, dying or dead trees with a similar tree or a tree selected from the approved list, as maintained by the Township of Lyon, that meets or exceeds the minimum size requirements as described herein that are on his unit or that meet the definition of a "street tree" as described herein, subject only to weather conditions. Only deciduous trees may be used as "street trees" and must be selected from the following: oak, hard maple, linden, locust, hackberry or sycamore, or from a list of similar trees approved by the Township of Lyon or their designee. The Township of Lyon requires that a cash bond in the amount of Three Hundred Dollars (\$300.00) per tree be deposited with the Lyon Township Building Department for each unplanted tree prior to the issuance of a certificate of occupancy. In the event that the Township of Lyon has not established the means to administer this requirement, the Developer reserves the right to collect the required monies from the first owner, as described herein, and to retain said funds until the obligation described in this section is satisfied and approval granted by the Developer or the appropriate agency or entity designated by the Township of Lyon upon which the monies will be refunded to the first owner if held by the Developer within thirty (30) days after the first owner presents satisfactory written evidence of compliance with the requirements of this section which shall include a copy of any warranty or guarantee that satisfactorily demonstrates that a minimum one (1) year warranty is in effect for each tree planted. The Developer further reserves the right to pay any monies held by it for the purpose described in this section to the Township of Lyon or other appropriate agency or entity designated by the Township of Lyon and to remove itself from the administration of and liability for inspection, approval and refund of any monies to the first owner without notice and the first owner shall seek said inspection, approval and refund from the Township of Lyon or the appropriate designated agency or entity. Failure of an owner to comply with the provisions of this section may cause the Developer or the Association to undertake the expense of the bringing the unit into compliance and collect from the responsible owner all costs associated with such action in the manner provided in Article IV of the Master Deed.

b. Clear-cutting or removal of trees shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances. Prior to commencement of construction, each unit owner shall submit to the Township of

Lyon, if required by the Township for its approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each unit owner to maintain and preserve all large trees on his unit which responsibility includes welling trees, if necessary.

Section 15. Performance of Construction. No dwelling shall be erected on any unit except by a contractor licensed by the State of Michigan for such purpose, unless prior written consent of the Developer has been obtained and said approval shall only be granted for a dwelling to be constructed by an owner of a unit that intends to occupy said dwelling as the first owner and that unit and dwelling is not intended to be built for resale before the first owner occupies same.

Section 16. Vehicular Parking and Storage. No trailer, mobile home, bus, camping vehicle, motorcycle, boat, personal watercraft, recreational vehicle, commercial vehicle, unlicensed vehicle or inoperative vehicle of any description shall at any time be parked, stored or maintained on any unit, unless stored fully enclosed within an attached garage; provided, however, that builder's or Developer's trucks and equipment may be parked and used on any unit during construction operations. No commercial vehicle lawfully upon any unit for business shall remain on such unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 17. Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property owners. All trash, garbage or refuse shall only be placed at the curb for pick-up by municipal or private contractors no sooner than twenty-four (24) hours prior to the regularly scheduled pick-up time. Only closed containers shall be placed at the curb for pick-up except for bulk items too large for a standard refuse container. No outside storage for refuse, garbage or garbage containers shall be maintained on any unit except as provided for in Section 10. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited.

Section 18. Fences and Obstructions. No owner shall construct, or cause to be constructed, any fence, wall or similar structure of any nature upon his unit or the common elements, except those provided by the Developer, without the prior written consent of the Developer or the Association. Such approval however, shall be granted for enclosing swimming pools permitted under Section 21. Fences, walls or similar structures shall not be erected on any unit within the front yard area formed by the front unit boundary line, the side unit boundary lines and a connecting line which shall be the rearmost exterior wall of the residential dwelling. In addition, no fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner within a triangular area formed by the street lines and a connecting line which is at a point twenty five (25) feet from the intersection of such street lines, which shall have a height that is more than two (2) feet; provided, however, shade trees with wide branches which are at least eight (8) feet above ground shall be

permitted within such area. In no event shall chain link, cyclone, plywood, stockade, farm, razor wire, chicken wire, barbed, or snow fences be permitted on any unit, common area or Project boundary except those provided by the Developer. Perimeter fences shall be permitted along the exterior Project boundaries described in Exhibit "B" attached to the Master Deed, provided that prior written consent of the Developer or the Association has been obtained. Perimeter fences, if approved, shall be constructed of materials approved by the Developer or the Association and once approved, all owners constructing fences along the perimeter shall abide by that selection to ensure uniformity of design. No perimeter fence shall exceed six (6) feet in height measured vertically from any point along the ground to the top of the fence. Nothing in this section shall preclude the Board of Directors of the Association after the affirmative vote of more than two-thirds (2/3) of the unit owners, to accept responsibility to erect, maintain, repair and/or replace perimeter fencing in the Project in an effort to achieve uniformity of design or consistency in the maintenance of said fencing. Nothing herein contained, however, shall compel the Association to undertake such responsibility. Any such responsibilities undertaken by the Association shall be charged to the owners on whose unit a fence is constructed on a reasonably uniform basis as determined by the Board of Directors and collected in accordance with the assessment procedures established under Article II of these By-Laws.

Section 19. Landscaping and Grass Cutting. Upon closing on the sale of a residential dwelling on any unit, the owner thereof shall cause such unit to be finish graded, irrigated by means of an underground sprinkler system, sodded and suitably landscaped as soon after such closing as weather permits, and in any event within three (3) months from the date of closing provided, however, residential dwellings completed after September 1st shall be landscaped by June 1st of the following year. No owner of any improved unit with a dwelling constructed thereon shall permit any portion of the spray from the irrigation system on his unit to be directed towards the public street right-of-way or pedestrian pathways so as to constitute a nuisance or safety hazard. No owner of any improved unit with a dwelling constructed thereon shall permit weeds or grass to exceed six (6) inches in height except in wooded or wetland areas. If an owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing by the Developer or Association, the Developer or Association may cause the weeds or grass to be cut or removed and the cost thereof shall become a lien upon the unit until paid. All units owned by Developer or a builder who owns units for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 19 with the exception that any unimproved units shall be maintained in a presentable condition by the owner and grassy areas that are not subject to Section 27 be mowed a minimum of twice each year in order to control weeds and no dumping shall be permitted on any unimproved units in order to promote the safety and aesthetics of the Project. Failure of an owner to comply with the provisions of this section may cause the Association to undertake the expense of the maintenance of the unit and collect from

the responsible owner all costs associated with such action in the manner provided in Article IV of the Master Deed.

Section 20. Motorized Vehicles. No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any unit or in any drain easement, side strip, common areas, or retention/detention pond areas of the Project.

Section 21. Swimming Pools, Tennis Courts and Other Structures. No above ground swimming pools (except small children's pools that do not exceed thirty-two (32) square feet in area) shall be constructed or placed on any unit. No swimming pools, tennis courts, outdoor whirlpools, hot tubs, wood decks, gazebos, play structures, recreational structures, ramps or other outdoor structures shall be constructed on any unit without the prior written approval of Developer. The construction of any swimming pool or other recreational structure which has been approved in writing by Developer shall be constructed in accordance with these By-Laws and with all applicable local ordinances and/or state laws. Recreational structures, including swimming pools, tennis courts, whirlpools, hot tubs and the like, if permitted in writing by Developer, shall be screened from any street, by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by Developer and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 22. Lawn Fertilization. Any fertilizer used shall contain no phosphorus.

Section 23. Signs; Illumination. No signs of any kind shall be placed upon any unit or on any building or structure located on a unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, and proposed location(s) have been submitted to, and approved in writing, by Developer, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the premises upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days. The foregoing restrictions contained in this Section 23 shall not apply to such signs as may be installed or erected on any unit by Developer or any builder who owns units for resale in the ordinary course of business, during any construction period or during such periods as any dwelling may be used as a model or for display purposes.

No exterior illumination of any kind shall be placed or allowed on any portion of a unit other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Project.

Section 24. Objectionable Sights. Except with regard to the Developer, or its designees, exterior above ground fuel tanks shall not be permitted and the stockpiling and storage of building and landscape

materials and/or equipment shall not be permitted on any unit, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape or building materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the dwelling. No television or radio antennae or satellite dishes shall be constructed or erected upon the exterior of any dwelling on any unit, without the prior written approval of Developer, except as permitted by law.

Section 25. Maintenance. The owner of each unit shall keep all buildings and grounds on the unit, together with that portion of the common elements in front or in the case of a corner unit, the side thereof, between the unit and traveled portion of the road right-of-way subject to the conditions of Section 32 herein, in good condition and repair.

Section 26. Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Article hereof, Developer, and/or any builder which Developer may designate, may construct and maintain on any unit(s) a real estate sales office, with such promotional signs as Developer or said builder may determine and/or a model home or homes for such purposes; Developer and any such designated builder may continue such activity until such time as all of the units in which Developer and such builder have an interest are sold.

Section 27. Wetlands and Flood Plain.

a. The Wetlands shall not be modified in any manner unless a permit for such modification has been issued by the Township of Lyon, and any other governmental unit or agency having jurisdiction over the wetlands within the Project.

b. To the extent there exists any flood plain areas on any portion of the Property, as established by the Department of Environmental Quality and/or the Township of Lyon, no filling or occupation of the flood plain area shall be allowed without the approval of the Department of Environmental Quality and/or the Township of Lyon. In addition, any building used, or capable of being used, for residential purposes or occupancy within, or affected by, the flood plain, shall have all lower floors, including basements, at or higher than the greater of the elevation of the contour defining the flood plain limits or at such elevation as may be required by the Township of Lyon.

Section 28. Right to Lease.

a. An owner may lease the dwelling constructed within the perimeters of his unit provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection b. below. With the exception of a first mortgage lender in possession of a unit as a result of foreclosure or a conveyance or assignment in lieu

of foreclosure, no owner shall lease and no tenant shall be permitted to occupy less than all of a unit and a lease shall have an initial term of at least twelve (12) months, unless otherwise specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Project documents. All leases shall be in writing. The Developer may, however, lease any number of units in the Project in its discretion without being required to obtain the approval of the Association.

b. The leasing of units in the Project shall conform to the following:

(1) An owner, including the Developer, desiring to rent or lease a unit, shall provide the Association, at least ten (10) days prior to executing a lease with a potential lessee, with a written notice of the owner intent to lease his unit, together with a copy of the exact lease form that the owner intends to use, for the review and (except as provided in subsection a. above) approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Project documents. If the Developer desires to rent units before the Transitional Control Date, it shall notify either the Advisory Committee or each owner in writing.

(2) Tenants or non-owner occupants shall comply with all of the provisions of the Project documents and all leases and rental agreements shall incorporate the foregoing requirement.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the provisions of the Project documents, the Association may take the following actions:

(i) The Association shall notify the owner by certified mail of the alleged violation by the tenant or occupant.

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

(iii) If, at the expiration of the above-referenced fifteen (15) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the owner derivatively on behalf of the Association, if the Association is under the control of the Developer), may institute on behalf

of the Association a summary proceedings eviction action against the tenant or non-owner occupant. The Association may simultaneously bring an action for damages against the owner and tenant or non-owner occupant for breach of the Project documents. The Association may hold both the tenant and the owner liable for any damages to the general common elements caused by the owner or tenant in connection with the unit or Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When an owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying an owner's unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from the rental payments due to the owner the amount of the arrearage and all future assessments as they fall due and shall pay such amounts directly to the Association. The deductions shall 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 owner to the Association, then the Association may take the following actions:

(i) The Association may 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) The Association may initiate proceedings for eviction and money damages as described in subparagraph (3)(iii) above following the tenant's failure to remit rent otherwise due within fifteen (15) days after issuance of notice by the Association to the Tenant by certified mail.

(5) The form of lease used by an owner shall explicitly contain the foregoing provisions. The leasing provisions contained in this section may not be revised before the transitional control date without the Developer's prior written consent.

Section 29. Reservation of Easement. Private easements for the construction, installation, maintenance and replacement of public utilities, and all related equipment, facilities and appurtenances, are shown on Exhibit "B" of the Master Deed. No structure, landscaping or other materials shall be placed or permitted to remain within any of the foregoing easements which may damage or interfere with the installation or maintenance of the aforesaid utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any owner in the finished grade of any unit once

established by the builder of any residential dwelling thereon, without the prior written consent of Developer. Access shall be granted to Developer and its successors and assigns by the owner of each unit to an easement which burdens such unit for the inspection and maintenance of all improvements in, on, over and/or under such easement, without charge or liability for damages. Except as may otherwise be provided in this Article, the owner of each unit shall maintain the service area of all easements within his unit, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate surface erosion. The owner of each unit shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the owner, his agents, invitees and/or licensees.

Section 30. Pets. No animal, other than common domestic household pets, shall be kept or maintained on a unit. No animal may be kept or bred for any commercial purpose. Any pets permitted to be kept shall have such care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animals shall be kept. No animal may be permitted to run loose upon the unit, streets or within the Project boundaries, and any animal shall at all times be kept in a permitted run or enclosure (including an electric "invisible" fence) or on a leash and attended by some responsible person. Any person who causes or permits an animal to be brought or kept on a unit or common area within the Project boundaries shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the property and the Association may assess and collect from the responsible owner such losses or damages in the manner provided in Article II hereof. Each owner shall be responsible for collection and proper disposition of all fecal matter deposited by any pet maintained by such owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept on any unit or on the property. The Association may charge all owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II in the event that the Association determines such assessment necessary to defray the maintenance cost of the Association of accommodating animals within the Project. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Project which it determines to be in violation of the restrictions imposed by this section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this section shall not include small domesticated animals which are constantly caged, such as small birds or fish.

Section 31. Specific Restricted Items.

a. The open discharge of sump pump leads to the public street right-of-way is prohibited.

b. No "through the wall" air-conditioners may be installed in any dwelling or permanent structure in the Project.

c. No outside compressors for central air conditioning units or other similar machinery (including swimming pool, spa equipment or electrical generators) may be located other than in the side or rear yard and shall not extend into a side yard any closer than twenty (20) feet from the nearest unit boundary line or any closer than twenty-five (25) feet to the nearest front facing wall of the dwelling.

d. The design, material, color and construction of all mailboxes and mailbox stands shall be selected by the Association and governed by the standards promulgated by the U.S. Postal Service and shall be maintained by the owner. Mailboxes installed in groups of five (5) or fewer intended to serve adjacent or nearby units, shall be maintained by the owner of each individual mailbox. The cost of maintaining or replacing the common post or posts the mailboxes are mounted upon shall be shared by all of the owners of the respective mailboxes equally. No owner or group of owners shall remove or change the color, style, size or design of the original mailbox or mailbox post provided without the written consent of the Developer or Association. Cluster style mailboxes located at a central point intended to serve more than five (5) non-adjacent units shall be maintained by the Association.

e. Except as specifically provided by law or regulation, no outside satellite dish, television antenna or other antenna, aerial, saucer dish or similar receiving or transmitting device shall be placed, constructed, altered or maintained on any unit; provided, however, owner may use a "Direct TV" antenna or equivalent satellite receiver antenna that shall not have any dimension larger than twenty-four (24) inches and which shall be located on the rear of the dwelling or in the rear yard and within ten (10) feet of the dwelling and shall not be visible from the street upon which the dwelling faces.

f. On any unit no more than one (1) basketball backboard or basket may be constructed either on the side facing wall of the garage or, if free standing, shall not be located where it is closer to the street than twenty-five (25) feet from the nearest front facing wall of the house or garage and not less than fifteen (15) feet from the nearest side unit line. The basketball backboard shall be clear and the post shall be black with no bright or fluorescent color or logos on the backboard or post. No illumination of a basketball backboard or basket shall be permitted.

g. Dog runs or other enclosed areas for permitted animals must be approved by the Association and the Township if required by Township Ordinance relative to the location and design. Each owner must keep any such enclosure in a clean and sanitary condition. All enclosures described above shall be made of wood, metal or high quality vinyl fencing, earthtone in color, vertical in design, (cyclone, chain-link and stockade-type fences are not permitted), and shall not exceed one hundred fifty (150) square feet in area or four (4) feet in height, shall be in the rear yard located within twenty-five (25) feet of the rear wall of the dwelling and shall not extend closer than thirty-five (35) feet to any side unit line. All enclosures must have landscape screening installed within ninety (90) days of the installation of the enclosure as approved by the Developer of the Association in writing prior to the commencement of construction of the enclosure.

h. In ground pools and hot tubs may be installed if permitted by the Township and the Association. Any approved in ground pool or hot tub must be maintained by the owner in a safe, sanitary and clean condition and must also be maintained in appearance consistent with the standards of the Project. All pools or hot tub fences required by the Township shall be black or dark green in color and of a metal or high quality vinyl vertical baluster construction and shall not exceed the minimum heights as established by the Township or forty-eight (48) inches, whichever is less. To the extent an owner desires to obscure or screen the view of a pool or hot tub this shall be accomplished by landscaping. No above ground or free standing pools or hot tubs shall be permitted.

i. No lawn ornaments, sculptures, statues, bird baths, signs or freestanding address plaques shall be placed or permitted to remain in the front or side yard of any unit without the prior written permission of the Association.

j. No shrubs or foliage shall be permitted on any unit within five (5) feet of any transformer enclosures or secondary connection pedestals and in the event that shrubs or foliage are located within such areas, neither the Developer nor any utility companies or contractors engaged to work on such utilities shall have any liability for damage to the landscaping within such areas.

k. The use of any B-B guns, firearms, air rifles, pellet guns, archery equipment, sling-shot or any other weapon which emits a projectile, of any kind, is prohibited in the Project.

l. No owner shall install exterior lighting that causes excessive illumination so as to constitute a nuisance to other owners or those persons traveling within the public right-of-way. Prohibited lighting shall include, but not be limited to: mercury vapor and halogen lighting. All other exterior lighting shall be

mounted on dwellings and shall be directed towards the ground, except for low wattage or low voltage lighting adjacent to sidewalks, driveways, decks, patios, swimming pools or within landscaping. Nothing in this section shall preclude an owner from installing temporary holiday lighting or decorations that emit light provided that such decorations do not cause excessive illumination so as to constitute a nuisance to other owners or members of the public traveling within the public right-of-way. Such temporary holiday lighting, including but not limited to "Christmas Lights or displays" whether religious or secular, shall not be installed more than thirty (30) days prior to the first day of the generally accepted beginning of the holiday and promptly removed from any unit within thirty (30) days after the generally accepted end of the holiday period, regardless of weather conditions, and shall not be maintained year-round.

Section 32. Sidewalks. Each unit in the Project having a dwelling constructed thereon, shall have a four (4) inch thick concrete sidewalk with a sand base, five (5) feet in width, running within the public right-of-way parallel to the adjoining street at the front of the unit or if a corner unit, running within the public right-of-way parallel to the adjoining street at the front of the unit and one (1) side of the unit. Sidewalks crossing driveways within the public right-of-way shall be constructed of six (6) inch thick concrete. Each sidewalk on a unit upon which a dwelling is being constructed shall connect with the existing sidewalks or, if none, shall be constructed so as to extend across the full width of the nearest parallel front unit boundary line in order to connect with future sidewalks to be constructed. If a corner unit, a sidewalk shall be constructed so as to extend the full depth of the nearest parallel side unit boundary line in order to connect with future sidewalks to be constructed unless specifically waived by the Developer. The Developer will be responsible for the construction of any sidewalks that run parallel to common areas or other areas that are not located in front of or next to unit boundaries. Notwithstanding anything to the contrary, all sidewalks shall be constructed and installed in accordance with the requirements of the Planned Development Agreement, Master Deed, Road Commission for Oakland County and/or the Township of Lyon. Sidewalks located in the public right-of-way running parallel to a front and/or a side unit boundary line or both shall be maintained, kept free of snow, ice, sediment or silt and promptly repaired and/or replaced by the owner of the unit, if necessary. Determination on the need for repair or replacement shall be the responsibility of the Association who shall provide notice of same to the affected owner. The owner shall have thirty (30) days to comply with any request from the Association to repair or replace the affected portion or portions of the sidewalk, subject to weather conditions. In the event weather conditions prevent completion of the repair or replacement of the affected portion or portions of the sidewalk, the sidewalk shall be repaired or replaced within a reasonable period of time. Failure of an owner to comply with the repair or replacement of the sidewalk or portions thereof, as determined by the Association and subject to the forgoing conditions, shall cause the Association to undertake the expense of the repair or

replacement of the sidewalk and collect from the responsible owner the cost such repair or replacement in the manner provided in Article IV of the Master Deed. In order to provide for flexibility in maintaining, repairing and replacing the sidewalks in the Project, the Association, acting through its Board of Directors and after the affirmative vote of more than two-thirds (2/3) of the unit owners, may accept responsibility to maintain, repair and/or replace sidewalks in the Project. Nothing herein contained, however, shall compel the Association to undertake such responsibility. Any such responsibilities undertaken by the Association shall be charged to the owners on a reasonably uniform basis as determined by the Board of Directors and collected in accordance with the assessment procedures established under Article II hereof. Notwithstanding the foregoing, the Association shall be responsible for the maintenance, repair and replacement of such sidewalks as may be constructed within any common area or within a public right-of-way adjacent to a common area and the cost of such work shall be included in the regular expenses of the Association.

Section 33. Changes in Common Elements. Except as provided in this Article VI with respect to the Developer, no owner shall make changes in any of the common elements without the express written approval of the Developer or the Board of Directors of the Association and the Township of Lyon, if applicable.

Section 34. Activities. No unlawful or offensive activities shall be carried on in any unit or upon the common elements, nor shall anything be done which may become an annoyance or nuisance to the owners of units in the Project. No garage sales shall be permitted on any unit in the Project, except when done in conjunction with the sale of the dwelling and unit, or when a neighborhood garage sale is held, and then such sale shall be limited to two (2) days in duration. No unreasonably noisy activity shall occur in or on the common elements or on any unit at any time, and disputes among owners arising as a result of this provision which cannot be amicably resolved shall be arbitrated by the Board of Directors of the Association. No owner shall do or permit anything, nor keep anything on his unit or on the common elements that will increase the rate of insurance for the Project without the written approval of the Developer or the Association, and each owner responsible for the increased premiums shall pay to the Association the increased portion of the 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, sling shots, or other similar dangerous weapons, projectiles, or devices.

Section 35. Enforcement of By-Laws. The 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 owners and all persons interested in the Project. If at any time the Association fails or refuses to carry out this obligation in a

manner consistent with the standards established by the Developer, then the Developer or its designee, may elect to maintain, repair, and/or replace any common elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration and upon which the Association shall pay promptly upon notice of such expense along with a reasonable amount for reimbursement for out-of-pocket expenses and cost of administration of this action payable to the Developer. The Developer shall have the right to enforce these By-Laws throughout the construction and sales period notwithstanding that it may no longer own a unit in the Project, which right of enforcement shall include (without limitation) an action to restrain the Association or any owner from any activity prohibited by these By-Laws.

Section 36. Variances. The Developer reserves the right, within its sole discretion, to grant variances from the restrictions in Article VI on a case by case basis for specific dwellings or units, provided that such variances are consistent with the approved site plan and applicable ordinances of the Township of Lyon.

Section 37. Sales and Marketing Activities. The Developer, or builder designee, reserves the right, within its sole discretion, to conduct marketing activities including but not limited to installation of any signs, banners and directional arrows in any part of the Project, except on units it does not own but including any public right-of-ways, and no owner shall interfere with this right in order to facilitate sales within the Project and the area of future development described in the Master Deed subject to the recorded Planned Development Agreement and local ordinances.

Section 38. Streets Prior to Acceptance. All proposed public streets as set forth on the Project documents will be maintained, replaced, repaired, and resurfaced as necessary by the Association, but only until they are dedicated to the public. Until such dedication, it shall be the responsibility of the Association to inspect and to perform preventative maintenance of the Project streets on a regular basis in order to maximize their useful life, and to minimize repair and replacement costs. The Association may be required to improve an existing street to meet the Road Commission for Oakland County standards before dedication. Although it is contemplated that the streets within the project will be dedicated to the public, it is possible such dedication may not necessarily take place immediately. Upon dedication of the streets and acceptance by the Road Commission for Oakland County, the Association will no longer be responsible for maintaining the streets, although the Association, in its sole and absolute discretion, may elect to continue to plow any snow or otherwise maintain the streets to the extent it deems appropriate, and as shall be permitted by the Road Commission for Oakland County.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such unit, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, report any unpaid assessments due from the owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Project, which shall have provided the information required, written notification of any default in the performance of the obligations of the 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 general common elements against fire, perils covered by extended coverage, and against vandalism and malicious mischief, public liability, and fidelity coverage, and the amount of such coverage to the extent that the Association is obligated by the terms of these By-Laws to obtain such insurance coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any unit in the Project 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.

Section 4. Notice. Whenever a ballot requirement appears in these By-Laws for the benefit of a mortgagee which requires a ballot in support of or against a proposal submitted by the Association, the mortgagee shall respond within ninety (90) days of mailing of said notice or the lack of response thereto shall be deemed as approval of the proposal.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these By-Laws, each owner shall be entitled to one (1) vote for each unit owned.

Section 2. Eligibility to Vote. No owner other than the Developer shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Project to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the owner for voting purposes. Except as provided in Article XI, Section 2 of these By-Laws, no 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 IX. The vote of each owner may be cast only by the individual

representative designated by such owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the first annual meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no units at some time or from time to time during such period. At and after the first annual meeting, the Developer shall be entitled to one (1) vote for each unit which it owns.

Section 3. Designation of Voting Representative. Each 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 owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the owner, and the name and address of each person, firm, corporation, partnership, association, trust, or other entity who is the owner. Such notice shall be signed and dated by the owner. The individual representative designated may be changed by the owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of twenty-five percent (25%) of the owners qualified to vote, in number and in value, shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Project 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 fifty percent (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 IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the owners as may be designated by the Board of Directors. 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 Project documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The first annual meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the units in The Heights at Elkow Farms (determined with reference to the recorded Consolidating Master Deed) have been sold 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 nondeveloper owners of seventy-five percent (75%) in number of all units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper owner of a unit in the Project, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each owner. The phrase "units that may be created" as used in this paragraph and elsewhere in the Project documents refers to the maximum number of units which the Developer is permitted under the Project documents to include in the Project.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the months of October or November of each succeeding year after the year in which the first annual meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the first annual meeting. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Article XI of these By-Laws. The 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 owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the 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 purposes thereof as well as the time and place where it is to be held, upon each 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 owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these By-Laws 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 owners cannot be held because a quorum is not in attendance, the 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 the ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call

and notice if a quorum is present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents 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 the Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meetings that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first unit in the Project 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, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) nondeveloper owners. The Advisory Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the nondeveloper owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the nondeveloper owners and to aid in the transition of control of the Association from the Developer to the other owners. The Advisory Committee shall cease to exist automatically when the nondeveloper 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 and at any time, any member of the Advisory Committee who has not been elected thereto by the owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The first Board of Directors designated by the Developer shall be composed of three (3) persons, and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the first annual meeting of members of the Association convened at the time required by Article IX, Section 2 of these By-Laws. At such first annual meeting of members of the Association, the Board of Directors shall be increased in size from three (3) persons to five (5) persons. The members of the Board of Directors must be members of the Association or officers, partners, trustees, employees, or agents of members of the Association. No more than one

(1) owner from a unit may serve on the Board of Directors at the same time. 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 nondeveloper owner to the Board. Elections for nondeveloper owner Directors shall be held as provided in subsections b and c below.

b. Appointment of Nondeveloper Owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper owners of twenty-five percent (25%) in number of the units that may be created, one (1) out of the three (3) Directors shall be selected by nondeveloper owners. When the required percentage of conveyances has been reached, the Developer shall notify the nondeveloper owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the owners of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the first annual meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

c. Election of Directors At and After First Annual Meeting.

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper owners of seventy-five percent (75%) in number of the units that may be created, the nondeveloper 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 sold equal at least ten percent (10%) of all units that may be created in the Project. When the seventy-five percent (75%) conveyance level is achieved, a meeting of 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 fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper owner of a unit in the Project, the nondeveloper owners have the right to elect a number of members of the Board of Directors equal to the percentage of units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1).

Application of this subsection 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 nondeveloper owners have the right to elect under subsection (2) or if the product of the number of members of the Board of Directors multiplied by the percentage of units held by the nondeveloper owners under subsection b results in a right of nondeveloper 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 nondeveloper owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection (1).

(4) At the first annual meeting of members, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one (1) slate, and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either three (3) or two (2) Directors shall be elected, depending upon the number of Directors whose terms expire. After the first annual meeting, the term of office (except for the two (2) Directors elected for one (1) year 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 owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Project documents or required thereby to be exercised and done by the owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

a. To manage and administer the affairs of and to maintain the Project and the common elements thereof;

b. To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, to enforce assessments through liens and foreclosure proceedings when appropriate, and to impose late charges for nonpayment of assessments;

c. To carry insurance and collect and allocate the proceeds thereof;

d. To rebuild improvements to the common elements after casualty, subject to all of the other applicable provisions of the Project documents;

e. To contract for and employ persons, firms, corporations, or other agents to assist in the administration, management, maintenance, repair, replacement, and operation of the Project, including fulfilling drainage responsibilities within individual units;

f. 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 Project, and to delegate to such committees any functions or responsibilities which are not by law or the Project documents required to be performed by the Board;

g. To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, or any interest therein, including, but not limited to, any unit in the Project, any easements or licenses or any other real property, whether or not contiguous to the Project, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association;

h. 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 sixty percent (60%) of all of the members of the Association;

i. To make reasonable rules and regulations governing the use and enjoyment of units and the Project by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;

j. To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to enable owners to obtain mortgage loans which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan;

k. To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association;

l. To enforce the provisions of the Master Deed and By-Laws of the Project and of these Articles of Incorporation and such By-Laws and Rules and Regulations of the Association as may hereafter be adopted;

m. To do anything required of or permitted to it as Administrator of said Project by the Master Deed or By-Laws or by Act No. 59 of Public Acts of 1978, as from time to time amended;

n. To assert, defend or settle claims on behalf of all owners in connection with the common elements of the Project. The Board shall provide at least a ten (10) day written notice to all owners on actions proposed by the Board with regard thereto.

Section 5. Management Agent. The Board of Directors may employ a professional management agent for the Association (which may be 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 Project 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 one (1) year or which is not terminable by the Association upon thirty (30) days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the transitional control date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance 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 nondeveloper owner elected Directors which occur prior to the

transitional control date may be filled only through election by nondeveloper owners and shall be filled in the manner specified in Section 2b of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number and in value of all of the owners present 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 requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the 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 nondeveloper 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 8. 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 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least 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, email, fax, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

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

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him 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 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors 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 twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum. A quorum of the directors shall also permit the Board of Directors to take action by the written consent of individual directors and by means of a telephone conference between the directors. The Board of Directors is not subject to the Michigan Open Meetings Act and may close portions of its meetings to the owners, and provide for confidentiality of the minutes of the closed portion of its meetings, for such issues, as an example, as discussion of personnel employment and litigation matters.

Section 13. 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 Project documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for the funds of the Association furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, 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 (2) offices except that of President and Vice President may be held by one (1) person.

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

deem appropriate to assist in the conduct of the affairs of the Association.

b. Vice President. The Vice President shall take the place of the President and perform his 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 by the Board of Directors.

c. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general perform all duties incidental to the office of 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 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 successor elected, at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

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

ARTICLE XIII

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 and the words "corporate seal," and "Michigan."

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration and which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the owners. Such accounts and all other Association records shall be open for inspection by the owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor that such audit be a certified audit. Any institutional holder of a first mortgage lien on any unit in the Project 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. If an audited statement is not available, any holder of a first mortgage on a unit in the Project shall be allowed to have an audited statement prepared at its own expense.

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 Board of Directors 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 XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may

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

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these By-Laws may be proposed by the Board of Directors of 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 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 By-Laws.

Section 3. Voting by Board of Directors. These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of owners, mortgagees or other interested parties, or amend Article VI without the prior written approval of the Developer (if the Developer continues to own at least one (1) unit in the Project), and to keep these By-Laws in compliance with the Act.

Section 4. Voting by Owners. These By-Laws may be amended by the owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds (2/3) of all owners. No consent of mortgagees shall be required to amend these By-Laws, except as otherwise provided in Section 90a of the Act, in which event the approval of two-thirds (2/3) of the first mortgagees shall be required, with each mortgagee to have one (1) vote for each mortgage held. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of owners is considered two-thirds (2/3) of all the owners entitled to vote as of the record date for such votes. Consent from the Developer shall be obtained if any amendment

of Article VI is proposed and the Developer continues to own at least one (1) unit in the Project. Consent from the Township of Lyon shall be obtained if any public interest is affected. A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

Section 5. By Developer. These By-Laws may be amended by the Developer, without approval from any owner or mortgagee, to keep these By-Laws in compliance with the Act and to make such other amendments to these By-Laws as do not materially alter or change the rights of any owner or mortgagee.

Section 6. When Effective. Any amendment to these By-Laws shall become effective upon the recording of such amendment in the Office of the Oakland County Register of Deeds.

Section 7. Binding. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws 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.

Section 8. Notice. Eligible mortgage holders, those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, also shall have the right to join in the decision making about certain amendments to the Project documents.

ARTICLE XVII

COMPLIANCE

The Association and all present or future owners, 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 Project shall signify that the Project documents are accepted and ratified. In the event the Project documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by an owner shall entitle the Association or another owner or owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Project 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 owner or owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by an owner, the Association or the owner or owners bringing the legal action, if successful, shall be entitled to recover the costs of the proceedings and actual attorney's fees (not limited to statutory fees), but in no event shall any defending owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Project 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 when reasonably necessary and summarily remove and abate, at the expense of the owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Project documents. The Association shall have no liability to any 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 Project documents by any owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all owners in the same manner as prescribed in Article IX, Section 5 of these By-Laws. Thereafter, fines may be assessed only upon notice to the offending owners as prescribed in said Article IX, Section 5, and after an opportunity for such owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Fifty Dollars (\$50.00) for the second violation, One Hundred Dollars (\$100.00) for the third violation, or be less than One Hundred Dollars (\$100.00) for any subsequent violation.

Section 5. Non-Waiver of Right. The failure of the Association or of any owner to enforce any right, provision, covenant, or condition which may be granted by the Project documents shall not constitute a

waiver of the right of the Association or of any such 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 owner or owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Project documents shall be deemed to be cumulative, and the exercise of any one (1) 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 additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Project Documents. An 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 Project documents. In such a proceeding, the Association, if successful, shall recover the costs of the proceeding and actual attorney's fees (not limited to statutory fees). An owner may maintain an action against any other owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Project documents or the Act.

ARTICLE XX

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Project 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 by or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the construction and sales period as defined in Article I 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 Project and shall not, under any circumstances, be construed to apply to or cause the termination and expiration 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 XXI

SEVERABILITY

In the event that any of the terms, provisions or covenants of these By-Laws or the Project 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 Project documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

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OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1817
EXHIBIT "B" TO THE MASTER DEED

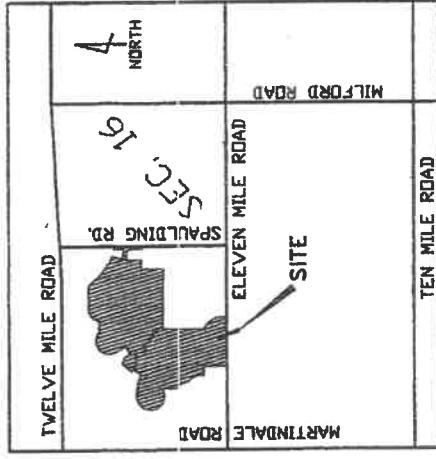
THE HEIGHTS AT ELKOW FARMS

PART OF THE EAST $1\frac{1}{2}$ OF THE S.W. $\frac{1}{4}$ AND THE WEST $1\frac{1}{2}$ OF THE S.E. $\frac{1}{4}$
OF SECTION 16, T.1N., R.7E., LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER
HITECH BUILDING, L.L.C.
2603 LAKEFRIDGE
WIXOM, MICHIGAN 48393
(248) 417-8594

SURVEYOR
DAVID P. SMITH & ASSOCIATES, INC.
SUITE 100
WALLED LAKE, MICHIGAN 48390
(248) 363-1515

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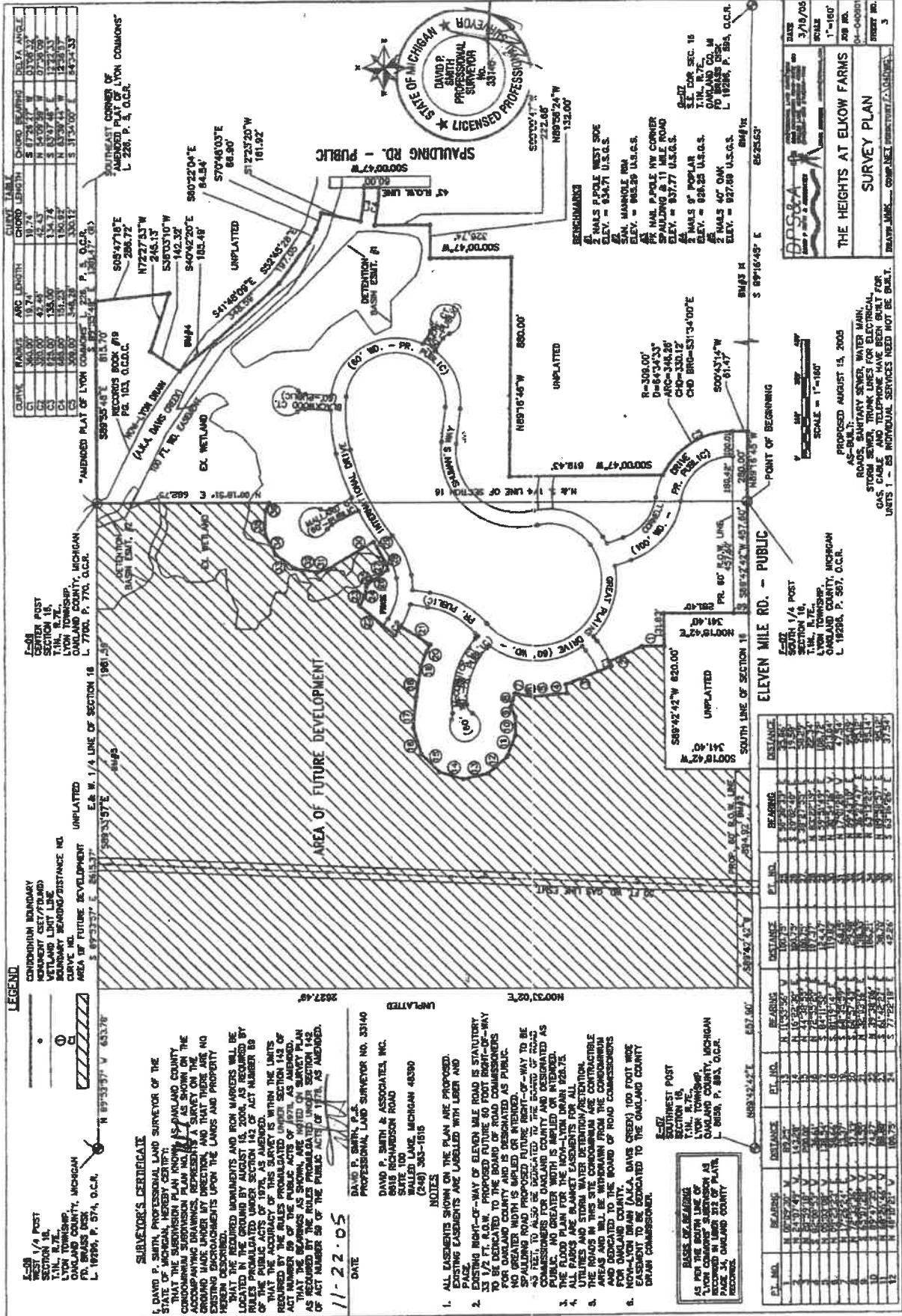


- SHEET INDEX
1. COVER SHEET
2. LEGAL DESCRIPTIONS
3. SURVEY PLANS
4. FLOOD PLAIN PLAN
5. EASEMENT LINES PLAN
6. EASEMENT DIMENSIONAL PLAN
7. OVERALL SITE PLAN
8. OVERALL TOPOGRAPHIC PLAN
9. COMPOSITE PLAN - SITE PLAN
10. COMPOSITE PLAN - UNIT DIMENSION UTILITY PLAN
11. SITE PLAN NORTHEAST $1\frac{1}{4}$ - UNITS 53-60, 72-78
12. SITE PLAN SOUTHWEST $1\frac{1}{4}$ - UNITS 12-17, 43-50, 70-74, 82-85
13. SITE PLAN SOUTH CENTRAL $1\frac{1}{4}$ - UNITS 4-12, 17-43, 70-74, 82-85
14. SITE PLAN NORTHEAST $1\frac{1}{4}$ - UNITS 4-12, 17-43, 70-74, 82-85
15. UNIT DIMENSION - UNITS 1-6, 28, 31-41
16. UNIT DIMENSION - UNITS 7-21, 25-28
17. UNIT DIMENSION - UNITS 22-24, 30, 42-43, 62-75, 82-85
18. UNIT DIMENSION - UNITS 44-61, 70-81
19. UTILITY PLAN - UNITS 1-6, 28, 31-41
20. UTILITY PLAN - UNITS 7-21, 25-28
21. UTILITY PLAN - UNITS 22-24, 30, 42-44, 62-75, 81-85
22. UTILITY PLAN - UNITS 45-55, 77-80
23. UNIT AND WETLAND COORDINATE PLAN
24. UTILITY STRUCTURE AND EASEMENT COORDINATE PLAN

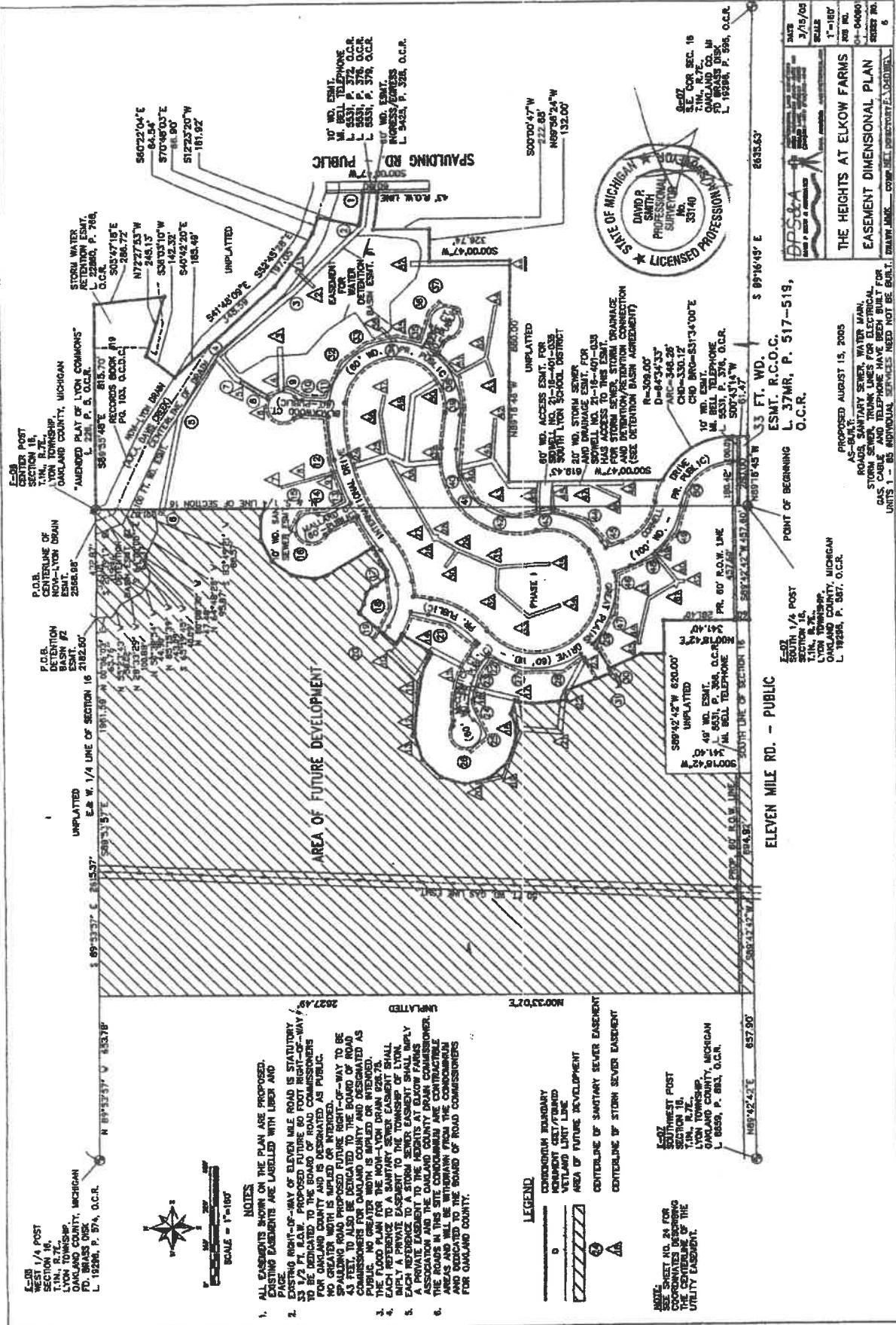
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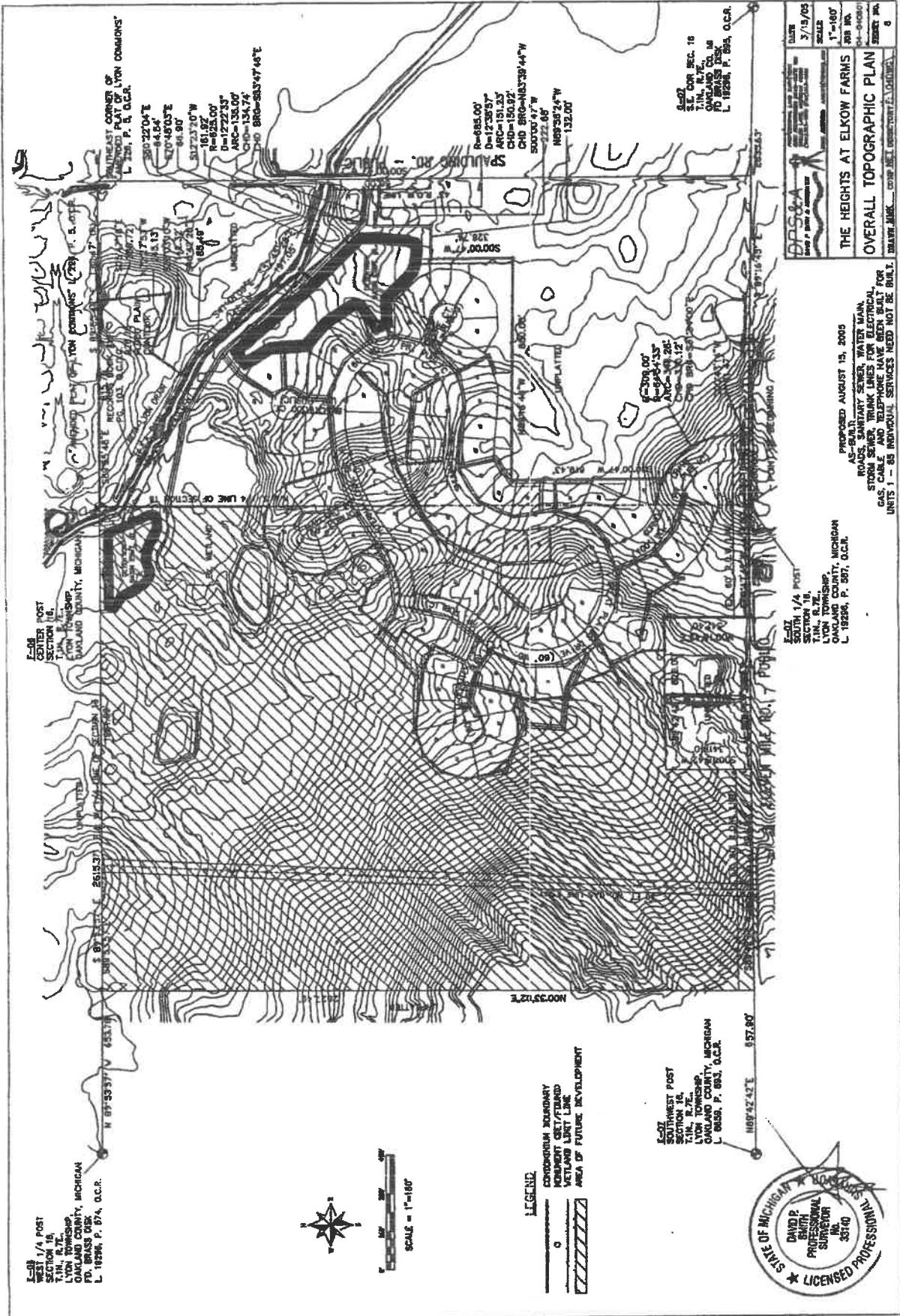


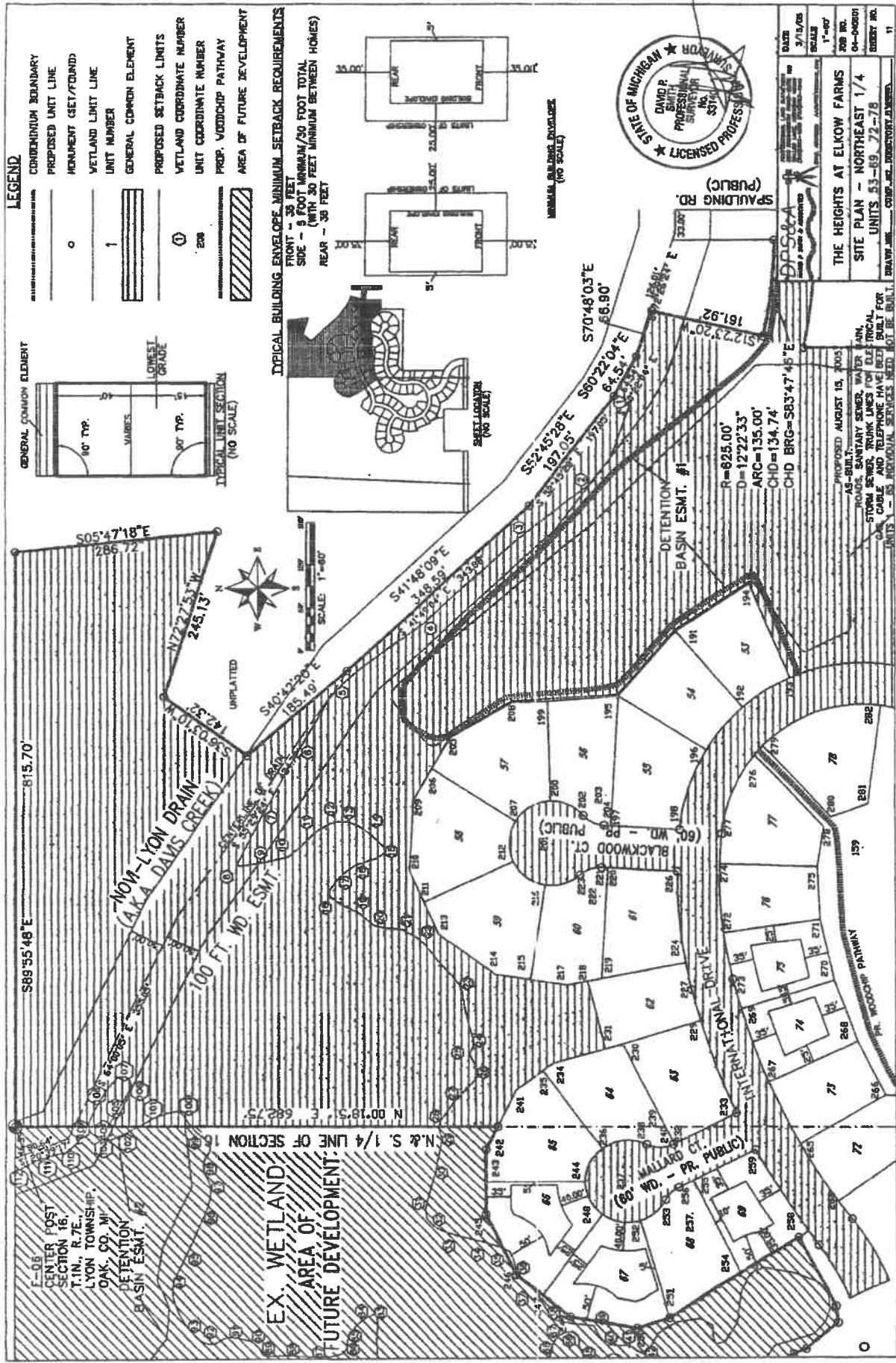
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SHEET 1 OF 24
PROPOSED AUGUST 15, 2005
DPS JOB NO. 04-040601

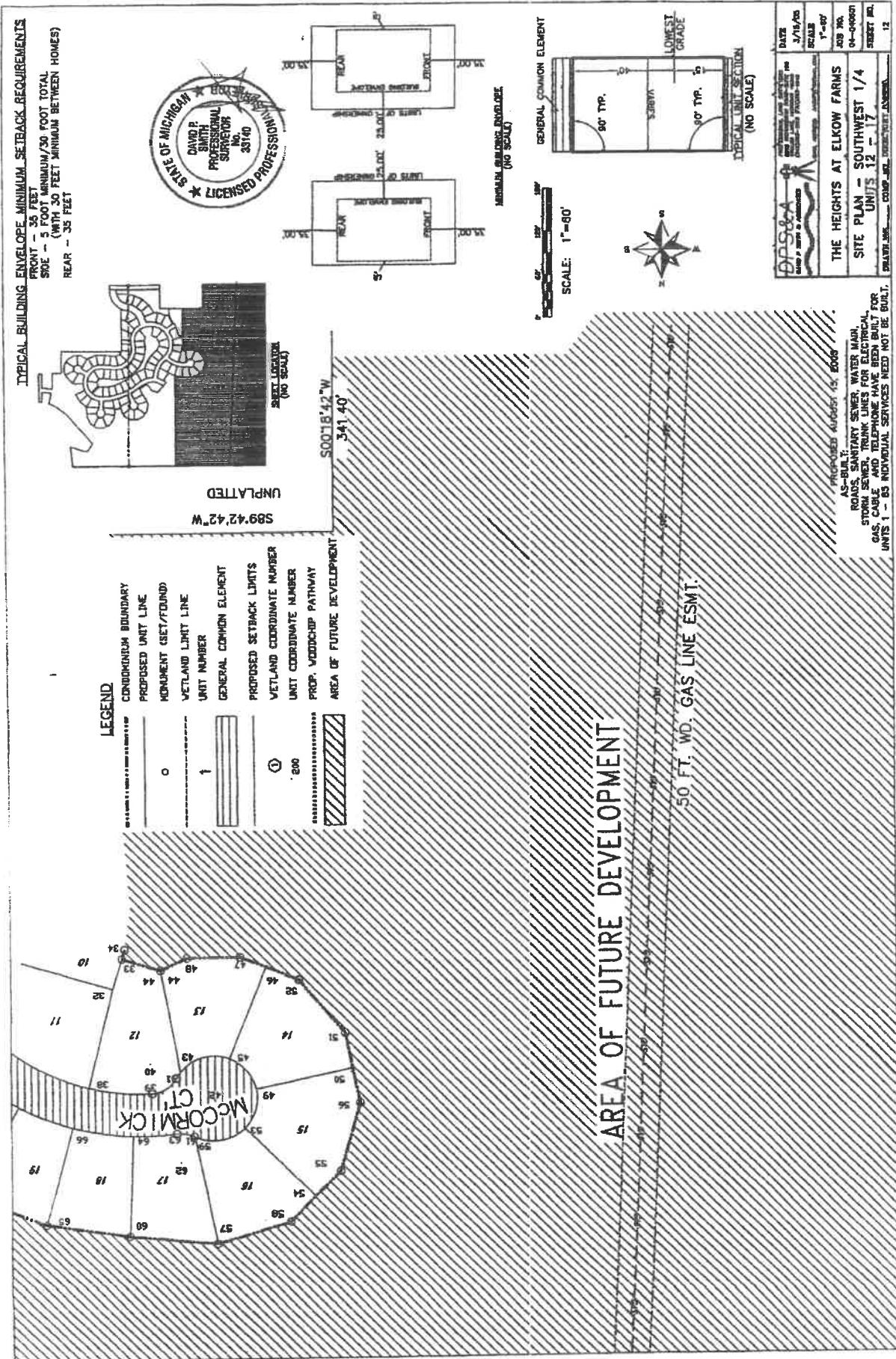


LIBER 36670 pg 262

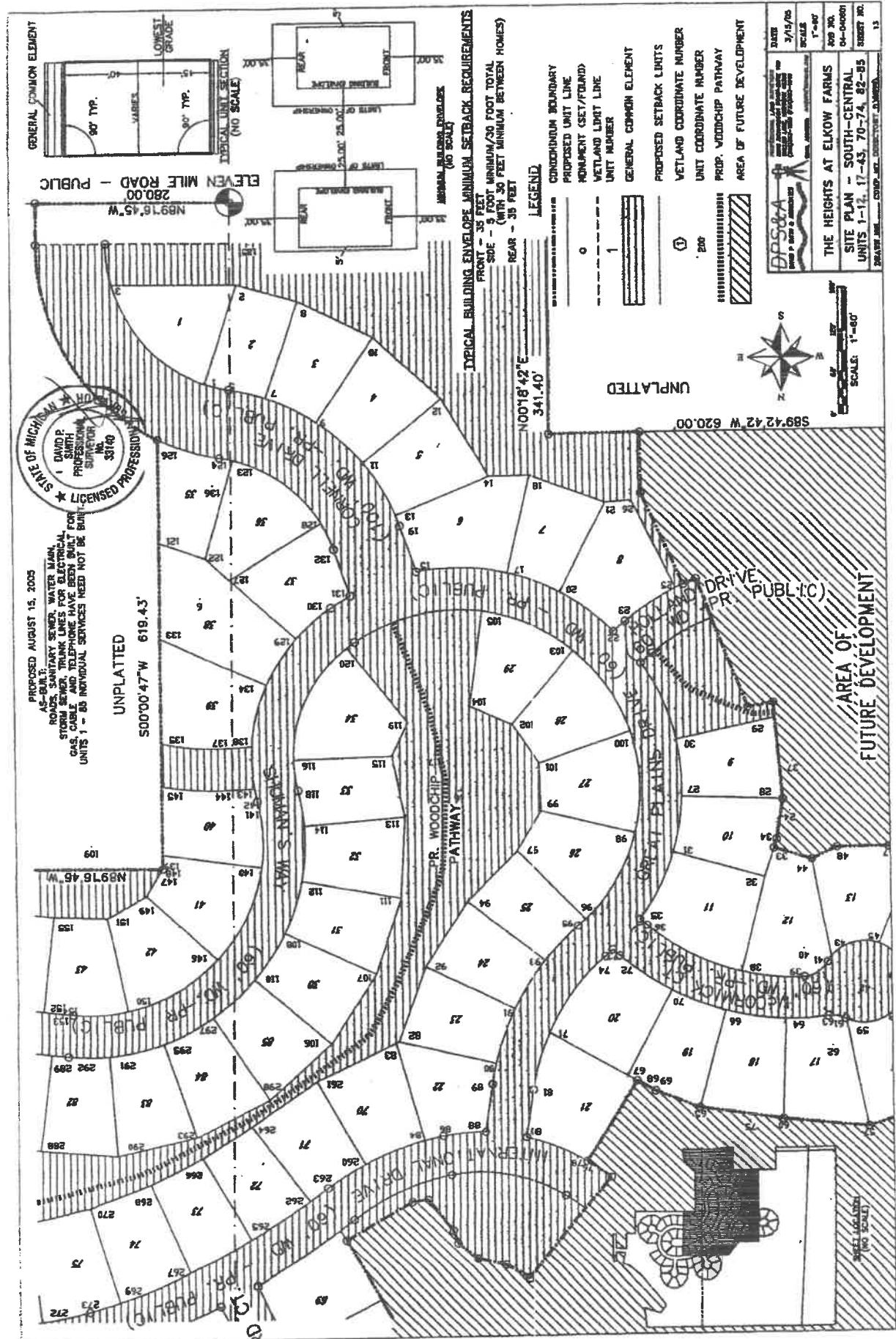








LIBER 36670 PG271



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SPREADING SOILS - PUBLIC

43' R.O.W. LINE

60.00

UNPLOTTED

NON-LYON DRAIN
(A.K.A. LYON DRAINS CREEK)
100 FT. E.D. EASTLINE UNIT

UNPLOTTED

500-00-47 W

889-16-46 W

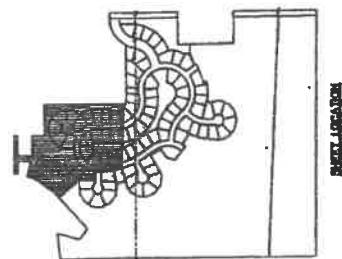
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UNPLOTTED

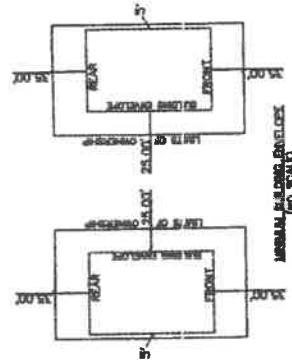
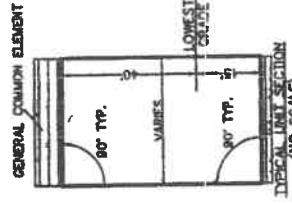
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LEGEND

- CONDOMINIUM BOUNDARY
- PROPOSED UNIT LINE
- MONUMENT SET/FOUND
- WETLAND LIMIT LINE
- UNIT NUMBER
- GENERAL COMMON ELEMENT
- PROPOSED SETBACK LIMITS
- WETLAND COORDINATE NUMBER
- UNIT COORDINATE NUMBER
- PROP. VISITATION PATHWAY
- AREA OF FUTURE DEVELOPMENT



SHADE LOCATIONS
(NO SCALE)



UNPLOTTED

TYPICAL BUILDING ENVELOPE MINIMUM SETBACK REQUIREMENTS
FRONT - 35 FEET
SIDE - 8 FOOT MINIMUM/50 FOOT TOTAL
(WITH 30 FEET MINIMUM BETWEEN HOMES)
REAR - 35 FEET

DATE	5/15/05
SCALES	1"-40'
LAND NO.	04-04001
ELEMENT NO.	14

PROPOSED AUGUST 15, 2005
AS-BUILT:
ROADS, SANITARY SEWER, WATER MAIN,
STORM SEWER, TRUNK LINES FOR ELECTRIC,
GAS, CABLE AND TELEPHONE HAVE BEEN BUILT FOR
UNITS 1 - 65 INDIVIDUAL SERVICES NEED NOT BE BUILT.

BR

CP

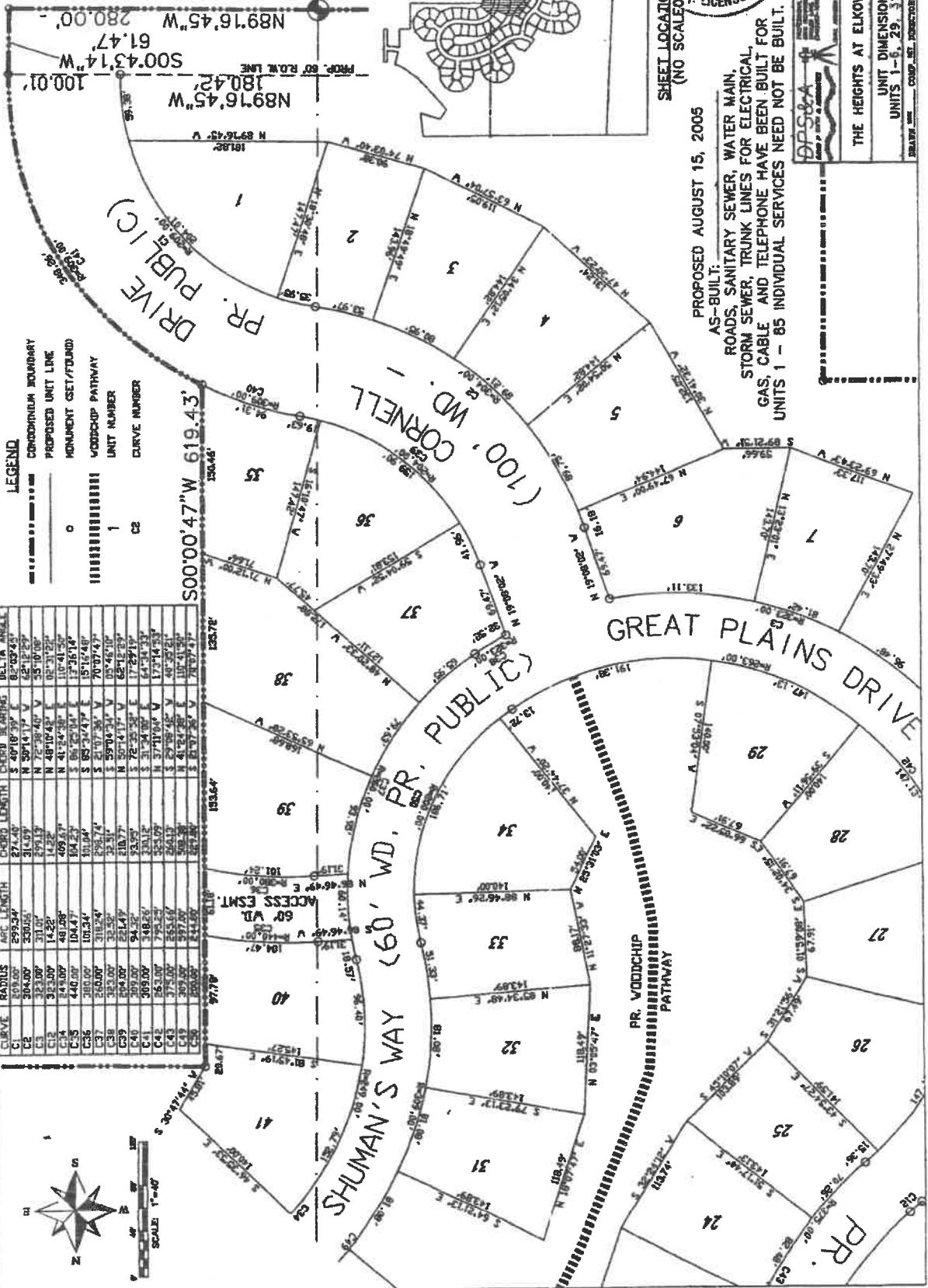
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RT

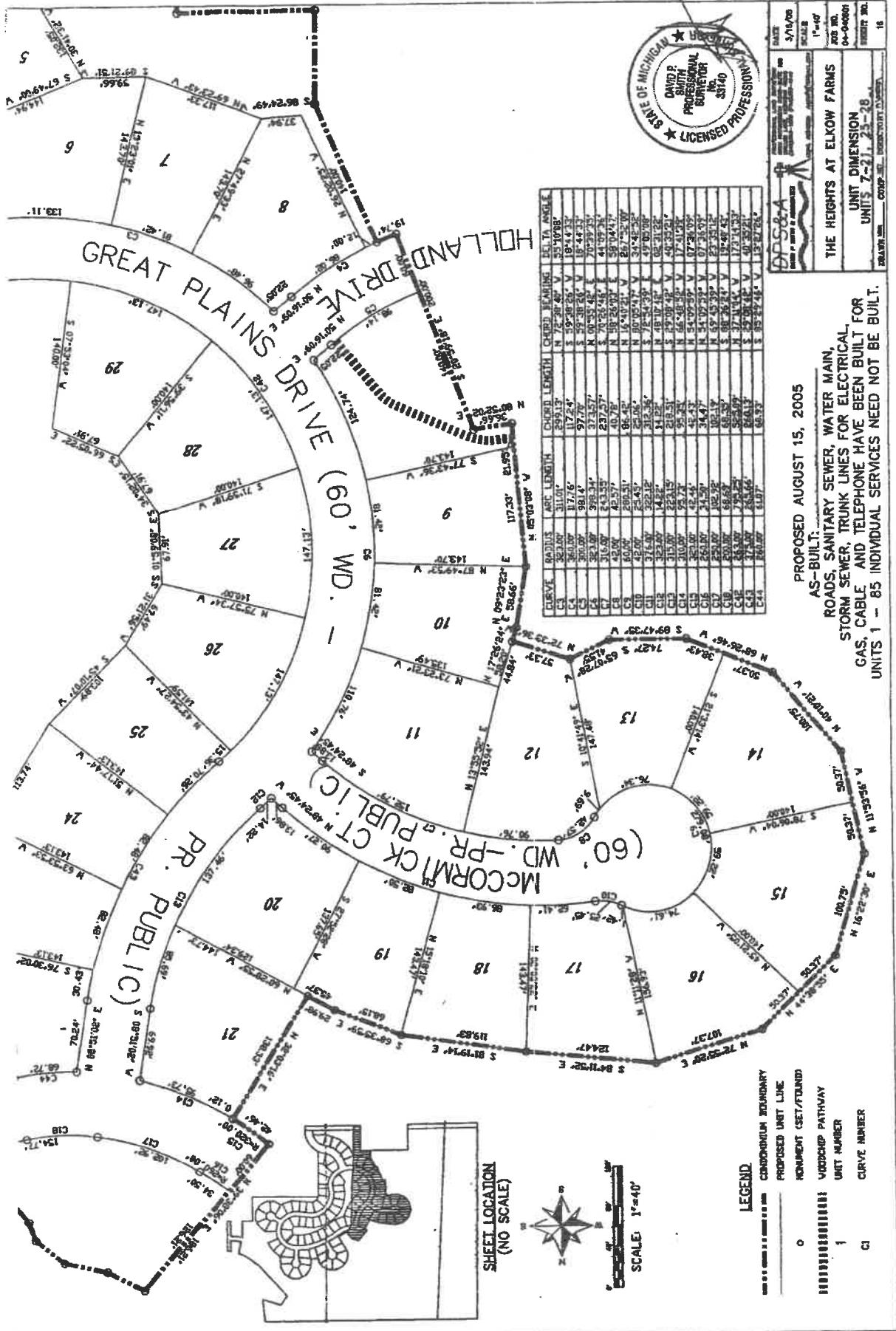
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LIBR36670 PG273

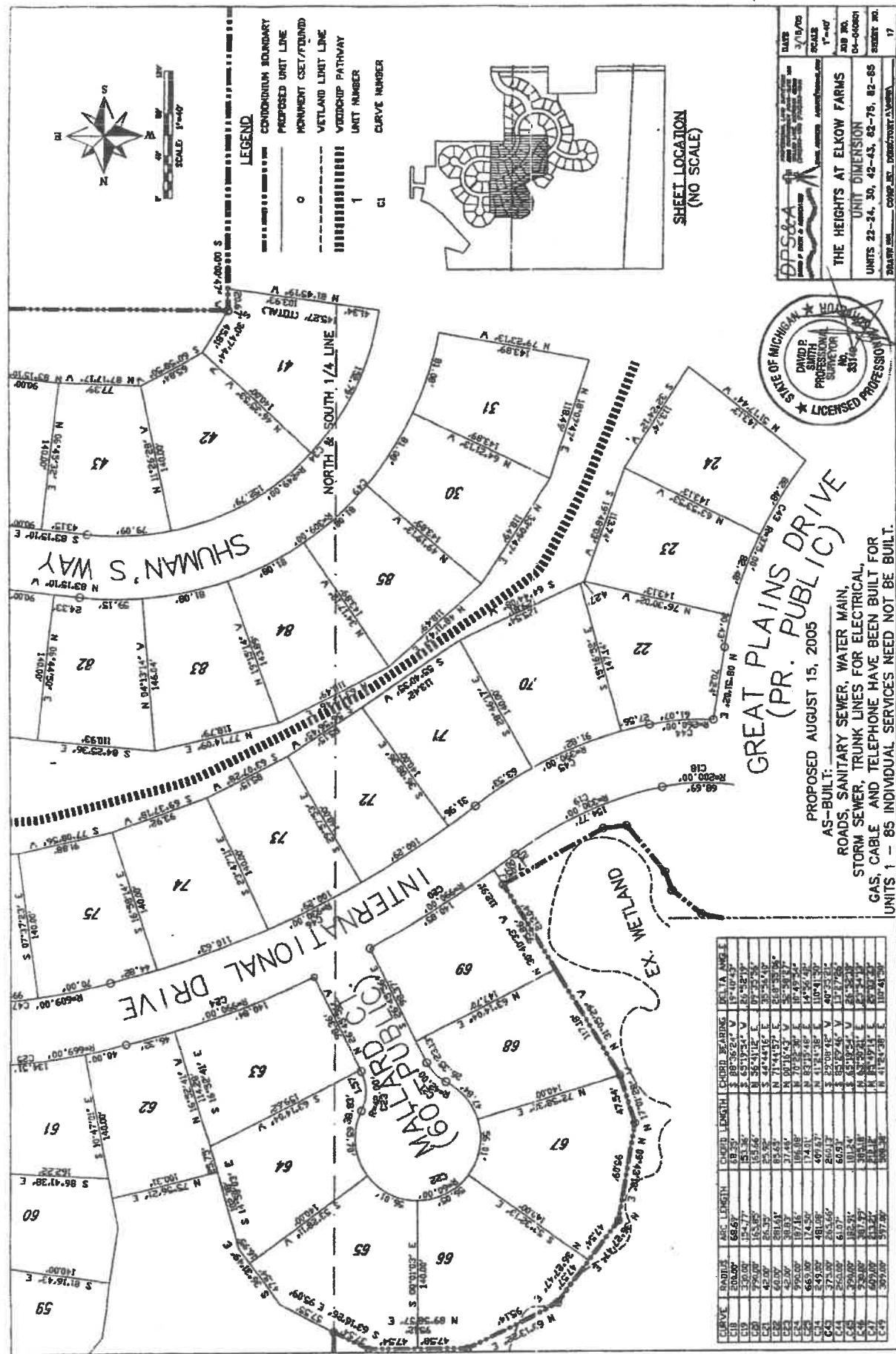
ELLEVEN MILE ROAD
(PUBLIC)



10236670 25271



18836670 8275



LER36670 PR276

LEGEND

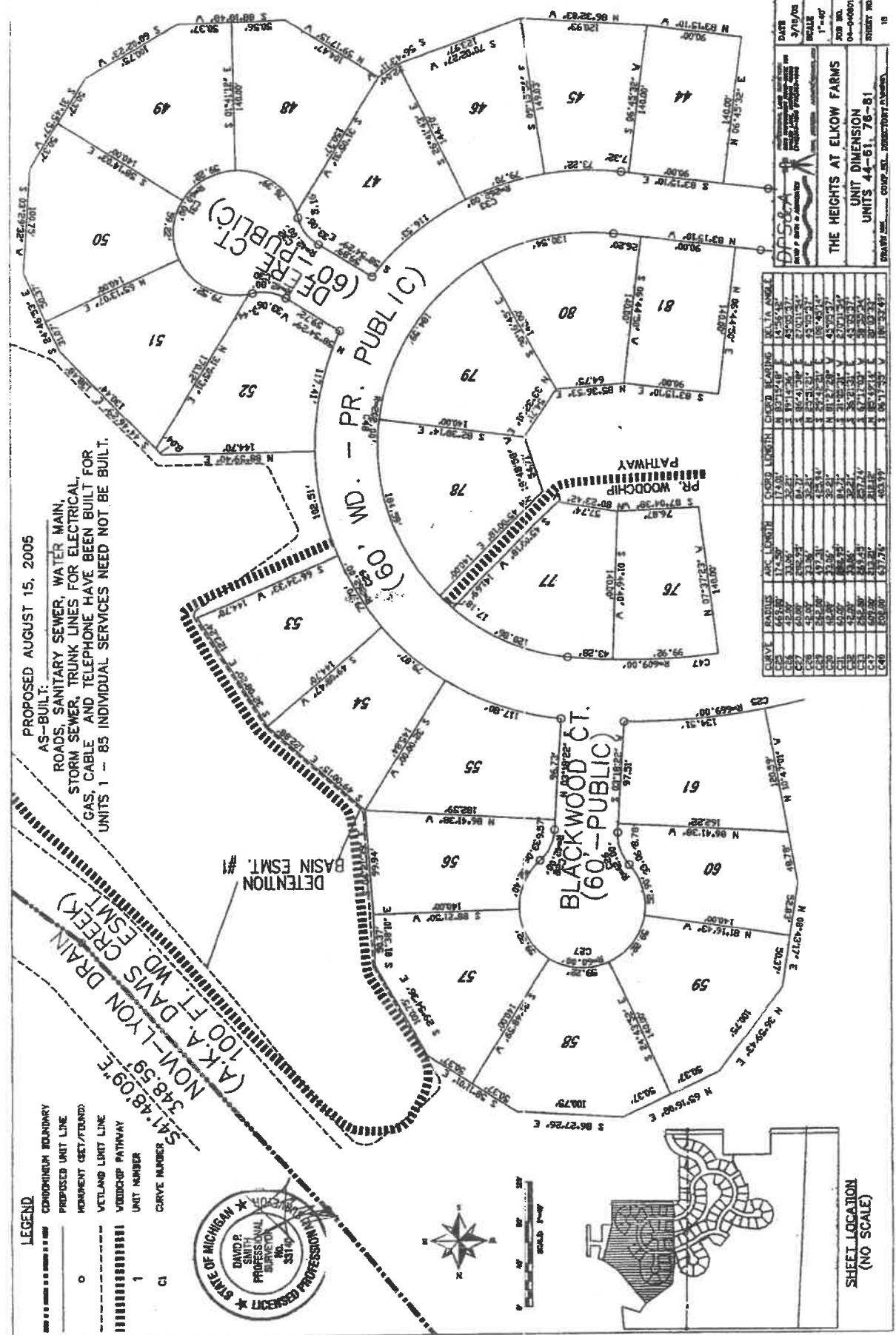
- PROPOSED UNIT LINE
- CONDOMINIUM BOUNDARY
- HOMESTEAD (SET-FOARD)
- VETLAND LIMIT LINE
- WOODCHIP PATHWAY
- UNIT NUMBER
- CURVE NUMBER
- CL



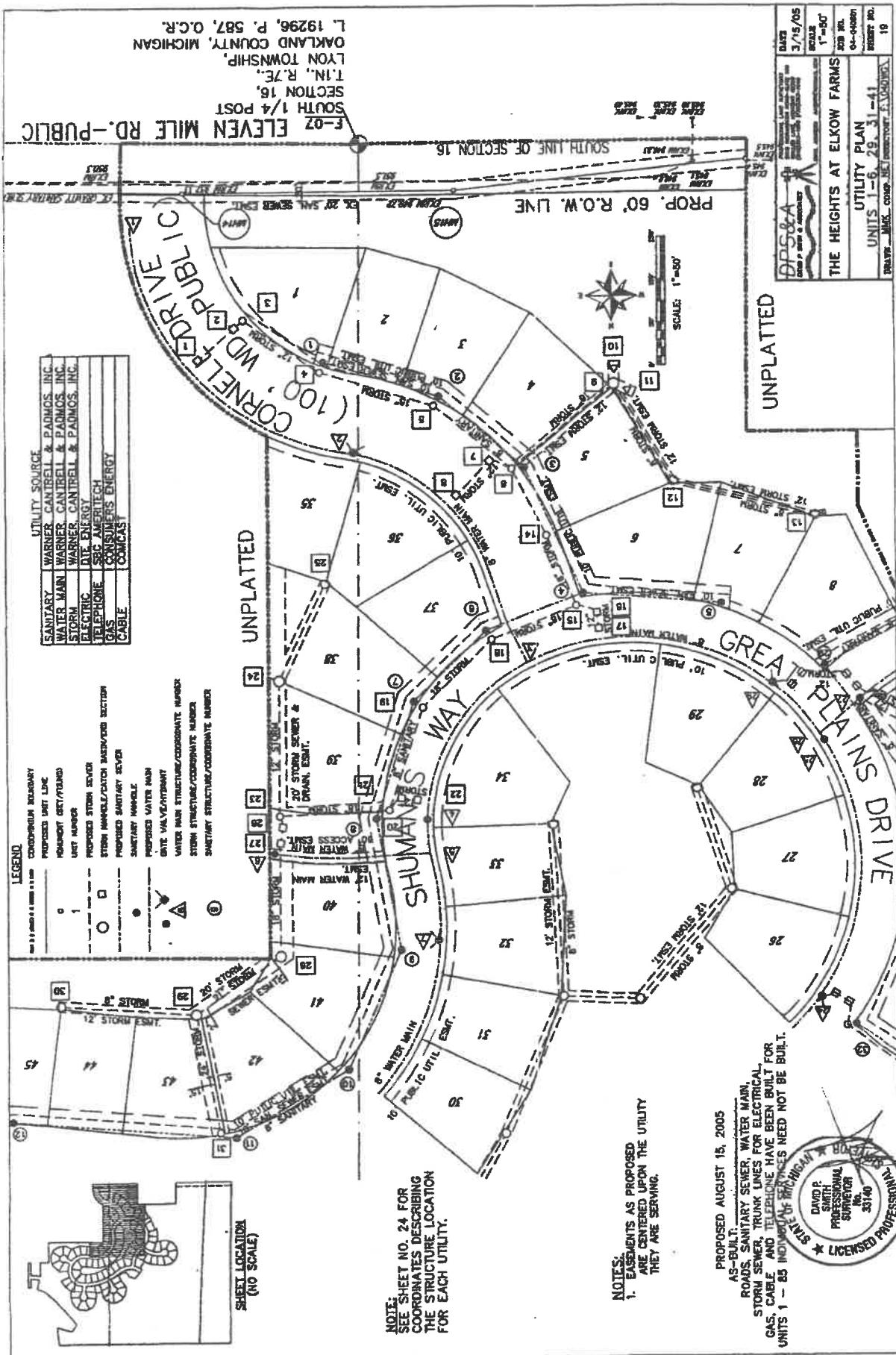
PROPOSED AUGUST 15, 2005

AS-BUILT:

ROADS, SANITARY SEWER, WATER MAIN,
STORM SEWER, TRUNK LINES FOR ELECTRICAL,
GAS, CABLE AND TELEPHONE HAVE BEEN BUILT FOR
UNITS 1 - 85 INDIVIDUAL SERVICES NEED NOT BE BUILT.

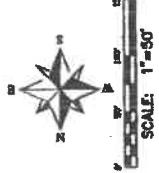
SHEET LOCATION
(NO SCALE)THE HEIGHTS AT ELKOW FARMS
UNITS 44-61, 78-81DRAWN BY: COMP. BY: DIRECTOR OF PLANNING
DATE: 3/19/06
SCALE: 1" = 40'
STORY NO. 10DRAWN BY: COMP. BY: DIRECTOR OF PLANNING
DATE: 3/19/06
SCALE: 1" = 40'
STORY NO. 10

LIBR36670 PG277



LIEB 36670 R278

NOTES:
1. EASEMENTS AS PROPOSED ARE CENTERED
UPON THE UTILITY THEY ARE SERVING.



	PROPOSED UTILITY
	PROPOSED UNIT LINE
	RIGHT-OF-WAY
	VERTICAL LIMIT LINE
	UNIT NUMBER
	PROPOSED STORM SEWER
	STORM HANDLE/SWITCH INSTALLED SECTION
	PROPOSED SANITARY SEWER
	SANITARY HANDLE
	PROPOSED WATER MAIN
	GATE VALVE/VALVE ARM
	WATER MAIN STRUCTURE/COORDINATE MARKER
	SANITARY STRUCTURE/COORDINATE MARKER

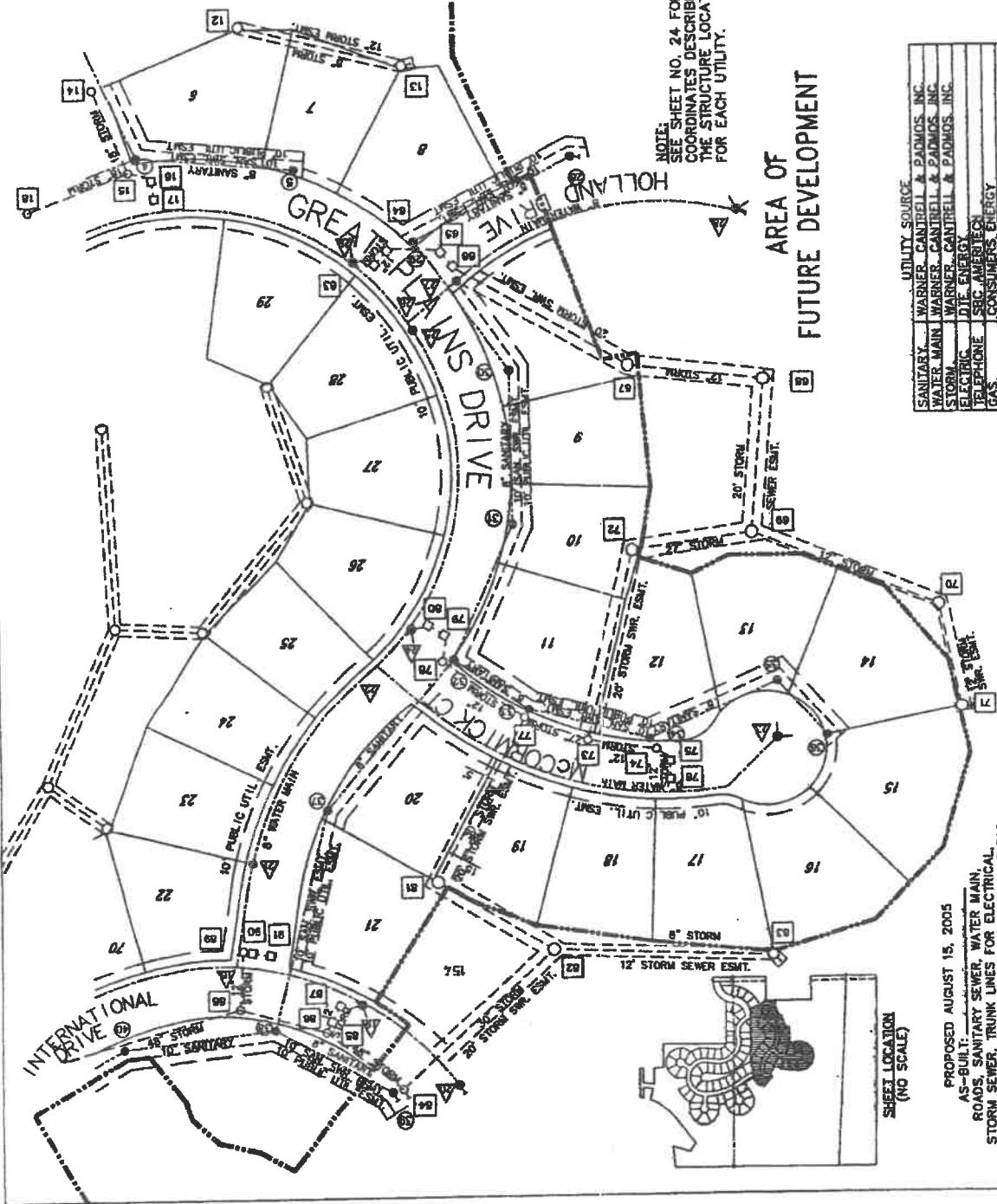


UNPLATTED

DATE:	3/15/05
SCALE:	1"=50'
JOB NO.:	0-00000
OWNER:	THE HEIGHTS AT ELKOW FARMS
PROJECT NO.:	25-26
DRAWER NO.:	MAP
BFS&A	

AREA OF FUTURE DEVELOPMENT

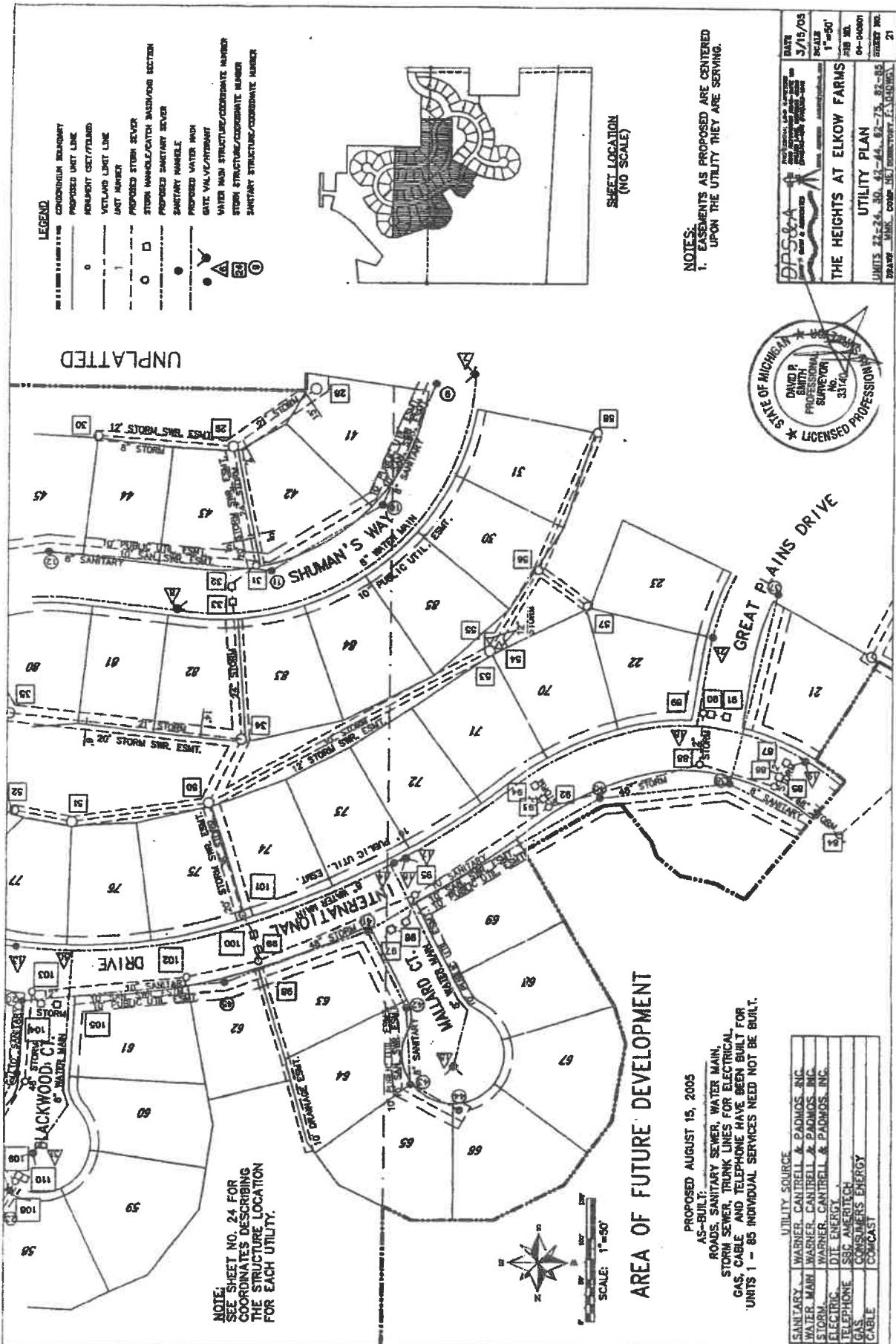
NOTE: SEE SHEET NO. 24 FOR COORDINATES DESCRIBING THE STRUCTURE LOCATION FOR EACH UTILITY.



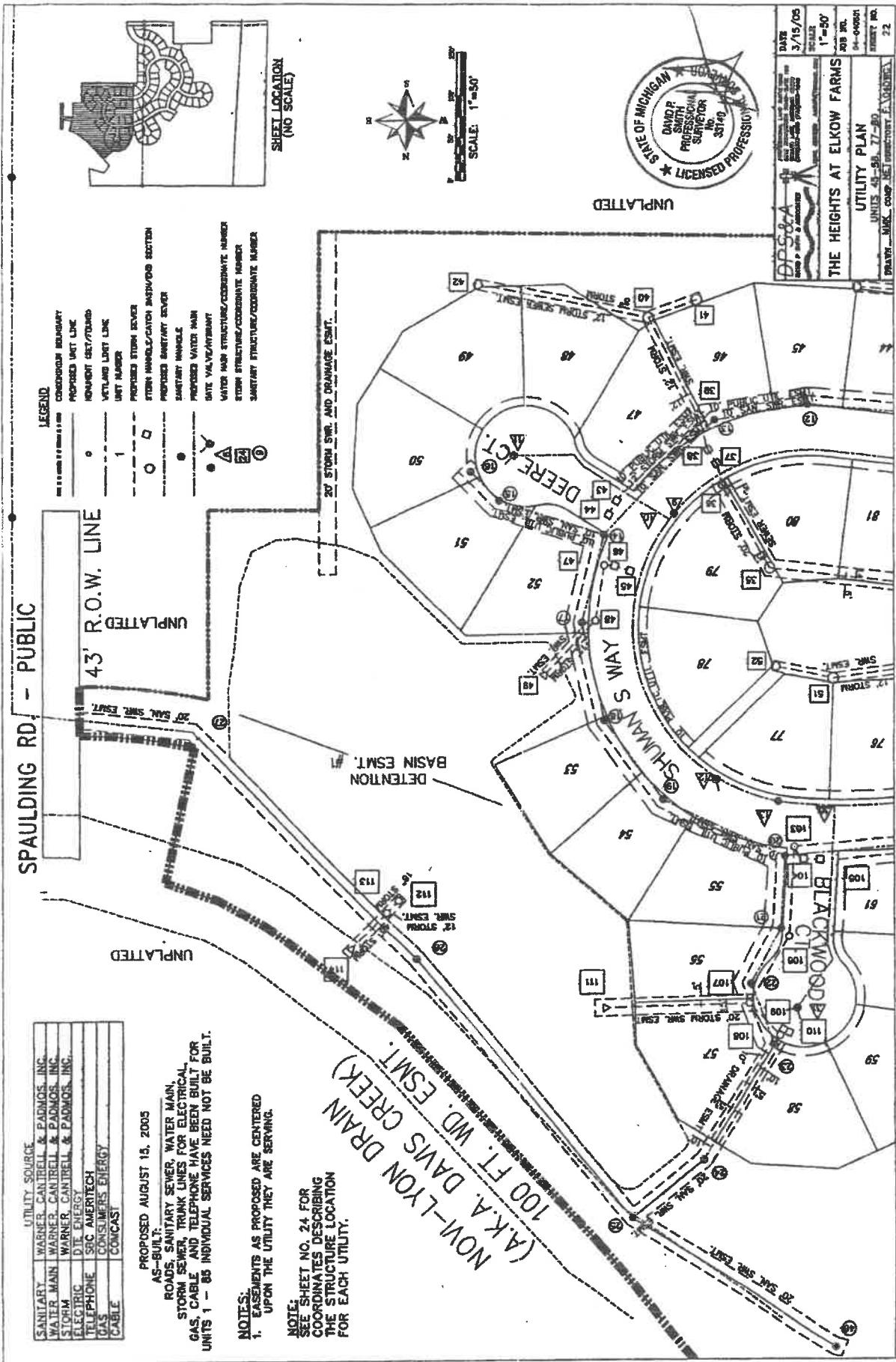
SHEET LOCATION
(NO SCALE)

PROPOSED AUGUST 15, 2005
AS-SUBT.
ROADS, SANITARY SEWER, WATER MAIN,
STORM SEWER, TRUNK LINES FOR ELECTRICAL,
GAS, CABLE, AND TELEPHONE HAVE BEEN BUILT.
UNITS 1 - 85 INDIVIDUAL SERVICES NEED TO BE BUILT.

UTILITY SOURCE	
SANITARY	WARNER, CANTRELL & PADMOS, INC.
WATER, MAIN	WARNER, CANTRELL & PADMOS, INC.
STORM	WARNER, CANTRELL & PADMOS, INC.
ELECTRIC	DTE ENERGY
PHONE	SIGC AMERICAN
GAS	CONSUMERS ENERGY
CABLE	COMCAST



LER36670 PG280



LIBR36670 P281

WETLAND COORDINATE TABLE

POINT NUMBER	EASTING	POINT NUMBER	EASTING	POINT NUMBER	EASTING	POINT NUMBER	EASTING
1	18487.65	18182.71	57	18743.53	18100.46	235	19115.00
2	18508.34	18410.16	58	18191.00	18191.06	236	19011.14
3	18513.71	18355.89	59	18010.90	18192.17	237	19055.01
4	18524.91	18222.63	60	18611.89	18151.90	238	19114.71
5	18517.43	18177.59	61	18010.00	18222.37	239	19050.70
6	17509.64	18444.42	62	18010.50	18227.45	240	18985.32
7	17509.64	18171.45	63	18165.10	18227.99	241	18985.32
8	17518.19	18446.75	64	18165.76	18227.99	242	18985.34
9	17518.19	18216.06	65	18124.72	18227.99	243	18985.34
10	17518.19	18180.79	66	18242.41	18227.99	244	18985.34
11	17518.19	18517.59	67	18444.35	18230.20	245	18985.32
12	17533.66	18445.16	68	18487.48	18230.62	246	19153.07
13	17700.03	8512.29	69	18501.22	18448.13	247	19147.81
14	17747.31	8517.57	70	18310.63	19155.03	248	19031.61
15	17782.81	8517.55	71	18256.54	19237.90	249	19076.81
16	18166.67	18428.48	72	18261.39	18428.55	250	18976.81
17	17996.44	8515.27	73	18300.93	18445.85	251	18974.92
18	17648.65	18151.39	74	18290.15	18447.55	252	18974.92
19	17711.17	8520.57	75	18188.14	18447.04	253	18915.79
20	17851.02	8725.57	76	18181.48	18471.09	254	18947.43
21	17858.74	8508.39	77	18120.51	18471.74	255	18951.57
22	17858.74	8508.39	78	18120.51	18471.74	256	18951.57
23	17857.34	1857.11	79	18486.77	18521.20	257	18952.09
24	18134.10	7551.92	80	18608.96	18477.98	258	18979.94
25	17911.19	18170.62	81	18699.51	18527.41	259	18979.81
26	17695.93	18170.62	82	18797.84	18509.36	260	18624.75
27	18011.90	18037.77	83	18740.93	18509.76	261	18579.03
28	18181.19	17950.77	84	18461.14	18471.05	262	18654.98
29	18020.40	17975.10	85	18156.95	18471.03	263	18673.51
30	18020.40	17975.10	86	18156.95	18471.03	264	18673.51
31	18131.97	18116.03	87	18390.71	18527.76	265	18673.51
32	18231.97	18788.95	88	18170.53	18525.52	266	18673.51
33	18188.34	17995.15	89	18234.38	18524.85	267	18673.51
34	18159.47	17986.34	90	18234.38	18524.85	268	18673.51
35	18191.70	18165.47	91	18136.03	18525.16	269	18672.16
36	18150.62	8553.47	92	18165.47	18471.22	270	18672.16
37	18055.46	17545.46	93	18049.85	18527.76	271	18721.86
38	18131.73	17821.47	94	18181.60	18493.30	272	18721.86
39	18180.43	17835.55	95	18051.93	18527.76	273	18721.86
40	18154.47	17935.35	96	18066.40	18625.40	274	18895.47
41	18155.09	17815.79	97	18001.84	18630.00	275	18775.78
42	18188.34	17855.16	98	18051.69	18630.32	276	18616.13
43	18155.06	17899.37	99	17733.51	18652.35	277	18828.83
44	18206.75	18165.47	100	18136.84	18632.17	278	18715.13
45	18137.73	17821.47	101	17619.02	18743.63	279	18804.57
46	18102.50	17771.44	102	18762.87	18632.20	280	18705.72
47	18165.00	17555.00	103	18047.81	18632.20	281	18705.72
48	18188.34	17881.36	104	18581.04	18652.52	282	18855.99
49	18171.16	17885.36	105	17793.03	18750.51	283	18928.83
50	18134.10	17649.41	106	18244.27	18757.93	284	18674.44
51	18293.61	17649.55	107	18733.31	18755.98	285	18603.94
52	18273.05	17743.9	108	18532.29	18655.94	286	18644.36
53	18210.75	17801.11	109	18532.29	18655.94	287	18644.36
54	18151.70	17801.11	110	18532.29	18655.94	288	18644.36
55	18125.00	17801.11	111	18532.29	18655.94	289	18644.36
56	18151.70	17811.55	112	17791.16	18630.25	290	18625.52
57	18125.00	17811.55	113	17873.51	18655.25	291	18625.52
58	18125.00	17811.55	114	18097.73	18655.25	292	18625.52
59	18125.00	17811.55	115	18049.85	18655.25	293	18625.52
60	18125.00	17811.55	116	18049.85	18655.25	294	18625.52
61	18052.37	17872.22	117	18342.56	18774.39	295	18917.44
62	18147.09	17859.4	118	18180.93	18759.77	296	19133.41
63	18133.36	17895.89	119	18110.93	18759.77	297	19107.74
64	18140.10	17915.89	120	18171.54	18759.77	298	19145.40
65	18135.79	17895.89	121	18159.95	18759.77	299	19145.40
66	18127.41	18164.69	122	18085.81	18759.77	300	19145.40
67	18125.00	17810.22	123	18052.37	18759.77	301	19062.2

PROPOSED AUGUST 15, 2005
ROADS, SANITARY SEWER, WATER MAIN,
GAS, CABLE AND TELEPHONE HAVE BEEN BUILT FOR
UNITS 1 - 65 INDIVIDUAL SERVICES NEED NOT BE BUILT.

AS-BUILT: THE HEIGHTS AT ELKOW FARMS
UNIT AND WETLAND COORDINATE PLAN

DRAWS BY: COPIES OF THIS DRAWING



DATE: 3/15/05
FOR: 1st off
PAGE: 23
NO. 04-14650
EFFECTIVE DATE:

LIBER 36670 PG282

WATER MAIN STRUCTURE TABLE

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1 17501.05	18785.37		1 1752.02	18651.70	
2 1752.39	18595.5		2 1759.70	18686.45	
3 1777.73	18480.5		4 1751.79	18866.10	
4 1779.03	18319.49		5 1755.75	18651.46	
5 1782.48	18597.40		6 1790.75	18861.35	
6 1790.45	18813.83		7 1794.78	18777.86	
8 1841.28	18777.86		9 1819.06	18699.72	
10 1840.12	18761.85		11 1840.17	18852.52	
12 1839.49	18151.03		13 1841.51	18261.17	
14 1855.5	18527.52		15 1851.77	18659.15	
15 1855.76	18555.76		16 1877.8	18844.46	
17 1864.46	18542.56		18 1871.3	18358.16	
19 1865.77	18137.93		20 1865.77	18144.49	
21 1906.56	18199.49		22 1906.04	18224.04	
23 1919.39	18159.37		24 1923.65	18205.87	
25 1934.35	18155.86		26 1934.35	18155.86	
27 1939.35	18156.59		28 1939.35	18156.59	
29 1970.59	18676.3		30 1970.59	18676.3	
31 1985.08	18157.80		32 1985.08	18154.31	
33 18154.19	18154.31		34 1837.74	18777.43	
35 1834.54	18087.41		36 1837.74	18764.13	
37 1837.74	18764.13		38 1837.74	18764.13	
39 1837.74	18764.13		40 1837.74	18764.13	
41 1839.34	18087.41		42 1839.40	18040.04	
43 1839.40	18040.04		44 1905.56	18753.35	
45 1905.56	18753.35		46 1905.56	18753.35	
47 1860.81	18844.39		48 1860.81	18844.39	
49 1931.39	19126.20		50 1931.39	19126.20	

STORM SEWER STRUCTURE TABLE

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1 1749.17	1861.55		2 1751.23	1851.00	
3 1752.02	18651.70		4 1755.75	18686.45	
5 1759.70	18866.10		6 1761.79	18606.40	
7 1765.75	18651.46		8 1770.75	18651.46	
9 1779.03	18319.49		10 1781.28	18686.45	
11 1782.48	18813.83		12 1784.78	18777.86	
13 1790.75	18651.46		14 1794.78	18861.35	
15 1795.75	18861.35		16 1800.81	18606.40	
17 1805.08	18159.37		18 1819.06	18699.72	
19 1819.39	18159.37		20 1824.04	18224.04	
21 1837.74	18777.86		22 1841.28	18542.56	
23 1844.46	18542.56		24 1845.75	18686.45	
25 1846.40	18686.45		26 1847.45	18777.86	
27 1848.56	18777.86		28 1849.17	18777.86	
29 1850.56	18777.86		30 1851.39	19126.20	
31 1852.02	19126.20		32 1853.39	19126.20	
33 1855.75	19126.20		34 1856.40	18777.86	
35 1857.75	19126.20		36 1859.75	19126.20	
37 1861.79	18606.40		38 1863.39	19126.20	
39 1865.75	18606.40		40 1867.45	18777.86	
41 1869.02	18606.40		42 1871.74	18777.86	
43 1871.74	18777.86		44 1873.49	18777.86	
45 1875.75	18777.86		46 1877.45	18777.86	
47 1880.81	18844.39		48 1884.40	18844.39	
49 1905.56	18753.35		50 1905.56	18753.35	

STORM SEWER EASEMENT TABLE

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1 1800.45	18606.40		2 1801.23	18606.40	
3 1801.79	18606.40		4 1804.17	18606.40	
5 1805.07	18606.40		6 1806.49	18606.40	
7 1809.17	18606.40		8 1813.77	18606.40	
9 1815.75	18606.40		10 1817.75	18606.40	
11 1820.33	18606.40		12 1824.17	18606.40	
13 1828.75	18606.40		14 1832.33	18606.40	
15 1835.51	18606.40		16 1839.51	18606.40	
17 1843.51	18606.40		18 1847.51	18606.40	
19 1851.39	18606.40		20 1855.39	18606.40	
21 1859.75	18606.40		22 1863.39	18606.40	
23 1867.45	18606.40		24 1871.74	18606.40	
25 1875.75	18606.40		26 1877.45	18606.40	
27 1880.81	18844.39		28 1884.40	18844.39	
29 1905.56	18753.35		30 1905.56	18753.35	

ELKOW FARM



PROPOSED AUGUST 15, 2005
AS-BUILT, STORM SEWER, WATER MAIN,
ROADS, SANITARY SEWER, TRUNK LINES FOR ELECTRICAL,
GAS, CABLE AND TELEPHONE HAVE BEEN BUILT FOR
UNITS 1 - 65 INDIVIDUAL SERVICES NEED NOT BE BUILT.

DATE
8/15/05

SELLER
STATE OF MICHIGAN

BUYER
DAVID P.
BARTH
PROFESSIONAL
SERV. INC.
LICENSED PROFESSIONAL
SERV. INC.

STATE
DEPARTMENT OF
ENVIRONMENT,
NATURAL RESOURCES,
& ENERGY